

PMP CONVEYANCING SERVICES  
Address: 369 Highlander Drive,  
Craigieburn VIC 3064  
Phone: 0425 695 792

VENDOR: OTIS CONRAD OTI and  
COMFORT OTI

PROPERTY:  
16 CABLE  
CIRCUIT,  
CRAIGIEBURN  
VIC 3064

# CONTRACT OF SALE OF REAL ESTATE

**Address:** Property: 16 Cable Circuit, Craigieburn VIC 3064

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.

In that order of priority.

## IMPORTANT NOTICE TO PURCHASERS

### Cooling-off period (Section 31 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 or within 3 clear business days before or after a publicly advertised auction; 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 PURCHASER OF PROPERTY 'OFF THE PLAN'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10% 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 this contract of sale and the day on which you become the registered proprietor.

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

Purchasers should ensure that, prior to signing this contract; they have received a copy of the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** that is in accordance with Division 2 of Part II of that Act; and a copy of the full terms of this contract.

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as an 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 ...../...../2024

Print name(s) of person(s) signing:

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney')

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

## SIGNED BY THE VENDOR

.....on ...../...../2024

Print name of person signing OTIS CONRAD OTI and COMFORT OTI

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney')

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

## PARTICULARS OF SALE

### VENDOR'S ESTATE AGENT

Phone:  
Email:

### VENDOR

**OTIS CONRAD OTI and COMFORT OTI**

Property: 16 Cable Circuit, Craigieburn VIC 3064

### VENDOR'S CONVEYANCER OR LEGAL PRACTITIONER

**PMP CONVEYANCING SERVICES PTY LTD**

of 369 Highlander Drive, Craigieburn VIC 3064

Tel: +61 425 695 792

Ref: SF202501 Email: priya@pmpconveyancing.com.au

### PURCHASER

of:

### PURCHASER'S CONVEYANCER OR LEGAL PRACTITIONER

of:

Tel:

Fax:

Ref:

Email:

### PROPERTY ADDRESS

The address of the property is

Property: 16 Cable Circuit, Craigieburn VIC 3064

### LAND (General Conditions 3)

The land is –

Described in the table below -

Certificate of Title reference	being lot	on plan
Volume 11224 Folic 760	77	625946B

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the Section 32 Statement, if no folio or land description references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

### GOODS SOLD WITH THE LAND

(General Condition 2.2(f)) all fixed floor coverings, electric light fittings, window furnishings, and all fixtures and fittings of a permanent nature.

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### PAYMENT

(General Condition 10)

Price

\$

Deposit

\$

By (of which \$..... has been paid)

Balance

\$

payable at settlement

**GST** (General Condition 13)

The price includes GST (if any) unless the words '**plus GST**' appear in this box:

If this is a sale of a 'farming business' or 'going concern' then add the words '**farming business**' or '**going concern**' in this box:

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box

**SETTLEMENT**

(General Condition 10)

is due on ...../...../20.....

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; or

14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision

**LEASE**

(General Condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property

unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1,

If '**subject to lease**' then particulars of the lease are:

**TERMS CONTRACT**

(General Condition 23)

If this contract is intended to be a terms contract within the meaning of the ***Sale of Land Act 1962*** then add the words '**terms contract**' in this box, and refer to general condition 23:

**LOAN**

(General Condition 14)

The following details apply if this contract is subject to a loan being approved.

Lender:

Loan amount:       \$

Approval date:

**SPECIAL CONDITIONS**

This contract does not include any special conditions unless the words '**special conditions**' appear in this box:

SPECIAL CONDITIONS



## SPECIAL CONDITIONS

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

**Instructions:** *It is recommended that when adding further 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*
- 

### ☐ 1. Building Report

General condition 21 deleted and is replaced with the following:

This contract is conditional upon the Purchaser at their own expense obtaining a building report from a registered building practitioner within 14 days from the date the Purchaser signs the contract. The Purchaser may end the contract if 1(a) and (b) below are complied with within 14 days of the date the Purchaser signed the contract of sale and on the following basis:

- (a) The report shows any defect on any structure on the land which is determined to be a major structural defect;
- (b) A copy of the report together with a written notice formally ending the contract of sale is provided to the Vendors legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service;

All monies paid by the Purchaser will be refunded in full.

### ☐ 2. Pest Report

General condition 22 deleted and is replaced with the following:

This contract is conditional upon the Purchaser at their own expense obtaining a pest inspection report from a duly qualified pest inspector within 14 days from the date the purchaser signs the contract. The Purchaser may end the contract if 1(a) and (b) below are complied with within 14 days of the date the Purchaser signed the contract of sale and on the following basis:

The report shows a major pest infestation of any structure of the land;

A copy of the report together with a written notice formally ending the contract of sale is provided to the Vendors legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service;

All monies paid by the Purchaser will be refunded in full.

### ☒ 3. Purchasers Acknowledgments

The property is sold subject to any restrictions as to use under any order, plan, scheme, regulation or by-law contained in or made pursuant to the provisions of any legislation. No such restriction shall constitute a defect in the Vendor's title and the Purchaser shall not make any requisitions or objection nor be entitled to any compensation from the Vendor in respect thereof or delay payment of the price.

The Purchaser acknowledges having inspected the property hereby sold and save as is otherwise expressly provided acknowledges that he is purchasing the property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property sold.

The Purchaser acknowledges that there are no conditions warranties or other matters affecting the sale other than those embodied herein and that no representations or statements of any kind have been made either orally or in writing by the Vendor or its Agents which induced the Purchaser to enter into this contract.

The purchaser further acknowledges that the Vendor has not nor has anyone on the Vendor's behalf made any representation or warranty as to the fitness for any particular purpose or in relation to any other matter in respect to the property sold and the Purchaser expressly releases the Vendor and/or his servants or agents from any claim or demands in respect thereof. The purchaser shall not be entitled to rely on any representation alleged to have been made by the Vendor or their Agent such as are not made conditions of the contract.



#### **☒ 4. Spa Or Pool Notice**

The Purchaser acknowledges that on and from the Day of Sale, it is solely responsible at its own cost for any compliance with any Spa or Pool Notice.

#### **☒ 5. No Warranty Or Representation**

The Purchaser further acknowledges and agrees:

4.1 the Vendor makes no warranty or representation in relation to the Spa or Pool, any safety barrier for the Spa/Pool or their compliance with the Building Regulations; and

4.2 the Purchaser must not:

- (a) make any Claim or require the Vendor to take or refrain from taking any action because of any matter referred to in this Special Condition 4 & 5;
- (b) require the Vendor to pay all or any part of the cost of complying with all Laws and the requirements of any Government Agency in respect of any matter referred to in this Special Condition 4 & 5; or
- (c) delay settlement or refuse to settle by reason of any matter arising out of or in connection with this Special Condition 4 & 5.

#### **☒ 6 . Dimensions of the Property**

The Purchaser acknowledges and admits that he purchased the land as offered for sale and inspected by him is identical with that comprised within the said Certificate of Title and shall not make any requisitions or claim any compensation in respect of any excess or deficiency whether in area measurements boundaries occupation or otherwise which may be disclosed by survey or otherwise or call upon the Vendor to amend Title or to bear all or any part of the costs of doing so.

#### **☒ 7 . Payment**

7.1 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.

7.2 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.

7.3 The Purchaser must pay all money other than the deposit:

- (a) to the Vendor, or the Vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the Vendor or the Vendor's legal practitioner or conveyancer.

7.4 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.

7.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the Vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the Vendor must reimburse the Purchaser for the fees incurred.

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

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

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

7.9 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.

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



## **☒ 8 . Acceptance Of Title**

General condition 12.4 is added:

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

## **☒ 9. Adjustments**

9.1 The Purchaser agrees to provide copies of all certificates and other information used to calculate the adjustments. Failure to do so will cause delay to the Vendor providing cheque directions and the cost of delaying settlement will be at the Purchaser expense and is considered to be in default of the contract.

9.2 A statement of adjustments needs to be provided by the Purchaser to PMP Conveyancing at least 2 business days prior to settlement, any failure to do so, will cause the Purchaser to pay an administration fee to PMP Conveyancing of \$150 at settlement for the delay of receiving the statement of adjustments.

## **☒ 10. Notices**

10.1 The Purchaser acknowledges 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.

10.2 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.

10.3 The Purchaser may enter the property to comply with that responsibility where action is required before settlement.

## **☒ 11. Bank guarantee**

11.1 In this special condition:

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

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

11.2 The Purchaser may deliver a bank guarantee to the Vendor's legal practitioner or conveyancer.

11.3 The Purchaser must pay the amount secured by the bank guarantee to the Vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 30 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and

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

11.4 The Vendor must return the bank guarantee document to the Purchaser when the Purchaser pays the amount secured by the bank guarantee.

11.5 The Vendor may claim on the bank guarantee without prior notice if the Purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the Purchaser to the extent of the payment.

11.6 Nothing in this special condition limits the rights of the Vendor if the Purchaser defaults under this contract or repudiates this contract.

## **☒ 12. Planning**

The property is sold subject to any restrictions as to user imposed by law or by any authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

## **☒ 13. Due Diligence Checklist**

The Purchaser hereby acknowledges having received from the Vendor a Due Diligence Checklist and a signed Section 32 statement prior to signing the contract of sale hereof.

☒ 14. Guarantee

In the event that the Purchaser is corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contact and shall warrant that same is done lawfully in accordance with the Constitution of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto and marked Annexure "A".

☒ 15. Foreign Investment Review Board

The Purchaser warrants that in the event that he or she is a person as defined by the *Foreign Acquisitions & Takeovers Act 1975* all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the purchaser.

☒ 16. Settlement rescheduling fee

The purchaser agrees to pay PMP Conveyancing a cost of \$150 to reschedule settlement should the Purchaser default and fail to settle on the agreed settlement date. The re-scheduling fee is paid to PMP Conveyancing at settlement.

☒ 17. Payment of Deposit

The Deposit paid by the purchaser to the Agents Trust Account must not exceed 10% without the prior written consent of the Vendor. Should the purchaser breach this contract and make a deposit payment which exceeds 10%, the purchaser and their conveyancer must do all things reasonable to assist the Vendor with the early release of the deposit directly to the vendor or into the Purchasers PEXA Source Account for this settlement, at the purchasers' own costs.

**Additional Special Conditions (If required and agreed with PMP Conveyancing):**

[illegible]



## CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

### TITLE

#### 1. Encumbrances

- 1.1. The purchaser buys the property subject to:
  - (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
  - (b) any reservations in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2. The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3. In this General Condition “Section 32 Statement” means a Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

#### 2. Vendor warranties

- 2.1. The warranties in general conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries.
- 2.2. The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.3. The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.4. The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.5. If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
  - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.6. Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.



### 3. Identity of the land

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

### 4. Services

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

### 5. Consents

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

### 6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgment Network Operator

### 7. Duties Online Settlement Statement

The vendor will initiate the preparation of a Duties Online Settlement Statement (DOLSS) as soon as practicable after the Contract Date and will provide the purchaser with online access to that document at least 10 days before settlement. The purchaser will sign the DOLSS no later than 7 days prior to settlement.

### 8. Release of Security Interest

- 8.1 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.
- 8.2 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 8.4, 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.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
  - (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
  - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 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.



- 8.5 Subject to general condition 8.6, 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.
- 8.6 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 8.5 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.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(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.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(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.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 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 8.11.
- 8.13 If settlement is delayed under general condition 8.12 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.
- 8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 8.14 applies despite general condition 8.1.
- 8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise.

## **9. 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.

## **10. Settlement**

### **10.1 At settlement:**

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

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

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



## 11. Payment

### 11.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

### 11.3 The purchaser must pay all money other than the deposit:

- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

### 11.4 At settlement, payments may be made or tendered:

- (a) up to \$1,000 in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronically transferring the payment in the form of cleared funds.

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 fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.

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

### 11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

## 12. Stakeholding

### 12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either—
  - (i) there are no debts secured against the property; or
  - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of S27 of the **Sale of Land Act 1962 ("the Act")** have been satisfied.

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

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

### 12.4 Where the purchaser is deemed by Section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorization referred to in Section 27(1) of the Act, the purchaser is also deemed to have accepted title in the absence of any prior objection to title.

## 13. GST

### 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'.

However, the purchaser must pay to the vendor any GST payable by the vendor:

- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.



- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
  - (b) 'GST' includes penalties and interest.

#### **14. Loan**

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

#### **15. Adjustments**

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

#### **TRANSACTIONAL**

##### **16. Time**

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

##### **17. Service**

- 17.1 Any document sent by –
- (a) express post is taken to have been served on the next business day after posting, unless proven otherwise;
  - (b) registered post is taken to have been served on the fourth business day after posting, unless proven otherwise;



- (c) regular post is taken to have been served on the sixth business day after posting, unless proven otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

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

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

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

## **18. Nominee**

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

## **19. Liability of signatory**

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

## **20. Guarantee**

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

## **21. Notices**

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

## **22. Inspection**

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

## **23. Terms contract**

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

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

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on



- demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

#### **24. Loss or damage before settlement**

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

#### **25. Breach**

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

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

#### **DEFAULT**

##### **26. Interest**

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

##### **27. Default notice**

- 27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 27.2 The default notice must:
  - (a) specify the particulars of the default; and
  - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given—
    - (i) the default is remedied; and
    - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

##### **28. Default not remedied**

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
  - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

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

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



**Annexure A**  
**DIRECTOR'S GUARANTEE**

We: .....

Of: .....

**IN CONSIDERATION** of you entering into the within contract of sale ("the contract") with the purchaser named and described in the Schedule hereto ("the purchaser") at the request of us, the persons named and described in the Schedule hereto ("the Guarantors"), we the Guarantors hereby jointly and severally **AGREE WITH AND GUARANTEE AND INDEMNIFY** you as follows:

1. The Guarantors shall pay you on demand by you all moneys payable pursuant to the contract which are not paid by the purchaser within the time prescribed in the contract for payment thereof whether demand for the same has been made by you on the purchaser or not.
2. The Guarantors shall observe and perform on demand by you all covenants conditions obligations and liabilities binding the purchaser with which the purchaser does not comply within the time prescribed in the contract for observance or performance thereof whether demand for such observance or performance has been made by you on the purchaser or not.
3. You may without affecting this Guarantee and Indemnity grant time or other indulgence to or compound compromise with or release the purchaser or any person or corporation liable jointly with the Guarantors or either of them in respect of any other Guarantee or security or release part with abandon vary relinquish or renew in whole or in part any security document of title asset or right held by you.
4. All moneys received by you from or on account of the purchaser including any dividends upon the liquidation of the purchaser or from any other person or corporation or from the realization or enforcement of any security capable of being applied by you in reduction of the indebtedness of the purchaser shall be regarded for all purposes as payment in gross without any right on the part of the Guarantors to stand in your place or claim the benefit of any moneys so received until the Guarantors have paid the total indebtedness of the purchaser.
5. In the event of the liquidation of the purchaser the Guarantors authorise you to prove for all moneys which the purchaser has paid under this contract and to retain and to carry to a suspense account and appropriate at your discretion any dividends received until you have with the aid thereof been paid in full in respect of the indebtedness of the purchaser to you. The Guarantors in your favour waive all rights against you and the purchaser and any other person or corporation estates and assets so far as necessary to give effect to anything contained in this Guarantee and Indemnity.
6. Your remedies against the Guarantors are not to be affected by reason of any security held or taken by you in relation to indebtedness of the purchaser being void or defective or informal.
7. The Guarantors indemnify you against any loss you may suffer by reason of the purchaser having exceeded its powers or going into liquidation and, in particular, the Guarantors indemnify you against any loss you may suffer by reason of interest ceasing to accrue and to be payable after the purchaser goes into liquidation.
8. Any demand or notice under this Guarantee may be made in writing signed by you or by any Director or Manager or Secretary for the time being of you and (without prejudice to any other mode of service permitted by law) may be served on the Guarantors by prepaid registered letter addressed to their last known addresses in the State of Victoria. Any notice served by post shall be deemed to have been served the next business day after the date of posting.
9. For the consideration aforementioned and as a separate and severable covenant the Guarantors **HEREBY AGREE** to indemnify you not only against the non-payment by the purchaser of any moneys due under the contract (including interest due on overdue instalments or principal) but also against and in respect of all costs and charges and expenses whatever which you may incur by reason of any default on the part of the purchaser in relation to the contract.
10. This Guarantee and Indemnity shall not be determined by the death of any of us and shall bind our respective legal personal representatives and shall ensure for the benefit of you and your successors and assigns.
11. The expression "the Guarantors" shall wherever used in this contract mean the Guarantors or any of them and wherever the context permits shall refer to the Guarantors jointly and severally.

**SCHEDULE**

**PURCHASER AND GUARANTOR DETAILS**

**PURCHASER/S:**

**NAME ADDRESS**

**GUARANTORS:**

**NAME ADDRESS**

**EXECUTION BY GUARANTORS**

**EXECUTION BY GUARANTORS**

**SIGNED by :** **Date Signed**

.....  
(Guarantor)

**SIGNED by :** **Date Signed**

.....  
(Guarantor)

**SIGNED by :** **Date Signed**

.....  
(Guarantor)



# 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)

consumer.vic.gov.au/duediligencechecklist Page 19 of 20



## 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.

(04/10/2016)



# Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

<b>Land</b>	16 Cable Circuit, Craigieburn 3064	
<b>Vendor's name</b>	OTIS CONRAD OTI	<b>Date</b> / /
<b>Vendor's signature</b>		
<b>Vendor's name</b>	COMFORT OTI	<b>Date</b> / /
<b>Vendor's signature</b>		
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		

## 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:

\$5,000.00

### 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

	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	AVPCC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input 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 of 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): -

Not Applicable.



### 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 under section 192A of the *Building Act 1993* if the square box is marked with an 'X' ☐

### 3.4. Planning Scheme

Attached is a certificate with the required specified information.

## 4 NOTICES

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

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

Not Applicable.

### 4.2. Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

Not Applicable.

### 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:

Not Applicable.

## 5 BUILDING PERMITS

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

Not Applicable.

## 6 OWNERS CORPORATION

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

Not Applicable.

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

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"/>
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## 9 TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

## 10 SUBDIVISION

### 10.1. Unregistered Subdivision

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

Not Applicable.

### 10.2. Staged Subdivision

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

Not Applicable.

### 10.3. Further Plan of Subdivision

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

Not Applicable.

## 11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

## 12 DUE DILIGENCE CHECKLIST

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

- ☐ Vacant Residential Land or Land with a Residence
- ☐ Attach Due Diligence Checklist (this will be attached if ticked)

## 13 ATTACHMENTS

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

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

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

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

Page 1 of 1

VOLUME 11224 FOLIO 760

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### LAND DESCRIPTION

Lot 77 on Plan of Subdivision 625946B.  
PARENT TITLE Volume 11201 Folio 667  
Created by instrument PS625946B 07/09/2010

### REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
OTIS CONRAD OTI  
COMFORT OTI both of 20 CARAT STREET GREENVALE VIC 3059  
AT887685B 18/12/2020

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT887686Y 18/12/2020  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT AE833315W 10/01/2007

COVENANT AH597439N 05/11/2010

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AE732279L 16/11/2006

### DIAGRAM LOCATION

SEE PS625946B 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: 16 CABLE CIRCUIT CRAIGIEBURN VIC 3064

### ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 18/12/2020

DOCUMENT END

# Imaged Document Cover Sheet

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Document Assembled	<b>27/08/2024 12:54</b>

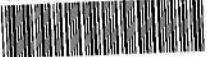
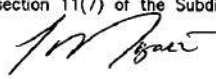
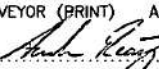

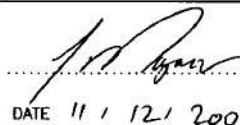
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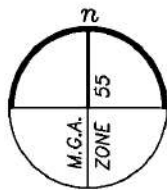
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PS625946B

<b>PLAN OF SUBDIVISION</b>		Stage No. <div style="border-bottom: 1px solid black; width: 50px; margin: 0 auto;"></div>	LRS use only <b>EDITION 1</b>	31/08/2010 \$9085.50 PS 													
<b>Location of Land</b> Parish: YUROKE  Township: - Section: 17 Crown Allotment: A (PART) Crown Portion: -  Title Reference: VOL.11201 FOL.667  Last Plan Reference: LOT C ON PS624522P Postal Address: PEARL DRIVE (at time of subdivision) CRAIGIEBURN 3064  MGA Co-ordinates E 315 600 Zone: 55 (of approx. centre of land in plan) N 5836 250		<b>Council Certification and Endorsement</b> Council Name: HUME CITY COUNCIL Ref: S.00 5713 <del>1. This plan is certified under section 6 of the Subdivision Act 1988.</del> 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 23 / 9 / 2009 <del>3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</del> <b>OPEN SPACE</b> (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has <del>not</del> 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 11 / 12 / 2009															
<b>Vesting of Roads and/or Reserves</b>		<b>Notations</b>															
Identifier	Council/Body/Person	<b>Staging</b> This <del>is</del> is not a staged subdivision Planning Permit No. P11685															
ROAD R1 RESERVE No.1	HUME CITY COUNCIL HUME CITY COUNCIL	<b>Depth Limitation</b> DOES NOT APPLY  LAND SUBDIVIDED - 4.195Ha  LOTS 1 TO 73 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.															
<b>Survey</b> This plan is <del>is not</del> based on survey This survey has been connected to permanent marks no(s) In Proclaimed Survey Area No.		<b>Easement Information</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="vertical-align: top;"> <b>Legend:</b> E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance            A - Appurtenant Easement            R - Encumbering Easement (Road)         </td> <td style="vertical-align: top;"> <b>LRS use only</b>             Statement of Compliance/            Exemption Statement             Received <input checked="" type="checkbox"/>             DATE: 31 / 8 / 2010         </td> </tr> <tr> <td style="text-align: center;">Subject Land</td> <td style="text-align: center;">Purpose</td> <td style="text-align: center;">Width (metres)</td> <td style="text-align: center;">Origin</td> <td style="text-align: center;">Land Benefited/In Favour Of</td> </tr> <tr> <td style="text-align: center;">E-1 E-1</td> <td style="text-align: center;">DRAINAGE SEWERAGE</td> <td style="text-align: center;">SEE DIAG SEE DIAG</td> <td style="text-align: center;">THIS PLAN THIS PLAN</td> <td style="text-align: center;">HUME CITY COUNCIL YARRA VALLEY WATER LIMITED</td> </tr> </table>			<b>Legend:</b> E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)		<b>LRS use only</b>  Statement of Compliance/ Exemption Statement  Received <input checked="" type="checkbox"/>  DATE: 31 / 8 / 2010	Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of	E-1 E-1	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	HUME CITY COUNCIL YARRA VALLEY WATER LIMITED
<b>Legend:</b> E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)		<b>LRS use only</b>  Statement of Compliance/ Exemption Statement  Received <input checked="" type="checkbox"/>  DATE: 31 / 8 / 2010															
Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of													
E-1 E-1	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	HUME CITY COUNCIL YARRA VALLEY WATER LIMITED													
<b>CRAIGIELAND STAGE 3</b> <b>65 LOTS</b>		<b>Licensed Surveyor (Print)</b> ANDREW J. REAY <b>Signature</b>  <b>Date</b> 30 / 11 / 09 <b>REF</b> 5513033 <b>VERSION</b> C <b>DWG</b> 551303AC															
<b>Bosco Jonson Pty Ltd</b> A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992		 <b>HEATH RICHARDS</b> Assistant Registrar of Titles  Sheet 1 of 4 sheets   <b>DATE</b> 11 / 12 / 2009 <b>COUNCIL DELEGATE SIGNATURE</b> Original sheet size A3															

PLAN OF SUBDIVISION	Stage No.	Plan Number
		PS 625946B



81°08'20"

0-10m

74

CABLE CIRCUIT

167°22'  
C239-37  
A239-46  
R2549-90

102

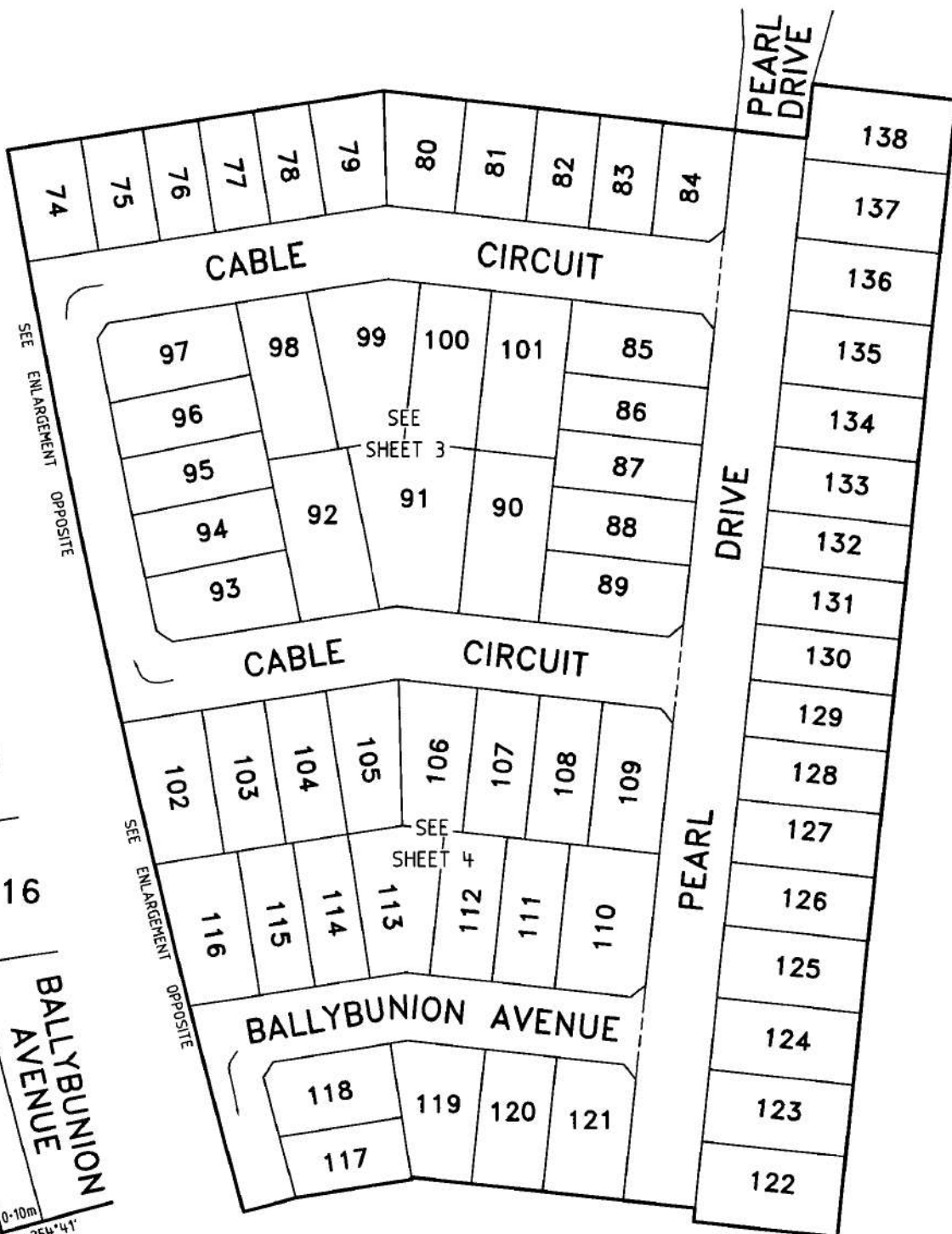
RESERVE  
No.1  
23.9m<sup>2</sup>

116

BALLYBUNION  
AVENUE

254°41'

ENLARGEMENT  
NOT TO SCALE



CRAIGIELAND

STAGE 3

**Bosco Jonson Pty Ltd**

A.B.N 95 282 532 642  
P.O. Box 5075, South Melbourne, Vic 3205  
16 Eastern Road South Melbourne  
Vic 3205 Australia DX 20524 Emerald Hill  
Tel (03) 9699 1400 Fax (03) 9699 5992



ORIGINAL

SCALE

SCALE  
1:1000

SHEET  
SIZE  
A3

10 0 20 40

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREW J. REAY

SIGNATURE *Andrew J. Reay* DATE 30/11/09

REF 5513033 26/11/09 VERSION C  
DWG 551303AC

Sheet 2

*[Signature]*  
DATE 11/12/2009

COUNCIL DELEGATE SIGNATURE

Original sheet size A3



# PLAN OF SUBDIVISION

Stage No.	Plan Number
-----------	-------------

**PS 625946B**

Sheet 3

**CRAIGIELAND**  
**Bosco Jonson Pty Ltd**

A.B.N 95 282 532 642  
P.O. Box 5075, South Melbourne, Vic 3205  
16 Eastern Road South Melbourne  
Vic 3205 Australia DX 20524 Emerald Hill  
Tel 03) 9699 1400 Fax 03) 9699 5992

### STAGE 3

SCALE	SHEET SIZE A3
1:750	

SCALE

LENGTHS ARE IN METRES

LICENSED SURVEYOR: (PRINT) \_\_\_\_\_

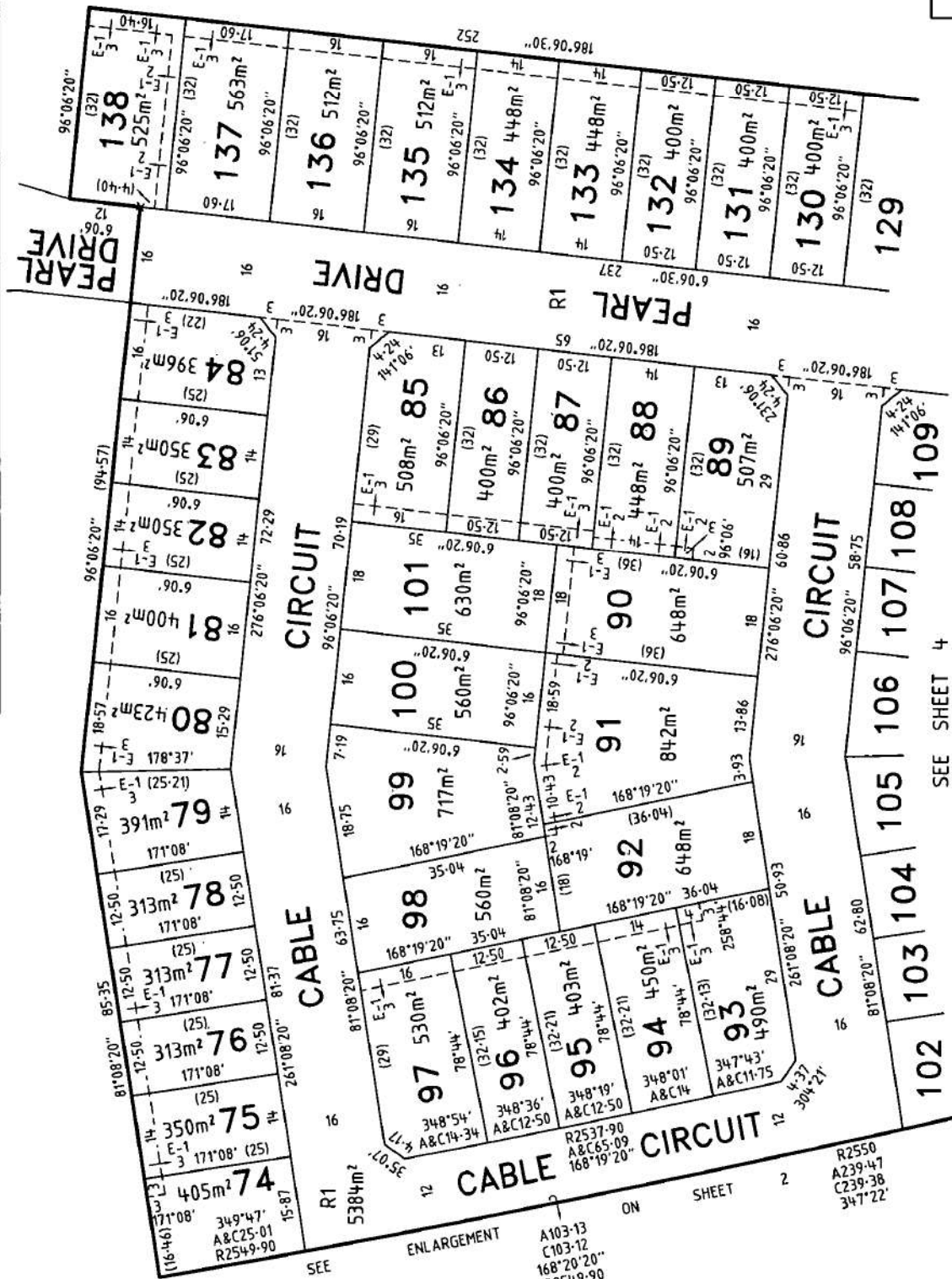
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REF 5513033  
DWG 551303AC

26/11/09 VERSION C

26/11/09 VERSION C

COUNCIL DELEGATE SIGNATURE

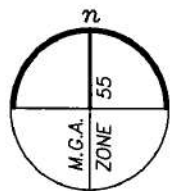


# PLAN OF SUBDIVISION

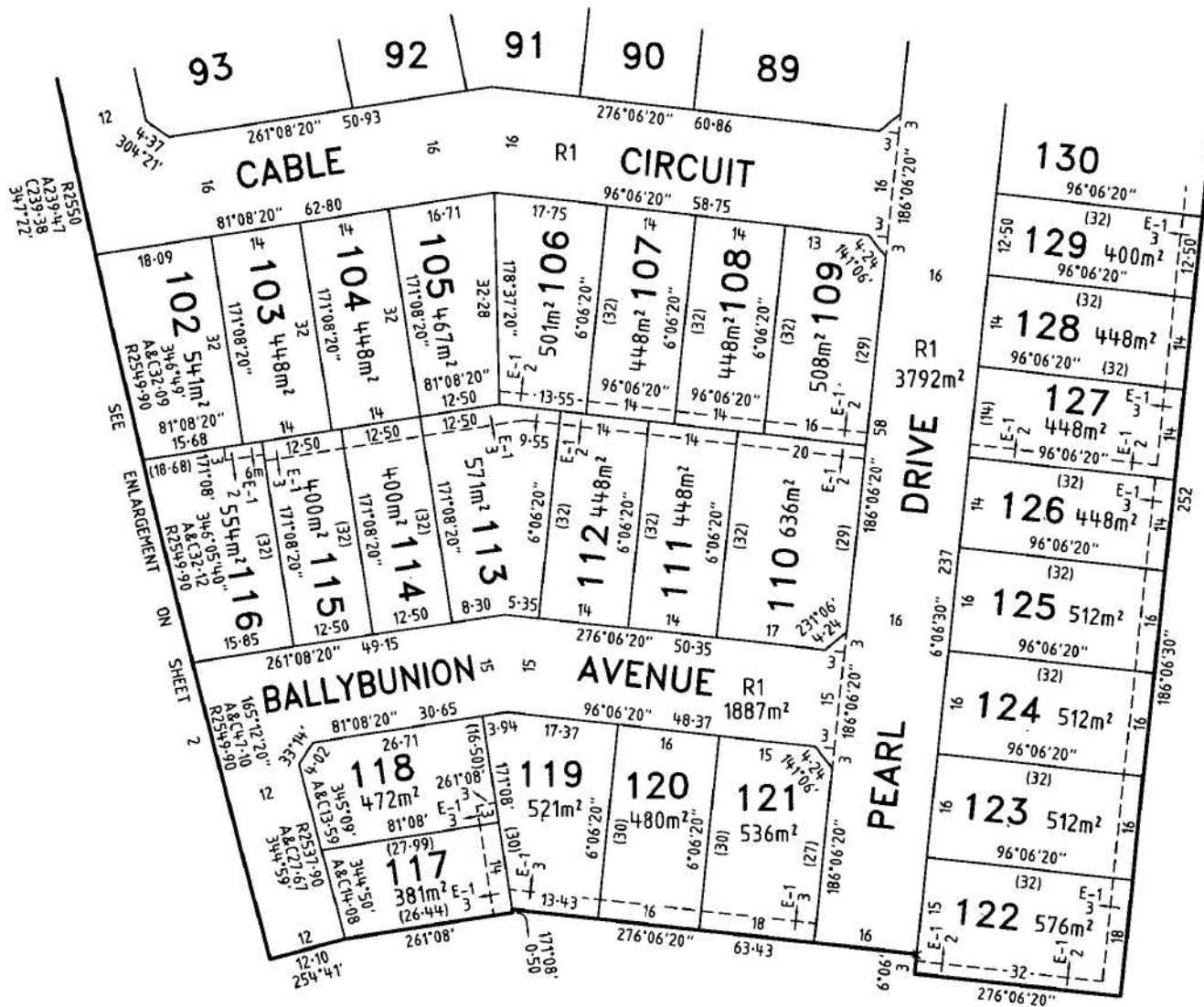
Stage No.

Plan Number

**PS 625946B**



SEE SHEET 3



CRAIGIELAND

STAGE 3

**Bosco Jonson Pty Ltd**

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P.O. Box 5075, South Melbourne, Vic 3205  
16 Eastern Road South Melbourne  
Vic 3205 Australia DX 20524 Emerald Hill  
Tel (03) 9699 1400 Fax (03) 9699 5992



ORIGINAL

SCALE

SCALE  
1:750

SHEET  
SIZE  
A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREW J. REAY

SIGNATURE *Andrew J. Reay* DATE 30/11/09

REF 5513033  
DWG 551303AC 26/11/09 VERSION C

Sheet 4

*Andrew J. Reay*  
DATE 11/12/2009

COUNCIL DELEGATE SIGNATURE

Original sheet size A3



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**TRANSFER OF LAND**

Section 45 Transfer of Land Act 1958

Lodged by:

Name: Macpherson + Kelley

Phone: (03) 9794 2600

Address: 40-42 Scott Street  
Dandenong, Vic, 3175

Ref: PRM:BXC:163632

Customer Code: 1161S

Priv  
The ir  
collec  
and is  
maint  
regist  
Victorian Land Registry**AE833315W**

10/01/2007 \$1325 45



MADE AVAILABLE / CHANGE CONTROL

Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio reference)

Certificate of Title Volume 10979 Folio 270 + Volume 9667 Fol 442

Estate and Interest: (e.g. "all my estate in fee simple")

All its estate and interest in fee simple

Consideration:

\$6,500,000.00

Transferor: (full name)

STOCKLAND HIGHLANDS PTY LTD (ABN 45 097 352 200) formerly LENS WORTH HIGHLANDS PTY LTD  
ACN 097 352 200

Transferee: (full name and address including postcode)

CRAIGIELAND PTY LTD ACN 122185326  
ABN 97 749 306 270 of 27 Scott Street, Canterbury

Directing Party: (full name)

NIL

Creation and/or Reservation and/or Covenant :

"And it the Transferee for itself and respective heirs, executors, administrators and transferees and the registered proprietor or Proprietors for the time being of Lot YYY on Plan of Subdivision Number PS527309F hereby transferred and each and every part of it do hereby covenant with Stockland Highlands Pty Ltd, the Transferor and other the registered proprietor or the proprietors for the time being of Lot H3 on Plan of Subdivision Number PS527309F and every part thereof as follows:

- it will not use or permit or allow to be used the whole or any part of the land hereby transferred for the purposes of a Retirement Village or a Residential Care Facility;
- it will not erect or permit or allow to be or remain erected on the whole or any part of the land hereby transferred any building or improvement intended for use as a Retirement Village or Residential Care Facility.

Continued on T2 Page 2

Approval No: 8980512A

ORDER TO REGISTER  
Please register and issue title to

STAMP DUTY USE ONLY

**T2**

Signed

Cust. Code:

Original Land Transfer  
Stamped with \$357,500.00  
Doc ID 2157212, 21 Dec 2006  
SRO Victoria Duty, IXAO

\* Law Perfect Pty Ltd

THE BACK OF THIS FORM MUST NOT BE USED

Land Registry, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010



In this covenant, the following phrases have the following meanings;

**"Retirement Village"** has the meaning given to it in the *Retirement Villages Act 1986* (Vic)

**"Residential Care Facility"** has the meaning given to it in the *Retirement Villages Act 1986* (Vic)

And it is intended that this covenant will be set out as an encumbrance on the certificate of title to the land hereby transferred and will run with the land.

{D0638180:1}

Approval No: 8980512A



**AE833315W**

10/01/2007 \$1325 45  


**T2 Page 2**



\* Law Perfect Pty Ltd

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Land Registry, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

# ANNEXURE PAGE

Transfer of Land Act 1958

This is page 3 of *Approved Form T2* dated **18.12.06**  
between STOCKLAND HIGHLANDS PTY LTD ABN 45 097 352 200 &  
CRAIGIELAND PTY LTD ~~ABN 97 749 306 270~~ of 27 Scott Street,  
Canterbury **ACN122185326**

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

Signatures of the parties

Panel Heading

Dated: **18 December 2006**

Execution and attestation

on behalf of  
EXECUTED by STOCKLAND HIGHLANDS PTY LTD ABN 45 097 352 200 <sup>by DENIS JON HICKEY under Power of Attorney dated 6 September 2005 who declared of the Corporation Act 2001 (Cth) by authority of its directors: Power of Attorney</sup>

Attorney  
Director

Chief Executive Officer  
Full name **DENIS JON HICKEY**

Usual address **157 LIVERPOOL ST, SYDNEY NSW**

Witness

Director/Secretary

Full name **GAVIN WAYNE ZIMMERLE**

Usual address **157 LIVERPOOL ST, SYDNEY NSW**

EXECUTED by CRAIGIELAND PTY LTD ABN <sup>97 749 306 270</sup> ~~97 749 306 270~~ in accordance with s127(1) of the Corporation Act 2001 (Cth) by authority of its directors:

Director:

Full name: **Dean Harold Lovig**

Usual address: **3 Chapman Street, Brighton East, 3187**

Director/Secretary:

Full name: **Mark Anthony Redford**

Usual address: **27 Scott Street, Canterbury, 3126**

{D0638180:1}

Approval No: 8980512A

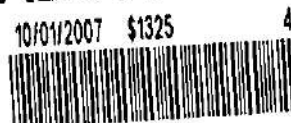
**A1**



\* Law Perfect Pty Ltd

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3. The Annexure Pages must be properly identified and signed by the parties to the Approved Form to which it is annexed.
4. All pages must be attached together by being stapled in the top left corner.

**AE833315W**





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**AH597439N**

# TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name: NAB

Phone: .....

Address: .....

Ref: .....

Customer Code: 9E

**Privacy Collection Statement**

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MADE AVAILABLE / CHANGE CONTROL

Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: *(volume and folio reference)*

Certificate of Title VOLUME 11224 FOLIO 760

Estate and Interest: *(e.g. "all my estate in fee simple")*

All its estate in fee simple

Consideration:

\$160,500.00

Transferor: *(full name)*

Craigieland Pty Ltd ACN 122 185 326

Transferee: *(full name and address including postcode)*

Access Property Group Pty Ltd ACN 131 388 488 of 56 Barclay Road, Derrimut, VIC 3030

Directing Party: *(full name)*

Creation and/or Reservation of Easement and/or Covenant:

And the said transferee for himself, his heirs, executors, administrators and transferees the registered proprietor or proprietors for the time being of the land hereby transferred and of every part or parts thereof do hereby and as a separate covenant covenants with Craigieland Pty Ltd, its successors, assigns and transferees and other registered priorietor or proprietors for the time being of all land comprised in the Plan of Subdivision and every part or parts thereof (other than the land hereby transferred) shall not erect or cause to be erected or construct on the land hereby sold a dwelling house other than constructed of brick, brick or masonry veneer, or other approved texture coated material.

Approval No. 18260911A

ORDER TO REGISTER

STAMP DUTY USE ONLY

**T2**

Please register and issue title to

Signed

Cust. Code:

Original Land Transfer  
Stamped with \$4,700.00  
Doc ID 2643389, 28 Oct 2010  
380 Victoria Duty, 7842



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Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

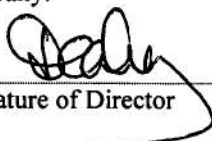


AH597439N

Dated: 21/9/2010

Execution and attestation:

EXECUTED by CRAIGIELAND PTY LTD ACN 122 185 326 in accordance with Section 127 of the Corporations Act 2001 by being signed by those persons who are authorised to sign for the company:

  
Signature of Director


DEAN HAROLD DAVIS  
Full name of Director

3 CHAPMAN STREET BRIGHTON EAST 3187  
Usual address of Director

  
Signature of Director / Secretary

MARK ANTHONY REDFORD  
Full name of Director / Secretary

24 ALBION STREET SURREY HILLS 3127  
Usual address of Director / Secretary

  
Approval No. 18260911A

T2

Page 2



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Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

# ANNEXURE PAGE

## Transfer of Land Act 1958

**AH597439N**

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This is page 3 of *Approved Form T2* dated 21/9/2010  
Property Group Pty Ltd ACN 131 388 488

between Craigieland Pty Ltd ACN 122 185 326 and Access

Signature of the parties

### Panel Heading

EXECUTED by ACCESS PROPERTY GROUP  
PTY LTD ACN 131 388 488 in accordance with  
s127(1) of the Corporations Act 2001 by being  
signed by the person who is authorised to sign for  
the company.

Signature of Sole Director and Sole Company Secretary 4

Full Name

Usual Address

Robert T. Evans  
120 Lygon St East  
Brunswick VIC 3057

Approval No. 18260911A

**A1**



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3. The Annexure Pages must be properly identified and signed by the parties to the *Approved Form* to which it is annexed.
4. All pages must be attached together by being stapled in the top left corner.



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F

S.R. No. 8/1998

Planning and Environment Regulations 1998

Form 18

Section 181

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

Planning and Environment Act 1987



**AE732279L**

16/11/2006 \$94.60 173



**Lodged at the Titles Office by:**

Name: STOCKLAND DEVELOPMENT PTY LIMITED  
Phone: (03) 95701304  
Address: LV 4, 541 ST KILDA RD, MELBOURNE 3004  
Ref: LOT YYY, HIGHLANDS  
Customer Code: 029446

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:** Lots H3 and YYY (inclusive) on Plan of Subdivision No. 527309F and being part of the land comprised in certificate of title volume 10973 folio 560. NOW = 10979 - 269/70 LJE 24/11/06

**Authority:** Hume City Council of 1079 Pascoe Vale Road, Broadmeadows, Victoria, 3047.

**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:** M. Lee

**Name of Officer:** MICHAEL NELTHORPE

**Position Held:** MANAGER - CITY DEVELOPMENT

**Date:** 16-11-2006

LJE 24/11/06



---

Hume City Council

---

---

Stockland Highlands Pty Ltd

---

## Section 173 Agreement

(Highlands Craigieburn)

---

Ref: AJH/9016143 4149404v3

© Corrs Chambers Westgarth

**AE732279L**

16/11/2006 \$94.60

173



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1.2	Construction	2
<b>2</b>	<b>Acknowledgment</b>	<b>3</b>
<b>3</b>	<b>Commencement and end</b>	<b>3</b>
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THIS AGREEMENT is made on *13 November* 2006  
BETWEEN HUME CITY COUNCIL of 1079 Pascoe Vale Road, Broadmeadows,  
Victoria, 3047 ("Council")  
AND STOCKLAND HIGHLANDS PTY LTD (formerly Lensworth Highlands  
Pty Ltd) ACN 097 352 200 of Level 4, 541 St Kilda Road, Melbourne,  
Victoria, 3004 ("Owner")

## Recitals

- A The Owner is the registered proprietor of the Land.
- B The Council is the responsible authority under the Act for the administration and enforcement of the Planning Scheme which applies to the Land.
- C On 22 September 2004 the Council granted the Planning Permit for the two lot subdivision of the Land in accordance with the Plan of Subdivision. Condition 2 of the Planning Permit requires the Owner to enter into an agreement pursuant to Section 173 of the Act.
- D The parties have agreed to enter into this Agreement with Council on the terms and conditions set out in this Agreement.

## It is agreed

### 1 Interpretation

#### 1.1 Definitions

In this Agreement:

"Act" means the Planning and Environment Act 1987.

"Agreement" means this document and the agreement constituted by it.

"Business Day" means a day other than a Saturday, Sunday or bank or public holiday in Melbourne.

"Council" means the Hume City Council and its successors.

"Craigieburn Road North Land" means the land marked with vertical lines on Figure 24 of the Local Structure Plan and bounded to the north by the land contained in Stage 2 South and to the east by the Employment Area and situated on the north side of Craigieburn Road West.

"Framework" means the document titled "Craigieburn Strategic Framework and Local Structure Plans" dated June 1994 and amended in November 1999 and September 2005.

"Land" means 385 Craigieburn Road, Craigieburn being the land in Certificate of Title Volume 10973 Folio 560 and comprising Lot H3 and Lot YYY.



**"Land Swap Expiry Date"** means Five (5) years from the date of this Agreement.

**"Local Structure Plan"** means the Local Structure Plan for Craigieburn Land Holdings - Silverton Limited (Stocklands) contained in Part 2 of the Framework.

**"Lot H3"** means that part of the Land marked "H3" on the Plan of Subdivision forming part of the Land.

**"Lot YYY"** means that part of the Land marked "YYY" on the Plan of Subdivision forming part of the Land.

**"Stockland Highlands"** means Stockland Highlands Pty Ltd (formerly Lensworth Highlands Pty Ltd) ACN 097 352 200.

**"Owner"** means Stockland Highlands or any person registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor of an estate in fee simple in the Land or any part of the Land and includes a mortgagee in possession.

**"Plan of Subdivision"** means Plan of Subdivision number PS527309F, version C which subdivides the Land into Lot H3 and Lot YYY.

**"Planning Permit"** means planning permit P9346 which allows a two lot subdivision of the Land.

**"Planning Scheme"** means the Hume Planning Scheme (as amended from time to time) and any planning scheme which replaces it.

**"Stage 1S"** means the land delineated as "1S" or "Stage 1 South" delineated with vertical lines in Figure 24 of the Local Structure Plan and includes the Land and the Craigieburn Road North Land.

## 1.2 Construction

Unless expressed to the contrary, in this Agreement:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) "includes" means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) a reference to:
  - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
  - (ii) any legislation or subordinate legislation includes any corresponding later legislation or subordinate legislation;



- (iii) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
- (iv) a right includes a benefit, remedy, discretion and power;
- (v) time is to local time in Melbourne;
- (vi) "\$" or "dollars" is a reference to Australian currency;
- (vii) this or any other Agreement includes the Agreement as novated, varied or replaced and despite any change in the identity of the parties;
- (viii) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmission; and
- (ix) this Agreement includes all schedules and annexures to it;
- (g) if the date on or by which any act must be done under this Agreement is not a Business Day, the act must be done on or by the next Business Day; and
- (h) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

## 2 Acknowledgment

The parties acknowledge that this Agreement is made pursuant to section 173 of the Act.

## 3 Commencement and end

### 3.1 Commencement

This Agreement will come into force and effect on and from the date of execution.

### 3.2 End

This Agreement will end on the completion of the requirements and contributions to be performed or made under the Local Structure Plan (as varied by **clause 4**) the satisfaction of the Council.

## 4 Acknowledgments by Owner

The Owner acknowledges and agrees:

- (a) subject to **paragraph (b)**, on and from the date of this Agreement all of the requirements and contributions to be performed or made under the Local Structure Plan in respect of Stage 1S must be performed and made by the Owner in respect of the land comprising Stage 1S except for Lot YYY; and





- (b) if title to Lot YYY is not transferred by Stockland Highlands to Delfin Lend Lease by the Land Swap Expiry Date, then on and from the Land Swap Expiry Date:
  - (i) **paragraph (a)** shall no longer apply; and
  - (ii) the Owner must again perform all requirements and make all contributions under the Local Structure Plan in respect of the whole of the land comprising Stage 1S.

## 5 Statutory role of Council

The parties acknowledge that this Agreement does not fetter the future exercise of any statutory discretion by the Council whether in relation to this Agreement or otherwise and the provisions of this Agreement must be read and construed accordingly.

## 6 Registration and other obligations

### 6.1 Successors in title

The Owner agrees that each obligation imposed on the Owner under this Agreement:

- (a) takes effect as a covenant which is annexed to and runs at law and in equity with the Land; and
- (b) binds the Owner, its successors, assigns and transferees and the registered proprietor (including a mortgagee in possession) for the time being of the whole or any part of the Land and in particular to each transferee of a Lot.

### 6.2 Registration

The Owner must:

- (a) consent to the Council making an application to the Registrar of Titles to make a recording of this Agreement in the register on the certificate of title to the Land in accordance with section 181 of the Act; and
- (b) do all things necessary to enable the Council to make the application described in **paragraph (a)** including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable a recording to be made in the register under that section.

### 6.3 Enforceability

This Agreement is enforceable and takes effect as a general agreement between the Owner and the Council whether or not it is also enforceable as an agreement under section 173 of the Act.



## **7 Notices**

- (a) Any notice, demand, certification, process or other communication relating to this Agreement may be served on the Owner by pre-paid ordinary mail, personally delivered or left at the Owner's address.
- (b) A communication which has been posted is deemed to have been served at the expiration of 24 hours from the time of posting.

## **8 General**

### **8.1 Legal costs**

- (a) Stockland Highlands must pay the Council's reasonable legal costs in relation to the preparation, drafting, finalisation, engrossment, execution and registration of this Agreement which, until paid, remain a debt due to the Council.
- (b) The Owner must pay the Council's reasonable legal costs in relation to the enforcement of this Agreement and the removal of this Agreement from the register of the Land Titles Office in respect of a particular Lot.

### **8.2 Amendment**

Subject to section 178 of the Act, this Agreement may only be varied or replaced by a document duly executed by the parties.

### **8.3 Waiver and exercise of rights**

- (a) A single or partial exercise or waiver by a party of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.
- (b) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

### **8.4 Rights cumulative**

Except as expressly stated otherwise in this Agreement, the rights of a party under this Agreement are cumulative and are in addition to any other rights of that party.

### **8.5 Further steps**

Each party must promptly do whatever any other party reasonably requires of it to give effect to this Agreement and to perform its obligations under it.

### **8.6 Liability**

An obligation of two or more persons binds them separately and together.

### **8.7 Severability**

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, paragraph or clause of this Agreement is unenforceable, illegal



or void then it must be severed and the other provisions of this Agreement remain operational.

#### **8.8 Governing law and jurisdiction**

- (a) This Agreement is governed by and is to be construed in accordance with the laws applicable in Victoria.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.





Executed as a deed.

THE COMMON SEAL of HUME CITY  
COUNCIL was hereto affixed on the  
13/11/06  
in the presence of:



.....  
Councillor

.....  
Chief Executive Officer

THE COMMON SEAL of  
STOCKLAND HIGHLANDS PTY LTD  
is affixed in the presence of:

Signed by Stockland Highlands Pty Ltd  
By its duly appointed attorney  
JOHN STUART GIBSON who certifies  
that he/she has received no revocation of the  
Power of Attorney dated 5/11/06 In the  
presence of:

.....  
Company Secretary/Director

JOHN STUART GIBSON  
Name of Company Secretary/Director  
(print)

72 LV 4, 541 ST KILDA RD  
Usual address MELBOURNE

.....  
Director WITNESS

ANGUS RAMSAY  
Name of Director (print)

92 LV 4, 541 ST KILDA RD  
Usual address MELBOURNE

## Rates and charges reminder notice

For the period 1 July 2023 to 30 June 2024

Enquiries: 9205 2200



O C OTI & C OTI  
20 CARAT ST  
GREENVALE VIC 3059

PROPERTY NUMBER: 675314  
PAYMENT REFERENCE: 9713561  
DATE OF ISSUE: 13/10/2023



For emailed notices:  
[hume.enotices.com.au](https://hume.enotices.com.au)  
Reference: 1591215C6L



025  
1005517  
R1\_12109

### PROPERTY DETAILS

16 CABLE CCT CRAIGIEBURN VIC 3064  
Lot 77 PS 625946B Vol 11224 Fol 760  
Owner Details: OTIS CONRAD OTI COMFORT OTI

#### Site Value

\$310,000

#### Capital Improved Value

\$510,000

#### Net Annual Value

\$25,500

Level of Value Date: 01/01/2023

Date Adopted for Rating Purposes: 01/07/2023

### RATES AND CHARGES

#### Amount Due

\$157.27

This notice includes payments made to 12/10/2023

Thank you if you have recently made a payment. If you're experiencing financial hardship, we encourage you to apply for a payment plan online in under five minutes, [www.hume.vic.gov.au/rates](https://www.hume.vic.gov.au/rates)

### INSTALMENT AMOUNT DUE

\$157.27

#### DUE DATE

Now Due

### Customer Service Centres

Broadmeadows 1079 Pascoe Vale Road  
Craigieburn 75-95 Central Park Avenue  
Sunbury 44 Macedon Street  
Cashier hours: 8am-5pm weekdays

### Contact Council

PO BOX 119, Dallas 3047  
Phone: 9205 2200  
Email: [contactus@hume.vic.gov.au](mailto:contactus@hume.vic.gov.au)  
[hume.vic.gov.au](https://hume.vic.gov.au)



Scan here to pay

VISA



Bank  
Account

### HOW TO PAY



**BPAY** (BPAYView Registration No: 9713 561)  
Access Bpay via your internet banking  
BILLER CODE: 12500  
REF: 9713561



**POST BILLPAY**  
BILLPAY CODE: 0862  
REF: 9713561



\*862 9713561



**ONLINE OR PHONE**  
Call 13 18 16 or visit [hume.vic.gov.au/pay](https://hume.vic.gov.au/pay)



**DIRECT DEBIT**  
Register online at  
[hume.vic.gov.au/rates](https://hume.vic.gov.au/rates) to arrange  
automatic payment of your account



**IN PERSON**  
Pay at your nearest Council Customer  
Contact Centre in Broadmeadows,  
Craigieburn or Sunbury or visit your  
nearest Post Office.



**MAIL**  
Send this slip with your cheque made  
payable to: Hume City Council,  
PO Box 119 Dallas 3047

# Your quarterly bill



MR O & MRS C OTI  
20 CARAT ST  
GREENVALE VIC 3059

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

Account number 67 5768 5893  
Invoice number 6758 6547 71055  
Issue date 30 May 2024  
Tax Invoice Yarra Valley Water ABN 93 066 902 501

Amount due  
**\$184.98**

Due date  
**20 Jun 2024**

## Summary

### 16 CABLE CCT, CRAIGIEBURN

Property Number 5014 582, PS 625946

Product/Service	Amount
Water Supply System Charge	\$20.03
Sewerage System Charge	\$114.47
<b>Yarra Valley Water Total</b>	<b>\$134.50</b>
<b>Other Authority Charges</b>	
Waterways and Drainage Charge on behalf of Melbourne Water	\$29.38
Parks Charge	\$21.10
<b>TOTAL (GST does not apply)</b>	<b>\$184.98</b>



#### Important note

Your bill includes the parks charge, which is now billed quarterly.

No water usage has been charged on this account.

## Payment summary

Last Account	\$184.98
Paid/Adjusted	-\$184.98
Balance	\$0.00
Total this Account	+\$184.98
<b>Total Balance</b>	<b>\$184.98</b>



## How to pay



\*3042 675865477105 5



#### Direct Debit

Sign up for Direct Debit at [yvw.com.au/directdebit](http://yvw.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: 675709957



#### BPAY®

Bill code: 344366  
Ref: 675 7685 8938



#### Centrelink

Arrange regular deductions from your Centrelink payments. Visit [yvw.com.au/paying](http://yvw.com.au/paying) CRN reference: 555 054 118T



#### Credit card

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



#### Post Billpay®

Pay in person at any post office, by phone on 13 18 16 or at [postbillpay.com.au](http://postbillpay.com.au)  
Bill code: 3042  
Ref: 6758 6547 71055

MR O & MRS C OTI

Account number	67 5768 5893
Invoice number	6758 6547 71055
<b>Total due</b>	<b>\$184.98</b>
Due date	20 Jun 2024
Amount paid	\$



## Your usage detail

1kL = 1,000 litres

No water usage has been charged on this account.

Your \*NAV is at a sufficiently low level to attract the current quarterly minimum parks charge of \$21.10.

\*NAV = Net Annual Value of your property which is capped at 1990 levels.

## Your charges explained

### → Water supply system charge

**1 April 2024 - 30 June 2024**

A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.

### → Sewerage system charge

**1 April 2024 - 30 June 2024**

A fixed cost for running, maintaining, and repairing the sewerage system.

### → Other authority charges

**Waterways and drainage charge**

**1 April 2024 - 30 June 2024**

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](https://melbournewater.com.au/wwdc)



**Parks charge**

**1 April 2024 - 30 June 2024**

Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit [parks.vic.gov.au](https://parks.vic.gov.au)

## Financial assistance

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

## Contact us

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

## 📅 Next meter reading:

Between 27 Aug-3 Sep 2024

# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 27 August 2024 12:47 PM

## PROPERTY DETAILS

Address: **16 CABLE CIRCUIT CRAIGIEBURN 3064**  
Lot and Plan Number: **Lot 77 PS625946**  
Standard Parcel Identifier (SPI): **77\PS625946**  
Local Government Area (Council): **HUME**  
Council Property Number: **675314**  
Planning Scheme: **Hume**  
Directory Reference: **Melway 386 F10**

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

[Planning Scheme - Hume](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **GREENVALE**

## OTHER

Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[COMPREHENSIVE DEVELOPMENT ZONE \(CDZ\)](#)

[COMPREHENSIVE DEVELOPMENT ZONE - SCHEDULE 1 \(CDZ1\)](#)



**CDZ - Comprehensive Development**

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.delwp.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 PROPERTY REPORT: 16 CABLE CIRCUIT CRAIGIEBURN 3064

Page 1 of 4

## Planning Overlays

### DEVELOPMENT PLAN OVERLAY (DPO)

### DEVELOPMENT PLAN OVERLAY - SCHEDULE 7 (DPO7)



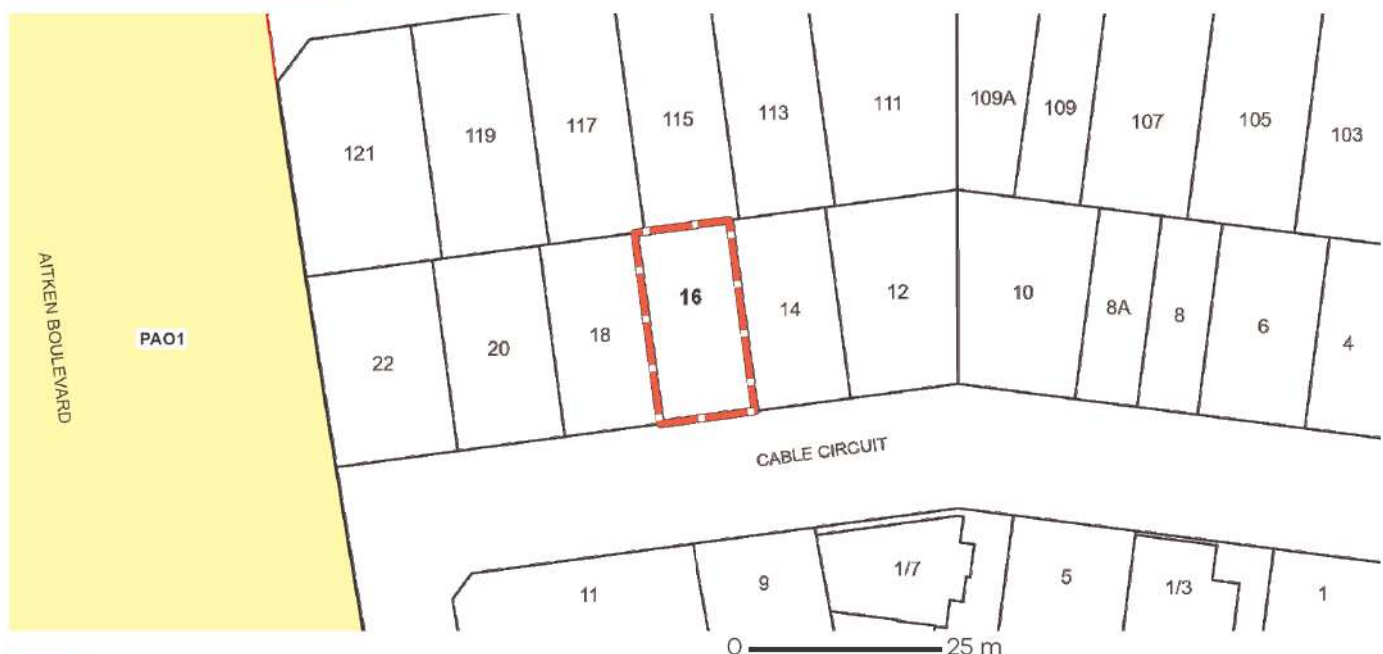
### DPO - Development Plan Overlay

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

### PUBLIC ACQUISITION OVERLAY (PAO)



### PAO - Public Acquisition Overlay

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



## Further Planning Information

Planning scheme data last updated on 21 August 2024.

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

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

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

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

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

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

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

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

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

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

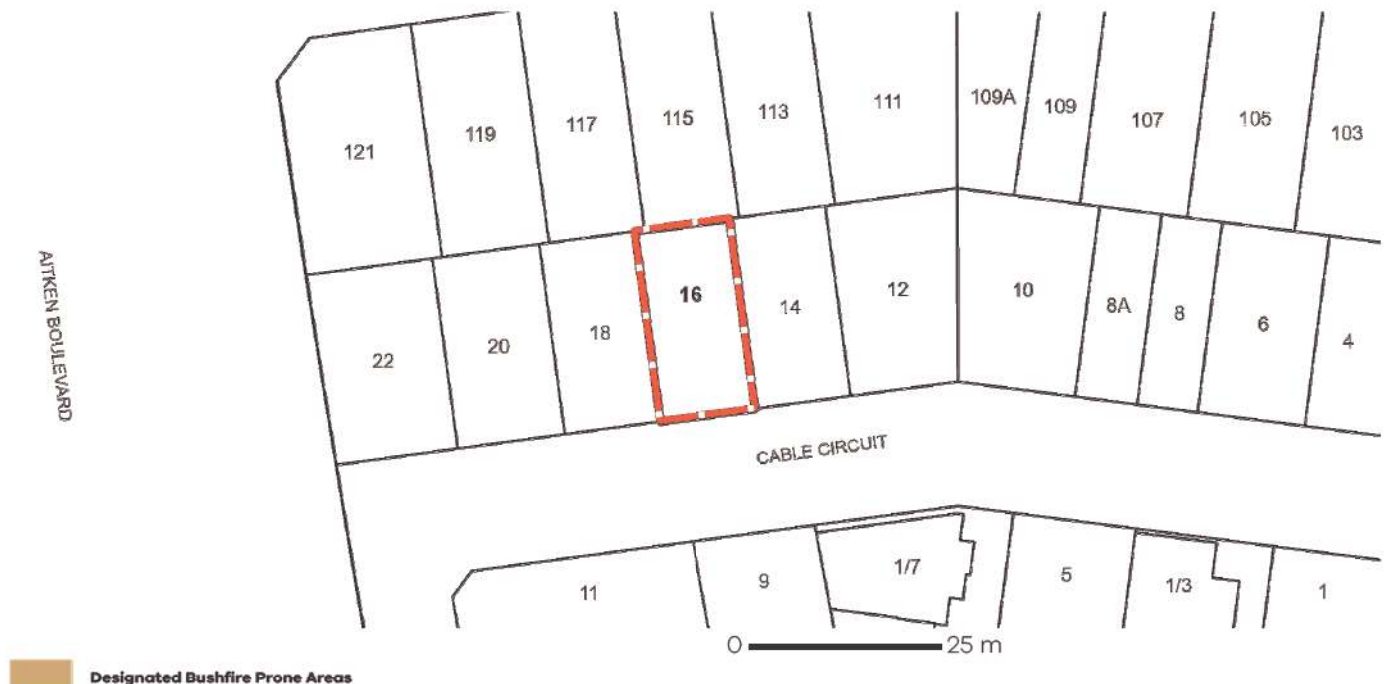
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 27 August 2024 12:47 PM

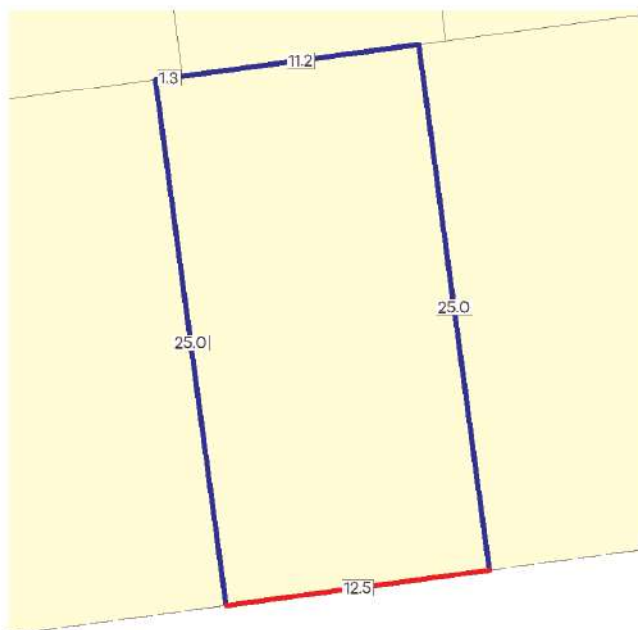
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Local Government Area (Council): **HUME**  
Council Property Number: **675314**  
Directory Reference: **Melway 386 F10**

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

## SITE DIMENSIONS

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



**Area:** 312 sq. m

**Perimeter:** 75 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: **JEMENA**

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **GREENVALE**

## 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

