

Contract of sale of land

Property address: 20 Erba street, Wollert, 3750

Vendor: Nick Callegari and Eunice Callegari

Purchaser:

Prepared by
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Ref: JO:002019

Part 1

Contract of sale of land

Property address: 20 Erba street, Wollert, 3750

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, the general conditions and any special conditions in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31 of the Sale of Land Act 1962

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

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

If you end the contract in this way, 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.

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 have previously signed a contract for the sale of the same land in substantially the same terms; or
- You are an estate agent or a corporate body.

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

Off-the-plan sales

Section 9AA(1A) of the Sale of Land Act 1962

You may negotiate with the vendor the amount of the 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 the contract of sale of that lot 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 in accordance with Division 2 of Part II of that Act; and**
- **A copy of the full terms of this contract.**

The parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney, as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

On / /

Print name of person signing.

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.

This offer will lapse unless accepted within clear business days – 3 clear business days if none specified.

SIGNED BY THE VENDOR

On / / 2024

NICK CALLEGARI & EUNICE CALLEGARI,

Print name of person signing.

State nature of authority if applicable, for example, '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 AGENT

Name	Harcourts Rata and Co	Phone	03 9401117	Fax	03 94012031
Address	769 High Street, Epping, VIC 3076	Email	sold@rataandco.com.au		

VENDOR

PRACTITIONER – SOLICITOR/CONVEYANCER

Name	Nick Callegari and Eunice Callegari	Name	Callahans		
Address		Address	Suite 6,, 93-97 Plenty Road, Bundoora Vic 3083		
Address		Contact	Jerome Daniel O'Callahan		
ACN/ABN		Email	admin@callahanslawyers.com.au		
		Phone	03 9467 7299	Fax	03 9467 7399

PURCHASER

PRACTITIONER – SOLICITOR/CONVEYANCER

		Name	
Name		Address	
		Contact	
Address		Email	
		Phone	Fax
ACN/ABN			
Guarantor			

LAND

General conditions 3 and 9

☒ The land is described in the table below —

Certificate of Title reference	being lot	on plan
Volume 12513	Folio 151	428
		8193825

OR

☐

The land includes all improvements and fixtures.

Property address

The address of the land is:

20 Erba street, Wollert

Goods sold with the land

General condition 2(a)(vi)

Goods sold with land are:

☒ Listed in attached schedule.

OR

☐ Listed as follows:

PAYMENT

General condition 11

Price: \$

Plus GST: \$

Payable by purchaser in addition to price — Insert 'Nil' if no GST payable by purchaser

Total price: \$

Payable by purchaser

Deposit: \$

By of which \$0.00 has been paid

Balance: \$

Payable at settlement

Foreign resident vendor: ☐ Value \$750,000 or more

See general condition 15(f) and (g).

GST

General condition 13

☒ No, because:

☒ Vendor not registered or required to be registered

☐ Existing residential premises

☐ Not in the course or furtherance of an enterprise

☐ Going concern

☐ Farmland used for farming business or sale of subdivided farmland to an associate

☐ Yes, because:

☐ Purchaser entitled to input tax credit

☐ Purchaser NOT entitled to input tax credit

☐ Margin scheme applies

☐ Mixed supply

GST withholding

Notice is required if taxable supply of residential premises or potential residential land. General condition 13(g)

Notice required to be given by vendor

☐ Yes ☒ No

Withholding required by purchaser

☐ Yes ☒ No

No withholding for residential premises because:

☒ Vendor not registered or required to be registered

☐ The premises are not new

☐ The premises were created by substantial renovation

No withholding for potential residential land because:

☐ Vendor not registered or required to be registered

☐ The land includes a building used for commercial purposes

☐ The purchaser is registered for GST and acquires the property for a creditable purpose

- ☐ The premises are commercial residential premises

SETTLEMENT

General condition 10

Is due on

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

- ☒ The above date; or
☐ 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

The plan of subdivision must be registered within [18 months if no other period is stated] of the day of sale (the sunset date) otherwise general condition 9(a) or 9(b) shall apply.

LEASE

General conditions 1(a)(iii) and 22

At settlement the purchaser is:

- ☒ Entitled to vacant possession.

OR

- ☐ Subject to a lease, particulars of which are:

- ☐ Attached; or
☒ As follows:

TERMS CONTRACT

Add special conditions.

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962.

- ☐ Yes ☒ No

LOAN

General condition 14(a)-(d)

This contract is subject to a loan being approved within:

- ☐ 21 days OR ☐ 14 days from the contract date (approval period)

Lender:

Loan amount:

BUILDING AND PEST REPORT

General condition 14(e)-(f)

This contract is subject to:

- ☐ Building report. Provider:
☐ Pest report. Provider:

Special conditions

- ☐ Yes ☒ No

1.

2.

3.

Contract of sale of land 2024 edition

Part 2

General Conditions

The vendor warrants that these general conditions are identical to the general conditions of the By Lawyers contract of sale of land current as at the date of preparation of this contract. The parties agree that special conditions may be added to these general conditions but that these general conditions shall prevail in the case of any conflict between the general conditions and the special conditions.

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1. Encumbrances

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

- (a) The vendor warrants that the vendor:
- (i) Has, or by the due date for settlement will have, the right to sell the land; and
 - (ii) Is under no legal disability; and
 - (iii) Is in possession of the land, either personally or through a tenant; and
 - (iv) 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
 - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

(b) The vendor further warrants that the vendor has no knowledge of any of the following:

- (i) Public rights of way over the land;
- (ii) Easements over the land;
- (iii) Lease or other possessory agreement affecting the land;
- (iv) 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;
- (v) Legal proceedings which would render the sale of the land void, voidable or capable of being set aside.

(c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

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

- (i) 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
- (ii) 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
- (iii) 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.

(e) Words and phrases used in this general condition have the same meaning as in the Building Act 1993.

3. Identity of the land

(a) 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.

(b) The purchaser may not:

- (i) Make any objection or claim for compensation for any alleged

misdescription of the property or any deficiency in its area or measurements; or

- (ii) Require the vendor to amend title or pay any cost of amending title.

4. Services

(a) 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.

(b) 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

(a) Unless settlement is to be conducted electronically, the transfer of land 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.

(b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.

(c) The vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

7. Electronic settlement

(a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.

- (b) The vendor must open the electronic workspace as soon as reasonably practicable and nominate a time of day for locking the workspace at least 7 days before the due date for settlement.
- (c) Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred.

8. Builder warranty insurance

The vendor agrees to provide prior to settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

9. Off the plan

- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
 - (i) The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;
 - (ii) The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962;
 - (iii) Pursuant to section 10F(1) of the Sale of Land Act 1962, the vendor gives the purchaser notice that:
 - A. The vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and
 - B. The purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
 - C. The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and
 - D. The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.
- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- (c) If this contract includes the construction of any building on the land, the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.
- (d) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

10. Settlement

- (a) At settlement:
 - (i) The purchaser must pay the balance of purchase money; and
 - (ii) The vendor must:
 - A. Do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - B. Give either vacant possession or receipt of rents and profits in accordance with the particulars of sale; and

- C. Ensure that keys enabling access to the property are available to the purchaser.
- (b) The vendor's obligations under this general condition continue after settlement.
- (c) Settlement must be conducted between the hours of 10 am and 4 pm unless the parties agree otherwise.

11. Payment

- (a) The purchaser must pay the deposit:
 - (i) To the vendor's licensed estate agent; or
 - (ii) If there is no estate agent:
 - A. To the vendor's legal practitioner or conveyancer; or
 - B. 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.
- (b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.
- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (i) Must not exceed 10% of the price; and
 - (ii) 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.
- (d) The purchaser must pay all money other than the deposit:
 - (i) To the vendor, or the vendor's legal practitioner or conveyancer; or
 - (ii) In accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- (e) Payments may be made or tendered:
 - (i) In cash; or
 - (ii) By cheque drawn on an authorised deposit taking institution; or
 - (iii) At the direction of the vendor, by cheque drawn on a trust account; or

- (iv) If the parties agree, by electronically transferring the payment in the form of cleared funds. The purchaser must provide evidence to the vendor or the vendor's legal practitioner or conveyancer that the electronic transfer has taken place.
- (f) At settlement, the purchaser must pay the fees on up to 3 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 bear the fees incurred for additional cheques.
- (g) For the purpose of this contract '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.

12. Stakeholding

- (a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.
- (b) Any objection to the vendor's title must be made within 28 days of the day of sale.
- (c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:
 - (i) General condition 12(a) has been satisfied; and
 - (ii) The purchaser has not made a valid objection to title.
- (d) If there is a mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:
 - (i) General condition 12(a) has been satisfied; and
 - (ii) The purchaser has not made a valid objection to title; and
 - (iii) The vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and

- (iv) 28 days have elapsed since providing that evidence.

13. Goods and Services Tax

- (a) Unless otherwise provided in the particulars of sale or the special conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, the vendor will repay to the purchaser any money paid on account of GST.
- (d) This clause applies if **'going concern'** is specified in the particulars of sale.
 - (i) The purchaser warrants that it is registered for GST.
 - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38-325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.
 - (iii) The vendor must continue to carry on the enterprise until settlement.
 - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (e) This clause applies if **'farmland used for farming business or sale of subdivided farmland'** to an associate' is specified in the particulars of sale.
 - (i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.
 - (ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

- (iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.

- (f) This clause applies if **'mixed supply'** is specified in the particulars of sale.

- (i) GST is included in the price.
- (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.

- (iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.

- (iv) The parties must agree on the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.

- (g) **GST withholding - Residential premises or potential residential land**

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act:

- (i) Vendor's notice

- A. If the particulars of sale indicate that no GST withholding under Subdivision 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under section 14-255 that the purchaser is not required to make a GST withholding payment under section 14-250 for the reason indicated in the particulars of sale; otherwise
- B. The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.

- (ii) Amount to be withheld by the purchaser

- A. Where the margin scheme applies 7% of the purchase price; otherwise
- B. 1/11th of the consideration inclusive of GST, which may include non-cash consideration.
- (iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.
- (iv) Purchaser to remit withheld amount
 - A. If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; otherwise
 - B. The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.
- (v) Vendor to indemnify purchaser

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.
- (iv) Advise the vendor that the purchaser no longer relies on this condition.
- (c) If the vendor fails to respond to the extension request within 2 clear business days the purchaser may, within a period of 2 clear business days, either:
 - (i) End the contract; or
 - (ii) Advise the vendor that the purchaser no longer relies on this condition.
- (d) The purchaser may end the contract if the loan is not approved within the approval period or the extended approval date, if applicable, but only if the purchaser:
 - (i) Applied for the loan; and
 - (ii) Did everything reasonably required to obtain approval of the loan; and
 - (iii) Provides written proof to the vendor that the loan was not approved; and
 - (iv) Serves written notice on the vendor ending the contract within 2 clear business days after the expiry of the approval period or the extended approval date, if applicable; and
- (v) Is not in default under any other condition of this contract when the notice is given.
- (e) If the particulars of sale specify that this contract is subject to a building report or pest report being obtained, this contract is subject to the purchaser obtaining a building report and/or pest report satisfactory to the purchaser in relation to the property within 10 days of the day of sale (the satisfaction date) or any later date agreed by the vendor (the extended satisfaction date).

14. Loan, building report or pest report

- (a) 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 within the approval period or any later date in accordance with this condition.
- (b) If the loan has not been approved within the approval period, the purchaser may request an extension of time to obtain loan approval (extension request) and the vendor may either:
 - (i) Grant the extension request; or
 - (ii) Advise the purchaser that the extension request is refused,

in which case the purchaser may, within 2 clear business days either:

 - (iii) End the contract; or
- (i) Applied for the report; and
- (ii) Provides the vendor with a copy of the written report; and
- (iii) Serves written notice ending the contract on the vendor within 2 clear business days after the satisfaction date or extended satisfaction date, if applicable; and
- (iv) Is not in default under any other condition of this contract when the notice is given, and

the building report reveals a defect, or the pest report reveals an infestation, either of which materially prejudices the purchaser and the purchaser, acting reasonably, would not have entered into the contract if the defect or infestation had been disclosed.

- (g) All deposit money must be immediately refunded to the purchaser if the contract is ended in accordance with this general condition.

15. Adjustments

- (a) 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. However, tax for which the vendor is or may become liable under the Land Tax Act 2005 in respect of the land will not be apportioned when the sale price is less than the threshold amount determined under s 10I of the Sale of Land Act 1962.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (i) 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
 - (ii) The land is treated as the only land of which the vendor is owner, as defined in the Land Tax Act 2005; and
 - (iii) The vendor is taken to own the land as a resident Australian beneficial owner; and
 - (iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.
- (c) If requested by the vendor, the purchaser must provide copies of all certificates and other information used to calculate adjustments.
- (d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement, adjustments will be calculated from the date of possession.
- (e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings in the name of the purchaser against any tenant for any amount due by the tenant to the vendor

pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.

- (f) If the price is \$750,000 or more the purchaser is entitled to deduct 12.5% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to section 14-235(2) in Schedule 1 Taxation Administration Act 1953 (Cth) at least 5 days before settlement.
- (g) The purchaser must pay any amount deducted pursuant to general condition 15(f) to the Commissioner pursuant to section 14-200 in Schedule 1 Taxation Administration Act 1953 (Cth) at or immediately following settlement.
- (h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.
- (i) If, following completion, it is established that an error has occurred in the calculation of adjustments, the parties agree to rectify the error.

16. Time

- (a) Time is of the essence of this contract.
- (b) Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- (c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. This agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.

17. Service

- (a) Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- (b) A document is sufficiently served if served:
 - (i) Personally; or
 - (ii) By pre-paid post; or
 - (iii) By facsimile; or
 - (iv) By email.

- (c) Unless proven otherwise, any document sent by:
 - (i) Express post is taken to have been served on the next business day after posting;
 - (ii) Priority post is taken to have been served on the fourth business day after posting;
 - (iii) Regular post is taken to have been served on the sixth business day after posting;
 - (iv) Facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed;
 - (v) 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.
- (d) The word 'document' includes any 'demand' or 'notice', and 'service' includes 'give'.

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.

20. Guarantee

- (a) If the purchaser is a proprietary limited company, the vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract.
- (b) Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.

21. Notices

- (a) The vendor is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale that does not relate to periodic outgoings.

- (b) The purchaser is responsible for compliance with 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.
- (c) The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. Lease

- (a) The vendor must provide the purchaser with an original copy of any written lease affecting the property and any assignments or subleases of the lease.
- (b) If the vendor is unable to provide an original lease, the vendor must provide a copy acknowledged by the current tenant as binding on the parties.
- (c) If the property is subject to the Retail Leases Act 2003, the vendor must provide the purchaser with a copy of the disclosure statement.

23. Loss or damage before settlement

- (a) The purchaser 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.
- (b) The vendor carries the risk of loss or damage to the property until settlement and 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.
- (c) If one or more of the goods is not in the same condition it was in on the day of sale at settlement, the purchaser must not delay settlement but may claim compensation from the vendor after settlement.
- (d) If the property is not in the same condition it was in on the day of sale, at settlement the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.

- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

24. Abandoned goods

Ownership of any goods owned by the vendor remaining on the premises after settlement passes to the purchaser.

25. Default

A party who defaults in the performance of this contract must pay to the other party, on demand:

- (a) At the time of settlement: any interest and costs pursuant to general conditions 27 and 28; and
- (b) After settlement: compensation for any reasonably foreseeable loss to the other party as a result of the 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

- (a) 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.
- (b) The default notice must:
 - (i) Specify the particulars of the default; and
 - (ii) State that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:
 - A. The default is remedied; and
 - B. Costs of \$440, including GST, are paid.
- (c) The party serving the default notice may extend performance of the default notice in writing.

28. Rescission notice

- (a) If the party in default has not remedied the default within 7 days, the other party may give a rescission notice.
- (b) The rescission notice must:
 - (i) Specify the particulars of the failure to comply with the default notice; and
 - (ii) State that the contract will be ended in 10 days after the notice is given unless:
 - A. The default is remedied; and
 - B. Further costs of \$660, including GST, are paid.
- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.
- (d) If the contract ends by a rescission notice given by the purchaser:
 - (i) The purchaser must be repaid any money paid under the contract and be paid any interest, costs and reasonable losses payable under the contract; and
 - (ii) All those amounts are a charge on the land until payment; and
 - (iii) The purchaser may also recover any loss otherwise recoverable.
- (e) If the contract ends by a rescission notice given by the vendor:
 - (i) The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (ii) The vendor is entitled to possession of the property; and
 - (iii) In addition to any other remedy, the vendor may within one year of the contract ending either:
 - A. Retain the property and sue for damages for breach of contract; or
 - B. 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
 - (iv) 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

- (v) Any determination of the vendor's damages must take into account the amount forfeited to the vendor.

Due Diligence Checklist

Consumer Affairs Victoria

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](https://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.

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.

GUARANTEE

If the Purchaser shall be or include a Company, the Company will upon execution hereof procure the execution by each of its Directors of this "Guarantee" set out hereunder.

(hereinafter called "the Guarantors") in consideration of the within named Vendor selling to the within named Purchaser at our request the Land described in the within Contract for the price and upon the terms and conditions therein set forth do hereby for ourselves our respective executors and administrators jointly and severally covenant with the said Vendor that if at any time default shall be made in the payment of the deposit or residue of purchase moneys or interest, or other moneys payable to the Vendor by the Purchaser under the within Contract, or in the performance or observance of any term of condition of the within Contract to be performed or observed by the Purchaser, we will forthwith on demand by the Vendor pay to the Vendor the whole of such deposit, residue of purchase moneys, interest or other moneys which shall then be due and payable to the Vendor and will keep the Vendor indemnified against all loss of purchase money interest or other moneys payable under the within Contract and all losses costs charges expenses whatsoever which the Vendors may incur by reason of any default as aforesaid on the part of the Purchaser. This Guarantee shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any moneys payable under the within Contract, or the conditions under the within Contract, or by time being given to the Purchaser for any such payment, performance or observance or by any other thing which under the law relating to sureties, would be for the provisions have the effect of releasing us, or executors or administrators

EXECUTED AS A DEED on the day of 20

SIGNED SEALED AND DELIVERED by the said in the presence of:

Guarantor

Witness

SIGNED SEALED AND DELIVERED by the said in the presence Of:

Guarantor

Witness.....



Sale of Land (Public Auctions) Regulations 2014

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the Auction
8. If a reserve price has been set for the property and the property is passed in below' that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.
9. Subject to a reserve price the highest approved bidder being so allowed by the Auctioneer shall be the Purchaser. No bid shall be withdrawn and no person shall advance a less sum at any bidding than shall be named by the Auctioneer.
10. The Auctioneer shall not be obliged to refer any bid to the Vendor prior to selling the property.
11. The Auctioneer will not be obliged to follow the Purchaser's request as to any disclosure of the auction result or sale price.

Sale of Land (Public Auctions) Regulations 2014

SCHEDULE 5

Regulation 6

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of vendor

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

Bidding by co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

Vendor bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if— the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a vendor, and states how these bids will be made; and the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that the auctioneer is making a vendor bid is to say "vendor bid" in making the bid.

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and, in any case, not less than 30 minutes before the auction starts.

SCHEDULE 5,

Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions

The law forbids any of the following— any person bidding for a vendor other than— the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners; the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property; the auctioneer acknowledging a bid if no bid was made; any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them; any person falsely claiming or falsely acknowledging that they made a bid; an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid,

It is an offence to disrupt an auction

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land,

The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the Sale of Land Act 1962 or the Sale of Land (Public Auctions) Regulations 2014. Copies of those laws can be found at the following web site: mvw.legislation.vic.gov.au under the title Victorian Law Today".

Vendor statement

Property address: 20 Erba street, Wollert, 3750

Vendor: Nick Callegari and Eunice Callegari

Purchaser:

Prepared by
Callahans
Suite 6,, 93-97 Plenty Road
Bundoora Vic 3083

Email: callaw@bigpond.net.au
Ref: JO:002019

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, or on behalf of, the vendor and given to the purchaser before the purchaser signs the contract.

The parties may sign by electronic signature.

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

Land: 20 Erba street, Wollert, 3750

SIGNED BY THE VENDOR

Name: Nick Callegari and Eunice Callegari

On / 2024

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'

SIGNED BY THE PURCHASER

Name:

On / / 2024

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'

SUMMARY PAGE OF THE VENDOR STATEMENT (Please tick)

✓	Topic	✓	Topic	✓	Topic
✓	Attachments		Subdivision		Building insurance
✓	Title		Owners corporation		Terms contract
✓	Land use & services		Notices		Sale subject to mortgage
✓	Planning		Building permits		(GAIC) Growth areas infrastructure contribution
✓	Financial matters		Owner builder insurance		Disclosure of energy information

ATTACHMENTS

Any certificates, documents and other attachments may be annexed or further information added here.

- ☐ Attached.
- ☐ Further information:

TITLE

- (a) Attached are copies of the following documents:
- ☒ Register Search Statement and the document referred to as the diagram location in the Register Search Statement.
- ☐ General Law Title.
- The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.*
- (b) ☐ Evidence of the vendor's right or power to sell where the vendor is not the registered proprietor or the owner in fee simple.
- Not Applicable

LAND USE AND SERVICES

- (a) Easements, covenants, or other similar restrictions
- (i) A description of any easement, covenant or other similar restriction affecting the land, whether registered or unregistered:
- ☒ Attached copies of title document/s.
- OR
- ☐ Full description:
- Nil
- (ii) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:
-

(b) Services

The following services are **NOT** connected to the land:

☐ Electricity supply ☐ Gas supply ☐ Telephone ☐ Water supply ☐ Sewerage

(c) Road access ☒ Yes ☐ No

PLANNING

(a) Planning scheme

☒ Attached is a certificate with the required specified information.

(b) Designated bushfire prone area

☐ Yes ☒ No Under section 192A of the Building Act 1993

FINANCIAL MATTERS

(a) Particulars of the amount of any rates, taxes, charges or other similar outgoings including interest

☒ Contained in the attached certificate/s.

(b) Particulars of any charge under any Act

Amount owing:

To chargee:

Other particulars, including dates and times of payments:

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

Page 1 of 1

VOLUME 12513 FOLIO 151

Security no : 124113188194H
Produced 06/03/2024 09:58 AM

LAND DESCRIPTION

Lot 428 on Plan of Subdivision 819382S.
PARENT TITLE Volume 12444 Folio 155
Created by instrument PS819382S 10/11/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
NICK CALLEGARI
EUNICE CALLEGARI both of 126 ARVON ROAD STRATHMORE VIC 3041
AX488542Q 27/11/2023

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS819382S 10/11/2023

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
AW059457J 13/09/2022

DIAGRAM LOCATION

SEE PS819382S FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS819382S (B)	PLAN OF SUBDIVISION	Registered	10/11/2023
AX434677U	REMOVAL OF ENCUMBRANCE	Registered	10/11/2023
AX468404R (E)	TRANSFER CONTROL OF ECT	Completed	20/11/2023
AX488541S (E)	DISCHARGE OF MORTGAGE	Registered	27/11/2023
AX488542Q (E)	TRANSFER	Registered	27/11/2023

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

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

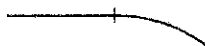

Street Address: 20 ERBA STREET WOLLERT VIC 3750


ADMINISTRATIVE NOTICES

NIL

eCT Control 21652J BLAAK AND HUYNH LAWYERS
Effective from 27/11/2023

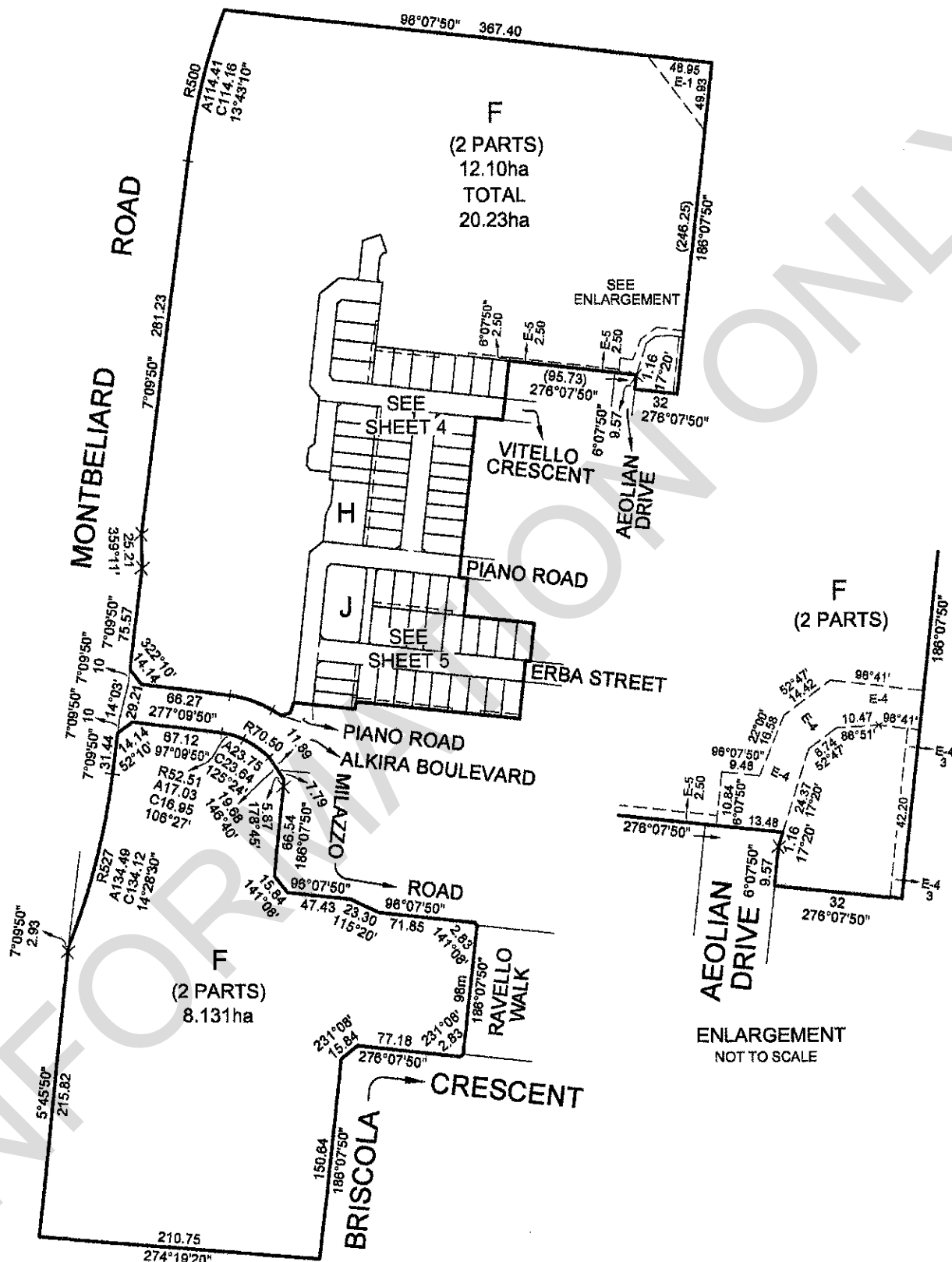
DOCUMENT END

PLAN OF SUBDIVISION		EDITION 1	PS 819382S	
LOCATION OF LAND PARISH: WOLLERT TOWNSHIP: SECTION: 17 CROWN ALLOTMENT: CROWN PORTION: 2 (PART) TITLE REFERENCE: VOL 12444 FOL 155 LAST PLAN REFERENCE: LOT E ON PS810970X POSTAL ADDRESS: 260 CRAIGIEBURN ROAD (at time of subdivision) WOLLERT VIC 3750 MGA CO-ORDINATES: E: 323 700 ZONE:55 (of approx centre of land in plan) N: 5 836 750		Council Name: Whittlesea City Council Council Reference Number: PLN-39001 Planning Permit Reference: 716763 SPEAR Reference Number: S195535P Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6 of the Subdivision Act 1988: 30/01/2023 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: Angela Cuschieri for Whittlesea City Council on 25/10/2023		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	LOTS 1 TO 400 & A TO E & G (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN EASEMENT E-3 HAS BEEN OMITTED FROM THIS PLAN AREA OF LAND SUBDIVIDED (EXCLUDING BALANCE LOTS F, H & J) - 3.533ha TANGENT POINTS ARE SHOWN THUS: 		
ROAD R1	WHITTLESEA CITY COUNCIL			
NOTATIONS				
DEPTH LIMITATION DOES NOT APPLY				
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision.		WARNING: The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958		
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of
			SEE SHEET 2	
STONEFIELDS - 4		LICENSED SURVEYOR: ANDREW J. REAY		
60 LOTS & BALANCE LOTS F, H & J		DATE: 28/04/23 REFERENCE: AA0037 DRAWING: SU04AH DRAWN BY: MI		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 8
 Lyssna Group Pty Ltd ABN 16 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com		Digitally signed by: Andrew Reay, Licensed Surveyor, Surveyor's Plan Version (H), 28/04/2023, SPEAR Ref: S195535P		PLAN REGISTERED TIME: 9:32 AM DATE: 10/11/2023 R. Rusan Assistant Registrar of Titles

PLAN OF SUBDIVISION				PS 819382S		
EASEMENT INFORMATION						
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)						
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of		
E-1	TRANSMISSION OF ELECTRICITY	SEE DIAG.	E186571	STATE ELECTRICITY COMMISSION OF VICTORIA		
E-2	DRAINAGE SEWERAGE	3 3	PS810966N PS810966N	WHITTLESEA CITY COUNCIL YARRA VALLEY WATER CORPORATION		
E-4	DRAINAGE SEWERAGE	SEE DIAG. SEE DIAG.	PS810970X PS810970X	WHITTLESEA CITY COUNCIL YARRA VALLEY WATER CORPORATION		
E-5	SEWERAGE	SEE DIAG.	PS810970X	YARRA VALLEY WATER CORPORATION		
E-6	DRAINAGE SEWERAGE	3 3	THIS PLAN THIS PLAN	WHITTLESEA CITY COUNCIL YARRA VALLEY WATER CORPORATION		
E-7	SEWERAGE	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER CORPORATION		
STONEFIELDS - 4						
<div><div><div>Lyssna Group Pty Ltd</div><div>ABN 16 616 611 191</div><div>Tel: +61 3 9516 6899</div><div>PO Box 1098, South Melbourne 3205</div><div>Suite 3, 102 Dodds Street</div><div>Southbank VIC 3006 Australia</div></div><div>LyssnaGroup.com</div></div>		LICENSED SURVEYOR: ANDREW J. REAY				
		DATE: 28/04/23 DRAWING: SU04AH		REFERENCE: AA0037 DRAWN BY: MI		ORIGINAL SHEET SIZE: A3 SHEET 2
		Digitally signed by: Andrew Reay, Licensed Surveyor, Surveyor's Plan Version (H), 28/04/2023, SPEAR Ref: S195535P		Digitally signed by: Whittlesea City Council, 25/10/2023, SPEAR Ref: S195535P		

PLAN OF SUBDIVISION

PS 819382S



STONEFIELDS - 4

LICENSED SURVEYOR: ANDREW J. REAY

SCALE

1:3000

0 30 60 90 120

LENGTHS ARE IN METRES



Lyssna Group Pty Ltd
ABN 18 616 811 191
Tel: +61 3 9516 6899
PO Box 1098, South Melbourne 3205
Suite 3, 102 Dodds Street
Southbank VIC 3006 Australia
LyssnaGroup.com

DATE: 28/04/23
DRAWING: SU04AH

REFERENCE: AA0037
DRAWN BY: MI

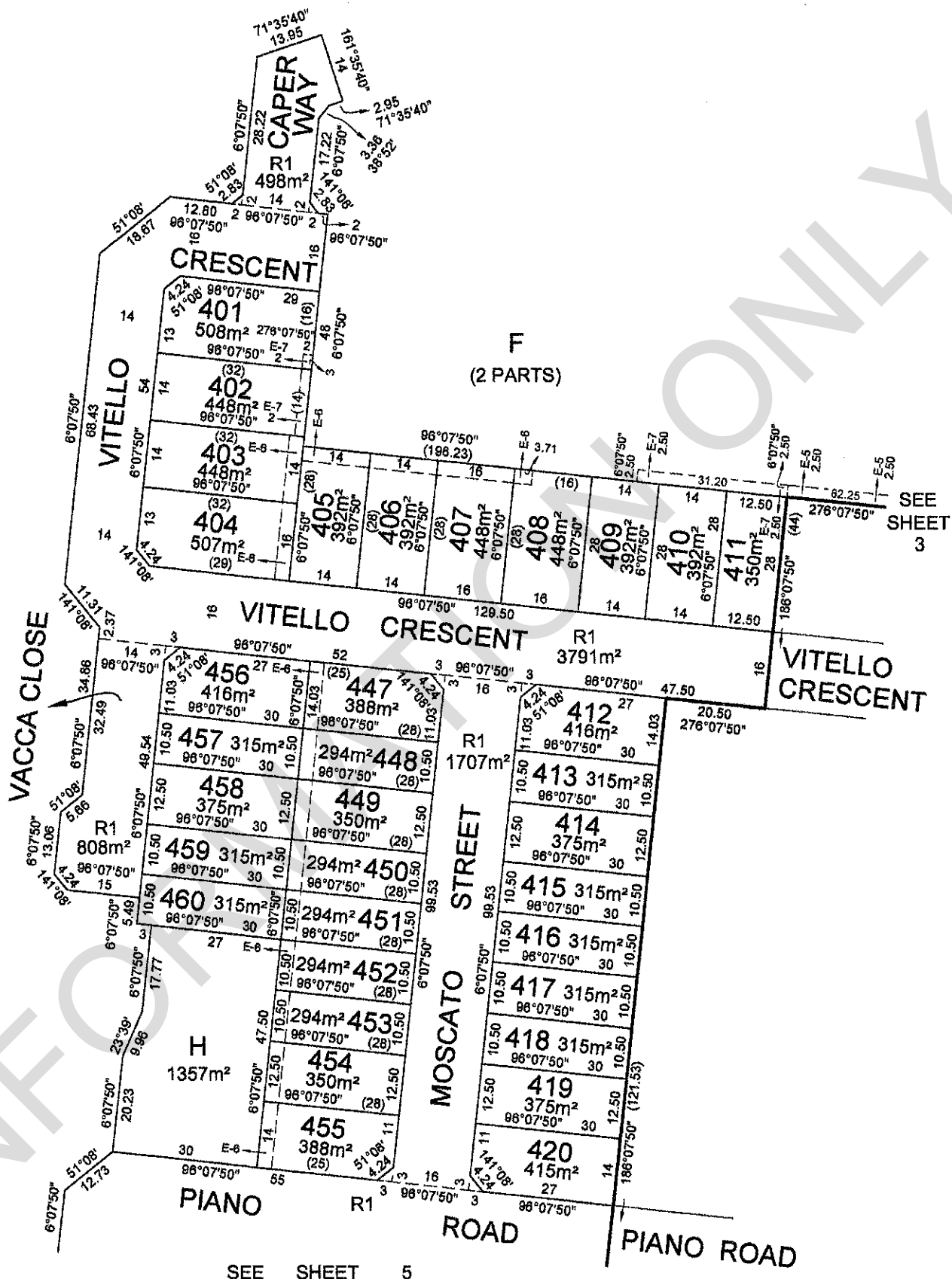
ORIGINAL SHEET SIZE: A3
SHEET 3

Digitally signed by: Andrew Reay, Licensed Surveyor,
Surveyor's Plan Version (H),
28/04/2023, SPEAR Ref: S195535P

Digitally signed by:
Whittlesea City Council,
25/10/2023,
SPEAR Ref: S195535P

PLAN OF SUBDIVISION

PS 819382S

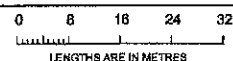


SEE SHEET 5

STONEFIELDS - 4

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:800



Lyssna Group Pty Ltd
ABN 18 616 811 191
Tel: +61 3 9516 6899
PO Box 1098, South Melbourne 3206
Suite 3, 102 Dodds Street
Southbank VIC 3006 Australia

DATE: 28/04/23
DRAWING: SU04AH

REFERENCE: AA0037
DRAWN BY: MI

ORIGINAL SHEET SIZE: A3
SHEET 4

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Digitally signed by:
Whittlesea City Council,
25/10/2023,
SPEAR Ref: S195535P

PLAN OF SUBDIVISION

SEE SHEET C 4

SHEET

4

SHEET 5

ORIGINAL SHEET
SIZE: A3

SCALE
1:800

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LENGTHS ARE IN METRES

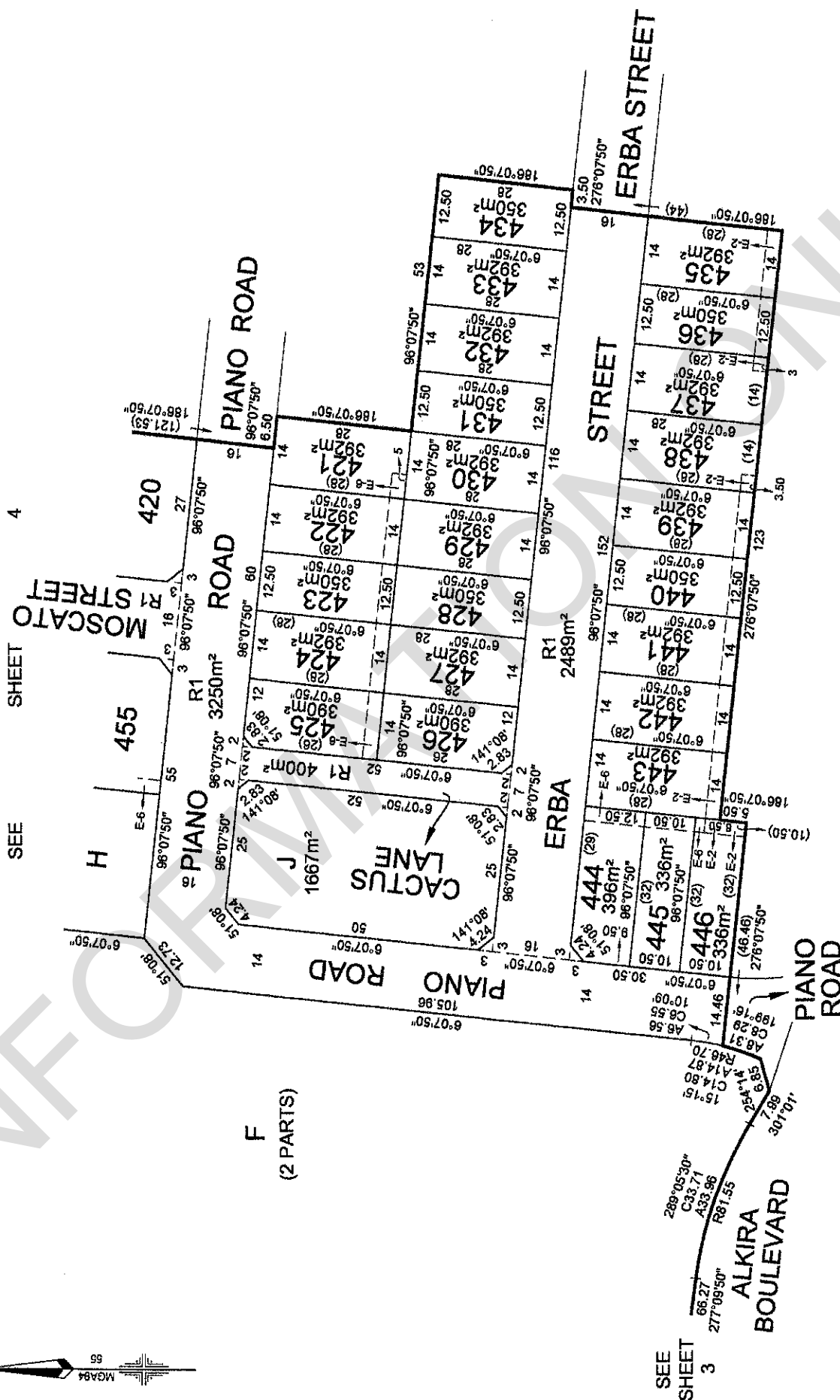
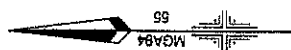
Digitally signed by: Andrew Reay, Licensed Surveyor,
Surveyor's Plan Version (H),
28/04/2023, SPEAR Ref: S195353P

STONEFIELDS - 4
LICENSED SURVEYOR- ANDREW J. REAY

Lysena Group Pty Ltd
 Tel: +61 3 9516 6899
 PO Box 1058, South Melbourne 3205
 Suite 3, 102 Dodd's Street
 Southbank VIC 3006 Australia

Lyssna

ORIGINAL SHEET
SIZE: A3



PLAN OF SUBDIVISION

PS 819382S

CREATION OF RESTRICTION "A"

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened Land: Lots 401 to 447, 449 & 454-460 (all inclusive) on the Plan of Subdivision

Benefited Land: Lots 401 to 460 (both inclusive) on the Plan of Subdivision

DESCRIPTION OF RESTRICTION

Except with the written consent of the Transferor and in all other instances with the written consent of each and every registered proprietor of a benefiting Lot on the Plan of Subdivision the registered proprietor or proprietors for the time being of any burdened Lot on the Plan of Subdivision shall not:

- (a) build or allow to be built on the Lot any dwelling
 - I. with a setback distance less than 4m from the front boundary;
 - II. with a floor area less than 140m² excluding any verandahs and garage;
 - III. which is a transportable home or a kit home;
 - IV. which is externally constructed out of materials other than clay or masonry brick, painted weatherboard, rendered masonry block, rendered brick or rendered cement sheeting.
- (b) build or allow to be built on the Lot a garage
 - I. which is set back less than 800mm from the front wall of the dwelling;
 - II. other than a double car garage when the Lot's frontage is equal to or greater than 12 metres;
 - III. other than a single car garage (as a minimum) with an additional area available on the lot to park a second car when the Lot's frontage is less than 12 metres;
 - IV. which is constructed out of different building material to the dwelling;
 - V. with roller doors;
 - VI. with doors other than a sectional overhead door, panel lift door or a tilt door;
 - VII. with doors which are not complementary to the external colour scheme of the dwelling.
- (c) build or allow to be built or remain on the Lot
 - I. more or less than one private house dwelling per Lot;
 - II. any garden shed that is constructed from materials other than non reflective or colorbond sheeting;
 - III. solar panels that can be seen from the street frontage of that Lot;
 - IV. solar panels which are installed in locations other than the side or rear of the dwelling;
 - V. front fencing;
 - VI. side fencing other than colorbond material which is set back 1m from the front wall of that Lot's garage;
 - VII. side borders in the front yard of the dwelling other than planted hedges under a maximum height of 1 metre;
 - VIII. a carport.
- (d) build or allow to be built on the Lot any roof
 - I. with a roof pitch less than 22 degrees;
 - II. of materials other than roof tiles, non reflective or colorbond sheet roofing, stone, terracotta tiles or slate shingles.

The restriction shall expire after the issuance of an occupancy certificate.

PLAN OF SUBDIVISION

PS 819382S

CREATION OF RESTRICTION "B"

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened Land: Lots 401 to 460 (both inclusive) on the Plan of Subdivision

Benefited Land: Lots 401 to 460 (both inclusive) on the Plan of Subdivision

DESCRIPTION OF RESTRICTION

Except with the written consent of the Transferor or Yarra Valley Water and in all other instances with the written consent of each and every registered proprietor of a benefiting Lot on the Plan of Subdivision the registered proprietor or proprietors for the time being of any burdened Lot on the Plan of Subdivision shall not build or allow to be built on the Lot any dwelling, construction or landscaping which does not provide a 1.0m clear horizontal access corridor along the full length of a minimum one side boundary of the Lot for the purposes of access for Yarra Valley Water to Sewer Assets located along the rear boundary of the lot.

CREATION OF RESTRICTION "C"

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened Land: Lots 401 to 460 (both inclusive) on the Plan of Subdivision

Benefited Land: Lots 401 to 460 (both inclusive) on the Plan of Subdivision

DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of any burdened Lot on the Plan of Subdivision shall not:

- (a) build or allow to be built on the Lot which has an area greater than 300sqm in size a garage
 - i. which is set back less than 5m from the front boundary;
 - ii. other than a single garage where access is proposed from the front of the lot and the lot frontage is a width of 10m or less.
- (b) build or allow to be built any dwelling on a Lot presenting sideage directly adjoining any form of open space, unless:
 - i. the development consists of a double storey dwelling;
 - ii. the development includes passive surveillance features such as large windows and/or balconies at the first storey level overlooking the adjoining open space.
 - iii. any fencing of the front yard adjoining the open space is feature-style, with a minimum 25% transparency and has a maximum height of 1.5 metres.
- (c) build or allow to be built on the Lot any dwelling which does not incorporate dual plumbing for the use of recycled water in toilet flushing and gardening watering.
- (d) build or allow to be built a side wall of the first level of any dwelling on a corner lot which has an area greater than 300sqm in size unless the setback is greater than 900mm from the ground level wall that faces a side street.
- (e) allow the landscaping of the front yard to remain uncompleted within 6 months of a certificate of occupancy being issued.

STONEFIELDS - 4



LyssnaGroup.com

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Suite 3, 102 Dadds Street
Southbank VIC 3006 Australia

LICENSED SURVEYOR: ANDREW J. REAY

DATE: 28/04/23
DRAWING: SU04AH

REFERENCE: AA0037
DRAWN BY: MI

ORIGINAL SHEET SIZE: A3
SHEET 7

Digitally signed by: Andrew Reay, Licensed Surveyor,
Surveyor's Plan Version (H),
28/04/2023, SPEAR Ref: S195535P

Digitally signed by:
Whittlesea City Council,
25/10/2023,
SPEAR Ref: S195535P

<h1 style="margin: 0;">PLAN OF SUBDIVISION</h1>		<h1 style="margin: 0;">PS 819382S</h1>									
<div style="margin-bottom: 10px;"> <h2 style="margin: 0;">CREATION OF RESTRICTION "D"</h2> <p style="margin: 5px 0;">The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.</p> <p style="margin: 5px 0;">Burdened Land: Lots 448, 450 to 453 (all inclusive) (Lots subject to the 'Small Lot Housing Code') on the Plan of Subdivision</p> <p style="margin: 5px 0;">Benefited Land: Lots 401 to 460 (all inclusive) on the Plan of Subdivision</p> </div> <div> <h2 style="margin: 0;">DESCRIPTION OF RESTRICTION</h2> <p style="margin: 5px 0;">1. The registered proprietor or proprietors for the time being for any burdened lot on this plan as a lot subject to the 'Small Lot Housing Code' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a planning permit granted to construct a dwelling on the lot.</p> <p style="margin: 5px 0;">Condition 1 shall expire after the issuance of an occupancy certificate.</p> <p style="margin: 5px 0;">2. Except with the written consent of the Transferor and in all other instances with the written consent of each and every registered proprietor of a benefiting Lot on the Plan of Subdivision the registered proprietor or proprietors for the time being of any burdened Lot on the Plan of Subdivision shall not:</p> <div style="margin-left: 20px;"> <p>(a) build or allow to be built on the Lot any dwelling</p> <ul style="list-style-type: none"> i. which is a transportable home or a kit home; ii. which is externally constructed out of materials other than clay or masonry brick, painted weatherboard, rendered masonry block, rendered brick or rendered cement sheathing. <p>(b) build or allow to be built on the Lot a garage</p> <ul style="list-style-type: none"> i. which is constructed out of different building material to the dwelling; ii. with roller doors; iii. with doors other than a sectional overhead door, panel lift door or a tilt door; iv. with doors which are not complementary to the external colour scheme of the dwelling. <p>(c) build or allow to be built or remain on the Lot</p> <ul style="list-style-type: none"> i. more or less than one private house dwelling per Lot; ii. any garden shed that is constructed from materials other than non reflective or colorbond sheeting; iii. solar panels that can be seen from the street frontage of that Lot; iv. solar panels which are installed in locations other than the side or rear of the dwelling; v. front fencing; vi. side fencing other than colorbond material which is set back 1m from the front wall of that Lot's garage; vii. side borders in the front yard of the dwelling other than planted hedges under a maximum height of 1 metre; viii. a carport. <p>(d) build or allow to be built on the Lot any roof</p> <ul style="list-style-type: none"> i. with a roof pitch less than 22 degrees; ii. of materials other than roof tiles, non reflective or colorbond sheet roofing, stone, terracotta tiles or slate shingles. </div> </div>											
<div style="display: flex; align-items: center;"> <div> <p>Lyssna Group Pty Ltd <small>ABN 16 616 611 161</small></p> <p>Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3206 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia</p> </div> </div> <p style="font-size: 0.8em; margin-top: 5px;">LyssnaGroup.com</p>		<div style="margin-bottom: 10px;"> <p>LICENSED SURVEYOR: ANDREW J. REAY</p> </div> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">DATE:</td> <td style="width: 25%;">28/04/23</td> <td style="width: 25%;">REFERENCE:</td> <td style="width: 25%;">AA0037</td> </tr> <tr> <td>DRAWING:</td> <td>SU04AH</td> <td>DRAWN BY:</td> <td>MI</td> </tr> </table> <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> <div style="width: 60%;"> <p>Digitally signed by: Andrew Reay, Licensed Surveyor, Surveyor's Plan Version (H), 28/04/2023, SPEAR Ref: S195535P</p> </div> <div style="width: 35%;"> <p>Digitally signed by: Whittlesea City Council, 25/10/2023, SPEAR Ref: S195535P</p> </div> </div>		DATE:	28/04/23	REFERENCE:	AA0037	DRAWING:	SU04AH	DRAWN BY:	MI
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<p>STONEFIELDS - 4</p>		<p>ORIGINAL SHEET SIZE: A3 SHEET 8</p>									



Maddocks

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www.maddocks.com.au

DX 259 Melbourne

Date

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land:

Purpose of Agreement: WIK for Infrastructure Projects, Land Projects and Public Open
Space

City of Whittlesea

and

Scaffidi Pastoral Company Pty Ltd ACN 005 757 335

Interstate offices
Canberra Sydney
Affiliated offices around the world through the
Advoc network - www.advoc.com

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Agreement under section 173 of the Planning and Environment Act 1987

Dated 11 / 03 / 2022

Parties

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

Name	Scaffidi Pastoral Company Pty Ltd ACN 005 757 335
Address	21 McDonald Avenue Templestowe VIC 3106
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the Collecting Agency and the Development Agency under the Development Contributions Plan.
- C. Council enters into this Agreement in its capacity as the responsible authority and in its capacity as both the Collecting Agency and the Development Agency.
- D. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- E. The Development Contributions Plan applies to the Subject Land. It specifies the contributions required to fund infrastructure necessary as a result of development of the area for urban purposes.
- F. The Owner has asked Council for permission to carry out certain Infrastructure Projects.
- G. The Owner has asked Council for permission to transfer to or vest in Council the Land Projects.
- H. Council has agreed that the Owner will:
 - H.1 carry out the Infrastructure Projects; and
 - H.2 transfer the Land Projects to Council

In return for a credit against its development contribution liability under the Development Contributions Plan.

- I. As at the date of this Agreement, part of the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.
- J. As at the date of this Agreement, part of the Subject Land is subject to a caveat. The caveator consents to the recording of this Agreement on the relevant certificate of title to the Subject Land.

The Parties agree:

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreed Infrastructure Project Value in relation to an Infrastructure Project means the amount specified for the Infrastructure Project in Schedule 3.

Agreed Land Value in relation to a Land Project means the amount specified for the Land Project in Schedule 4.

Agreement means this Deed and includes this Deed as amended from time to time.

Approved Plans means the Designs of an Infrastructure Project approved by Council under clause 7 or **Error! Reference source not found.** of this Agreement.

Averaged Equalisation Payment Rate means the total Equalisation Payment due divided by the total NDA (Hectare) as specified in Schedule 5.

Bank Guarantee means a bank guarantee or other form of security to the satisfaction of Council.

Building Permit means a building permit issued under the *Building Act 1993* or any regulations or code made under the *Building Act 1993*.

Business Days means a day which is not a public holiday, a Saturday or Sunday in the State of Victoria.

Certificate of Practical Completion means a written certificate issued by Council in its capacity as the Development Agency or a person authorised by Council for the purpose of issuing the said certificate stating that an Infrastructure Project has been completed to the satisfaction of Council in its capacity as Development Agency.

Consent Fee means the fee specified on Council's internet web site which is payable by a person to Council for deciding whether to give consent for anything an agreement or a permit provides must not be done without Council's consent.

Construction Program means a program in relation to the construction of any Infrastructure Project and without limiting the generality of its content, the Construction Program may include key milestones at which time Council in its capacity as Development Agency must be able to inspect the construction and progression of the Infrastructure Project.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute

as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Credit means a credit in the amount of the Agreed Land Value or the Agreed Infrastructure Project Value as the case may be, which has accrued to the Owner under this Agreement and which may be offset against the Owner's liability to pay the Development Infrastructure Levy for the Subject Land.

Current Address means:

- for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- for Council, info@whittlesea.vic.gov.au, or any other email address listed on Council's website; and
- for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Defect means any defect, fault, shrinkage or omission in the Infrastructure Project or any other aspect of the Infrastructure Project which is not in accordance with this Agreement or the Approved Plans.

Designs means the detailed design and engineering plans and specifications of an Infrastructure Project prepared in accordance with this Agreement clauses 7 and 7.2.

Developable Land means the area of land identified as developable land in the land use budget of the Development Contributions Plan.

Developed Lot means a lot in respect of which there is no Development Infrastructure Levy payable or the Development Infrastructure Levy liability has been satisfied (either by payment of the relevant Development Infrastructure Levy or accrual of a Credit for the relevant Development Infrastructure Levy) but for the avoidance of doubt excludes any lot created with the sole purpose of vesting that land in Council.

Development Infrastructure Levy means the development infrastructure levy that is required to be paid upon development of the Subject Land calculated and adjusted in accordance with the Development Contributions Plan.

Development Contributions Plan means the Development Contributions Plan referred to in Schedule 1, being an incorporated document in the Planning Scheme.

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

Equalisation Payment means the amount specified in Schedule 5 as the equalisation payment required to be paid either to or by the Owner as the case may be. This amount is calculated by reference to the percentage difference between:

- the area of Open Space Land that the Owner is required to provide to Council under this Agreement; and

- the Open Space Contribution that the Owner is required to make as shown in Schedule 5.

GAIC means the Growth Areas Infrastructure Contribution under the Act.

GST Act means the *New Tax System (Goods and Services Tax) Act 1999* (Cwlth), as amended from time to time.

Indexation means an annual adjustment to an amount carried out as follows unless a different form of adjustment is specified in this Agreement:

Infrastructure Projects

- For an Infrastructure Project which comprises roads, intersections or bridges, the indexation is to be in line with the Australian Bureau of Statistics Producer Price Indexes, Road and Bridge Construction Index, Victoria.
- For an Infrastructure Project which comprises community infrastructure including recreation infrastructure, the indexation is to be in line with the Australian Bureau of Statistics Producer Price Indexes, Non-Residential Building Construction Index, Victoria.

Land Projects

- For a Land Project using the CPI as the adjustment index.

Open Space Land

- For Open Space Land using the CPI as the adjustment index -

in all instances, to be adjusted annually, as of the 1st of July each year.

Infrastructure Project means a project identified in Schedule 3.

Inherent GAIC Liability means the current or future liability of the Subject Land for GAIC upon the happening of a GAIC event as defined and described in the Act whether that event occurs before, at or after the provision of any land to Council.

Land Project means land which is described in Schedule 4 and which under this Agreement is required to be provided to Council.

Localised Infrastructure means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices and which is not funded by the Development Contribution Plan.

Maintenance Period means the period specified in Schedule 6 commencing on the date of the Certificate of Practical Completion of an Infrastructure Project.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

Net Developable Hectare means, in relation to specified land, each hectare of Net Developable Area comprising that specified land.

Net Developable Area means the total area of the Subject Land, less land requirements for high order transport networks, education and community facilities, utilities transmission easements, Melbourne Water waterway corridors, wetlands and retarding basins, State and local conservation reserves, open space (sports reserve and local parks), and land identified for future quarrying activities.

Open Space Equalisation means the process of balancing the Public Open Space Contribution made by the Owner so that the overall Public Open Space Contribution made by the Owner in respect of the Subject Land is not less than or greater than the Public Open Space Contribution as specified in clause 53.01 of the Planning Scheme for the Subject Land.

Open Space Land means unencumbered land for public open space which is identified in Schedule 5.

Open Space Land Value means the amount specified in Schedule 5 as the Open Space Land Value.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of the Subject Land and includes any Mortgagee-in-possession.

Party or Parties means the parties to this Agreement.

Plan Checking Fee means the fee payable to Council by the Owner for checking plans for an Infrastructure Project in the amount of 0.75% of the Specified Value of the Infrastructure Project.

Plan of Subdivision means a plan of subdivision which creates an additional lot which can be disposed of separately or which is intended to be used for a dwelling or which can be re-subdivided.

Planning Permit means the planning permit referred to in Schedule 2, as amended from time to time.

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

Project Control Group means a group comprised of the Owner or a representative of the Owner and representative of Council established in accordance with clause 6.3.

Provision Trigger means the milestone or provision trigger set out in the relevant columns of Schedule 3 or Schedule 4 as the case may be.

Public Infrastructure Plan¹ means the plan endorsed under the Planning Permit as the public infrastructure plan.

Public Open Space Contribution means the public open space contribution that the Owner is required to make under the Schedule to clause 53.01 of the Planning Scheme in respect of the Subject Land.

Reimbursement Payment comprises a monetary amount being the difference between the liability of the Owner to pay the Development Infrastructure Levy in respect of the Subject Land and its entitlement to a Credit under this Agreement. A Reimbursement Payment is subject to Indexation and payable to the Owner by Council at the time specified in this Agreement.²

¹ Delete this definition if not used.

² For information only, the Reimbursement Payment is ascertained by calculating the amount of Credit attributed to the Infrastructure Projects and Land Projects and then deducting the Development Infrastructure Levy payable by the Owner in respect of the whole of the Subject Land.

Residential Lot means a lot created by subdivision of the Subject Land which, in the opinion of Council, is of a size and dimension intended to be developed as a house lot without further subdivision.

Satisfaction Fee means a fee specified on Council's internet web site which is payable by a person to Council for deciding whether any obligation in a permit, agreement or any other requirement has been undertaken to Council's satisfaction.

Schedule means a schedule to this Agreement.

Stage is a reference to a stage of subdivision of the Subject Land.

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

Subject Land means all of the land described in Schedule 7 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

Supervision Fee means the fee payable to Council by the Owner for supervision of an Infrastructure Project in the amount of 2.5% of the Specified Value of the Infrastructure Project.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 a reference to Council means a reference to Council in its capacity as Collecting Agency and Development Agency unless otherwise specified;
- 2.9 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.10 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purpose and reasons for Agreement

The Parties acknowledge and agree that the purpose and reasons for this Agreement are to:

- 3.1 record the terms and conditions on which Council agrees to the Owner providing an Infrastructure Project;
- 3.2 record the terms and conditions on which Council agrees to the Owner providing any Land Project to Council;
- 3.3 to record the provision of Public Open Space Land and where relevant any agreed Land Equalisation; and
- 3.4 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

5. Payment of Development Infrastructure Levy

The Parties agree that:

- 5.1 subject to clause 5.2 of this Agreement, the Owner is required to pay the Development Infrastructure Levy in cash on a stage by stage basis;
 - 5.2 the Owner is not required to pay the Development Infrastructure Levy in cash on a stage by stage basis if the Owner has a Credit available in accordance with this Agreement; and
 - 5.3 any component of the Development Infrastructure Levy which is not offset by a Credit must be paid to Council prior to the issue of the Statement of Compliance for subdivision of the Subject Land as a result of which the obligation to pay the Development Infrastructure Levy arises or at such other time as is specified in this Agreement.
- 5.1 Prior to the issue of a Statement of Compliance for the final stage of the subdivision or development of the Subject Land, Council will undertake a reconciliation of the Owner's obligations and entitlements under this Agreement to ensure that the Development Infrastructure Levies paid in respect of the Subject Land reflects the Net Developable Area and upon that reconciliation being undertaken –
- 5.1.1 Council must pay to the Owner any amount that is identified as owing to the Owner; and
 - 5.1.2 the Owner must pay to Council any amount that is identified as owing to Council.

6. Infrastructure Projects as Works in kind

6.1 Provision of Infrastructure Projects

The Owner must provide each Infrastructure Project:

- 6.1.1 in accordance with the Approved Plans;
- 6.1.2 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 6.2.1;
- 6.1.3 in accordance with the Public Infrastructure Plan;
- 6.1.4 in accordance with any Construction Program approved by Council; and
- 6.1.5 otherwise to the satisfaction of Council in its capacity as the Development Agency.

6.2 Time for completion of Infrastructure Projects

The Owner agrees that the provision of an Infrastructure Project under this Agreement is deemed to be public works for the purposes of section 21(1) of the *Subdivision Act 1988* and that if the Owner does not construct and complete an Infrastructure Project by the relevant Provision Trigger for that Infrastructure Project or such other time as Council has agreed in writing, Council may:

- 6.2.1 in its capacity as the Collecting Agency, in writing, extend the timeframe; or
- 6.2.2 in its capacity as Council, refuse to issue any Statements of Compliance in respect of the development of the Subject Land until the Infrastructure Project is completed to the satisfaction of Council in its capacity as Development Agency.

6.3 Project Control Group

The Parties agree that if requested by Council in writing at a time after the commencement of this Agreement, then, prior to the commencement of any works associated with the provision of any Infrastructure Project, a Project Control Group must:

- 6.3.1 be established jointly by the Parties to discuss the Construction Program associated with any Infrastructure Project and the general progress of each Infrastructure Project;
- 6.3.2 include equal representation from Council and the Owner or the Owner's representatives;
- 6.3.3 be chaired by a representative of Council; and
- 6.3.4 hold meetings at intervals to the satisfaction of Council.

6.4 Obligation to complete Infrastructure Projects once commenced

The Owner agrees that when the Owner commences works associated with an Infrastructure Project, the Owner must complete the Infrastructure Project in accordance with this Agreement regardless of whether the total cost of completing the Infrastructure Project exceeds the Agreed Infrastructure Project Value.

6.5 Agreed Infrastructure Project Value

The Parties agree that the Agreed Infrastructure Project Value is a fixed amount subject only to Indexation in the manner and up to the time, specified in this Agreement.

7. Design of Infrastructure Projects

The Owner agrees that:

- 7.1.1 the Owner must, at the full cost of the Owner, prepare the Designs of each Infrastructure Project and submit the Designs to Council for approval;
- 7.1.2 Council's approval of the Designs will be reflected in a set of plans and specifications endorsed by Council as the Approved Plans;
- 7.1.3 the Owner must obtain all necessary permits and approvals for the Infrastructure Projects including all permits and approvals required for works surrounding the site of the Infrastructure Project such as for service relocations, driveway alteration and the like; and
- 7.1.4 if required by Council, prior to awarding any contract for the Infrastructure Projects, the Owner must submit a copy of the terms and conditions of the proposed contract to Council for approval.

7.2 Variation of Approved Plans

There must be no further variations to the Approved Plans without the prior written consent of Council in its capacity as Development Agency.

7.3 Approval of tender documentation for an Infrastructure Project

- 7.3.1 If requested in writing by Council after the execution of this Agreement, the Owner must obtain the approval of Council of any tender documentation to be issued to the market in respect of each Infrastructure Project before such tender documentation is issued.
- 7.3.2 The Owner must give Council at least 20 Business Days to consider and review any tender documentation before such time as it is released to the market.
- 7.3.3 The Owner:
 - (a) must give effect to any changes or amendments required by Council to the construction drawings and specifications to be included in the tender documentation, unless there is a direct conflict between Council's requirement and the Approved Plans in this Agreement; and
 - (b) may, but is not obligated to, take into account any other comments Council may have on any tender documentation.

7.4 Warranties

- 7.4.1 Prior to the Owner entering into design or construction contracts in connection with Infrastructure Projects, Council may, in its absolute discretion, notify the Owner in writing:

- (a) that it requires any third party design consultants, contractors, suppliers or specialist subcontractors engaged by or on behalf of the Owner (or by any of the Owner's agents or contractors) to provide written warranties in respect of their work, goods or services; and
 - (b) of the nature and duration of such warranties; and
 - (c) whether it requires the warranties to be issued in favour of Council.
- 7.4.2 The Owner must ensure it obtains any such warranties strictly as required by Council and, where a warranty is to be issued in favour of Council, provide the warranty prior to the completion of work.

8. Construction of Infrastructure Projects

The Owner agrees that in providing each Infrastructure Project:

- 8.1.1 the Owner is responsible for all design and construction risks in relation to the Infrastructure Projects;
- 8.1.2 Council has no responsibility for any costs incurred by the Owner beyond the Agreed Infrastructure Project Value.

8.2 Standard of work

In addition to any other requirement in this Agreement, the Owner agrees that all work for an Infrastructure Project must:

- 8.2.1 accord with the Approved Plans;
- 8.2.2 be fit and structurally sound, fit for purpose and suitable for its intended use;
- 8.2.3 comprise best industry practice to the extent required by the Approved Plans;
- 8.2.4 not encroach upon any land other than the land shown in the Approved Plans; and
- 8.2.5 comply with any relevant current Australian Standard unless otherwise agreed in writing by Council in its capacity as development agency.

8.3 Completion of an Infrastructure Project

The Owner must complete each Infrastructure Project by the Provision Trigger, unless such Provision Trigger is extended by Council in its sole and absolute discretion.

8.4 Access to land

- 8.4.1 Before accessing land owned by Council or a third party for the purpose of constructing an Infrastructure Project or for undertaking any maintenance or repair of defects in respect of an Infrastructure Project in accordance with this Agreement, the Owner must satisfy Council or if requested by a third party, that person, that the Owner has:
 - (a) consent of the owner of land to access such land;
 - (b) satisfied any condition of such consent;

- 8.4.2 The Owner is responsible for putting in place all proper occupational health and safety plans as may be required under any law of the State of Victoria for that purpose and otherwise complying with all laws of the State of Victoria relating to health and safety.
- 8.4.3 Subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project to be constructed and completed, maintained or repaired in accordance with this Agreement.

9. Certificate of Practical Completion

9.1 Certificate of Practical Completion

Council will issue a Certificate of Practical Completion for an Infrastructure Project when the Infrastructure Project, or any stage of it as specified in this Agreement or as otherwise agreed with Council in its capacity as Development Agency, has been completed to the satisfaction of Council in its capacity as Development Agency in accordance with this Agreement.

9.2 Procedure for Certificate of Practical Completion

The Parties agree that:

- 9.2.1 upon the completion of an Infrastructure Project, the Owner must notify Council and any other relevant authority and provide to Council all as-built plans and drawings, licences, warranties and insurance policies in connection with the Infrastructure Project;
- 9.2.2 within 10 days of receiving notice of the completion of an Infrastructure Project from the Owner, Council will arrange for it and any other relevant authority to promptly inspect the Infrastructure Project and determine whether Council will issue a Certificate of Practical Completion;
- 9.2.3 prior to Council being required to issue a Certificate of Practical Completion, the Owner must provide to Council:
- (a) a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Infrastructure Project;
 - (b) a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project;
- 9.2.4 If Council is not satisfied with the Infrastructure Project, Council may refuse to issue a Certificate of Practical Completion provided Council:
- (a) identifies in what manner the Infrastructure Project is not satisfactorily completed; and
 - (b) what must be done to satisfactorily complete the Infrastructure Project;
- 9.2.5 Council may, notwithstanding a minor non-compliance or minor non-completion, determine to issue a Certificate of Practical Completion if Council in its capacity as

Development Agency is satisfied that the proper construction of the Infrastructure Project can be secured or otherwise guaranteed to its satisfaction.

10. Risk

10.1 Care of the Infrastructure Project

Until a Certificate of Practical Completion is issued in respect of an Infrastructure Project, responsibility for care of the Infrastructure Project remains with Owner.

10.2 Insurance

10.2.1 The Owner will procure any necessary insurances to cover the risks of undertaking each Infrastructure Project, including professional indemnity insurance where an Infrastructure Project involves design and otherwise public liability and contract works insurance and must provide evidence of those insurances and that they are for a satisfactory level to Council promptly upon request.

10.2.2 The Owner must ensure that unless Council states in writing that it does not require this to be the case Council's interest is noted under any public liability insurance held or obtained by the Owner or any of its agents or consultants with respect to an Infrastructure Project.

10.3 Maintenance Period of Infrastructure Projects

10.3.1 Upon the issue of a Certificate of Practical Completion, an Infrastructure Project is subject to a Maintenance Period.

10.3.2 The Owner must, during the Maintenance Period, rectify all Defects in each Infrastructure Project within a reasonable time of being notified by Council and the Owner must carry out those rectification works causing as little inconvenience to the occupants or users of each Infrastructure Project as is reasonably possible. For the avoidance of doubt, the Owner is responsible for all costs associated with the rectification of a Defect in an Infrastructure Project. A further Maintenance Period applies to all rectified Defects.

10.3.3 If the Owner fails to rectify defects in accordance with clause 10.3.2, or the Infrastructure Project has not otherwise been completed in accordance with approved Designs, Council may have the rectification work carried out itself and the reasonable costs incurred by Council in so doing will be a debt due and payable by the Owner.

10.3.4 Council will be responsible for all ongoing repairs and maintenance of the Infrastructure Project following the rectification of defects and the expiration of the Maintenance Period.

10.4 Bank Guarantee

The Owner agrees that:

10.4.1 prior to the issue of a Certificate of Practical Completion for an Infrastructure Project, the Owner must provide Council with a Bank Guarantee in respect of that Infrastructure Project;

10.4.2 if the Owner fails to comply with a written direction from Council to rectify any notified Defects in an Infrastructure Project, Council may at its absolute discretion

have recourse to the Bank Guarantee for the purposes of rectification of any Defects; and

- 10.4.3 the Bank Guarantee will be returned to the Owner after the Maintenance Period, less any amount applied to correcting any Defects in the Infrastructure Project.

11. Land Project

11.1 Provision of Land Project

The Owner must provide each Land Project to Council:

- 11.1.1 by vesting of the Land Project in Council;
- 11.1.2 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 11.2;
- 11.1.3 with all services to be available as specified in the relevant column of Schedule 4;
- 11.1.4 free of all encumbrances, including any structure, debris, waste, refuse and contamination, except as agreed by Council;
- 11.1.5 free of any fees and charges associated with the delivery of the site; and
- 11.1.6 otherwise in a condition that is to the satisfaction of Council in its capacity as Development Agency.

11.2 Time for vesting of Land Project

If the Owner does not meet the Provision Trigger for a Land Project, Council may:

- 11.2.1 at its absolute discretion extend the timeframe; or
- 11.2.2 refuse to issue any Statements of Compliance in respect of the development of the Subject Land until the Land Project has been vested in Council.

11.3 Agreed Land Value

- 11.3.1 The Owner agrees that the Agreed Land Value:
 - (a) includes all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;
 - (b) is a fixed amount subject to Indexation; and
 - (c) replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of the Land Project.
- 11.3.2 The Owner agrees that upon payment being made in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Agreed Land Value, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of the Land Project.

11.4 Environmental Assessment

The Owner covenants and agrees that prior to providing the Land Project to Council, if the Owner has not already done so in response to a condition in or as a requirement of a Planning Permit, the Owner must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and unequivocally states that the Land Project is suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

12. Public Open Space

12.1 Provision of Open Space Land

The Owner must provide the Open Space Land to Council for municipal purposes:

- 12.1.1 by vesting the Open Space Land in Council;
- 12.1.2 with all utility services available to the Open Space Land;
- 12.1.3 on or before the relevant Provision Trigger if any is specified in 0, unless a later date is approved by Council; or
- 12.1.4 as part of and upon the registration of any Plan of Subdivision for the Subject Land containing the Open Space Land; or
- 12.1.5 within 60 days of the issue of a Building Permit for a building on the Subject Land - whichever occurs earlier.

12.2 Environmental Assessment

The Owner covenants and agrees that prior to providing any Open Space Land to Council, the Owner must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and unequivocally states that the Open Space Land is suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

12.3 Value of Open Space Land

The Open Space Land Value is an amount which is fixed and non-variable subject only to Indexation.

12.4 Open Space Equalisation

- 12.4.1 The Owner agrees that its Open Space Liability under the Planning Scheme is the percentage amount set out in Schedule 5 being the amount specified in the schedule to clause 53.01 of the Planning Scheme.
- 12.4.2 The Parties agree that where the public open space liability of the Owner involves Open Space Equalisation, Open Space Equalisation is to be undertaken in the manner specified in Schedule 5.
- 12.4.3 The Parties agree that where an Equalisation Payment is to be paid, it must be paid by the time set out in Schedule 5.
- 12.4.4 Prior to the issue of a Statement of Compliance for the final stage of the subdivision or development of the Subject Land, Council will undertake a

reconciliation of the Owner's obligations and entitlements under this Agreement to ensure that any final equalisation payment reflects the Net Developable Area identified in Schedule 3 and reconciles any differences within the final equalisation payment and upon that reconciliation being undertaken –

- (a) Council must pay to the Owner any amount that is identified as owing to the Owner; and
- (b) the Owner must pay to Council any amount that is identified as owing to Council.

12.5 Council acknowledgement

The parties acknowledge and agree that upon the Owner satisfying its obligations under clause 12, the Owner will have fulfilled its obligations under the Planning Permit, the Planning Scheme and the *Subdivision Act 1988* in relation to making the Public Open Space Contribution in respect of the Subject Land.

13. Credit

13.1 Process for Credit

The Parties agree that:

- 13.1.1 the Owner will be entitled to a Credit for the Agreed Infrastructure Project Value from the commencement of this Agreement;
- 13.1.2 the Owner will be entitled to a Credit for the Agreed Land Value from the commencement of this Agreement;
- 13.1.3 the value of the Credit will be adjusted annually on the basis of Indexation of the Agreed Land Value and the Agreed Infrastructure Project Value in accordance with this Agreement;
- 13.1.4 prior to the issue of a Statement of Compliance by Council for one or more Stages, Council must:
 - (a) calculate the Development Infrastructure Levy payable for such Stage(s) as at that date; and
 - (b) deduct the amount calculated under paragraph (a) from the Credit until the Credit has been exhausted;
- 13.1.5 when the amount of the Development Infrastructure Levy payable in relation to a Stage exceeds the amount of the Credit remaining:
 - (a) then in relation to that Stage, the Owner must pay in cash, an amount equal to the amount of the Development Infrastructure Levy payable in relation to that Stage that exceeds the amount of Credit remaining, prior to the issue of a Statement of Compliance; and
 - (b) in relation to subsequent Stages, the Owner must pay the Development Infrastructure Levy in cash prior to the issue of a Statement of Compliance for each Stage or as otherwise agreed by Council;

14. Localised Infrastructure

The Parties acknowledge that:

- 14.1.1 this Agreement is intended to relate only to the infrastructure that is funded by the Development Contributions Plan and not Localised Infrastructure; and
- 14.1.2 compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

15. Further obligations of the Parties

15.1 Transaction costs

Where the Owner is required to transfer or vest land, the Owner is responsible for the payment of all costs and disbursements associated with that transfer or vesting as the case may be.

15.2 Notice and registration

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

15.3 Further actions

The Owner:

- 15.3.1 must do all things necessary to give effect to this Agreement;
- 15.3.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act; and
- 15.3.3 agrees to do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

15.4 Fees

Within 14 days of a written request for payment, the Owner must pay to Council any:

- 15.4.1 Plan Checking Fee;
- 15.4.2 Supervision Fee;
- 15.4.3 Satisfaction Fee; or
- 15.4.4 Consent Fee

as required.

15.5 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's reasonable costs and expenses (including legal expenses) relating to this Agreement, including:

- 15.5.1 drafting, finalising, signing and recording and enforcing this Agreement;
- 15.5.2 drafting, finalising and recording any amendment to this Agreement; and
- 15.5.3 drafting, finalising and recording any document to give effect to the ending of this Agreement.

15.6 Time for determining satisfaction

If Council makes a request for payment of:

- 15.6.1 a fee under clause 15.4; or
- 15.6.2 any costs or expenses under clause 15.5

the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

15.7 Interest for overdue money

The Owner agrees that:

- 15.7.1 the Owner must pay to Council interest at the same rate used under section 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.
- 15.7.2 if interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

16. Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

17. Owner's warranties

- 17.1 The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.
- 17.2 The Owner warrants that:
 - 17.2.1 each Land Project is free of contamination of any kind which would make the Land Project unsuitable for its intended purpose as set out in the Precinct Structure Plan; and

- 17.2.2 is in an environmental condition such as to be suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

18. Successors in title

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

- 18.1.1 give effect to this Agreement; and
- 18.1.2 enter into a deed agreeing to be bound by the terms of this Agreement.

19. General matters

19.1 Notices

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

- 19.1.1 personally on the other Party;
- 19.1.2 by leaving it at the other Party's Current Address;
- 19.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 19.1.4 by email to the other Party's Current Email.

19.2 No waiver

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

19.3 Severability

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

19.4 No fettering of Council's powers

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

19.5 Inspection of documents

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

19.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria.

20. GAIC

- 20.1 The Owner acknowledges and agrees that all land transferred to or vested in Council must have any Inherent GAIC Liability discharged prior to it being provided to Council and to the extent it is not so discharged, the Owner shall remain liable to Council for any GAIC liability incurred by Council subsequently incurred by Council as a result of its development after the termination of this Agreement.
- 20.2 The Parties agree that clause 20.1 survives the termination of this Agreement
- 20.3 The Owner agrees that the Owner must provide a certificate of release under section 201SY of the Act confirming the release of the land referred to in clause 20.1 from its Inherent GAIC Liability.

21. Foreign resident capital gains withholding

21.1 Definitions

For the purposes of this clause, the following definitions apply:

12.5% means 12.5% or any other amount set out in the Tax Act from time to time as the withholding amount.

Clearance Certificate means a valid clearance certificate under section 14-220(1) of Schedule 1 to the Tax Act.

Consideration means any monetary and non-monetary consideration including a Credit required to be paid or given by Council to the Owner for the transfer or vesting of a Land Project or in respect of the equalisation of Open Space Land under this Agreement.

Excluded Transaction has the meaning given to that term in section 14-215 of Schedule 1 to the Tax Act.

Statement of Compliance has the same meaning as in the Subdivision Act 1988

Tax Act means the *Taxation Administration Act 1953* (Cth)

Variation Amount means, where the Owner has served a Variation Notice on Council, the amount required to be withheld as specified in the Variation Notice.

Variation Notice means a valid variation notice issued by the Australian Taxation Office in respect of a variation application made under section 14-235(2) of Schedule 1 of the Tax Act.

21.2 Foreign resident status of Owner

The Owner is taken to be foreign residents under Subdivision 14-D of Schedule 1 to the Tax Act unless the Owner gives to Council a Clearance Certificate no later than 10 Business

Days before the Land Project and the Open Space Land is transferred to or vested in Council.

21.3 Excluded transaction

21.3.1 Clause 21.5 does not apply if:

- (a) the transfer or vesting of the Land Project or the Open Space Land is an Excluded Transaction; and
- (b) the Owner provides Council with all information and documentation to satisfy Council that the transfer or vesting of the Land Project and the Open Space Land is an Excluded Transaction no later than 10 Business Days before the Land Project or the Open Space land as the case may be is transferred to or vested in Council's ownership.

21.3.2 Without limiting clause 21.3.1, the transfer or vesting of a Land Project or Open Space Land is an Excluded Transaction if the market value of the Land Project or Open Space Land as at the date of this Agreement is less than \$750,000.

21.4 Variation notice

If the Owner provides Council with a Variation Notice prior to the transfer or vesting of the Land Project and Open Space Land, then Council will adjust the withholding amount (as specified in clause 21.5 below) in accordance with the Variation Notice.

21.5 Withholding

21.5.1 This clause 21.5 applies if the Owner is taken to be foreign residents under clause 21.2 and the Owner has not satisfied Council that the transfer or vesting of the a Land Project and Open Space Land is an Excluded Transaction under clause 21.3.

21.5.2 Subject to clauses 21.5.3 and 21.5.4, Council will deduct from any monetary consideration payable to the Owner an amount equal to:

- (a) 12.5% of the Consideration (excluding GST) in accordance with section 14-200(3) of Schedule 1 to the Tax Act; or
 - (b) the Variation Amount, if the Owner have provided Council with a Variation Notice in accordance with clause 21.4,
- (the **withholding amount**).

21.5.3 Subject to clause 21.5.4, if any monetary consideration payable to the Owner is less than 12.5% of the Consideration, the Owner must deliver to Council:

- (a) a cash payment equal to 12.5% of the Consideration (or such other amount as required by Council); or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 21.4 -

upon delivery of the executed form of this Agreement to Council or such other time as Council may have allowed in writing as notified to the Owner.

21.5.4 If there is no Consideration specified in this Agreement, the Owner must deliver to Council:

- (a) a cash payment equal to 12.5% of the market value of the Land Project and Open Space Land valued as at the date of this Agreement; or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 21.4,

upon delivery of the executed form of this Agreement to Council or such other time as Council may have allowed in writing as notified to the Owner and the Developer.

21.6 Council to remit withholding amount

21.6.1 Council agrees to:

- (a) pay the withholding amount or amounts determined under clause 21.5 to the Reserve Bank of Australia (on behalf of the Australian Taxation Office) by electronic funds transfer immediately after the earlier of:
 - (i) Council receiving a transfer of land in respect of the Land Project and Open Space Land, in registrable form; or
 - (ii) the registration of a plan of subdivision which vests the Land Project or Open Space Land in Council's ownership;
- (b) provide the Owner with a copy of the purchaser payment notification form submitted by Council to the Australian Taxation Office; and
- (c) provide the Owner with a copy of any receipt of payment or proof of payment of the withholding amount issued by the Australian Taxation Office to Council.

21.7 Consideration adjusted after withholding

For the avoidance of doubt and notwithstanding anything else in this Agreement, the Consideration payable to the Owner and the Developer is reduced to the extent that a withholding amount is deducted from the Consideration under clause 21.5.

21.8 Owner to co-operate

21.8.1 The Owner must:

- (a) not procure the registration of a plan of subdivision which vests a Land Project or Open Space Land in Council's ownership unless:
 - (i) a Clearance Certificate has been provided to Council; or
 - (ii) the Owner and Council have agreed upon the amount to be withheld by and/or remitted by Council to the Australian Taxation Office in accordance with clause 21.5;
- (b) provide Council with 20 Business Days prior written notice of the lodgement of a plan of subdivision at Land Use Victoria which will have the effect of vesting any land in Council's ownership; and
- (c) notify Council immediately on the date on which a plan of subdivision registers which vests land in Council's ownership.

21.8.2 The Owner must provide Council with all information, documentation and assistance necessary to enable Council to comply with its obligation to pay the

withholding amount within the time set out in section 14-200(2) of Schedule 1 to the Tax Act.

21.9 Owner's and Developer's warranty

The Owner warrants that the information provided to Council under this clause 21 is true and correct.

21.10 Indemnity

The Owner agrees to indemnify Council against any interest, penalty, fine or other charge or expense incurred by Council as a result of the Owner's failure to comply with this clause 21.

22. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

23. Amendment of Agreement

23.1 This Agreement may be amended in accordance with the Act.

23.2 This Agreement may also be amended by a further agreement between Council and any person who is burdened by any of the covenants in this Agreement.

23.3 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

24. GST

24.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.

24.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

24.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 24.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

24.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 24.3.

25. Ending of Agreement

25.1 This Agreement ends:

25.1.1 in relation to the balance of the Subject Land apart from Residential Lots, when the Owner has complied with all of the Owner's obligations under this Agreement; or

- 25.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.
- 25.2 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.
- 25.3 Where it is proposed to end this Agreement in relation to part of the Subject Land by agreement, the parties agree that only Council and the Owner of the part of the Subject Land that is the subject of the proposal to end this Agreement are required to agree to the ending, and the agreement of other Owners of the Subject Land is not required.
- 25.4 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.
- 25.5 Council will not unreasonably withhold its consent to a written request made pursuant to clause 25.4 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.
- 25.6 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

Schedule 1

Wollert Development Contributions Plan.

Schedule 2

Whittlesea planning permit number- 716763

INFORMATION ONLY

Schedule 3

Infrastructure Projects

DCP Project No.	Description of the Infrastructure Project	The proportion of theof Infrastructure Project which is being provided.	Provision Trigger	Infrastructure Project Value (\$2021/22)
IN-21C	Koukoura Drive/Connector (north of LTC)	Eastern leg only – remainder by others.	Stage 2	\$1,111,391.63

Schedule 4

Land Projects

DCP Project No.	Description of the Land Project	Area of Land Project.	Services to be available	Provision Trigger	Agreed Land Value (\$2021/22)
RD-01	Koukoura Drive – between Craigieburn Road and northern edge of Wollert-Keon Park gas transmission easement.	0.4023 ha	All utility services	Stage A	\$940,107.11
RD-02	Koukoura Drive – between northern edge of gas transmission easement to connection with historic road reserve near northern boundary of 220 Boundary Road.	0.3943 ha	All utility services	Stage A	\$921,412.46
IN-05	Craigieburn Road/ Koukoura Drive Purchase of land for intersection (ultimate)	0.039 ha		Stage B	\$91,136.41
IN-21	Koukoura Drive/Connector (north of LTC). Purchase of land for intersection (ultimate).	0.7319 ha	All utility services	Stage A, C.	\$1,710,326.61
SR-03	Central Wollert Sports Reserve	7.4 ha	All utility services	Stage 6	\$17,292,549.40

Schedule 5

Credit Reimbursement & Averaged Credit Reimbursement Rate

PSP/DCP Property Number	Net Developable Area (ha)	Development Infrastructure Levy Charges (\$2021/22)
12	25.33	\$11,157,935.92

DCP Project Type	Total Credit Amounts (per schedules 3 and 4)
Infrastructure Projects	\$ 1,111,391.63
Land Projects	\$ 20,955,531.99
Total	\$ 22,066,923.62

Total of Credit Reimbursement due	\$ 10,908,987.70
Averaged Credit Reimbursement Rate (per Net Developable Hectare - \$2021/22) (Total Credit Reimbursement Due / Total Net Developable Area of 25.33 Ha)	\$ 430,674.60
Timing for payment of the Averaged Credit Reimbursement Rate	Not more than 30 days after the date of issue of the Statement of Compliance.

Schedule 6

Open Space Land

PSP/DCP Property Number	Subject Land Net Developable Area (ha)	Open Space Land (ha)	Provision Trigger for the provision of the Public Open Space (LP15)	Agreed Rate per hectare (\$2021 /2022)/ha	Open Space Land Value \$2020/21 (\$/ Ha)	Public Open Space Contribution liability (ha) @ 4.47% of NDA	Public Open Space Contribution liability (\$) @ 4.47% of NDA	Equalisation Payment (Council to Owner) (\$2020/2021)
12	25.33	2.97	Stage 6	1,300,000	\$3,861,000	1.1327	\$1,472,566.73	\$2,388,433.27
Total Equalisation Payment Due								
Timing of when the Equalisation Payment must be made								
Averaged Equalisation Payment Rate per Net Developable Hectare - \$2021/22 (Total Equalisation Payment Due / Total NDHa of 25.33Ha)								
								30 days within SOC being granted. \$94,292.67

Schedule 7

Maintenance Period

Infrastructure Type	Maintenance Period
Road Projects	A minimum of 3 months
Signalised intersections	A minimum of 6 months
Community Building	A minimum of 12 months
Recreation Reserve	A minimum of 18 months

Schedule 8


Subject Land

Certificate of Title details	Owner		Property Number	Mortgage Y/N
Certificate of title Vol 12363 Fol 723	Scaffidi Pastoral Company Pty Ltd		12	YES NAB.

Signing Page

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

The Common Seal of Whittlesea City Council
was affixed hereto in the presence of:


.....
Delegate

.....
Delegate



Executed as a deed by Scaffidi Pastoral Company)
Pty Ltd ACN 005 757 335 in accordance with s 127(1))
and s 127(3) of the Corporations Act 2001:)

x

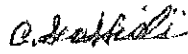


.....
Signature of Director

MARISA ORFANIDIS

.....
Print full name

x



.....
Signature of Director/Company Secretary

CATERINA SCAFFIDI

.....
Print full name



Registrar of Titles

Land Titles Office
2 Lonsdale Street
MELBOURNE

**APPLICATION TO REGISTER AN AGREEMENT UNDER SECTION 173 OF THE
PLANNING AND ENVIRONMENT ACT 1987**

Certificate of Title Volume 12363 Folio 723

Registered Proprietor/s: Scaffidi Pastoral Company Pty Ltd

National Australia Bank Limited A.B.N. 12 004 044 937 as Mortgagee
pursuant to Registered Mortgage number AQ289491B hereby consents to
the within Agreement.

Dated this 2nd day of May 2022

EXECUTED by **NATIONAL AUSTRALIA BANK
LIMITED** by being signed sealed and delivered in
Victoria by its Attorney

Mark Lofting
who holds the position of Level 3 Attorney under
Power of Attorney dated 1/3/2007 (a certified
copy of which is filed in Permanent Order Book
No 277 Page No 025 Item 35) in the presence of:

Attorney

Signature of Witness



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

Produced 06/03/2024 10:17:28 AM

Status	Registered	Dealing Number	AX488542Q
Date and Time Lodged	27/11/2023 11:22:06 AM		

Lodger Details

Lodger Code	21652J
Name	BLAAK AND HUYNH LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference

12513/151

Transferor(s)

Name	SCAFFIDI PASTORAL COMPANY PTY LTD
ACN	005757335

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 295000.00

Transferee(s)

Tenancy (inc. share)	Joint Tenants
Given Name(s)	NICK
Family Name	CALLEGARI
Address	
Street Number	126
Street Name	ARVON
Street Type	ROAD



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Locality STRATHMORE
State VIC
Postcode 3041

Given Name(s) EUNICE
Family Name CALLEGARI
Address
Street Number 126
Street Name ARVON
Street Type ROAD
Locality STRATHMORE
State VIC
Postcode 3041

Duty Transaction ID
5852762

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferee or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	NICK CALLEGARI EUNICE CALLEGARI
Signer Name	RACHELLE HUYNH
Signer Organisation	BLAAK AND HUYNH LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	27 NOVEMBER 2023

Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferor or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	SCAFFIDI PASTORAL COMPANY PTY LTD
Signer Name	NICK CIAMPA
Signer Organisation	MELIA LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	27 NOVEMBER 2023

File Notes:



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

Produced 06/03/2024 09:58:18 AM

Status	Registered	Dealing Number	AW059457J
Date and Time Lodged	13/09/2022 03:31:55 PM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	TGM: 8370122

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Estate and/or Interest

FEE SIMPLE

Land Title Reference

12363/723

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	WHITTLESEA CITY COUNCIL
Address	
Street Number	25
Street Name	FERRES
Street Type	BOULEVARD
Locality	SOUTH MORANG
State	VIC
Postcode	3752

Additional Details



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	WHITTLESEA CITY COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	13 SEPTEMBER 2022

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER:

1010596

APPLICANT'S NAME & ADDRESS:

**CALLAHANS LAWYERS C/- INFOTRACK (LEAP) C/-
LANDATA**

DOCKLANDS

VERSION:

CALLEGARI, NICK

PURPOSE:

NOT KNOWN, NOT KNOWN

NEWSPAPER:

4570

This certificate is issued for:

**LOT 428 PLAN PS819382 ALSO KNOWN AS 20 ERBA STREET WOLLERT
WHITTLESEA CITY**

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a **URBAN GROWTH ZONE - SCHEDULE 5**
- is within a **DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 16**
- and **MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE
CONTRIBUTION - FOR MORE INFORMATION GO TO THE WEBSITE
(<https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-legislation/growth-areas-infrastructure-contribution>)**

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

For more information on the Planning Scheme, please contact the relevant municipal council or the Department of Planning and Environment.

Additional site specific controls may apply.
The Planning Scheme Ordinances should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration.

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

06 March 2024

Bonny Kilmer
Minister for Planning

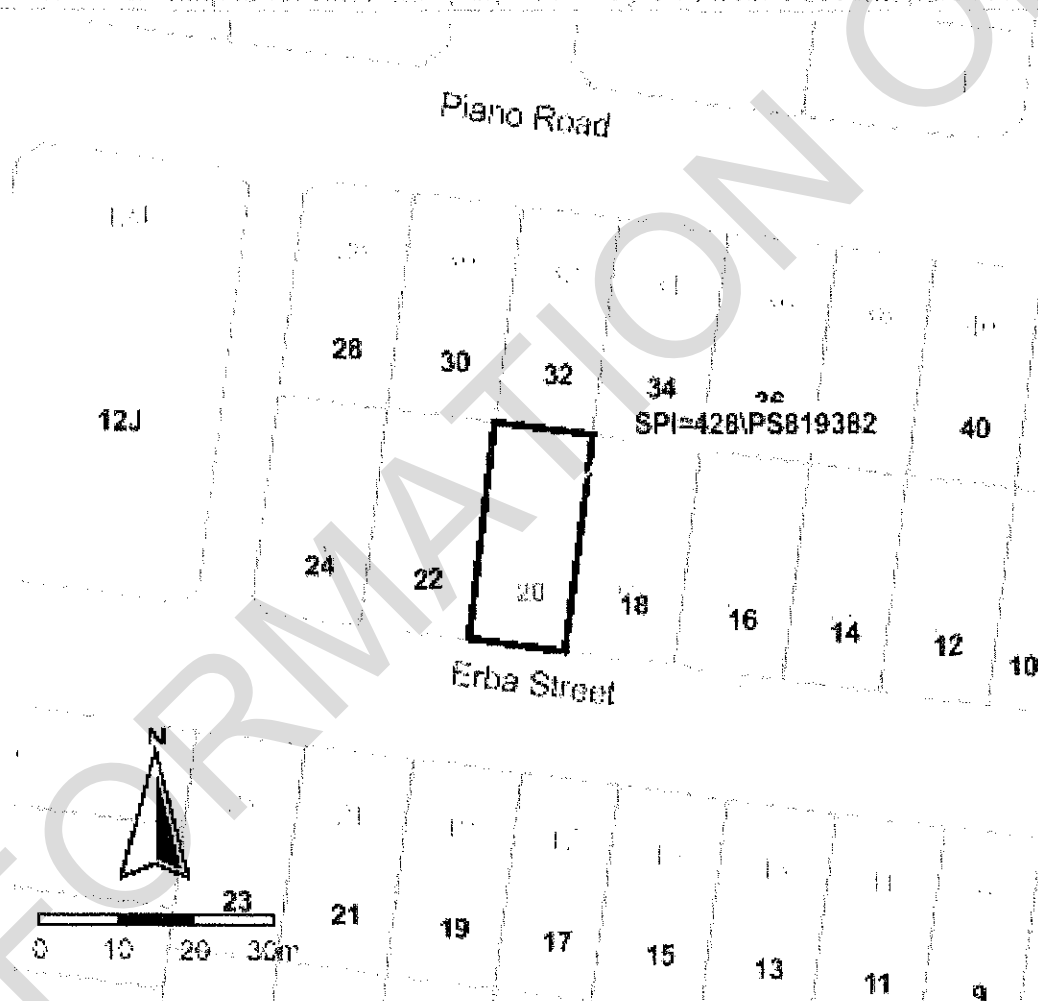
LANDATA
T: (03) 9102 0402
E: landata.enquiries@servicetia.com.au

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

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

If this property is different to the one expected, you can phone (03) 9402 0402 or email landata.enquiries@serv.vic.gov.au

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



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

Choose the authoritative Planning Certificate

Why rely on anything less?

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

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

Privacy Statement

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



Date of issue
07/03/2024

Assessment No.
1186089

Certificate No.
158683

Your reference
72064126-018-1

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2024

Property location: 70B Alkira Boulevard WOLLERT 3750

Description: LOT: E PS: 810970X

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2023	1 July 2023	\$24,000,000	\$24,000,000	\$1,200,000

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

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2023 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2023	\$56,693.52	
Fire services charge (Res) levied on 01/07/2023	\$125.00	
Fire services levy (Res) levied on 01/07/2023	\$1,104.00	
Waste Landfill Levy General levied on 01/07/2023	\$13.90	
Arrears to 30/06/2023	\$11,513.43	
Interest to 07/03/2024	\$0.00	
Other adjustments	\$0.00	
Less Concessions	\$0.00	
Sustainable land management rebate	\$0.00	
Payments	-\$69,449.85	
Balance of rates & charges due:		\$0.00

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$0.00
--	---------------

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

Council Offices

25 Ferris Boulevard, South Morang VIC 3752
Mail to: Locked Bag 1, Bundoora MIDC VIC 3083

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service



131 450

ABN 72 431 091 058

whittlesea.vic.gov.au

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

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

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

3. Notices and orders:

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

No Orders applicable.

4. Specified flood level:

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

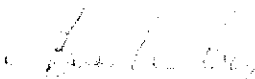
5. Special notes:

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

Interest penalty on late payments

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

6. Other information:



Authorising Officer

This property may be subject to a supplementary valuation.

Lot 428 Plan PS8193825

Your application for the property described above is not rated separately. The rates shown on this certificate relate to the parent property.

A fire hazard removal notice could be issued against this property. Please check with the Council on the date of settlement.

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

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 1186089



Phone 1300 301 185
Ref 1186089



Biller Code 5157
Ref 1186089



YARRA VALLEY WATER
ABN 93 066 902 501

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

6th March 2024

Callahans Lawyers C/- InfoTrack (LEAP) C/- LANDATA
LANDATA

Dear Callahans Lawyers C/- InfoTrack (LEAP) C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	20 ERBA STREET WOLLERT 3750
Applicant	Callahans Lawyers C/- InfoTrack (LEAP) C/- LANDATA LANDATA
Information Statement	30833501
Conveyancing Account Number	7959580000
Your Reference	4570

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

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

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Chris Brace
GENERAL MANAGER
RETAIL SERVICES



YARRA VALLEY WATER
ABN 93 068 902 501

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Yarra Valley Water Property Information Statement

Property Address	20 ERBA STREET WOLLERT 3750
------------------	-----------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit yvw.com.au/recycled.

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

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

Melbourne Water Property Information Statement

Property Address	20 ERBA STREET WOLLERT 3750
------------------	-----------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Callahans Lawyers C/- InfoTrack (LEAP) C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 0132068308
Rate Certificate No: 30833501

Date of Issue: 06/03/2024
Your Ref: 4570

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
20 ERBA ST, WOLLERT VIC 3750	428\PS819382	5281407	Residential

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

GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial

information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.

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

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



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

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

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

Property No: 5281407

Address: 20 ERBA ST, WOLLERT VIC 3750

Water Information Statement Number: 30833501



Billier Code: 314567
Ref: 01320683087

Amount
Paid

Date
Paid

Receipt
Number