Contract of Sale

Property:

Unit 2, 19 Delbridge Drive, Sydenham VIC 3037

JLE Conveyancing Pty Ltd
3/5 DEVONSHIRE ROAD
SUNSHINE VIC 3020
Tel: 03 9363 2075
Ref: JL:11571

Contract of Sale

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

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Contract of Sale

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties –

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../…..……/2024

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

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

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act* 1962

SIGNED BY THE VENDOR: .....

..... on ...../…..……/2024

Print names(s) of person(s) signing: **ARIEL TEJADA**

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

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

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Particulars of Sale

Vendor's estate agent

Name: YPA ESTATE AGENTS

Address: ground floor, 15-17 Overton Lea Boulevard, Sydenham VIC 3037

Email: jalbioli@ypa.com.au

Tel: Mob: 0438 133 123 Fax: Ref: JOE ALBIOLI

Vendor

Name: ARIEL TEJADA

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: JLE Conveyancing Pty Ltd

Address: 3/5 DEVONSHIRE ROAD, SUNSHINE Vic 3020

Email: info@jleconveyancing.com.au

Tel: 03 9363 2075 Mob: Fax: Ref: 11571

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	10602	Folio	817	2	PS 446631A

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

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 2, 19 Delbridge Drive, Sydenham VIC 3037

Goods sold with the land (general condition 6.3(f)) (*list or attach schedule*): All fixtures and fittings of a permanent nature as inspected.

Exclusion lists : N/A

Payment

Price $ .....

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

Balance $ ..... payable at settlement

GST (general condition 19)

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

☐ GST (if any) must be paid in addition to the price if the box is checked

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease'** appear in this box in which case refer to general condition 1.1.

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20): NOT APPLICABLE AT AUCTION

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

Lender: .....

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

Building report - NOT APPLICABLE AT AUCTION

☐ General condition 21 applies only if the box is checked

Pest report – NOT APPLICABLE AT AUCTION

☐ General condition 22 applies only if the box is checked

Special Conditions

A special condition operates if the box next to it is checked or the parties otherwise agree in writing

☒ **Special condition 1 – Payment**

General condition 14 is replaced with the following:

14. Deposit

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

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
(a) must not exceed 10% of the price; and
(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The purchaser must pay all money other than the deposit:
(a) to the vendor, or the vendor's legal practitioner or conveyancer; or
(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

14.4 Payments may be made or tendered:
(a) up to $1,000 in cash; or
(b) by cheque drawn on an authorised deposit-taking institution; or
(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
However, unless otherwise agreed:
(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

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

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

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

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

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

☒ **Special condition 2 – Acceptance of title**

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

☒ **Special condition 3 – Tax invoice**

General condition 19 is replaced with the following:

19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
(a) the price includes GST; or
(b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 19.1(a), (b) or (c)), the purchaser is not obliged to pay the GST

included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

☒ **Special condition 4 – Electronic conveyancing**

5.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.

5.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.

5.3 Each party must:

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

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

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

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

5.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

5.6 Settlement occurs when the workspace records that:

(a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or

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

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

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

5.9 The vendor must before settlement:

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

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;

(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.

☒ **Special condition 5 – Condition of the Property**

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

6.2 The property and any chattels are sold:

(a) In their present condition and state of repair;
(b) Subject to all defects latent and patent;
(c) Subject to any infestations and dilapidation;
(d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
(e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and
(f) Subject to all easements, covenants, leases, appurtenant easements and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation there to.

6.3 The purchaser acknowledges and agrees that the purchaser has made its own independent enquires on all matters and does not rely on anything stated by or on behalf of the Vendor.

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

6.5. No failure of any buildings or improvements to comply with any planning or building legislation regulations or bylaws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.

6.6 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.

☒ **Special condition 6 – Deposit**

In the event that the purchaser fails to pay the full deposit on the due date, this contract is voidable at the option of the vendor.

☒ **Special condition 7 – Loan**

The purchaser acknowledge that should this contract be subject to finance and in the event that finance is not approved then the purchaser must provide written proof on a formal decline letter generated by the lender or lending institution to which the finance was applied by the purchaser.

Any decline letters from brokers or any loan originator are not accepted. Failure to comply of this special condition will render the contract of sale unconditional.

Any requests an extension or variation to the Finance Due Date, the Purchaser must pay the Vendor' representative $110 at the settlement for each request.

☐ **Special condition 8 - Plan of Subdivision**

1. The purchaser acknowledges that as at the Day of Sale if the Plan of Subdivision has not been registered by the Registrar of Titles pursuant to Part 4 of the Subdivision Act or Section 97 of the Transfer of Land Act (as the case may be).
2. The Vendor shall as it own cost and expense procure registration of the Plan of Subdivision.
3. If the Plan of Subdivision is not registered within 48 months after the day of sale, the Purchaser may after the expiration of that 18 months but before the plan of subdivision is so registered rescind this contract by notice in writing to the other party and the Deposit shall then be repaid to the Purchaser in full.
4. The Vendor reserves the right to make alteration to the Plan of subdivision necessary to secure its approval by the Registrar of Titles and (subject to the provisions of Section 9AC of the Sale of Land Act) the purchaser shall make no objection or requisition or claim any compensation in respect of any excess or deficiency whether in areas, boundaries, measurements, occupations, or otherwise on the ground that the plan of subdivision as registered by the Registrar of Titles does not agree in measurement or otherwise with the Plan of Subdivision or the Property as inspected by the Purchaser.
5. The Purchaser undertakes that he/she will not lodge a Caveat against the Title to the land hereby sold pending approval of the Plan of Subdivision by the Registrar of titles.

☒ **Special condition 9 - Nomination**

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
The purchaser has to pay the professional fees to Vendor's Conveyancer of $220 for the nomination.

☒ **Special condition 10 – Rescheduled Settlement**

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or variation to the Due Date, the Purchaser must pay the Vendor' representative $330 at the settlement for each request.

☐ **Special condition 11 - Owners Corporate Certificate to be provided**

If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, object to requestion, make a claim or terminate the contract based on this condition. The Owners Corporate Certificate will be provided in a timely manner and made available to the purchaser and purchasers representative as soon as it is issued.

☐ **Special condition 12 - Re-sale Deed**

For the Sale of this land to take effect, both Vendor(s) and Purchaser(s) will be required to enter into a Re-Sale Deed prior to settlement date. The Re-Sale Deed will be obtained by the Vendor from Developer's (head Vendor) lawyers. The Purchaser(s) acknowledge and agree to;
a) Allow any cost incurred by the Vendor for obtaining Re-Sale deed from Developer's (Head Vendor) Lawyers via adjustments at settlement.
b) Execute the Re-Sale deed and deliver them to Vendor's Conveyancer at least seven (7) days prior to settlement date.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

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

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

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

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

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

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

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

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

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

6 VENDOR WARRANTIES

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

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

6.3 The vendor warrants that the vendor:

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives—

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

(a) that—

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

14.3 The deposit must be released to the vendor if:

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

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

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

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

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

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

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

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

14.7 Payment of the deposit may be made or tendered:

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

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

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

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

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

(a) settlement;

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

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

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

18.9 The vendor must before settlement:

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

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

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

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

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and

(b) 'GST' includes penalties and interest.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

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

21.2 The purchaser may end this contract within 7 days from the day of sale if the purchaser:

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

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

22. PEST REPORT

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

22.2 The purchaser may end this contract within 7 days from the day of sale if the purchaser:

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

(a) the settlement is conducted through an electronic lodgment network; and

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

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth*) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth),* and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

(a) settlement is conducted through an electronic lodgment network; and

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

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgment network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

(a) the penalties or interest arise from any failure on the part of the vendor , including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

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

29. INSPECTION

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

30. TERMS CONTRACT

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act* 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

31.1 The vendor carries the risk of loss or damage to the property until settlement.

31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

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

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

GUARANTEE and INDEMNITY

I/We, ……. of
……

and……. of
……

being the **Sole Director** / **Directors** of ……. of ……. (called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by: -

(f) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
(g) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
(h) by time given to the Purchaser for any such payment performance or observance;
(i) by reason of the Vendor assigning his, her or their rights under the said Contract; and
(j) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this ..... day of 2024

SIGNED by the said)
)
Print Name:)
……. …….
Director (Sign)

in the presence of:)
)
Witness:)
…….

Vendor Statement

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

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

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

Land	UNIT 2, 19 DELBRIDGE DRIVE, SYDENHAM VIC 3037

Vendor's name	ARIEL TEJADA	Date 08/05/2024 .
Vendor's signature		

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

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: $5,000.00

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

Not Applicable

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable

2.2 **Owner Builder**

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

Not Applicable

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

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

☒ Is in the attached copies of title document/s

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

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

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme**

☒ Attached is a certificate with the required specified information.

4. NOTICES

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

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

Not Applicable

4.2 **Agricultural Chemicals**

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

NIL

4.3 **Compulsory Acquisition**

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☒

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable

10.2 **Staged Subdivision**

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the

Subdivision Act 1988.

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

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

NIL

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

NIL

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

NIL

10.3 **Further Plan of Subdivision**

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

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

VOLUME 10602 FOLIO 817

Security no : 124114745164Y
Produced 07/05/2024 10:30 AM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 446631A.
PARENT TITLE Volume 10192 Folio 529
Created by instrument PS446631A 05/09/2001

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ARIEL TEJADA of 2/19 DELBRIDGE DRIVE SYDENHAM VIC 3037
AF620664Y 31/01/2008

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AF620665W 31/01/2008
COMMONWEALTH BANK OF AUSTRALIA

COVENANT T424106C 21/11/1994

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
S024451A 21/04/1992

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987
S024452W 21/04/1992

DIAGRAM LOCATION

SEE PS446631A FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 2 19 DELBRIDGE DRIVE SYDENHAM VIC 3037

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 23/10/2016

DOCUMENT END

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VICTORIA

APPLICATION BY A RESPONSIBLE AUTHORITY under Section 181 Planning and Environment Act 1987 for ENTRY OF A MEMORANDUM OF AGREEMENT under Section 173 of the Act.

The Responsible Authority under the Planning Scheme having entered into an Agreement with the parties named for the land described requires that a memorandum of the Agreement be entered on the Certificate(s) of Title to the land referred to.

LAND (insert Certificate of Title Volume and Folio)

Certificates of Title Volume 9995 Folios 362, 363 and ~~364~~ (Certificates of Title ~~Volume 9995 Folio 364 being subject to Plans of Subdivision lodged in the Land Titles Office on 28th May 1992 in Dealing Nos. LP 222389U and PS 803290~~).

Volume 10080 Folio 040 to 061 (61)
Volume 10086 Folio 663 to 697 (61)
and Volume 10086 Folio 924

ADDRESS OF THE LAND

Lots D, E and F Keilor-Melton Road, Sydenham

RESPONSIBLE AUTHORITY (name and address)

THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF KEILOR.

AMENDED Vol 10150 Fol 512-540 (B.1)
11 MAR 1993
With consent of Echelon for Applicant

PLANNING SCHEME

KEILOR PLANNING SCHEME.

AGREEMENT DATE 12TH JUNE, 1992

AGREEMENT WITH (name and address)

KEILOR GATEWAY ESTATE PTY. LTD. of 356 Main Road West, St. Albans.

A copy of the Agreement is attached to this Application.

Signature for the Responsible Authority .....

Name of Officer RICHARD DIEDLECKI

Date 30 JUN 1992

10/2/93

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THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF KEILOR

- and -

KEILOR GATEWAY ESTATE PTY LTD

SECTION 173 AGREEMENT PURSUANT TO SECTION 173 PLANNING AND ENVIRONMENT ACT 1987

PRICE BRENT
Solicitors
500 Bourke Street
MELBOURNE VIC 3000

DX 427 MELBOURNE

Tel: 246 5000
Fax: 246 5111

Ref: GRT:SS 40503

A040601/GRT/SS

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THIS AGREEMENT is made the 12TH day of JUNE 1992

B E T W E E N:

THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF KEILOR of Municipal Offices, Calder Highway, Keilor in the State of Victoria (hereinafter called the "Council")

of the first part

NOT CHARGEABLE
STAMP DUTY
16 JUL 1992
STATE REVENUE OFFICE
VICTORIA

- and -

KEILOR GATEWAY ESTATE PTY LTD (ACN 007 089 303) whose registered office is situated at 356 Main Road West, St. Albans in the State of Victoria (hereinafter called the "Owner")

of the second part

W H E R E A S:

A. The Owner is and was at all relevant times the registered proprietor (or entitled to be so) and the Owner of the land constituted by the land in Certificates of Title Volume 9995 Folios 362, 363 and 364 situated at Keilor-Melton Road, Sydenham (hereinafter called the "Land"), Certificate of Title Volume 9995 Folio 364 being subject to Plans of Subdivision lodged in the Land Titles Office on 28th May 1992 in Dealing Nos. LP 222389U and PS 300329Q.

B. By Application No. P1339 under the Keilor Planning Scheme (hereinafter called the "Planning Scheme") application was made to the Council for a town planning permit in respect to the use and development of the land then in Crown Grant Volume 4418 Folio 581 (hereinafter called the "Original Land") by way of subdivision and the

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construction of and use for roads, services and detached houses on specified parts and lots.

C. The Council is the Responsible Authority under the Planning Scheme.

D. The Council (as Responsible Authority) on 17th October 1989 issued a permit for the subdivision of the Original Land and the erection and construction of buildings and works on and the use of the Original Land for the purpose of detached houses on Lots 1-74 (inclusive) and roads and services and parts a condition of which is that an Agreement of the type described in Section 173 of the Planning and Environment Act 1987 be entered into.

E. On 22nd March 1990 the Council issued permit No. P1622 (Stage 3) allowing part of the Original Land to be subdivided and to have detached houses erected on Lots 75-111 (inclusive) (or Dual Occupancy on specified lots), a condition of which permit was that an Agreement of the type described in Section 173 of the Planning & Environment Act 1987 be entered into.

F. On 26th April 1990 the Council issued permit No. P1622 (Stages 4A, 4B, 5 and 6) allowing part of the Original Land to be subdivided and to have detached houses erected on Lots 112-228 (inclusive) (or Dual Occupancy on specified lots), a condition of which permit was that an Agreement of the type described in Section 173 of the Planning & Environment Act 1987 be entered into.

G. The permits referred to in Recitals B, D, E and F are hereinafter referred to as the "Permit".

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H. The Land is part of the Original Land.

I. The parties enter into this Agreement:-

(a) to give effect to the condition in the Permit;

(b) to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect to the Original Land and the vicinity thereof; and

(c) amongst other things to formalise an understanding reached between the parties regarding the use and development of the Original Land.

J. Keilor Gateway Estate Pty Ltd was formerly known as Radar Craft Pty Ltd.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Without limiting the operation or effect which this Agreement otherwise has, the parties hereto acknowledge that this Agreement is made pursuant to the provisions of Section 173 of the Planning and Environment Act 1987.

2. This Agreement shall come into force immediately upon execution by both parties hereto and shall run with the Land.

3. (1) The Owner shall at its own cost, in accordance with plans and specifications approved by the Council's City Engineer and to the reasonable satisfaction of the Council's City Engineer

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carry out, unless a different time is specified, on or before the earliest of:

(a) the subdivision of at least 60% of the Original Land into allotments other than super lots;

(b) the number of allotments into which the Original Land has been subdivided exceeding 500;

(c) the development of land immediately abutting such road reserve by subdividing such abutting land into allotments other than super lots; or

(d) if in the reasonable opinion of the City Engineer, the construction of the road is necessary to provide access to any allotments on the Original Land; or

(e) the time specified in Sub-clause (2);

the construction and provision of:

(f) the western carriageway of the main north-south road reserve generally as shown on Drawing No. 2601A being one of the plans constituting the endorsed plans to the Permit;

(g) intersectional works (to the full extent of the road and street reservations) wherever that north-south road intersects with another street or road;

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(h) without limiting paragraph (g) but to a cost to the Owner of not more than $300,000.00, the intersectional works (coloured yellow on the attached plan "A") at the intersection of Calder Park Drive in the Keilor-Melton Road such works to be constructed not later than the construction by the Owner of any part of Calder Park Drive shown coloured yellow on the attached plan "B";

(i) street lighting in relation to the north-south road such lighting to be installed and erected in the middle plantation strip between the carriageways; and

(j) all roadworks and ancillary and other works relating to the matters referred to in the preceding paragraphs.

(2) The obligations of the Owner pursuant to Sub-clause (1) shall be carried out in respect to a particular portion of Calder Park Drive coloured a particular colour on the annexed plan "B" (and in the case of that coloured blue the work shall extend to the construction of the blue portion of Community Hub) prior to the earlier of the occurrences in paragraph (a) or (b) of Clause 7(3) in respect to a particular portion of the

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Original Land coloured the same colour on that plan.

(3) For the purposes of Sub-clause (1), if a statutory authority (including the Council) is not prepared to allow the Owner to carry out any segment of such work, that statutory authority may require that any work which the Owner is required to carry out pursuant to the preceding Sub-clause shall be carried out at the Owner's expense by that statutory authority and, in that event, the Owner shall forthwith on demand from time to time pay to the statutory authority the estimated and actual costs of carrying out that work as certified to by the Secretary (or the person in a position similar to the Secretary) of that statutory authority.

(4) For the purposes of approval of the plans and specifications referred to in Sub-clause (1) and of supervising the works required to be carried out by that Sub-clause, the Council may charge and thereupon the Owner shall pay to the Council a fee specified by the Council but not exceeding 2.5% of the actual costs of the works referred to in that Sub-clause.

(5) The Owner shall forthwith maintain, repair and make good to the reasonable and proper satisfaction of the Council's City Engineer, all faults, defects and failures which may develop,

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appear or occur in the works referred to in Sub-clause (1) within the period of three months following the completion of such works which date of completion shall be certified by the Engineer which certificate shall be final, binding and conclusive between the parties.

4. (1) In this Agreement "Community Amenities" means one or more of the following, namely:

(a) Library;

(b) Child care facilities;

(c) Community meeting rooms; and

(d) Branch municipal office.

(2) When requested to do so by the Council, the Owner shall make available to the Council on the Land (or on such other land nearby as the Council agrees to) a facility for the Community Amenities by constructing a building (which is to be free-standing or which is to be used for commercial purposes but part of which building is to be the Community Amenities) and thereafter (but within one year of the Gazettal Date) transferring the Title in fee simple to the building or relevant part to the Council free from encumbrances and at no cost to the Council.

(3) The site for the Community Amenities shall, if located on the Land, be located in the area designated "community and commercial and related uses" and shown in plan 2601A being one of the

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sheets of the endorsed plan of the Permit. In any event, the site shall be sufficient to contain within the building erected pursuant to Sub-clause (2) a facility of approximately 150 square metres floor area which shall have access directly to it from a public highway and have free off-street car parking available nearby for the use of persons using the Community Amenities.

(4) For the purposes of Sub-clause (2) the Community Amenities shall be made available to the Council in a condition suitable for occupation by the Council and such Community Amenities shall be fitted out by the Owner at its expense in a manner appropriate to their proposed use but at a cost not exceeding $60,000.00 indexed by applying the formula in and provisions of Clause 7(2) (the necessary changes being made) as if the fitting out cost was the Prescribed Amount, S was $60,000.00, the Base Date was the date of this Agreement and "A" was the quarter date prior to the completion of the fitting out .

(5) Save for the cost of telephone service, electricity, gas and water consumed in respect to the Community Amenities (for which the Council shall be responsible), the occupation and use by the Council of the Community Amenities shall be free of cost to the Council.

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(6) If the parties so agree, the Community Amenities may on such terms and conditions as the parties agree be relocated in another position on the Land provided that such a position is substantially of the same area and has the same linkage or geographic relationship to the Land as the previous site of the Community Amenities had.

(7) Without limiting the generality of Clauses 12(1) and 20, the Owner shall provide all necessary consents and do all things necessary to enable the Council to obtain all necessary Permits and approvals (including town planning permits and building approvals) to permit the Council to use the Community Amenities and the Owner hereby licenses the Council, its Officers, employees, agents, contractors and licensees and invitees to go on to the Land for the purposes of using the Community Amenities.

(8) In lieu of the Owner having to comply with Sub-clauses (2) - (7) inclusive the Council may elect within one month of the Gazettal Date to require the Owner to pay to the Council $250,000.00. Such money shall be paid by the Owner to the Council within 120 days from the date of the election being made and together with interest calculated from that date to the date of payment of the principal and interest at

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the rate applicable by virtue of paragraphs (a), (b) and (c) of Clause 9(1).

(9) This Clause is conditional on the re-zoning provided for in Clause 5(1) being effected.

(10) In this Clause the "Gazettal Date" means the date of approval by the Minister of the Amendment referred to in Clause 5(1) pursuant to the Planning and Environment Act.

5. The Council will (subject to its obligations pursuant to any law and the proper exercise of any discretion) prepare and actively support the rezoning of the site generally shown on Drawing 2601A to a Restricted Business Zone or Neighbourhood Business Zone (or an appropriate commercial rezoning agreed to by the Council and the Owner and which will allow retailing of up to a total of 2,000 square metres of gross leasable floor area (whether or not made up of one or more premises) and also use in part for community purposes).

6. (1) At no cost to the Council, the Owner shall transfer to the Council not later than seven (7) days after being requested to do so by the Council and in such portions as the Council may direct the main north/south road reserve generally as shown on Drawing 2601A so that the fee simple of such road vests in the Council.

(2) Until such time as the transfer pursuant to Sub-clause (1) is effected, when requested by the Council to do so the Owner shall make available

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the whole or any portions of such roads specified by the Council so as to be able to be used by the Council and public in conjunction with the roads described therein (including, but without limiting the generality of the foregoing, dedicating such road or portions (as the case may be) to the public as a public highway).

7. (1) For the development, improvement and maintenance of reserves or community facilities and the Community Amenities on or in the vicinity of the Original Land but so that not less than 50% of the prescribed amount is spent on those on the Original Land, the Owner shall pay to the Council in the manner described in Sub-clause (3) the prescribed amount.

(2) For the purposes of this Clause, the "prescribed amount" is that calculated by the following formula:

$$P = \$ S \times \frac{A}{B}$$

where:

P is the prescribed amount.

A is the Consumer Price Index number for the capital city of Melbourne for the quarter prior to the date upon which the prescribed amount is payable pursuant to Sub-clause (3).

B is the Consumer Price Index number for the

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capital city of Melbourne for the quarter prior to the Base Date.

"Base Date" is:

(a) In the case of an allotment created under Permit No. P1339, 1st July 1989;

(b) In the case of an allotment created under Permit No.'s P1622 (Stage 3) and P1622 (Stages 4A, 4B, 5 and 6), 1st January 1990; and

(c) In the case of an allotment created under any other town planning permit is the date specified in that permit as that from which there is to be a Consumer Price Index indexed from.

S is the specified amount which is:

(a) In the case of each of allotments 1-74 inclusive created under Permit No. P1339, $1,000.00;

(b) In the case of each of allotments 82, 95, 96 and 111 created under Permit No. P1622 (Stage 3) $2,010.00 and in respect of each of the balance of allotments 75-111 (inclusive) created under such Permit, $1,050.00;

(c) In the case of each of allotments 124, 140, 173, 178, 186, 194, 213, 214 and 224 created under Permit No. P1622 (Stages 4A, 4B, 5 & 6), $2,010.00 and

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in respect of each of the balance of allotments 112-228 (inclusive) created under such Permit, $1,050.00; and

(d) In the case of each allotment created by any other town planning permit, $2,010.00 (or such higher amount as the permit may specify) for each allotment on which a dual occupancy can be erected and $1,050.00 (or such higher amount as the permit may specify) for each allotment on which a detached house is allowed but dual occupancy has not been permitted.

For the purposes of this Sub-clause, a reference to the Consumer Price Index number is a reference to those numbers published by the Commonwealth Government as part of the Consumer Price Index.

WHERE -

(a) The Commonwealth Government ceases to publish the Consumer Price Index; or

(b) The basis of calculating that Index is substantially changed

either party may give to the other one month's notice in writing specifying the facts that it alleges satisfy paragraph (a) or (b) of this Sub-clause. Where notice is given in pursuance of this provision, the parties agree that the

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prescribed amount is to be determined by a single arbitrator in accordance with the provisions of the Commercial Arbitration Act 1984 or any statutory modification or re-enactment for the time being in force having regard to what would have been the increases in the Consumer Price Index had it continued or had it continued to be determined on the same principles as at the date of this Agreement, as the case requires.

(3) In respect to each allotment created by a plan of subdivision of the Original Land or part of the Original Land, the Owner shall pay the prescribed amount to the Council at the earlier of:

(a) The Council issuing a Statement of Compliance under the Subdivision Act 1988 or the Council issuing a Minute of Compliance with or a withdrawal of a requirement under Section 569E of the Local Government Act 1958 (as the case may be); or

(b) The Land Titles Office effecting a registration or approval

in respect to such plan of subdivision.

8. (1) Where this Agreement makes reference to a legislative enactment or a provision in that enactment that reference shall be construed as a

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reference to that enactment or provision as amended, re-enacted or remade (with or without modification) from time to time or a corresponding future enactment or provision.

(2) Without affecting the generality of Sub-clause (1) hereof in this Agreement "Planning Scheme" includes any planning control in the form of or similar to a planning scheme and being a successor to the Keilor Planning Scheme.

9. (1) In the event of the Owner failing to pay any monies due under this Agreement within 14 days of demand on it by the Council to do so, the Owner shall pay to the Council interest from the relevant date until the date when such money is paid, such interest being:

(a) at the rate that is applicable from time to time for the purposes of Section 386 Local Government Act 1958;

(b) if there is no rate prescribed for the purposes of Section 386 Local Government Act 1958, then such rate from time to time as the Council may be authorized by legislation to fix for interest on unpaid rates and charges; or

(c) if paragraphs (a) and (b) are not applicable then at a rate of 2% higher than the rate from time to time fixed

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under Section 2 of the Penalty Interest Rates Act 1983.

(2) Any payments made pursuant to this Agreement shall be appropriated firstly towards the interest and thereafter towards the principal sum.

10. (1) Subject to Sub-clauses (4), (5) and (6) hereof, for better securing compliance with Clauses 3, 4(2) and (4), 7 and 16 of this Agreement the Owner shall forthwith lodge with the Council bank guarantees (hereinafter called the "Bank Guarantees") to the satisfaction of the Town Clerk of the Council and for a sum equivalent to 150% of the estimated costs of the works required to be carried out by Clauses 3 and 4(2) and (4) of this Agreement but then uncompleted and as certified by the Council's City Engineer.

(2) Subject to Sub-clause (3) hereof, the Bank Guarantees shall be security for the due, prompt and proper observance and performance by the Owner of its obligations and liabilities arising out in Clauses 3, 4(2) and (4), 7 and 16 of this Agreement.

(3) Subject to the obligations and liabilities of the Owner to which the Bank Guarantees relate being completely satisfied or any deductions from such Bank Guarantees being made by the Council to fulfill the Owner's obligations and

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liabilities under this Agreement, the Council will return to the Owner the Bank Guarantees referred to in Sub-clause (1) hereof within 14 days after the Owner's obligations pursuant to Clauses 3, 4(2) and (4), 7 and 16 have been satisfied.

(4) For the purposes of Sub-clause (1) hereof, to the extent that any of the obligations were intended to be the subject of Bank Guarantees arise under Clause 3(1) or (2), as a result of the request to the Owner, security in that regard shall instead be provided in accordance with this Sub-clause as follows:

(a) The Owner shall not in respect to a plan of subdivision of the Original Land or any part of it request or require the Council to provide any of the documents referred to in Clause 7(3)(a) unless the Owner has:

(i) paid to the Council all monies due in respect to that plan of subdivision and earlier plans of subdivision pursuant to this Agreement; and

(ii) either:

(A) complied with all of the Owner's obligations then due under Clauses 3(1) and

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(2); or

(B) to the extent to which it is made specifically permissible to do so in respect or particular obligation of the Owner, lodged the Bank Guarantees required in that regard.

(b) The Council shall not be obliged to produce or furnish any of the documents referred to in Clause 7(3)(a) unless or until the Owner has fulfilled the requirements specified in Clause 10(4).

(5) Bank Guarantees shall not be required to be provided in respect to the works referred to in Clause 3(1)(g) unless those works have not been completed before 1st September 1992.

(6) For better securing compliance with this Agreement, for such time as this Agreement is not registered on the title to the Land the Owner hereby charges in favour of the Council all the Owner's estate and interest legal and equitable in the Land to the extent of the obligations imposed pursuant to this Agreement and to the amount of any monies which may be payable by the Owner to the Council under this Agreement. Save always that nothing in the foregoing shall prevent the Owner from

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mortgaging by way of registered mortgage or otherwise such Land or any part thereof for the purposes of raising funds to facilitate the development thereof.

(7) Without affecting any obligation at law, the Owner's obligations under this Agreement shall only cease when it has been terminated in accordance with the relevant legislation.

11. In the event of the Owner failing to comply with the provisions hereof, the Municipal Clerk of the Council may cause to be served on the Owner a notice in writing specifying the works, matters and things, (hereinafter called the "Remedial Works") in respect of which the Owner is in default and should such default continue for thirty days or such longer period as the Council allows (having regard to delays caused by circumstances beyond the control of the Owner and to which the Owner has not contributed) (hereinafter called the "Prescribed Period") after the service of such notice, the Council may by its officers, employees, agents and contractors enter upon the Land and cause such Remedial Works to be carried out. Any notice or demand served on the Owner pursuant to this Clause may set out the costs (as estimated by the City Engineer and stated in such notice) of carrying out such Remedial Works to remedy the default as aforesaid and in the event of the Owner not complying with such notice within the Prescribed Period the Municipal Clerk may cause to be served on the Owner a demand in writing for

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the amount of the cost estimated as aforesaid and the amount thereof shall be forthwith paid by the Owner to the Council. As soon as may be practicable after the completion of such Remedial Works, the Engineer shall certify the actual costs thereof to the Council and the difference between such actual costs and the estimated costs paid to the Council pursuant to this Clause shall be paid by the Owner to the Council (whether or not by the utilization of the Bank Guarantees referred to in Clause 10 hereof) or by the Council to the Owner as the case may require.

12. (1) For better securing compliance with this Agreement, the Owner :-

(a) hereby appoints the Council as its lawful attorney to do all things the Owner is capable of doing for the purposes of giving effect to this Agreement or necessary to give effect to any of the duties or obligations imposed on the Owner pursuant to this Agreement and hereby authorises the Council to do so and will ratify whatever the Council shall lawfully do or cause to be done by virtue of this Power of Attorney;

(b) shall forthwith on demand made on it by the Council pay the reasonable costs and expenses (including building costs)

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of and incidental to the Council exercising its powers pursuant to this Agreement; and

(c) hereby irrevocably licenses the Council and its officers, employees, agents and contractors to enter upon any part of the Land for the purposes of giving effect to this Agreement.

(2) The operation of Sub-clause (1) hereof shall be suspended until or unless there has been default for thirty days in compliance with Clause 3, 4, 6(1) or (2), 7, 9-11 (inclusive), 13, 15, 16, 19 or 20 hereof.

13. (1) The Council and the Owner shall do all things necessary (including signing any further agreement, acknowledgement or document) to enable the Council to enter a memorandum of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Planning and Environment Act 1987.

(2) No plan of subdivision of or Instrument of Transfer of the Land or any part of it shall be lodged at the Land Titles Office for registration or approval prior to this Section 173 Agreement and a Section 181 Memorandum having been lodged by or on behalf of the Council and entered on the Certificate of Title to the Land.

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14. The Owner warrants and covenants that:

(a) it is both the registered proprietor (or entitled to be so) and the beneficial owner of the Land;

(b) there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land and not disclosed by the usual searches;

(c) the Land or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in Section 42 of the Transfer of Land Act 1958; and

(d) it has not granted any option or entered into any Contract of Sale or Lease in regard to the Land or any part thereof which options, contract or lease is still subsisting except for contracts of sale or pre-sale commitments in relation to Lots 229-237 (inclusive), 239-242 (inclusive), 245-249 (inclusive), 284-294 (inclusive), 296-299 (inclusive), 302-304 (inclusive), 307-310 (inclusive), and 314-317 (inclusive).

15. The Owner shall not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part thereof without first disclosing to its successors the existence and nature of this Agreement.

16. The Owner shall forthwith on demand pay to the Council

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the Council's costs and expenses (as between the Solicitor and own client) of and incidental to this Agreement and of any consequent thereon, relating thereto, pursuant thereto or in furtherance thereof (including, but without limiting the generality of the foregoing, anything done in anticipation of this Agreement and the enforcement of any obligations imposed on the Owner herein). To the extent that any of such costs and expenses constitute legal professional costs, the Council may have them assessed by the Law Institute of Victoria Costs Service and, in that event, the parties shall be bound by the amount of such assessment with any fee for obtaining such assessment being borne equally by the Owner and the Council.

17. Any notice hereunder may be served by delivering the same to the Owner at his address aforesaid or by putting the same into the post in a prepaid certified envelope addressed to the Owner at his address aforesaid and any notice posted shall be conclusively deemed to have been served at the expiration of 24 hours from the time of posting.

18. (1) Whenever herein appearing the word "Owner" (if the Owner holds the Land in a trust capacity) shall include the beneficiaries of the trust in relation to which it holds such Land. Where such trust relationship exists, the Owner in executing this Agreement does so intending to assume not only personal liability but also to

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bind the trust for which it acts as trustee.

(2) In this Agreement where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have, unless the contrary intention appears, corresponding meanings.

(3) Whenever herein appearing the word "Council" shall include its successors (including (except as to Clauses 4, 5 and 7) its successors as Responsible Authority for the town planning controls in which case any reference to the holder of an office with the Council shall be deemed to be a reference to such office of the successor Responsible Authority as that Responsible Authority may designate).

(4) Where the Owner is constituted by more than one person, any obligation imposed by this Agreement on the Owner shall be imposed on those persons jointly and severally.

19. (1) The expression "Owner" shall be deemed to include its successors, assigns and transferees and the obligations imposed upon and assumed by the Owner shall also be binding on its successors, transferees, purchasers, mortgagees, assigns and any person obtaining possession of the whole or part of the Land (hereinafter called the "Successors") as if each of those Successors had separately executed this

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Agreement in addition to Keilor Gateway Estate Pty Ltd.

(2) Without limiting the operation or effect which this Agreement has apart from this Sub-clause, the Owner shall ensure that its Successors;

(a) give effect to and do all acts and sign all documents as to require them to give effect to this Agreement; and

(b) execute under seal a Deed agreeing to be bound by the terms of this Agreement and thereupon this Agreement shall continue as if executed by such Successors as well as by the parties hereto and as if the Successors' names appeared in each place in which the name of the Owner appears and additional to the name of the Owner.

(3) The obligations imposed on the Owner by Sub-Clause (2) shall be suspended for such time as there appears a memorandum of this Agreement in the Register Book at the Office of the Registrar of Titles.

(4) Despite the fact that by virtue of this Clause or otherwise another person may become liable for the obligations of the Owner under this Agreement, Keilor Gateway Estate Pty Ltd shall not cease to be liable to comply with this Agreement until such compliance shall have been

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discharged by performance of the obligation or by specific discharge by the Council.

20. Each of the Council and the Owner shall respectively sign and execute all such further documents and deeds and do all acts and things as the other party shall reasonably require for completely effectuating this Agreement.

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

THE COMMON SEAL of THE MAYOR)
COUNCILLORS AND CITIZENS OF THE)
CITY OF KEILOR was hereunto)
affixed in the presence of:-)

..... Mayor

..... Councillor

..... Municipal Clerk

THE COMMON SEAL of KEILOR GATEWAY)
ESTATE PTY LTD (ACN 007 089 303))
was hereunto affixed in accordance)
with its Articles of Association)
in the presence of:)

..... Director

..... Secretary

KEILOR GATEWAY ESTATE PTY. LTD. ACN 007 089 303 ☆ THE COMMON SEAL OF

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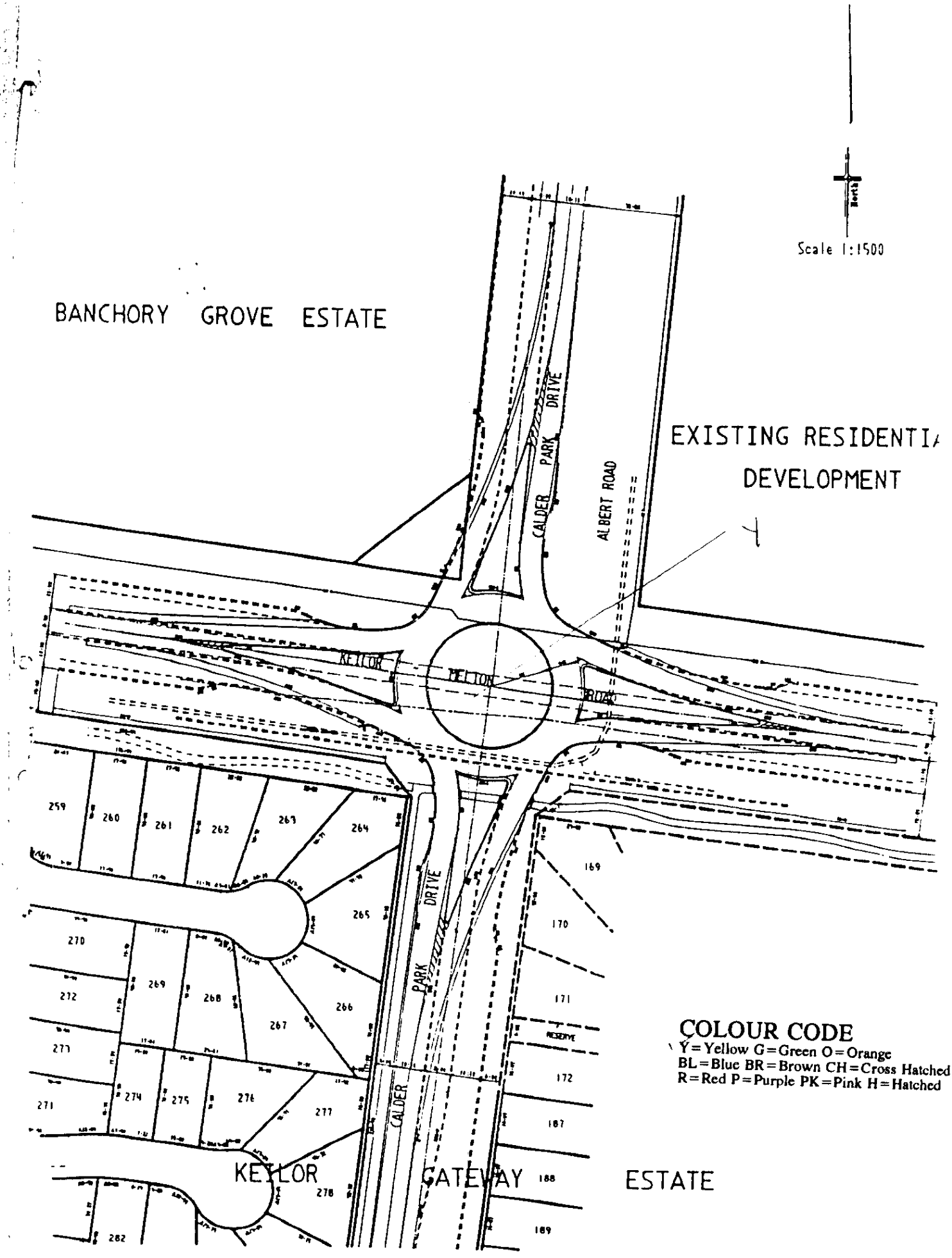
A



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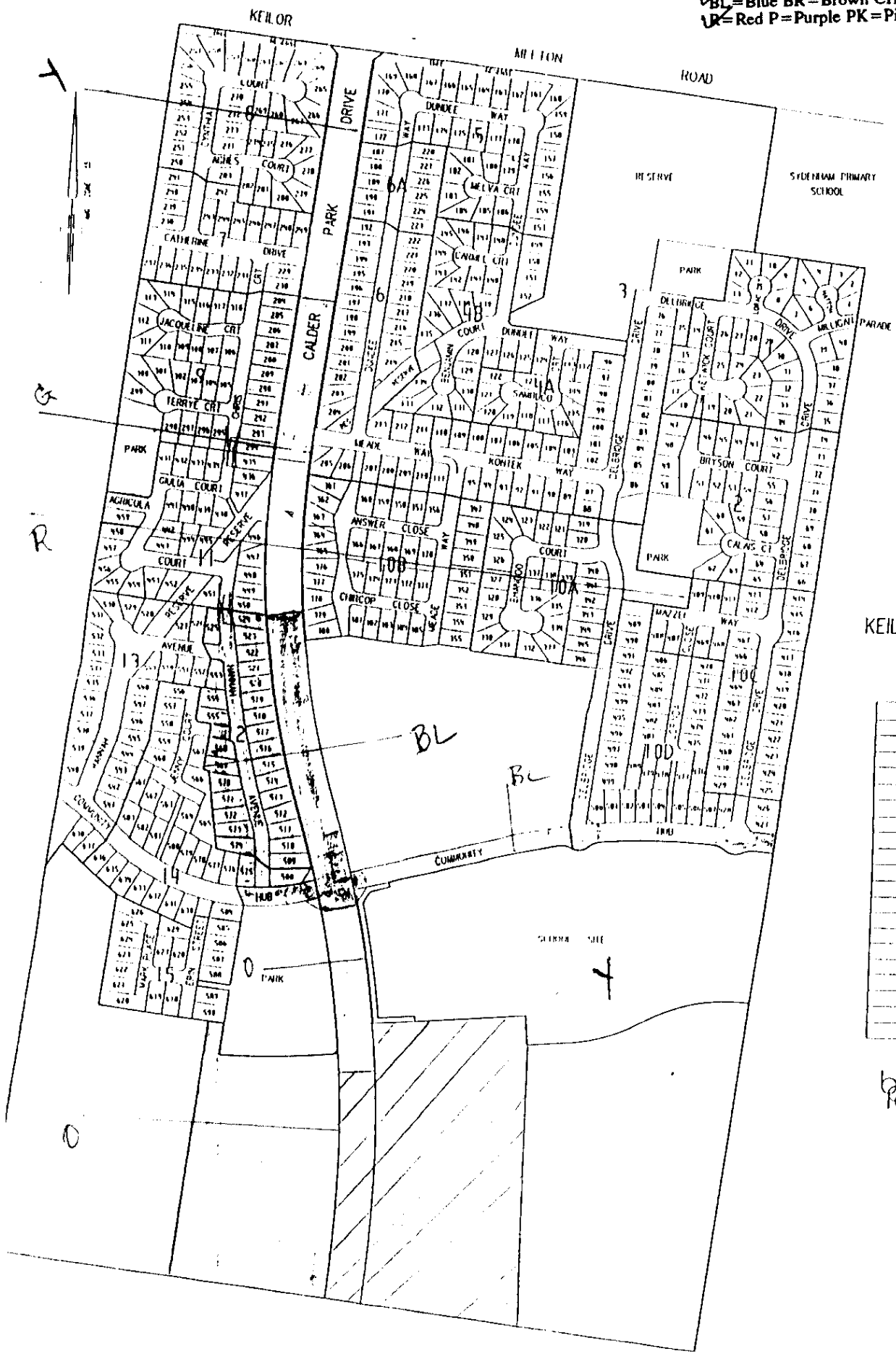
COLOUR CODE

Y = Yellow G = Green O = Orange
BL = Blue BR = Brown CH = Cross Hatched
R = Red P = Purple PK = Pink H = Hatched



KEILOR GATEWAY ESTATE

SCALE : 1:2500
REF : 2601

STAGE	LOTS	AREA
STAGE 1	40 LOTS	3.455 Ha
STAGE 2	34 LOTS	3.478 Ha
STAGE 3	37 LOTS	8.052 Ha
STAGE 4A	12 LOTS	1.140 Ha
STAGE 4B	28 LOTS	2.509 Ha
STAGE 5	31 LOTS	3.446 Ha
STAGE 6	31 LOTS	3.958 Ha
STAGE 6A	11 LOTS	0.870 Ha
STAGE 7	21 LOTS	1.886 Ha
STAGE 8	34 LOTS	3.142 Ha
STAGE 9	35 LOTS	3.430 Ha
STAGE 10A	20 LOTS	2.020 Ha
STAGE 10B	39 LOTS	3.381 Ha
STAGE 10C	31 LOTS	3.045 Ha
STAGE 10D	39 LOTS	3.969 Ha
STAGE 11	29 LOTS	2.882 Ha
STAGE 12	27 LOTS	2.350 Ha
STAGE 13	28 LOTS	2.854 Ha
STAGE 14	32 LOTS	4.782 Ha
STAGE 15	10 LOTS	1.564 Ha

bp

brasa pitt diamply ltd
1 alfred street, footscray, vic 3122
abn 8101

CALDER PARK DRIVE SHALL BE STAGE CONSTRUCTED BASICALLY IN ACCORDANCE WITH THIS PLAN

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Amended as to part
VOL 10253 FOL 231/232
U116318A 12 DEC 1995



Amended as to part
Vol 10184 FOL 925
U567547 24 JAN 1996



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Lot 407.

VICTORIAN LAND TITLES OFFICE

ATTENTION: CONTROL/ISSUE ORDER APPLIES - SEE BACK

Transfer of Land Containing a Covenant and/or Eas

Section 45 Transfer of Land Act 1958

OFFICE OF TITLES G.J.N. VICTORIA

211194 1253 45 54 T4241060

Lodged at the Land Titles Office by:

Name: Slater & Gordon

Phone:

Ref: TMK 948444 Customer Code 1585K

MADE AVAILABLE/TIMAGE CONTROL

IMAGED

Land Titles Office Use Only

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

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

Land *(Title)*

Volume 10192 Folio 529

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

Estate in fee simple

Consideration

$54,000.00

Transferor *(Full name)*

KEILOR GATEWAY ESTATE PTY LTD A.C.N. 007 089 303

Transferee *(Full name and address for future notices including postcode)*

TATJANA ZVER and STEVEN ZVER
both of 3 Odessa Avenue, Keilor Downs, 3038 as tenants in common in equal shares

TICES

Directing Party *(Full name)*

Creation and/or Reservation of Easement and/or Covenant

COVENANT

AND the said Transferees for themselves their heirs executors administrators and transferees the registered proprietor or proprietors for the time being of the lot hereby transferred and of every part thereof DO HEREBY as separate covenants COVENANT with the said KEILOR GATEWAY ESTATE PTY. LTD. its successors assigns and transferees and other the registered proprietor or proprietors for the time being of each and every lot comprised in the said Plan of Subdivision No. 311908L and every part or parts thereof (other than the lot hereby transferred) that they will not erect or cause to be erected or constructed on the lot hereby transferred:-

(a) for a period of eighteen (18) months from the date hereof whilst the said lot remains vacant any signboard or notice advertising the sale of the said lot or any other lot excepting signs advertising house and land packages;

(b) erect or cause to be erected or remain erected on the land hereby transferred or any part thereof any building having not less that eighty five percent (85%) of external walls of brick, brick veneer or stone (including any garage, carport or other building which fronts into any Street);

(see reverse)

Land Titles Office Use Only

T2

OFFICE OF TITLES 1995 VICTORIA

20 FEB

Licence No. 2926L

Trn 070754403 Cde 52 17/11/94
Ref F72 Amt $ 1,096.00
Stamp Duty, Victoria
066771313327457

$1096

Stamp Duty Use Only

Regn Asep.

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ORDER TO REGISTER

To the Registrar of Titles

Please register this dealing and upon completion issue the documents as follows :-

Signed.....

Firm's Name.....

Customer code.....

ATTENTION: CONTROL/ISSUE ORDER AFFECTS
CONTROL OF DEALING TO: N.A BK CODE No. 2008 CHANGE (?) Y/N
CONTROL OF CERTIFICATE(S) OF TITLE/DUPLICATE INSTRUMENTS:
10192 -529 TO — CODE No 2008
TO CODE No.
TO CODE No.
PRESENTED BY: N A D (PARTY ACCEPTING CONTROL)
RECEIVED and SYSTEM UPDATED BY DATE 14.2.95

Creation and/or Reservation of Easement and/or Covenant (continuation if necessary)

(c) not to construct or erect a fence across the frontage of any allotment and no fence shall be erected or constructed where:-

(i) a footpath is to be provided 5.5 metres from the front boundary;

(ii) where no footpath is to be provided 4.5 metres from the front boundary;

(d) or permit to remain constructed, unless the consent of the Council of the City of Keilor or other Responsible Authority under the Keilor Planning Scheme is obtained, any dwelling or appertaining building which has a set back from the boundaries less than the following:-

(i) where a footpath is to be constructed 5.5 metres from the front boundary;

(ii) where no footpath is to be constructed 4.5 metres from the front boundary.

Dated: 4/11/1994 DO NOT DATE

Execution and Attestation

THE COMMON SEAL of KEILOR GATEWAY ESTATE PTY. LTD. A.C.N. 007 089 303 was hereunto affixed in accordance with its Articles of Association in the presence of:

..... Director

..... Secretary

KEILOR GATEWAY ESTATE PTY. LTD. A.C.N. 007 089 303 THE COMMON SEAL OF

SIGNED by the Transferees)
)
in the presence of:)

Tatjana Dver

See Annexure Sheet marked.....

L 71 Available from Harston Partridge & Co. Pty. Ltd. (03) 428 1541

Imaged Document Cover Sheet

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Document Type	**Instrument**
Document Identification	**S024452W**
Number of Pages (excluding this cover sheet)	**16**
Document Assembled	**07/05/2024 10:30**

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Lodged By: PRICE BRENT
Code: 1413R
Ref: GRT/ac/40503

S024452W

Titles Office Use Only

VICTORIA

APPLICATION BY A RESPONSIBLE AUTHORITY under Section 181 Planning and Environment Act 1987 for ENTRY OF A MEMORANDUM OF AGREEMENT under Section 173 of the Act.

The Responsible Authority under the Planning Scheme having entered into an Agreement with the parties named for the land described requires that a memorandum of the Agreement be entered on the Certificate(s) of Title to the land referred to.

LAND (insert Certificate of Title Volume and Folio)

Certificates of Title Volume 9995 Folios 362, 363 and ~~364~~ (Certificates of Title Volume ~~9995 Folio 364 being subject to Plans of Subdivision lodged in the Land Titles Office on 28th May 1992~~ in Dealing Nos. ~~LP 222389U and PS 300329Q~~).
Volume 10080 Folios 040 - 061 (bi), Volume 10085 Folios 663 - 691 (bi) AND Volume 10086 Folio 924 & Volume 10150-512 - 540 (Bi)

ADDRESS OF THE LAND

Lots D, E and F Keilor-Melton Road, Sydenham.

RESPONSIBLE AUTHORITY (name and address)

THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF KEILOR.

PLANNING SCHEME

KEILOR PLANNING SCHEME.

AGREEMENT DATE 12TH JUNE 1992

AGREEMENT WITH (name and address)

KEILOR GATEWAY ESTATE PTY. LTD. of 356 Main Road West, St. Albans.

A copy of the Agreement is attached to this Application.

Signature for the Responsible Authority .....

Name of Officer ..... RICHARD BIEDLECKI

Date ..... 30 JUN 1992

16/2/93

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THE MAYOR COUNCILLORS AND CITIZENS OF
THE CITY OF KEILOR

- and -

KEILOR GATEWAY ESTATE PTY LTD

SECTION 173 AGREEMENT PURSUANT TO SECTION 173 PLANNING AND ENVIRONMENT ACT 1987

PRICE BRENT
Solicitors
500 Bourke Street
MELBOURNE VIC 3000

DX 427 MELBOURNE

Tel: 246 5000
Fax: 246 5111

Ref: GRT:SS 40503

A040611/GRT/SS

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THIS AGREEMENT is made the 12th day of JUNE 1992

B E T W E E N:

THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF KEILOR of Municipal Offices, Calder Highway, Keilor in the State of Victoria (hereinafter called the "Council")

of the first part

- and -

KEILOR GATEWAY ESTATE PTY LTD (ACN 007 089 303) whose registered office is situated at 356 Main Road West, St. Albans in the State of Victoria (hereinafter called the "Owner")

NOT CHARGEABLE WITH STAMP DUTY 16 JUL 1992 STATE REVENUE OFFICE VICTORIA

of the second part

W H E R E A S:

A. The Owner is and was at all relevant times the registered proprietor (or entitled to be so) and the Owner of the land constituted by the land in Certificates of Title Volume 9995 Folios 362, 363 and 364 situated at Keilor-Melton Road, Sydenham (hereinafter called the "Land"), Certificate of Title Volume 9995 Folio 364 being subject to Plans of Subdivision lodged in the Land Titles Office on 28th May 1992 in Dealing Nos. LP 222389U and PS 300329Q.

B. By Application No. P1339 under the Keilor Planning Scheme (hereinafter called the "Planning Scheme") application was made to the Council for a town planning permit in respect to the use and development of the land then in Crown Grant Volume 4418 Folio 581 (hereinafter called the "Original Land") by way of subdivision and the

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construction of and use for roads, services and detached houses on specified parts and lots.

C. The Council is the Responsible Authority under the Planning Scheme.

D. The Council (as Responsible Authority) on 17th October 1989 issued a permit for the subdivision of the Original Land and the erection and construction of buildings and works on and the use of the Original Land for the purpose of detached houses on Lots 1-74 (inclusive) and roads and services and parts a condition of which is that an Agreement of the type described in Section 173 of the Planning and Environment Act 1987 be entered into.

E. On 22nd March 1990 the Council issued permit No. P1622 (Stage 3) allowing part of the Original Land to be subdivided and to have detached houses erected on Lots 75-111 (inclusive) (or Dual Occupancy on specified lots), a condition of which permit was that an Agreement of the type described in Section 173 of the Planning & Environment Act 1987 be entered into.

F. On 26th April 1990 the Council issued permit No. P1622 (Stages 4A, 4B, 5 and 6) allowing part of the Original Land to be subdivided and to have detached houses erected on Lots 112-228 (inclusive) (or Dual Occupancy on specified lots), a condition of which permit was that an Agreement of the type described in Section 173 of the Planning & Environment Act 1987 be entered into.

G. The permits referred to in Recitals B, D, E and F are hereinafter referred to as the "Permit".

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H. The Land is part of the Original Land.

I. The parties enter into this Agreement:-

(a) to give effect to the condition in the Permit;

(b) to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect to the Land and the vicinity thereof; and

(c) amongst other things to formalise an understanding reached between the parties regarding the use and development of the Land.

J. Keilor Gateway Estate Pty Ltd was formerly known as Radar Craft Pty Ltd.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Without limiting the operation or effect which this Agreement otherwise has, the parties hereto acknowledge that this Agreement is made pursuant to the provisions of Section 173 of the Planning and Environment Act 1987.

2. This Agreement shall come into force immediately upon execution by both parties hereto and shall run with the Land.

3. (1) On any allotment created by a subdivision or consolidation of the Land or any part of it, no fence shall be erected or constructed either:

(a) across the frontage of the allotment; or

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(b) within the allotment and closer to the frontage than:

(i) 4.5 metres where no footpath exists or is to be provided in the road reserve abutting the allotment; or

(ii) 5.5 metres where such a footpath exists or is to be provided.

(2) On any allotment created by a subdivision or consolidation of the Land or any part of it, unless the consent of the Council is obtained no dwelling or appurtenant building shall be located closer to the frontage of such allotment than:

(a) 4.5 metres where no footpath exists or is to be provided in the road reserve abutting the allotment; or

(b) 5.5 metres where such a footpath exists or is to be provided.

4. (1) Where this Agreement makes reference to a legislative enactment or a provision in that enactment that reference shall be construed as a reference to that enactment or provision as amended, re-enacted or remade (with or without modification) from time to time or a corresponding future enactment or provision.

(2) Without affecting the generality of Sub-clause

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(1) hereof in this Agreement "Planning Scheme" includes any planning control in the form of or similar to a planning scheme and being a successor to the Keilor Planning Scheme.

5. (1) In the event of the Owner failing to pay any monies due under this Agreement within 14 days of demand on it by the Council to do so, the Owner shall pay to the Council interest from the relevant date until the date when such money is paid, such interest being:

(a) at the rate that is applicable from time to time for the purposes of Section 386 Local Government Act 1958;

(b) if there is no rate prescribed for the purposes of Section 386 Local Government Act 1958, then such rate from time to time as the Council may be authorized by legislation to fix for interest on unpaid rates and charges; or

(c) if paragraphs (a) and (b) are not applicable then at a rate of 2% higher than the rate from time to time fixed under Section 2 of the Penalty Interest Rates Act 1983.

(2) Any payments made pursuant to this Agreement shall be appropriated firstly towards the interest and thereafter towards the principal

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sum.

6. (1) For better securing compliance with this Agreement, for such time as this Agreement is not registered on the title to the Land the Owner hereby charges in favour of the Council all the Owner's estate and interest legal and equitable in the Land to the extent of the obligations imposed pursuant to this Agreement and to the amount of any monies which may be payable by the Owner to the Council under this Agreement. Save always that nothing in the foregoing shall prevent the Owner from mortgaging by way of registered mortgage or otherwise such Land or any part thereof for the purposes of raising funds to facilitate the development thereof.

(2) Without affecting any obligation at law, the Owner's obligations under this Agreement shall only cease when it has been terminated in accordance with the relevant legislation.

7. In the event of the Owner failing to comply with the provisions hereof, the Municipal Clerk of the Council may cause to be served on the Owner a notice in writing specifying the works, matters and things, (hereinafter called the "Remedial Works") in respect of which the Owner is in default and should such default continue for thirty days or such longer period as the Council allows (having regard to delays caused by circumstances beyond

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the control of the Owner and to which the Owner has not contributed) (hereinafter called the "Prescribed Period") after the service of such notice, the Council may by its officers, employees, agents and contractors enter upon the Land and cause such Remedial Works to be carried out. Any notice or demand served on the Owner pursuant to this Clause may set out the costs (as estimated by the City Engineer and stated in such notice) of carrying out such Remedial Works to remedy the default as aforesaid and in the event of the Owner not complying with such notice within the Prescribed Period the Municipal Clerk may cause to be served on the Owner a demand in writing for the amount of the cost estimated as aforesaid and the amount thereof shall be forthwith paid by the Owner to the Council. As soon as may be practicable after the completion of such Remedial Works, the Engineer shall certify the actual costs thereof to the Council and the difference between such actual costs and the estimated costs paid to the Council pursuant to this Clause shall be paid by the Owner to the Council or by the Council to the Owner as the case may require.

8. (1) For better securing compliance with this Agreement, the Owner :-

(a) hereby appoints the Council as its lawful attorney to do all things the Owner is capable of doing for the purposes of giving effect to this Agreement or necessary to give effect

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to any of the duties or obligations imposed on the Owner pursuant to this Agreement and hereby authorises the Council to do so and will ratify whatever the Council shall lawfully do or cause to be done by virtue of this Power of Attorney;

(b) shall forthwith on demand made on it by the Council pay the reasonable costs and expenses (including building costs) of and incidental to the Council exercising its powers pursuant to this Agreement; and

(c) hereby irrevocably licenses the Council and its officers, employees, agents and contractors to enter upon any part of the Land for the purposes of giving effect to this Agreement.

(2) The operation of Sub-clause (1) hereof shall be suspended until or unless there has been default for thirty days in compliance with Clause 3, 9, 11, 12, 15 or 16 hereof.

9. (1) The Council and the Owner shall do all things necessary (including signing any further agreement, acknowledgement or document) to enable the Council to enter a memorandum of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the

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Planning and Environment Act 1987.

(2) No plan of subdivision of or Instrument of Transfer of the Land or any part of it shall be lodged at the Land Titles Office for registration or approval prior to this Section 173 Agreement and a Section 181 Memorandum having been lodged by or on behalf of the Council and entered on the Certificate of Title to the Land.

10. The Owner warrants and covenants that:

(a) it is both the registered proprietor (or entitled to be so) and the beneficial owner of the Land;

(b) there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land and not disclosed by the usual searches;

(c) the Land or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in Section 42 of the Transfer of Land Act 1958; and

(d) it has not granted any option or entered into any Contract of Sale or Lease in regard to the Land or any part thereof which options, contract or lease is still subsisting except for contracts of sale or pre-sale commitments in relation to Lots 229-237 (inclusive), 239-242

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(inclusive), 245-249 (inclusive), 284-294 (inclusive), 296-299 (inclusive), 302-304 (inclusive), 307-310 (inclusive), and 314-317 (inclusive).

11. The Owner shall not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part thereof without first disclosing to its successors the existence and nature of this Agreement.

12. The Owner shall forthwith on demand pay to the Council the Council's costs and expenses (as between the Solicitor and own client) of and incidental to this Agreement and of any consequent thereon, relating thereto, pursuant thereto or in furtherance thereof (including, but without limiting the generality of the foregoing, anything done in anticipation of this Agreement and the enforcement of any obligations imposed on the Owner herein). To the extent that any of such costs and expenses constitute legal professional costs, the Council may have them assessed by the Law Institute of Victoria Costs Service and, in that event, the parties shall be bound by the amount of such assessment with any fee for obtaining such assessment being borne equally by the Owner and the Council.

13. Any notice hereunder may be served by delivering the same to the Owner at his address aforesaid or by putting the same into the post in a prepaid certified envelope addressed to the Owner at his address aforesaid and any notice posted shall be conclusively deemed to have been

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served at the expiration of 24 hours from the time of posting.

14. (1) Whenever herein appearing the word "Owner" (if the Owner holds the Land in a trust capacity) shall include the beneficiaries of the trust in relation to which it holds such Land. Where such trust relationship exists, the Owner in executing this Agreement does so intending to assume not only personal liability but also to bind the trust for which it acts as trustee.

(2) In this Agreement where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have, unless the contrary intention appears, corresponding meanings.

(3) Whenever herein appearing the word "Council" shall include its successors (including its successors as Responsible Authority for the town planning controls in which case any reference to the holder of an office with the Council shall be deemed to be a reference to such office of the successor Responsible Authority as that Responsible Authority may designate).

(4) Where the Owner is constituted by more than one person, any obligation imposed by this Agreement on the Owner shall be imposed on those persons jointly and severally.

15. (1) The expression "Owner" shall be deemed to

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include its successors, assigns and transferees and the obligations imposed upon and assumed by the Owner shall also be binding on its successors, transferees, purchasers, mortgagees, assigns and any person obtaining possession of the whole or part of the Land (hereinafter called the "Successors") as if each of those Successors had separately executed this Agreement in addition to Keilor Gateway Estate Pty Ltd.

(2) Without limiting the operation or effect which this Agreement has apart from this Sub-clause, the Owner shall ensure that its Successors;

(a) give effect to and do all acts and sign all documents as to require them to give effect to this Agreement; and

(b) execute under seal a Deed agreeing to be bound by the terms of this Agreement and thereupon this Agreement shall continue as if executed by such Successors as well as by the parties hereto and as if the Successors' names appeared in each place in which the name of the Owner appears and additional to the name of the Owner.

(3) The obligations imposed on the Owner by Sub-Clause (2) shall be suspended for such time as there appears a memorandum of this Agreement in

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the Register Book at the Office of the Registrar of Titles.

16. Each of the Council and the Owner shall respectively sign and execute all such further documents and deeds and do all acts and things as the other party shall reasonably require for completely effectuating this Agreement.

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

THE COMMON SEAL of THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF KEILOR was hereunto affixed in the presence of:-

..... Mayor

..... Councillor

..... Municipal Clerk

THE COMMON SEAL of KEILOR GATEWAY ESTATE PTY LTD (ACN 007 089 303) was hereunto affixed in accordance with its Articles of Association in the presence of:

..... Director

..... Secretary

KEILOR GATEWAY ESTATE PTY LTD A.C.N. 007 089 303 THE COMMON SEAL OF

A040611/GRT/SS

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Amended as to part
Vol 10253 Fol 231/232
U162184 12 DEC 1995



Amended as to part
Vol 10184 Fol 925
U567547 24 JAN 1996



Imaged Document Cover Sheet

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Document Type	**Plan**
Document Identification	**PS446631A**
Number of Pages (excluding this cover sheet)	**2**
Document Assembled	**07/05/2024 10:30**

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PLAN OF SUBDIVISION

STAGE NO. /

LTO use only
EDITION 1

Plan Number
PS 446631A

Location of Land

Parish: MARIBYRNONG

Township:

Section: B

Crown Allotment: 20 (PART)

Crown Portion:

LTO Base Record: DCMB

Title Reference: VOL. 10192 FOL. 529

Last Plan Reference: LOT 467 ON PS 311908

Postal Address: 19 DELBRIDGE DRIVE
(at time of subdivision) SYDENHAM 3038

AMG Co-ordinates (of approx. centre of land in plan) E 302 550 N 5 824 940 Zone: 55

Council Certification and Endorsement

Council Name: CITY OF BRIMBANK Ref: 501064

1. This plan is certified under section 6 of the Subdivision Act 1988.
2. ~~This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / ~~
3. ~~This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~

OPEN SPACE

(i) A requirement for public open space under section 18 of the Subdivision Act 1988 ~~has~~/has not been made.

~~(ii) The requirement has been satisfied.~~

~~(iii) The requirement is to be satisfied in Stage.~~.....

Council delegate
~~Council seal~~

Date 4 / 06 / 2001

Re-certified under section 11(7) of the Subdivision Act 1988

Council Delegate
Council Seal

Date / /

Vesting of Roads or Reserves

Identifier	Council/Body/Person
NIL	NIL

Notations

Staging This ~~is~~/is not a staged subdivision
Planning Permit No.

Depth Limitation DOES NOT APPLY

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS :-
MEDIAN :- ALL BOUNDARIES

Survey This plan is/~~is not~~ based on survey

This survey has been connected to permanent marks no(s)
In Proclaimed Survey Area No.

Easement Information

Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement or other Encumbrance
A - Appurtenant Easement R - Encumbering Easement (Road)

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO THE LAND HEREIN

Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE & SEWERAGE	2·50	PS 311908	ALL LOTS ON PS 311908
E-1	SEWERAGE	2·50	THIS PLAN	CITY WEST WATER LTD.

LTO use only

Statement of Compliance/ Exemption Statement

Received ☑

Date 31 / 8 / 01

LTO use only

PLAN REGISTERED

TIME 3.25 PM

DATE 5 / 9 / 01

Assistant Registrar of Titles

Sheet 1 of 2 Sheets

DI MASE BERRY & CO PTY LTD
140 SYDNEY ROAD, BRUNSWICK 3056
9387-7577

AMENDMENTS	DATE
E-1 IN FAVOUR OF CWW	1/5/01

LICENSED SURVEYOR (PRINT) GEOFFREY BERRY

SIGNATURE..... DATE / /

REF 8648 VERSION 2

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

T.O.1

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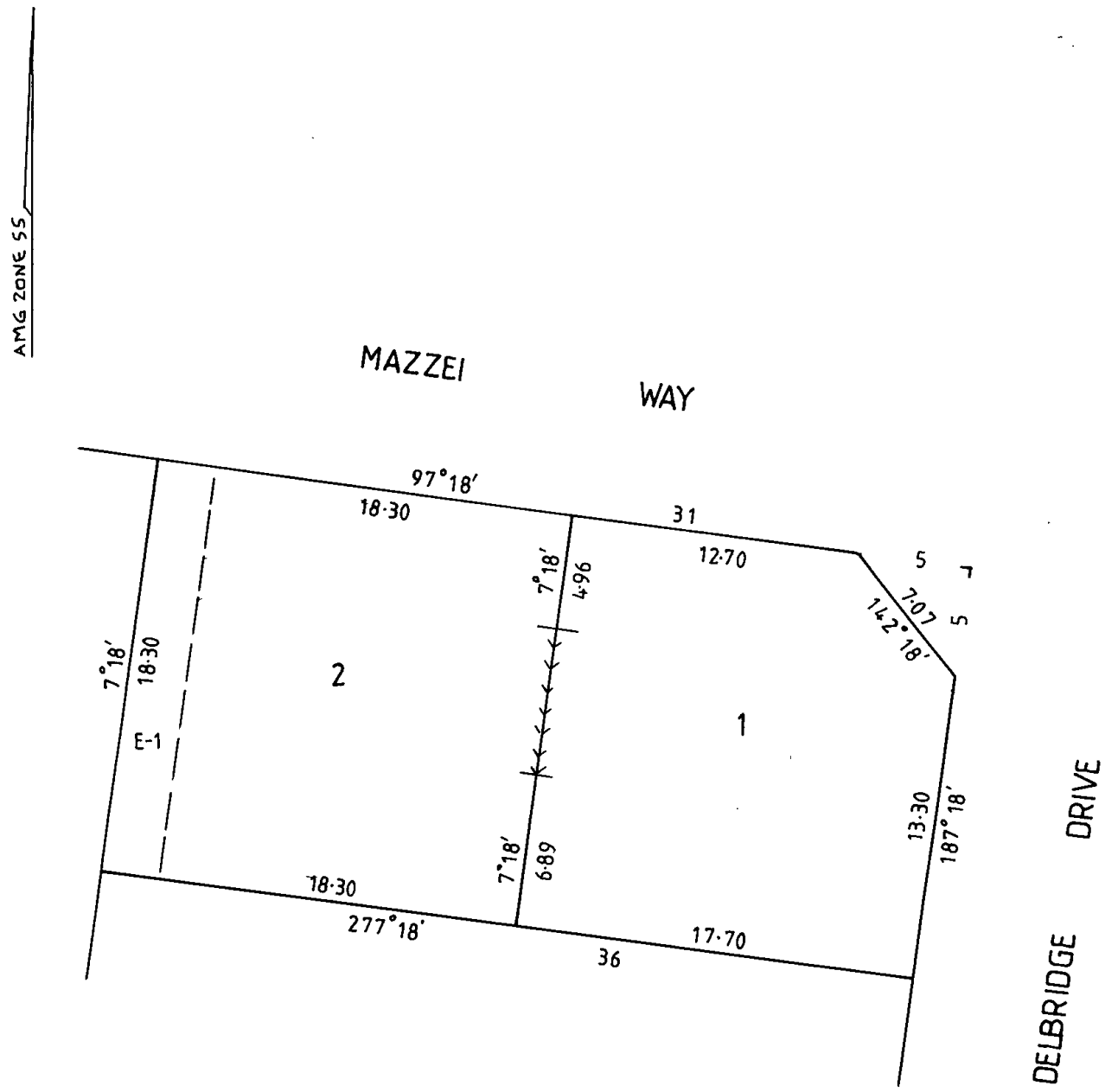
	PLAN OF SUBDIVISION	Stage No.	Plan Number PS446631A



ORIGINAL		SCALE	LICENSED SURVEYOR (PRINT) GEOFFREY BERRY	Sheet 2 of 2 sheets
SCALE 1:200	SHEET SIZE A3	2 0 4 8 LENGTHS ARE IN METRES	SIGNATURE..... DATE / /	DATE / /
			REF 8648 VERSION 2	COUNCIL DELEGATE SIGNATURE
				Original sheet size A3

T.O.2

Brimbank City Council
PO Box 70
SUNSHINE VIC 3020
ABN 35 915 117 478

2023-24 Valuation and Rate Notice
for the Period 01 July 2023 to 30 June 2024

Tax Invoice

Assessment No. 0806505

Date of Issue 22 Aug 2023

A TEJADA
UNIT 2
19 DELBRIDGE DRIVE
SYDENHAM VIC 3037

R0_470870

Rate Enquiries
Monday to Friday 8.45am - 5pm
Phone: 03 9249 4000
TTY: 03 9249 4999
Web: www.brimbank.vic.gov.au
Email: info@brimbank.vic.gov.au

Arrears Due Immediately Amount Payable	Due Date

Property Unit 2 19 DELBRIDGE DRIVE SYDENHAM VIC 3037
LOT 2 PLN 446631

AVPCC 120 : Single Strata Unit/Villa Unit/Townhouse

Valuations		Valuation Effective Date
Capital Improved Value	$480,000	1 January 2023
Site Value	$325,000	
Net Annual Value	$24,000	

Council Rates and Charges	Amount
Residential Flats/Units Rate 0.0017387 cents in the $ on CIV	$834.58
Municipal Charge	$81.75
140ltr Environmental Charge x 1	$361.03
140ltr Green Waste Charge x 1	$98.34
Public Amenities Cleansing Levy	$85.80
Annual Council Rates and Charges 2023/2024	**$1,461.50**
Fire Services Property Levy	
Fire Service Levy Residential Rate 0.000046 cents in the $ on CIV	$22.08
Fire Service Levy Residential Charge	$125.00
Balance of 2023 - 2024 Rates and Charges	**$1,608.58**

The Fire Service Property Levy is collected for the State Government. They do not form part of Council revenue.

Instalment 1 Amount Payable	Due Date
$402.58	30 Sep 2023

Instalment 2 Amount Payable	Due Date
$402.00	30 Nov 2023

Instalment 3 Amount Payable	Due Date
$402.00	29 Feb 2024

Instalment 4 Amount Payable	Due Date
$402.00	31 May 2024

Late payments will attract interest at 10%

Payments made on or after 10 August 2023 may not have been deducted from this account.

Payment options (More payment options overleaf). ***Please return this section if paying by mail.***

Online
Visit the Brimbank City Council website
www.brimbank.vic.gov.au
* additional charges may apply

To have your notices emailed
Register at **brimbank.enotices.com.au**
Reference No: **26A961C5BZ**

BPAY
Biller Code: 93948
Ref: 0000 0806 505
Contact your bank or financial institution to make this payment directly from your cheque, savings or credit account
More info: bpay.com.au

Post Billpay
Billpay Code: 0355
Ref: 806505
Pay in-store at Australia Post, by phone 13 18 16 or online at auspost.com.au/postbillpay

*355 806505

BPAY View - View and pay this bill using internet banking.
BPAY View Registration No.: 0000 0806 505

Arrears/Instalment Amount Payable
$402.58

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Reprinted Notices
To view and reprint your notices register at **brimbank.enotices.com.au**. You can extract a PDF copy at any time.

Payment Options / Interest Charges

Brimbank offers an instalment based payment of rates. You can apply for a payment plan with Council. It allows you to pay your outstanding rates and charges by making regular weekly, fortnightly, monthly or instalment payments.

Direct Debit

If you wish to pay your rates via direct debit you may complete an application form on Council's website or contact us directly to have an application posted to you.

Hardship

We invite any residents experiencing difficulties in paying your rates to contact Council to discuss a payment plan or rate waiver. To view our hardship policy or apply online go to www.brimbank.vic.gov.au

Pension Concession

Concession card holders may be eligible for a reduction of rates, dependant on the validity of their cards of up to $328.20.
Applications must be lodged on the prescribed form, which is available on Council's website or call Council directly to have a copy posted to you.

Special Rates and Charges

A review of a Council decision to impose a special rate or charge must be lodged with VCAT within 30 days of the issue date of this notice. Please call Council prior to lodging any appeal or objection to discuss your situation.

Payment Allocation

All payments received by Council will be allocated as follows:
1 Legal Costs owing (if any);
2 Interest owing (if any);
3 Arrears (if any);
4 All other Rates and Charges (evenly).

S180A LGA 1989 Notification & Penalties for Late Payment

Payment options are identified in this notice. Where you seek to pay your rates and /or charges by way of a payment plan, or you seek a deferral or a waiver of making payments of rates and/or charges, you must make application in writing directly to the Rates Department of Council. See: www.brimbank.vic.gov.au for the Rates Financial Hardship Policy. Amounts not paid by the due dates shown on this notice may be charged interest at ten (10%) per cent per annum from the due date of the total amount or the due date of each overdue instalment unless a payment plan is in place.

State Government Rates Cap Compliance Statement

Council has complied with the Victorian Government's rates cap of 3.5 per cent. The cap applies to the average annual increase of rates and charges.
The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:
(i) the valuation of your property relative to the valuation of other properties in the municipal district
(ii) the application of any differential rate by Council
(iii) the inclusion of other rates and charges not covered by the Victorian Government's rates cap.

Changing Personal Details

If your personal details have changed (name, address, contact details), please ensure to provide the changes in writing. Web forms are available at www.brimbank.vic.gov.au

How are property rates calculated

The formula for calculating the rates for an individual property is the property valuation (CIV) multiplied by the rate in the dollar (differential) set by the council. Striking a proper balance between these elements provides equity in the distribution of the rate burden across rate payers.

The importance of rates income as a funding source has been balanced with community sentiment towards rates increases and its capacity to pay.

Differential Rates

Differential rates are where councils set different rates in the dollar for different categories of rateable land.
Below is an indication of how your rates would reflect across councils rating/ differential zone:

Property CIV		$480,000.00
Residential	0.0017387	$834.58
Comm /Industrial	0.0036707	$1,761.94
Farm	0.0014861	$713.33
Resi Flats/Unit	0.0017387	$834.58
Resi Vacant Land	0.0036261	$1,740.53
Retirement Village	0.0016198	$777.50
Cultural and Rec Land	0.0018353	$880.94
Comm/Ind Vac Land	0.0059444	$2,853.31

Objections and Appeals

If you feel your property is incorrectly valued, please contact Council's Revenue team to discuss the matter.
If the response does not completely satisfy you, you can lodge an objection to the valuation.
Any formal objections must be lodged within 60 days of the date of issue of the Rate and Valuation Notice.
Late objections will not be accepted in accordance with government legislation.
https://ratingvaluationobjections.vic.gov.au

Payment options

Telephone
To pay using Visa or Master Card call:
1300 798 193
to pay via secure pay
13 18 16
to pay via Post Billpay

Direct Debit
Credit cards not accepted.
Applies to instalment option only.

To apply visit Brimbank City Council's webite www.brimbank.vic.gov.au

Centrepay
Call the Council to request a Centrepay deduction from your Centrelink payment.
Council Reference:
555054835K

By Mail
Brimbank City Council
PO Box 70 Sunshine 3020
Council will not be responsible for late postal deliveries

In Person
At Council's customer service centres

Sunshine
301 Hampshire Road,
Sunshine

Keilor
704B Old Calder Highway,
Keilor

Any questions?

Monday to Friday 8.45am - 5pm
Phone: 03 9249 4000
Fax: 03 9249 4351
TTY: 03 9249 4999
Web: www.brimbank.vic.gov.au

Brimbank Language Link

Interpreter **9209 0140**
Local call costs apply

BL

18/2/24 1311 pm

Greater Western Water

Receipt # 0497 0832 2720

My account number is

1236 6081 5129

Invoice No.	T654494516
Service Address	2/19 Delbridge Drive Sydenham Lot 2 Plan 446631
Issue Date	30 Jan 2024
Water Faults & Emergencies (24 hours)	13 44 99
Enquiries & Support (8.30am-5.00pm Mon-Fri) Credit Card Payments & Balances (24 hours)	13 44 99
Interpreter Service	(03) 9313 8989
General Mail	Locked Bag 350, Sunshine Vic 3020

Greater Western Water
ABN 70 066 902 467
gww.com.au

MR A TEJADA
2/19 DELBRIDGE DRIVE
SYDENHAM VIC 3037

PAID



Account summary

PREVIOUS BILL	$177.65
RECEIVED	$177.65
BALANCE	$0.00
YOUR USAGE	$7.09
NETWORK CHARGES	$118.99
OTHER CHARGES	$29.54
PLEASE PAY	$155.62

F-D-001504-0001/0002-1-000000-R-A001011149
30/01/24-09:23:51-CCSEML_240129200025A.PRO

Update your contact details

Your new online account **My GWW** launches soon.
To get ready for this change, make sure the details on your current account are up to date.

Visit **gww.com.au** to check your details are up to date.

Details of charges - Residential

Previous Bill

Previous Bill	$177.65

Payments Received

14/11/2023	-$177.65

BALANCE FORWARD $0.00

Usage Charges

Meter Number	Bill Days	Previous Reading	Current Reading	Consumption in Kilolitres	Rate $	Total $
MAF369218	88	3260	3262	2.00	(meter read date: 24/01/2024)	

Total Water Consumed

Usage Step 1 (29/10/2023 to 24/01/2024)	2.00	2.9499	$5.90
Total	**2.00**		**$5.90**

Sewage Disposal	1.51	0.7898	$1.19
Total			**$1.19**

TOTAL USAGE CHARGES $7.09

Network Charges

	Charge Period	Charge $
Water Network Charge	(01/01/2024 to 31/03/2024)	$51.60
Sewerage Network Charge	(01/01/2024 to 31/03/2024)	$67.39

TOTAL NETWORK CHARGES $118.99

Other Charges

		Charge $
Waterways & Drainage Charge	(01/01/2024 to 31/03/2024)	$29.54

TOTAL OTHER AUTHORITIES' CHARGES $29.54

FINAL TOTAL, PLEASE PAY THIS AMOUNT $155.62

Visit **gww.com.au** or call 13 44 99 for more details about these charges.

The right of Greater Western Water to proceed for recovery of outstanding charges is not prejudiced by the service of this notice

Need help paying your bill? Give us a call

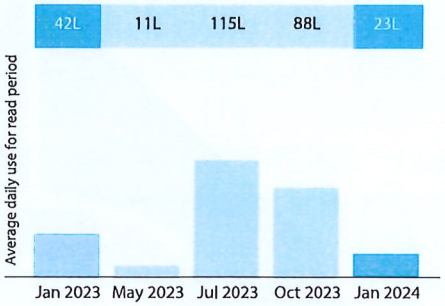
We have payment options to help you keep on top of your bills and manage during difficult times. Chat with us on **13 44 99**. We can also direct you to other services, so you can get the advice and support you need. Learn more at **gww.com.au**

Waterways and drainage charge

You'll notice a waterways and drainage charge on your bill. We collect this on behalf of Melbourne Water. The charge goes towards projects that keep our waterways healthy and help make Melbourne and surrounds a great place to live.
Learn more at **melbournewater.com.au/wwdc**

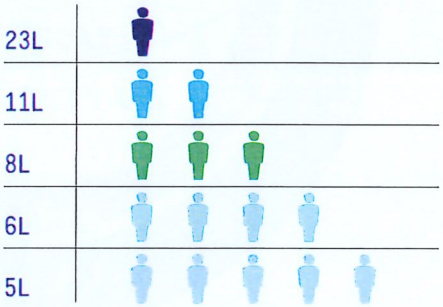
Is your household on Target 150?

Your average daily water cost for this bill is $0.07



Average daily use per person

To find out average daily use per person, refer to the line which indicates the number of people in your home.



CCSEML_2401292000254.PRO>BIL_vDEC23.10>30/01/24>09:23:51>-----

Service Address: 2/19 Delbridge Drive Sydenham

DATE PAID	AMOUNT PAID	RECEIPT NO	My account number is
			1236 6081 5129

Direct Debit:
Visit **gww.com.au** or call 13 44 99

Mail cheque: Post this slip with your cheque payable to:
Greater Western Water, GPO Box 1152, Melbourne Vic 3001

Credit Card:
Visit **gww.com.au** or call 13 44 99 to pay via Visa or Mastercard on our 24 hours credit card payment system

Payment Assistance
If you're finding it hard to pay your bill call our team on **13 44 99** to discuss your circumstances or visit **gww.com.au** to view our support options.

AMOUNT DUE
$155.62
PLEASE PAY BY
20 FEB 2024

BPAY Biller Code: 8789 Ref: 1236 6081 5129

Telephone and Internet Banking - BPAY®: Contact your bank or financial institution to pay via savings, debit, credit card or transaction account. More info at **bpay.com.au**

POST billpay Billpay Code: 0362 Ref: 1236 6081 5129

Post BillPay: Pay in person at any Post Office or agency, call 131 816 or visit **postbillpay.com.au**

*362 123660815129

+00123660815129> +009201+ <0654494516> <0000015562> +444+

PROPERTY REPORT

Energy, Environment and Climate Action

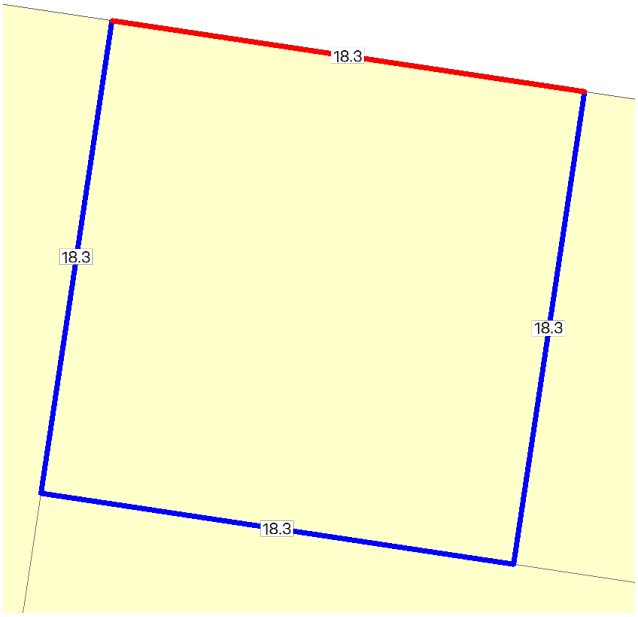
From www.land.vic.gov.au at 07 May 2024 10:28 AM

PROPERTY DETAILS

Address:	**2/19 DELBRIDGE DRIVE SYDENHAM 3037**
Lot and Plan Number:	**Lot 2 PS446631**
Standard Parcel Identifier (SPI):	**2\PS446631**
Local Government Area (Council):	**BRIMBANK** www.brimbank.vic.gov.au
Council Property Number:	**806505**
Directory Reference:	**Melway 13 B1**

SITE DIMENSIONS

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



Area: 335 sq. m
Perimeter: 73 m
For this property:
Site boundaries
Road frontages

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

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

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

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Greater Western Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**JEMENA**

STATE ELECTORATES

Legislative Council:	**WESTERN METROPOLITAN**
Legislative Assembly:	**SYDENHAM**

PLANNING INFORMATION

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

The Planning Property Report for this property can found here - Planning Property Report

Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 07 May 2024 10:28 AM

PROPERTY DETAILS

Address:	**2/19 DELBRIDGE DRIVE SYDENHAM 3037**
Lot and Plan Number:	**Lot 2 PS446631**
Standard Parcel Identifier (SPI):	**2\PS446631**
Local Government Area (Council):	**BRIMBANK** www.brimbank.vic.gov.au
Council Property Number:	**806505**
Planning Scheme:	**Brimbank** Planning Scheme - Brimbank
Directory Reference:	**Melway 13 B1**

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Greater Western Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**JEMENA**

STATE ELECTORATES

Legislative Council:	**WESTERN METROPOLITAN**
Legislative Assembly:	**SYDENHAM**

OTHER

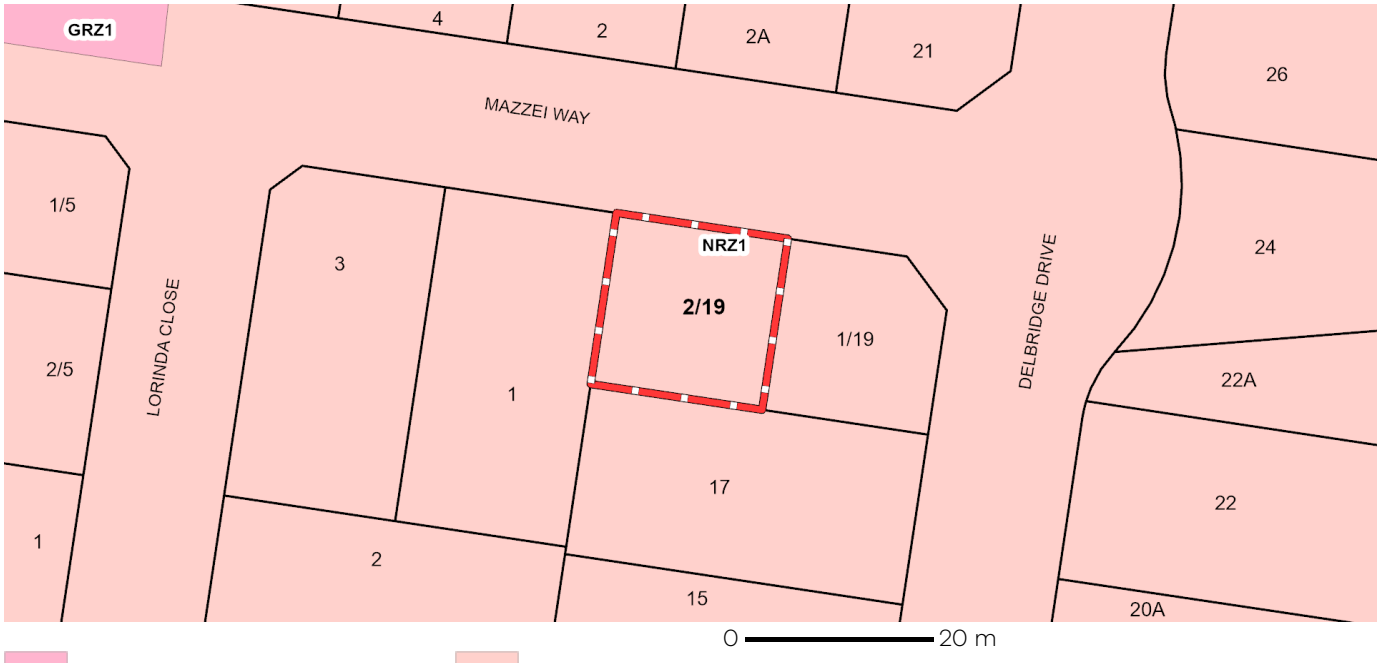
Registered Aboriginal Party:	**Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

View location in VicPlan

Planning Zones

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)

NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 (NRZ1)



GRZ - General Residential **NRZ - Neighbourhood Residential**

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

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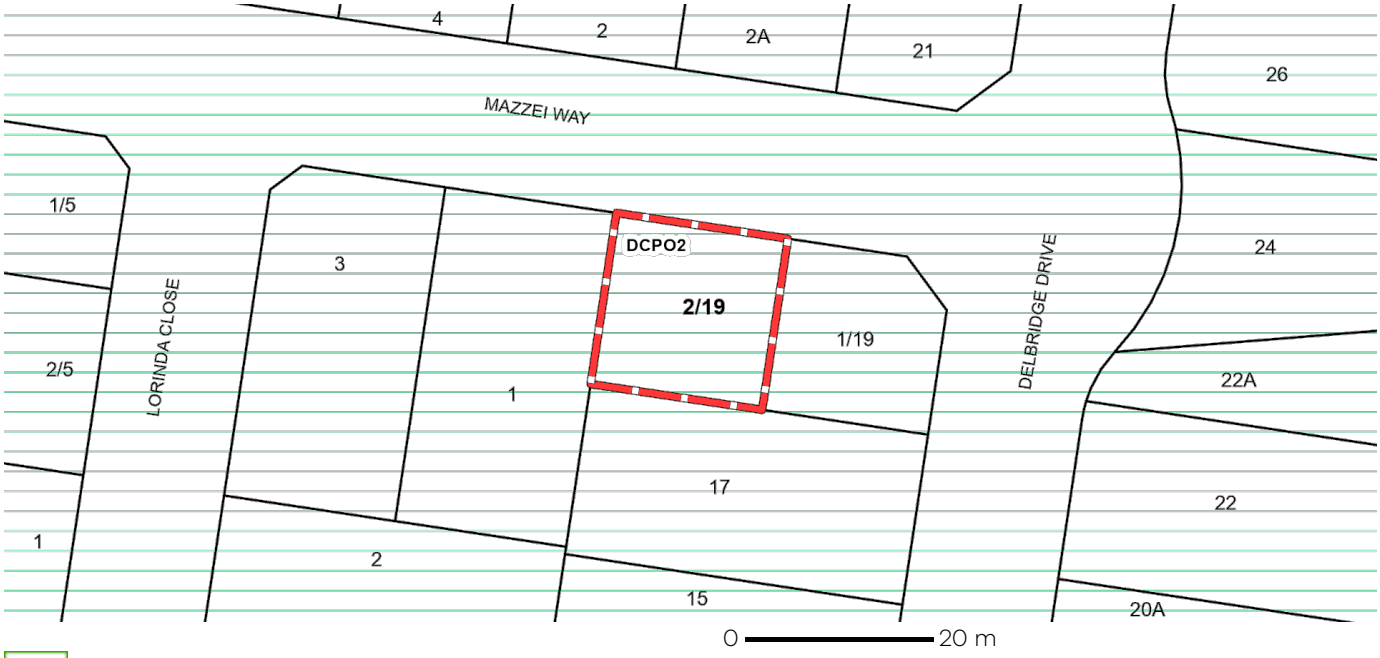
PLANNING PROPERTY REPORT

Planning Overlay

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



DCPO - Development Contributions Plan Overlay

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

Further Planning Information

Planning scheme data last updated on 7 December 2023.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.
This report provides information about the zone and overlay provisions that apply to the selected land.
Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting https://www.planning.vic.gov.au

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the ***Planning and Environment Act 1987.***
It does not include information about exhibited planning scheme amendments, or zonings that may abut the land.
To obtain a Planning Certificate go to Titles and Property Certificates at Landata - https://www.landata.vic.gov.au

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

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

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

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PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



Designated Bushfire Prone Areas

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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system https://nvim.delwp.vic.gov.au/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

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

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