### CONTRACT OF SALE OF REAL ESTATE

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#### Address:

#### 15 Risdon Chase, Wollert VIC 3750

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

The terms of this contract are contained in the:

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

- Particulars of sale; and
- Special conditions, if any; and
- General conditions.

In that order of priority.

#### **IMPORTANT NOTICE TO PURCHASERS**

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

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.

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

#### NOTICE TO PURCHASER OF PROPERTY 'OFF THE PLAN'

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

- You may negotiate with the vendor about the <u>amount of deposit moneys</u> payable under the contract of sale, up to 10% of the purchase price.
- A <u>substantial period of time</u> may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign this contract of sale and the day on which you become the registered proprietor.

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

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

The authority of a person signing:

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

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

SIGNED BY THE PURCHASER .....

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

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney")..... This offer will lapse unless accepted within [ ] clear business days (3 business days if none specified).

#### SIGNED BY THE VENDOR

Print name of person signing Kenneth John Smyth and Sheena Smyth

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

#### PARTICULARS OF SALE

	ENT	Harcourts Rata & Co	
		Tel: Ref:	Fax: Email: sold@rataandco.com.au,
newsales@rataandco.com	n.au		
VENDOR		Kenneth John Smyth of:	and Sheena Smyth
VENDOR'S CONVEYANO OR LEGAL PRACTITION			PERTY TRANSFERS PTY LTD Warren South VIC 3805 Fax: N/A Email: kate@nhpt.com.au
PURCHASER			
		of:	
PURCHASER'S CONVE			
OR LEGAL PRACTITION	IER	of:	
		Tel:	Fax:
		Ref:	Email:
PROPERTY ADDRESS			
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**GST** (General Condition 13)

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

#### SETTLEMENT

(General Condition 10) is due on ....../..../20.....

#### LOAN - NOT APPLICABLE AT AUCTION

(General Condition 14)

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

Lender: Loan amount: \$ Approval date:

#### SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

#### CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

#### TITLE

#### 1. Encumbrances

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

#### 2. Vendor warranties

- 2.1. The warranties in general conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries.
- 2.2. The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive

right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

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

#### 3. Identity of the land

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

#### 4. Services

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

#### 5. Consents

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

#### 6. Transfer

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

#### 7. Duties Online Settlement Statement

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

#### 8. Release of Security Interest

- 8.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 8.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 8.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must
  - (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
  - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 The vendor must ensure that at or before settlement, the purchaser receives -
  - (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the Personal Property Securities Act 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the Personal Property Securities Act 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

- Subject to general condition 8.6, the vendor is not obliged to ensure that the purchaser 8.5 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
  - that is sold in the ordinary course of the vendor's business of selling personal property of (b) that kind.
- 8.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 8.5 if
  - the personal property is of a kind that may or must be described by serial number in the (a) Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 8.11.
- 8.13 If settlement is delayed under general condition 8.12 the purchaser must pay the vendor
  - interest from the due date for settlement until the date on which settlement occurs (a) or 21 days after the vendor receives the advice, whichever is the earlier; and
  - any reasonable costs incurred by the vendor as a result of the delay -(b)
  - as though the purchaser was in default.
- 8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 8.14 applies despite general condition 8.1.
- 8.15 Words and phrases which are defined in the Personal Property Securities Act 2009 (Cth) have the same meaning in general condition 8 unless the context requires otherwise.

#### 9. Builder warranty insurance

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

#### 10. Settlement

10.1 At settlement:

- the purchaser must pay the balance; and (a)
- (b) the vendor must:

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

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

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

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

#### 11. Payment

- 11.1 The purchaser must pay the deposit:
  - (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
  - (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
  - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
  - (a) up to \$1,000 in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronically transferring the payment in the form of cleared funds.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment; and
- (e) any financial fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

#### 12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
  - (a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either—

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

(ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and

- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of S27 of the Sale of Land Act 1962 ("the Act") have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 12.4 Where the purchaser is deemed by Section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorization referred to in Section 27(1) of the Act, the purchaser is also deemed to have accepted title in the absence of any prior objection to title.

#### 13. GST

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

- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on:
  - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
  - (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
  - (a) 'GST Act' means A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
  - (b) 'GST' includes penalties and interest.

#### 14. Loan

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

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

#### 15. Adjustments

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

#### TRANSACTIONAL

#### 16. Time

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

#### 17. Service

- 17.1 Any document sent by -
  - (a) express post is taken to have been served on the next business day after posting, unless proven otherwise;
  - (b) registered post is taken to have been served on the fourth business day after posting, unless proven otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proven otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act* 2000.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
  - (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner.
  - (d) by email
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

#### 18. Nominee

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

#### 19. Liability of signatory

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of

the purchaser's obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

#### 20. Guarantee

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

#### 21. Notices

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

#### 22. Inspection

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

#### 23. Terms contract

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

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

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

#### 24. Loss or damage before settlement

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

#### 25. Breach

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

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

#### DEFAULT

#### 26. Interest

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

#### 27. Default notice

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

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

#### 28. Default not remedied

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
  - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
  - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

### **Special Conditions**

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

Instructions: It is recommended that when adding special conditions:

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

#### Special condition 1 – Payment

General condition 11 is replaced with the following:

- 11. PAYMENT
  - 11.1 The purchaser must pay the deposit:
    - (a) to the vendor's licensed estate agent; or
    - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
    - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
  - 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
    - (a) must not exceed 10% of the price; and
    - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision
  - 11.3 The purchaser must pay all money other than the deposit:
    - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
    - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
  - 11.4 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.
  - 11.5 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.
  - 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
  - 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
  - 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
  - 11.9 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.
  - 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force

#### Special condition 2 - Acceptance of title

General condition 12.4 is added:

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

#### Special condition 3 – Tax invoice

General condition 13.3 is replaced with the following:

- 13.3 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 13.1(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 – Adjustments

General condition 15.3 is added:

15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

#### Special condition 5 – Foreign resident capital gains withholding

General condition 15A is added:

#### 15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
- 15A.2 Every vendor under this contract is a foreign resident for the purposes of this special 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.
- 15A.3 This special condition only applies 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.
- 15A.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.
- 15A.5 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all 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.
- 15A.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 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.
- 15A.7 The representative is taken to have complied with the requirements in special condition 15A.6 if:
  - the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.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.
- 15A.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.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

#### Special condition 5A – GST withholding

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth)]

General condition 15B is added:

#### 15B. GST WITHHOLDING

- 15B.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.
- 15B.2 This general condition 15B applies if the purchaser is 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 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 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.
- 15B.4 The purchaser must:
  - 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.
- 15B.5 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.
- 15B.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:
  - (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.7 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 settlement system described in general
  - condition 15B.6. However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, 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.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration* Act 1953 (Cth) at least 14 days before the due date for settlement.
- 15B.9 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 of 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.

- 15B.10The 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.
- 15B.11The purchaser is responsible for any penalties or interest payable to the commissioner on account of nonpayment or late payment of the amount, except to the extent that:
  - (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
  - (b) the purchaser's 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 nonpayment or late payment of the amount if either exception applies.

15B.12This general condition will not merge on settlement.

#### Special condition 6 – Service

17.

General condition 17 is replaced with the following:

#### SERVICE

- 17.1 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.
- 17.2 A document being a cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyance or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:
  - (a) personally, or
  - (b) by pre-paid post, or
  - (c) in a manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 17.4 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.*
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

#### Special condition 7 – Notices

General condition 21 is replaced with the following:

#### 21. NOTICES

- 21.1 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.
- 21.2 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.
- 21.3 The purchaser may enter the property to comply with the responsibility where action is required before settlement.

#### Special condition 8 – Electronic conveyancing

8.1 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 ticked. This special condition 8 has priority over any other

provision to the extent of any inconsistency.

- 8.2 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.
- 8.3 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*.
- 8.4 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.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:
  - the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; 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.
- 8.7 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.

- 8.8 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.
- 8.9 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.

8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

#### Special condition 9 – Auction

The Property is offered for sale by Public Auction, subject to the Vendor's reserve price. The Rules for the conduct of the Auction shall be as set out in the schedules to the Sale of Land Regulations 2014 or any Rules prescribed by Regulation which modify or replace those Rules.

#### Special condition 10 – Disclosures

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

#### Special condition 11 – Identity of Land

An omission or mistake in the description, measurements or area of the land does not invalidate the sale and the purchaser cannot make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or require the vendor to amend title or pay any cost of amending title.

#### Special condition 12 – Purchaser's Acknowledgements

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

a) In its present condition and state of repair;

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

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

#### Special condition 13 - Adjustment of Land Tax and liability for Windfall Gains Tax

16.1 For the purposes of General Condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

16.2 General Conditional 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

#### Special condition 14 – Delayed 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 sale to this Contract (Due Date) or requests an extension to the Due Date, the Purchaser must pay to the Vendor's representative an amount of \$300 plus GST representing the Vendor's additional legal costs and disbursements.

#### **GUARANTEE and INDEMNITY**

I/We, ..... of and..... of

.....

being the Sole Director / Directors of ...... of 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	
SIGNED by the said	)
Print Name:	)
	Director (Sign)
in the presence of:	)
Witness:	)



ABN 73 613 951 312 PO BOX 4086 NARRE WARREN STH 3805 Phone: 0457 240 691

15 Risdon Chase, Wollert VIC 3750

(Property)

# **VENDOR STATEMENT**

Vendor: Kenneth John Smyth and Sheena Smyth

Email: kate@nhpt.com.au

New Horizon Property Transfers Pty Ltd – Licensee under the Conveyancers Act 2006- Licence No. 001143L Kate West – Licensee under the Conveyancers Act 2006- Licence No. 001142L Website: www.nhpt.com.au

# 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	15 RISDON CHASE, WOLLERT VIC 3750	
Vendor's name	Kenneth John Smyth	Date / /
Vendor's signature		
Vendor's name	Sheena Smyth	Date / /
Vendor's signature		
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date
Purchaser's signature		/ /

#### 1. FINANCIAL MATTERS

- 1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)
  - (a)  $\boxtimes$  Their total does not exceed:

\$3,500.00

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

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

(a)	The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b)	Is the land tax reform scheme land within the meaning of the CIPT Act?	□ YES ⊠NO
(c)	If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ⊠ 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.

 $\square$ 

#### 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.
- In the required specified information is as follows:
- (a) Name of planning scheme Whittlesea Planning Scheme
- (b) Name of responsible authority City of Whittlesea
- (c) Zoning of the land General Residential Zone (GRZ), General Residential Zone Schedule

1 (GRZ1)

 (d) Name of planning overlay
 Development Contributions Plan Overlay (DCPO), Development Contributions Plan Overlay - Schedule 10 (DCPO10), Development Plan Overlay (DPO), Development Plan Overlay - Schedule 21 (DPO21), Vegetation Protection Overlay (VPO), Vegetation Protection

Overlay - Schedule 2 (VPO2)

#### 4. NOTICES

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

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

Are as follows None to the Vendor's Knowledge

#### 4.2 Agricultural Chemicals

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

None to the Vendor's Knowledge

#### 4.3 Compulsory Acquisition

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

Not Applicable

#### 5.

#### **BUILDING PERMITS**

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

Not Applicable

#### 6. OWNERS CORPORATION

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

Not Applicable

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

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<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Are as follows: 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)

Register Search Statement Volume 11348 Folio 081 Plan of Subdivision 646739N including Covenant Section 173 Agreement Detailed Property Report Planning Report Council Rates Certificate Building Certificate Yarra Valley Water Information Statement Land Tax Clearance Certificate Planning Certificate Vic Roads Certificate

## 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 <u>Due diligence checklist page</u> 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.



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

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

Page 1 of 1

VOLUME 11348 FOLIO 081

Security no : 124116093968H Produced 25/06/2024 09:23 AM

#### LAND DESCRIPTION

Lot 2216 on Plan of Subdivision 646739N. PARENT TITLE Volume 11348 Folio 049 Created by instrument PS646739N 27/04/2012

#### REGISTERED PROPRIETOR

Estate Fee Simple Joint Proprietors KENNETH JOHN SMYTH SHEENA SMYTH both of 10 OAKRIDGE STREET DOREEN VIC 3754 AJ671070H 17/05/2012

#### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV359258B 22/02/2022 WESTPAC BANKING CORPORATION

COVENANT PS646739N 27/04/2012

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 AH113884U 23/03/2010

#### DIAGRAM LOCATION

SEE PS646739N FOR FURTHER DETAILS AND BOUNDARIES

#### ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 15 RISDON CHASE WOLLERT VIC 3750

#### ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION Effective from 22/02/2022

DOCUMENT END



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Document Type	Plan	
Document Identification	PS646739N	
Number of Pages (excluding this cover sheet)	6	
Document Assembled	25/06/2024 09:23	

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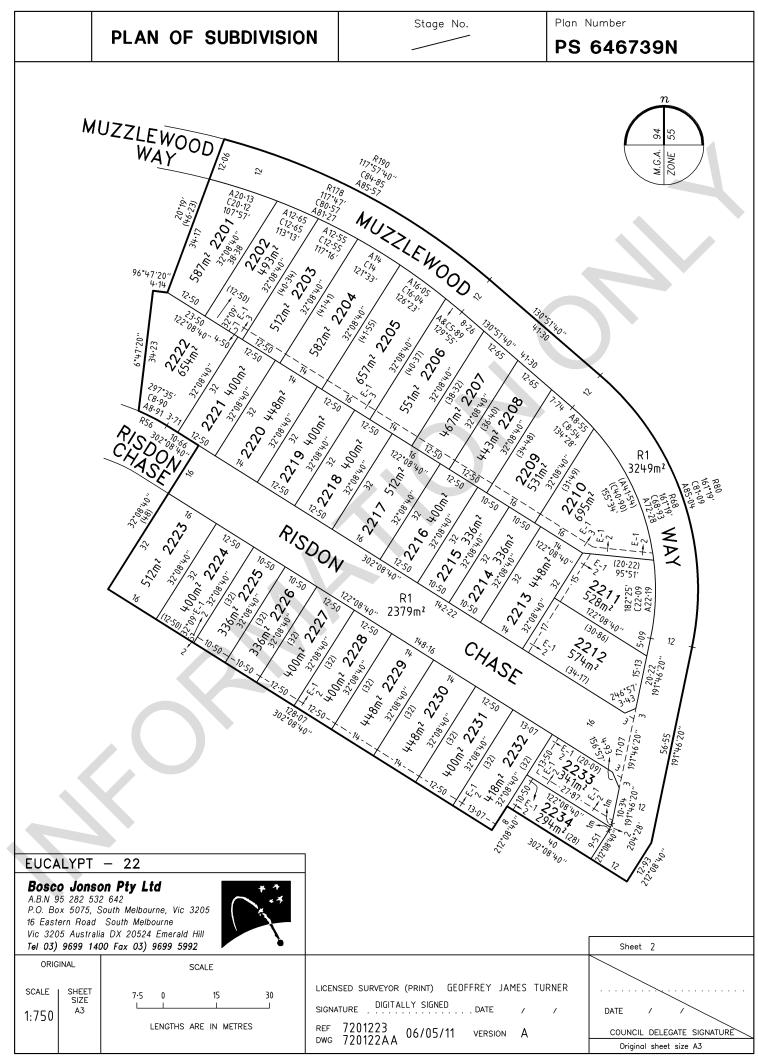
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Signed by Council: Whittlesea City Council, Council Ref: 607661, Original Certification: 17/06/2011, S.O.C.: 19/04/2012

	PLAN OF SU		N	Stage No.	LRS use only		Number
					EDITION 2	PS	646739N
Parish:	Location of Lo WOLLERT	and		Council Nam 1. This plan is	Council Certificatio e: WHITTLESEA CITY certified under section 6 of	COUNCIL	Ref:
Township:	-			2. This plan is Date of orig	sertified under section 11(7)	) of the S n 6	ubdivision Act 1988.
Section: Crown Allotn	11 nent: —						ection 21 of the Subdivision Act 1988.
Crown Portio		)		OPEN SPACE			
Title Referen	nce: VOL FO	L		has/has no	ent for public open space und t been made. nent has been satisfied.	ler sectior	18 of the Subdivision Act 1988
Last Plan Re	eference: LOT 22 ON PS	646738Q		(iii) The requirer Council Dele	nent is to be satisfied in Sto egate	ıge	
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(of approx. cen of land in plan	Itre N 5875200	Zone:	55	Council Dele Council Sea	-		
	sting of Roads and/o			Date	/ /		
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				LAND SUBDIVIDE	D – 2·132ha		
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					s been connected to perr d Survey Area No. —		IULKS 110(5/8, 27, 43
THIS IS A S	PLAR PLAN	Easement Ir	oformati	ion			
Legend:	E — Encumbering Easement, (	Condition in Crown	Grant in	A – Ar	purtenant Easement		_
	the Nature of an Easem	ent or Other Encur	nbrance	R – Er	cumbering Easement (Road)		LRS use only
Subject Land	Purpose	Width (metres)	Origin		Land Benefited/In Favour	Of	Statement of Compliance/
E-1 E-1	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	THIS PLAI THIS PLAI		WHITTLESEA CITY COUNCIL YARRA VALLEY WATER LIMIT	ED	Exemption Statement Received
							DATE: 23/04/2012
							LRS use only
							PLAN REGISTERED
							DATE: 27/04/2012
							TIME: 3:09 PM
							MARK SPENCE
							Assistant Registrar of Titles
							Shoet 1 of / -book
EUCALYPT	- 22						Sheet 1 of 4 sheets
34 LOTS							
Bosco Jo	onson Pty Ltd	$\sim$		ED SURVEYOR (PR			
P.O. Box 50	075, South Melbourne, Vic 3205 Road South Melbourne			JRE DIGITALLY			DATE / /
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	Stage No.	Plan Number
PLAN OF SUBDIVISION		PS 646739N

#### CREATION OF RESTRICTION 'A'

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

#### DESCRIPTION OF RESTRICTION

TABLE OF LAND BURDENED AND LAND BENEFITED

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
2213	2210, 2211, 2212, 2214
2214	2209, 2210, 2213, 2215
2215	2208, 2209, 2214, 2216
2216	2207, 2208, 2215, 2217
2217	2206, 2207, 2216, 2218
2218	2205, 2206, 2217, 2219
2219	2204, 2205, 2218, 2220
2220	2203, 2204, 2219, 2221
2221	2202, 2203, 2220, 2222
2222	2201, 2202, 2221
2223	2224
2224	2223, 2225
2225	2224, 2226
2226	2225, 2227
2227	2226, 2228
2228	2227, 2229
2229	2228, 2230
2230	2229, 2231
2231	2230, 2232
2232	2231, 2233, 2234

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN

- 1. SHALL NOT BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT ANY BUILDING OTHER THAN A BUILDING THAT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE ENDORSED MEMORANDUM OF COMMON PROVISIONS (MCP) REGISTERED IN DEALING NO AA1936
- 2. SHALL NOT MAKE AN APPLICATION TO AMEND A BUILDING ENVELOPE UNLESS THE AMENDMENT IS TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY AND ANY CRITERIA OR MATTERS THAT MUST BE CONSIDERED BY THE RESPONSIBLE AUTHORITY IN DECIDING ON AN AMENDMENT TO A BUILDING ENVELOPE.

THE BUILDING ENVELOPES SHALL CEASE TO HAVE EFFECT ON THE LOT CONTAINING THE ENVELOPE TEN YEARS AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THE LOT CONTAINING THE ENVELOPE.

3. SHALL NOT ERECT ANY BUILDINGS ON THE LOT UNLESS THE PLANS FOR SUCH BUILDINGS ARE ENDORSED BY STOCKLAND DEVELOPMENT PTY LTD PRIOR TO THE ISSUE OF THE BUILDING PERMIT.

THE REQUIREMENT FOR SUCH ENDORSEMENT SHALL CEASE TO HAVE EFFECT ON THE LOT ONE YEAR AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THAT LOT.

EUCALYPT	- 22		
16 Eastern Road Vic 3205 Australi	2 642 South Melbourne, Vic 3205		Sheet 3
ORIGINAL	SCALE		
SCALE SHEET SIZE A3	LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER SIGNATURE DIGITALLY SIGNED DATE / / REF 7201223 06/05/11 VERSION A DWG 720122AA	DATE / COUNCIL DELEGATE SIGNATURE Original sheet size A3

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Signed by Council: Whittlesea City Council, Council Ref: 607661, Original Certification: 17/06/2011, S.O.C.: 19/04/2012

### PLAN OF SUBDIVISION

Plan Number

Stage No.

PS 646739N

#### CREATION OF RESTRICTION 'B'

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

#### DESCRIPTION OF RESTRICTION

TABLE OF LAND BURDENED AND LAND BENEFITED

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
2201	2202, 2222
2202	2201, 2203, 2221, 2222
2203	2202, 2204, 2220, 2221
2204	2203, 2205, 2219, 2220
2205	2204, 2206, 2218, 2219
2206	2205, 2207, 2217, 2218
2207	2206, 2208, 2216, 2217
2208	2207, 2209, 2215, 2216
2209	2208, 2210, 2214, 2215
2210	2209, 2211, 2213
2211	2210, 2212, 2213
2212	2211, 2213
2233	2232, 2234
2234	2232, 2233

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN

- 1. SHALL NOT BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT ANY BUILDING OTHER THAN A BUILDING THAT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE ENDORSED MEMORANDUM OF COMMON PROVISIONS (MCP) REGISTERED IN DEALING NO AA1935
- 2. SHALL NOT MAKE AN APPLICATION TO AMEND A BUILDING ENVELOPE UNLESS THE AMENDMENT IS TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY AND ANY CRITERIA OR MATTERS THAT MUST BE CONSIDERED BY THE RESPONSIBLE AUTHORITY IN DECIDING ON AN AMENDMENT TO A BUILDING ENVELOPE.

THE BUILDING ENVELOPES SHALL CEASE TO HAVE EFFECT ON THE LOT CONTAINING THE ENVELOPE TEN YEARS AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THE LOT CONTAINING THE ENVELOPE.

3. SHALL NOT ERECT ANY BUILDINGS ON THE LOT UNLESS THE PLANS FOR SUCH BUILDINGS ARE ENDORSED BY STOCKLAND DEVELOPMENT PTY LTD PRIOR TO THE ISSUE OF THE BUILDING PERMIT.

THE REQUIREMENT FOR SUCH ENDORSEMENT SHALL CEASE TO HAVE EFFECT ON THE LOT ONE YEAR AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THAT LOT.

EUCALYPT	- 22		
16 Eastern Road	2 642 South Melbourne, Vic 3205		
Tel 03) 9699 140	00 Fax 03) 9699 5992		Sheet 4
ORIGINAL	SCALE		
SCALE   SHEET	0	licensed surveyor (print) GEOFFREY JAMES TURNER	
SIZE A3		SIGNATURE DIGITALLY SIGNED / /	DATE / /
	LENGTH'S ARE IN METRES	ref 7201223 06/05/11 version A dwg 720122AA	COUNCIL DELEGATE SIGNATURE Original sheet size A3
			Original sheet size AS



#### Plan of Subdivision PS646739N Certification by Council (Form 5)

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S013744S Plan Number: PS646739N Council Name: Whittlesea City Council Council Reference Number 1: 607661 Surveyor's Plan Version: A

#### Certification

This plan is certified under section 6 of the Subdivision Act 1988

#### Public Open Space

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

Has been made and the requirement has been satisfied

Digitally signed by Council Delegate:Bruce ManisonOrganisation:Whittlesea City CouncilDate:17/06/2011

## MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

# PLAN NUMBER

# PS646739N

#### WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
THIS PLAN		RECTIFICATION	AJ777770M	5/7/12	2	МАВ
	0					



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Document Type	Instrument
Document Identification	AH113884U
Number of Pages	11
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Application by a responsible authority for the making of a recording of an agreement Section 181 Planning and Environment Act 1987

Form 18

Lodged by:

Name: Phone: Address: Ref: Customer Code: MADDOCKS 9288 0555 Level 6, 140 William Street, Melbourne, Victoria, 3000 TGM:5403317 1167E

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

Land: Volume 10089 Folio 675 and 676

Authority: Whittlesea City Council of Municipal Offices, 25 Ferres Boulevard, South Morang, Victoria

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

A copy of the Agreement is attached to this Application

Signature for the Authority:

Name of officer:

Position held:

Date:

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DAVID TURNBUL	L
CEO	
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23/03/2010

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Date	1	/2010

Maddocks

Lawyers 140 William Street Melbourne Victoria 3000 Australia Telephone 61 3 9288 0555



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

Subject Land:

Epping North East Local Structure Plan Area 30 Harvest Home Road, Epping

Purpose:

Fixing of land values

Whittlesea City Council

and

Stockland Development Pty Ltd ACN 000 064 835

# AH113884U 23/03/2010 \$102.90 173

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	<ul><li>4.1 Notice and Registration</li><li>4.2 Further actions</li></ul>		
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<b>DATE</b> / /20	10	AH113884
Dated /	/	23/03/2010 \$102.90
Parties		
Name	WHITTLESEA CITY COUNCIL	
Address	of Municipal Offices	
Short name	Council	
Name	STOCKLAND DEVELOPMENT PTY LTD A	CN 000 064 835
, Address	Level 7, 452 Flinders Street, Melbourne, Vic	toria
Short name	Owner	

### Background

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. Council was the Planning Authority for the purposes of Amendment C81 to the Planning Scheme. Amendment C81 rezoned the Subject Land for urban purposes and introduces a Development Contributions Plan into the Planning Scheme and also incorporated the Epping North East Local Structure Plan into the Planning Scheme.
- C. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- D. Under the Epping North East Local Structure Plan, part of the Subject Land is required for the purpose of the provision of infrastructure to service the area to which the Epping North east Local Structure Plan applies. The Epping North East Development Contributions Plan assumes a certain value for land required for the Infrastructure Projects set out in the Epping North East Development Contributions Plan.
  - Council and the Owner have agreed to fix the value of land for the purpose of:
    - E.1 ascertaining the amount of compensation to be paid to the Owner when that part of the Subject Land which is required for an Infrastructure Project is transferred to Council or any other relevant authority; and
    - E.2 calculating the amount of any public open space contribution payable by the Owner to Council under the Planning Scheme.

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Maddocks

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—As at the date of this Agreement, the Subject Land is encumbered by Mortgage No.-—AF473799Q in favour of the Mortgagee. The Mortgagee has consented to the Ownerentering into this Agreement with respect to the Subject Land,...

G. The parties enter into this Agreement to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

#### THE PARTIES AGREE



#### 1. Definitions

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

Act means the Planning and Environment Act 1987.

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

**CPI** means the annual Consumer Price Index (All Groups) Melbourne as published by the Australian Bureau of Statistics.

**Developable Land** has the same meaning as in the Epping North East Development Contributions Plan.

**Epping North East Development Contributions Plan** means the Epping North East Development Contributions Plan which is incorporated into the Planning Scheme.

Infrastructure Land means any land required for an Infrastructure Project.

**Infrastructure Project** means an infrastructure project as identified in the Epping North East Development Contributions Plan.

Land Value means the amount specified in clause 3.2 of this Agreement as adjusted by the index specified in clause 3.3 of this Agreement.

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

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

party or parties means the Owner and Council under this Agreement as appropriate.

**Plan of Subdivision** means a plan of subdivision of the Developable Land which is not a procedural plan but a plan that upon registration creates an additional lot which can be disposed of separately or can be re-subdivided.

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

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

AH113884l

23/03/2010 \$102.90

**Subject Land** means being the land comprised in Certificates of Title Volume 10089 Folio 675 and 676 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

#### 2. Interpretation

Delivered by LANDATA®, timestamp

In this Agreement unless the context admits otherwise:

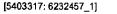
- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.
- 3. Specific obligations of the owner

Council and the Owner acknowledge and agree that:

#### Compensation payable by Council to the Owner

- subject to this Agreement and notwithstanding:
  - 3.1.1 any other method specified in any other legislation or regulation for determining the amount of compensation which is to be paid for land acquired by an acquiring authority; and
  - 3.1.2 any other provision in any other legislation or regulation concerning the amount of compensation payable to a person for any loss associated with the requiring or identification of land for a public purpose -

for the purpose of determining the amount of compensation payable to the Owner in respect of the Infrastructure Land or the effect of the Planning Scheme on the Subject Land, the value of the Infrastructure Land is limited and fixed at the Land Value as adjusted by clause 3.3 of this Agreement;



3.1

- 3.2 for the purpose of this Agreement, the Land Value of the Subject Land is fixed at the rate of \$500,000 per hectare on a pro rata basis; .
- 3.3 the Land Value will be adjusted upwards on 1 July each year after the execution of this Agreement by an amount determined by multiplying the Land Value by the CPI in the previous 12 month period;
- 3.4 unless an alternative time is agreed between the parties in writing, the Land Value is payable to the Owner within 28 days of the Infrastructure Land being either transferred to Council or any other road authority or vested in Council or any other road authority as evidenced by the registration of a Plan of Subdivision by the Registrar of Titles;
- 3.5 the provisions of this Agreement in relation to the Land Value are intended to fix the market value and replace any other measure or category of compensation payable to the Owner under the Land Acquisition and Compensation Act 1987, the Act or any other legislation or regulation;
- 3.6 no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the <u>Land Acquisition Compensation Act</u> 1987; and
- 3.7 Council will use the Infrastructure Land for the purposes of the Infrastructure Project to which it relates.

Valuation of Land for purposes of calculating the Public Open Space Contribution

3.8 where the Owner is liable to pay a public open space contribution to Council under the Planning Scheme or any document incorporated into the Planning Scheme, the valuation of the land for the purposes of calculating the amount payable is to be fixed at the Land Value specified in clause 3.2 of this Agreement as adjusted by clause 3.3 of this Agreement.

#### 4. Further obligations of the owner

#### 4.1 Notice and Registration

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

#### 4.2 Further actions

The Owner further covenants and agrees that:

- 4.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.



#### 5. Further obligations of council

Council acknowledges and agrees that Council will pay the Owner's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement.

#### 6. Agreement under section 173 of the act

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

#### 7. Owner's warranties

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

#### 8. Successors in title

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

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

#### 9. General matters

#### 9.1 Notices

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

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



#### 9.2 Service of Notice

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A notice or other communication is deemed served:

- 9.2.1 if delivered, on the next following business day;
- 9.2.2 if posted, on the expiration of 2 business days after the date of posting; or
- 9.2.3 if sent by facsimile, when the sending party receives a confirmation of transmission except that where this occurs after 4 pm, the service is deemed to have been effected on the next following business day.

#### 9.3 No Waiver

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

#### 9.4 Severability

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

#### 9.5 No Fettering of Council's Powers

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

#### 10. GST

- 10.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act* 1999 have the same meaning as their definition in that Act.
- 10.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 10.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 10.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 10.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 10.3.



#### **11.** Commencement of agreement

Page 10 of 11

This Agreement commences on the execution of this Agreement by both parties.

#### 12. Ending of agreement

25/06/2024 09:23

- 12.1 This Agreement ends when the obligations of Council to pay the Owner in respect of any Infrastructure Land being part of the Subject Land have been fully and finally satisfied under this Agreement and any other Act or Regulation as evidenced by a letter signed by the Owner to that effect.
- 12.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.
- 12.3 If prepared and sought by the Owner, Council will execute and hand back to the Owner an application under section 183(2) of the Act to cancel the recording of this Agreement as against any land which is subdivided so as to be finally used for the purpose of a dwelling provided the land is not Infrastructure Land.

AH113884U 23/03/2010 \$102.90 173

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

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

. . . . .

**Chief Executive Officer** 

Councillor

)

Executed by STOCKLAND DEVELOPMENT PTY LTD ACN 000 064 835 by its Attorney

Power of Attorney dated  $\Im$  (+ ( $\Im$ ) in the presence of:

Witness

CHRIS WILKINS

Full name of Witness

Mortgagee's Consent-

Bendige Bank Ltd as Mortgagee of registered mortgage Ne. AF473709Q consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee in possession, agrees to be bound by the covenants and conditions of this Agreement.



Π

### **PROPERTY REPORT**

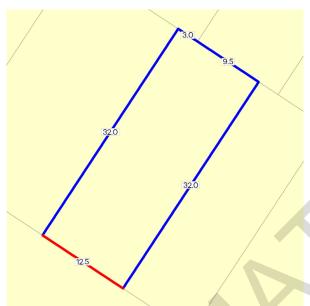


#### **PROPERTY DETAILS**

Address:	15 RISDON CHASE WOLLERT 3750	
Lot and Plan Number:	Lot 2216 PS646739	
Standard Parcel Identifier (SPI):	2216\PS646739	
Local Government Area (Council):	WHITTLESEA	<u>www.whittlesea.vic.gov.au</u>
Council Property Number:	831792	
Directory Reference:	Melway 182 E1	

#### SITE DIMENSIONS

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



#### Area: 400 sq. m Perimeter: 89 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<u>Title and Property</u> Certificates

#### UTILITIES

Rural Water Corporation:

Melbourne Water Retailer: Melbourne Water:

Power Distributor:

Southern Rural Water **Yarra Valley Water** Inside drainage boundary AUSNET

#### **STATE ELECTORATES**

Legislative Council:

Legislative Assembly: MILL PARK

NORTH-EASTERN METROPOLITAN

#### 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**







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#### **PROPERTY DETAILS**

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Standard Parcel Identifier (SPI):	2216\PS646739		
Local Government Area (Council):	WHITTLESEA		www.whittlesea.vic.gov.au
Council Property Number:	831792		
Planning Scheme:	Whittlesea		<u> Planning Scheme - Whittlesea</u>
Directory Reference:	Melway 182 E1		
UTILITIES		STATE ELECTORATES	
Rural Water Corporation: Southe	ern Rural Water	Legislative Council:	NORTH-EASTERN METROPOLITAN

Melbourne Water Retailer: Yarra Valley Water Melbourne Water: Power Distributor:

Inside drainage boundary AUSNET

Legislative Assembly:

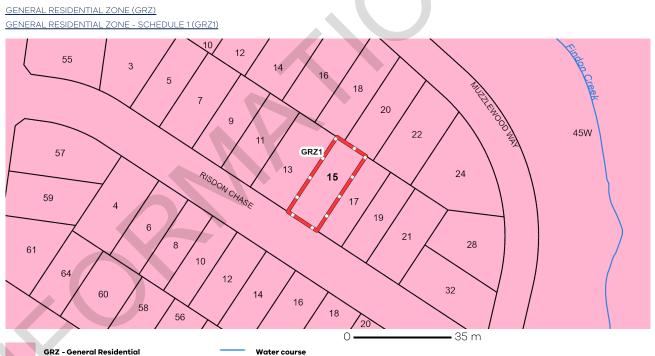
MILL PARK

#### OTHER

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

#### View location in VicPlan

#### **Planning Zones**



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

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#### **Planning Overlays**



DPO - Development Plan Overlay

Water course

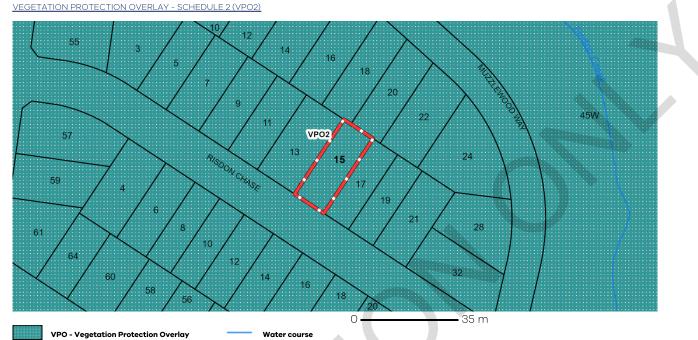
#### Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

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#### Planning Overlays

VEGETATION PROTECTION OVERLAY (VPO)



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

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#### Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

For further information about whether a Cultural Heritage Management Plan is required go to http://www.aav.nrms.net.au/aavQuestion1.aspx

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



Aboriginal Cultural Heritage

Water course

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#### **Further Planning Information**

Planning scheme data last updated on 20 June 2024.

A planning scheme sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme 🥒 that may affect the use of this land can be obtained by contacting the local council or by visiting <u>https://www.planning.vic.gov.au</u>

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 <u>https://www.planning.vic.gov.au</u>

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#### **Designated Bushfire Prone Areas**

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

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

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



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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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 <u>NatureKit (environment.vic.gov.au)</u>

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**Date of issue** 30/07/2024

Assessment No. 831792

Certificate No. 163163

**Your reference** 73696760-017-4

Landata GPO Box 527 MELBOURNE VIC 3001

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

Property location: 15 Risdon Chase WOLLERT 3750 Description: LOT: 2216 PS: 646739N AVPCC: 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$700,000	\$390,000	\$35,000

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

#### 1. Rates, charges and other monies:

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

#### Rates & charges

General rate levied on 01/07/2024	\$1,639.25
Food/Green waste bin charge levied on 01/07/2024	\$105.15
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$60.90
Waste Service Charge (Res/Rural) levied on 01/07/2024	\$205.70
Waste Landfill Levy Res/Rural levied on 01/07/2024	\$14.20
Arrears to 30/06/2024	\$0.00
Interest to 30/07/2024	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00
Balance of rates & charges due:	

**Property debts** 

Other debtor amounts

#### Special rates & charges

nil

#### Total rates, charges and other monies due

\$2,157.20

\$2,157.20

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

Council Offices 25 Ferres Boulevard, South Morang VIC 3752 Mail to: Locked Bag 1, Bundoora MDC VIC 3083

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

Email: info@whittlesea.vic.gov.au

ABN 72 431 091 058

whittlesea.vic.gov.au

131 450

Free telephone interpreter service

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

There is no potential liability for rates under the Cultural and Recreational Lands Act 1963. There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

#### 3. Notices and orders:

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

No Orders applicable.

#### 4. Specified flood level:

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

#### 5. Special notes:

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

#### Interest penalty on late payments

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

#### 6. Other information:

Authorising Officer

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

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

#### Payment can be made using these options.

www.whittlesea.vic.gov.au Ref 831792

Phone 1300 301 185 Ref 831792



Biller Code 5157 Ref 831792



Enquiries: Building and Planning Administration 9217 2170 Buildplan@whittlesea.vic.gov.au

Your Ref: 73696760-019-8

6 August 2024

Landata

#### BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION 15 (Lot 2216) Risdon Chase, Wollert

Further to your application for property information for the above address I write to advise the following:

Regulation 51 1 (a)*				
Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued	

In the last 10 years no building permits were issued.

#### Regulation 51 1 (b) (c)

Details of any current statement issued under Regulation 64(1) or	Not Applicable
231(2) of these Regulations	
Details of any current notice or order issued by the relevant building	Νο
surveyor under the Act	
(Please consult with Owner for copy of Building Notice where applicabl	e)

This information relates only to the structures itemised. It does not mean that there are no illegal or nocomplying structures to be found on this allotment. Prospective owners are advised accordingly. Information older than ten (10) years, or details of building inspection approval dates, may be obtained from Council if necessary for an additional fee. Please contact Building and Planning Department on 9217 2170 if you wish to take advantage of this service. Council is not responsible for the validity or accuracy of any information provided by private building surveying firms as may be noted above. Please contact any private permit provider as noted accordingly (where applicable) to address any concerns you may have.

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

Yours sincerely

BUILDING & PLANNING CITY OF WHITTLESEA

**Council Offices** 25 Ferres Boulevard South Morang VIC 3752

Locked Bag 1 Bundoora MDC VIC 3083

ABN 72 431 091 058

 Tel
 03 9217 2170

 Fax
 03 9217 2111

 TTY
 133 677 (ask for 9217 2170)

Email info@whittlesea.vic.gov.au

www.whittlesea.vic.gov.au

Sigis Free	e Telephon	e Interpret	er Service
عربي	9679 9871	Hrvatski	9679 9872
廣東話	9679 9857	Ελληνικά	9679 9873
Italiano	9679 9874	Türkçe	9679 9877
Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879



Lucknow Street Mitcham Victoria 3132

Private Bag 1 Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

25th June 2024

Kate West C/- LANDATA LANDATA

Dear Kate West C/- LANDATA,

#### **RE: Application for Water Information Statement**

Property Address:	15 RISDON CHASE WOLLERT 3750
Applicant	Kate West C/- LANDATA
	LANDATA
Information Statement	30860692
Conveyancing Account Number	7959580000
Your Reference	Smyth s 15RISDON

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

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

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

Yours sincerely,

AU

Lisa Anelli GENERAL MANAGER RETAIL SERVICES



Lucknow Street Mitcham Victoria 3132

Private Bag 1 Mitcham Victoria 3132

DX 13204

yvw.com.au

F (03)98721353 E enquiry@yvw.com.au

#### Yarra Valley Water Property Information Statement

Property Address	15 RISDON CHASE WOLLERT 3750	

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

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

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

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

2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.



Lucknow Street Mitcham Victoria 3132

Private Bag 1 Mitcham Victoria 3132

DX 13204 F (03) 9872 1353

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

#### Melbourne Water Property Information Statement

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

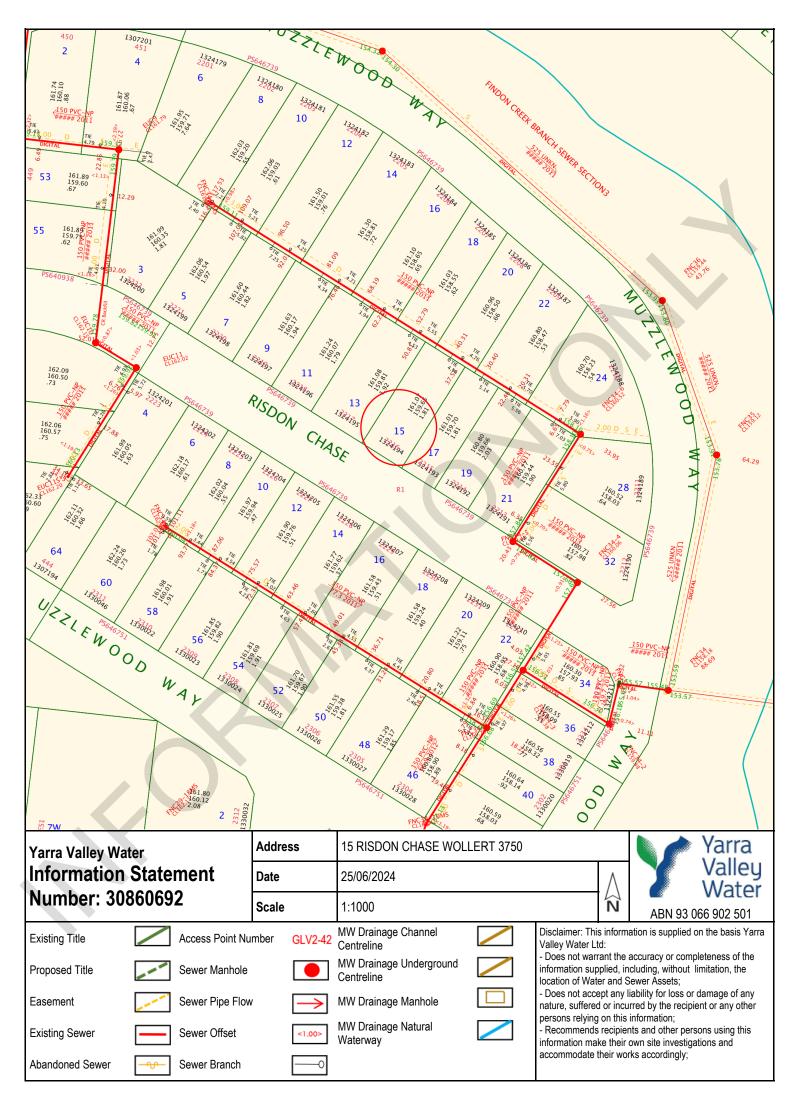
Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

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

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

2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

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





Lucknow Street Mitcham Victoria 3132

Private Bag 1 Mitcham Victoria 3132

DX 13204 F (03) 9872 1353

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

Kate West C/- LANDATA LANDATA certificates@landata.vic.gov.au

#### **RATES CERTIFICATE**

#### Account No: 8419315557 Rate Certificate No: 30860692

With reference to your request for details regarding:

Property Address	Lot & Plan	<b>Property Number</b>	Property Type
15 RISDON CH, WOLLERT VIC 3750	2216\PS646739	5043962	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2024 to 30-06-2024	\$20.03	\$0.00
Residential Sewer Service Charge	01-04-2024 to 30-06-2024	\$114.47	\$0.00
Parks Fee *	01-04-2024 to 30-06-2024	\$21.10	\$0.00
Drainage Fee	01-04-2024 to 30-06-2024	\$29.38	\$0.00
Usage Charges are currently	billed to a tenant under the Resident	ial Tenancy Act	t
Other Charges:			
Interest No in	terest applicable at this time		
No further o	charges applicable to this property		
	Balance Brou	ght Forward	\$0.00
	Total for T	his Property	\$0.00

\* Please note, from 1 July 2023 the Parks fee will be charged quarterly instead of annually.

GENERAL MANAGER RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.

## 2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection

Date of Issue: 25/06/2024 Your Ref: Smyth s 15RISDON activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
 9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

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

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

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

#### Recycled water is available at this property

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



Lucknow Street Mitcham Victoria 3132

Private Bag 1 Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 5043962

Address: 15 RISDON CH, WOLLERT VIC 3750

Water Information Statement Number: 30860692

HOW TO PAY				
B PAY Bill Ref	er Code: 314567 : 84193155578			
Amount Paid		Date Paid	Receipt Number	
	27			

**Property Clearance Certificate** Land Tax



KATE WEST				Your Refere	ence: LD:736967	760-013-6.SMYTH W
				Certificate I	No: 79210860	
				Issue Date:	29 JUL 20	24
				Enquiries:	ESYSPRO	D
Land Address:	15 RISDON CHASE	WOLLERT VIC	C 3750			
Land Id	Lot	Plan	Volume	Folio		Tax Payable
39752602	2216	646739	11348	81		\$1,623.53
Vendor: Purchaser:	SHEENA SMYTH & K UNKNOWN UNKNOV		YTH			
Current Land Tax	1	Year	Taxable Value P	Proportional Tax	Penalty/Interest	Total
MR KENNETH JC	OHN SMYTH	2024	\$400,000	\$1,623.53	\$0.00	\$1,623.53
Comments: La	nd Tax will be payable	but is not yet	due - please see n	otes on reverse.		
Current Vacant R	esidential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
Comments:						
Arrears of Land 1		Year	Ĩ	Proportional Tax	Penalty/Interest	Total
This certificate is a	subject to the notes tha icant should read these	t appear on th	1e Illy			
	icant should lead tilest	FINCES CALEIU	CAPIT	AL IMPROVED	VALUE: \$675	,000
1/a/3-	det		SITE	/ALUE:	\$400	,000
Paul Broderick Commissioner of	State Revenue		CURF		X CHARGE: \$1,62	3.53



ABN 76 775 195 331 | ISO 9001 Quality Certified

sro.vic.gov.au | Phone 13 21 61 | GPO Box 1641 Melbourne Victoria 3001 Australia

#### Certificate No: 79210860

#### Power to issue Certificate

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

#### Amount shown on Certificate

- 2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
  - Land tax that has been assessed but is not yet due,
  - Land tax for the current tax year that has not yet been assessed, and

- Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

#### Land tax is a first charge on land

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

#### Information for the purchaser

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

#### Information for the vendor

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

#### Apportioning or passing on land tax to a purchaser

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

#### General information

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

- There is no change to the parties involved in the transaction for which the Certificate was originally requested.

#### For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP Land Tax = \$1,650.00

Taxable Value = \$400,000

Calculated as \$1,350 plus ( \$400,000 - \$300,000) multiplied by 0.300 cents.

#### Land Tax - Payment Options

ВРАУ		CARD
BPAY	Biller Code:5249 Ref: 79210860	Ref: 79210860
Telepho	one & Internet Banking - BPAY®	Visa or Mastercard
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.		Pay via our website or phone 13 21 61. A card payment fee applies.
www.bpay.com.au		sro.vic.gov.au/paylandtax

## **Property Clearance Certificate**

Commercial and Industrial Property Tax



KATE WEST				Your Reference:	LD:73696760-013-6.Smyth Woller
				Certificate No:	79210860
				Issue Date:	29 JUL 2024
				Enquires:	ESYSPROD
Land Address:	15 RISDON CHA	ASE WOLLERT	VIC 3750		
Land Id	Lot	Plan	Volume	Folio	Tax Payable
39752602	2216	646739	11348	81	\$0.00
AVPCC	Date of entry	Entry	Date land becomes	Comment	
	into reform	interest	CIPT taxable land		
110	N/A	N/A	N/A	The AVPCC allocated to the	ne land is not a qualifying
				use.	

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

ay

Paul Broderick Commissioner of State Revenue

CURRENT CIPT CHARGE:	\$0.00
SITE VALUE:	\$400,000
CAPITAL IMPROVED VALUE:	\$675,000



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### Notes to Certificate - Commercial and Industrial Property Tax

#### Certificate No: 79210860

#### Power to issue Certificate

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

#### Amount shown on Certificate

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

#### Australian Valuation Property Classification Code (AVPCC)

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

#### Commercial and industrial property tax information

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

#### Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification must be given to the Commissioner within 30 days of the change of use.

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

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

#### Information for the purchaser

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

#### Information for the vendor

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

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

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

#### General information

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

## **Property Clearance Certificate**

Windfall Gains Tax



KATE WEST			Your Reference:	LD:73696760-013-6.S WOLLER	MYTH
			Certificate No	<b>o:</b> 79210860	
			Issue Date:	29 JUL 2024	
Land Address:	15 RISDON CHASE WOL	LERT VIC 3750			
Lot	Plan	Volume	Folio		
2216	646739	11348	81		
Vendor:	SHEENA SMYTH & KENI	NETH SMYTH			
Purchaser:	UNKNOWN UNKNOWN				
WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest P	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00
Comments:	No windfall gains tax liabil	ity identified.			
	ubject to the notes that apport to the notes that apport to the note these note the notes and the notes notes and the notes approximate the notes and the notes are notes are notes and the notes are notes			DFALL GAINS TAX C \$0.00	HARGE:

l'al 3 del **Paul Broderick** 

Commissioner of State Revenue

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sro.vic.gov.au | Phone 13 21 61 | GPO Box 1641 Melbourne Victoria 3001 Australia

### Notes to Certificate - Windfall Gains Tax

#### **Certificate No:** 79210860

#### Power to issue Certificate

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

#### Amount shown on Certificate

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

#### Windfall gains tax is a first charge on land

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

#### Information for the purchaser

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

#### Information for the vendor

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

#### Passing on windfall gains tax to a purchaser

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

#### **General information**

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

in

11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

#### Windfall Gains Tax - Payment Options

BPAY	CARD	Important payment information
Biller Code: 416073 Ref: 79210860	Ref: 79210860	Windfall gains tax payments must be made using only these specific payment references.
<b>Telephone &amp; Internet Banking - BPAY<sup>®</sup></b> Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.	<b>Visa or Mastercard</b> Pay via our website or phone 13 21 61. A card payment fee applies.	Using the incorrect references for the different tax components listed on this property clearance certificate will result i misallocated payments.
www.bpay.com.au	sro.vic.gov.au/payment-options	

# **PLANNING CERTIFICATE**

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

#### CERTIFICATE REFERENCE NUMBER

1053449

**APPLICANT'S NAME & ADDRESS** 

KATE WEST C/- LANDATA

MELBOURNE

VENDOR

SMYTH, KENNETH JOHN

PURCHASER

UNKNOWN, UNKNOWN

REFERENCE

**Smyth Wollert** 

This certificate is issued for:

LOT 2216 PLAN PS646739 ALSO KNOWN AS 15 RISDON CHASE WOLLERT WHITTLESEA CITY

The land is covered by the: WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a	GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a	DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 10
and a	VEGETATION PROTECTION OVERLAY - SCHEDULE 2
and a	DEVELOPMENT PLAN OVERLAY - SCHEDULE 21

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

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

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

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

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

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

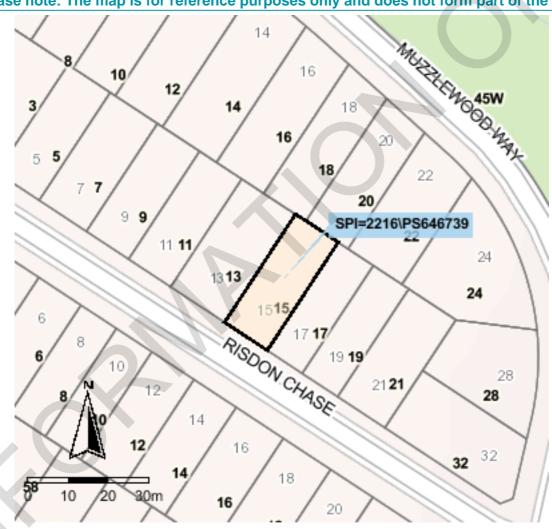


29 July 2024 Sonya Kilkenny Minister for Planning The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

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

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

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



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#### Choose the authoritative Planning Certificate

#### Why rely on anything less?

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

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

#### **Privacy Statement**

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





### ROADS PROPERTY CERTIFICATE

The search results are as follows:

Kate West PO Box 4086 NARRE WARREN SOUTH 3805

Client Reference: Smyth Wollert

NO PROPOSALS. As at the 29th July 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

15 RISDON CHASE, WOLLERT 3750 CITY OF WHITTLESEA

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 29th July 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 73696760 - 73696760125452 'Smyth Wollert'