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# **CONTRACT OF SALE**

**ANUSHKA ZEBA KHALEED**

**Property:**

**17 Clydesdale Loop, Yarrawonga VIC 3730**

# Contract of Sale of Real Estate\*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

**Property address** 17 CLYDESDALE LOOP, YARRAWONGA VIC 3730

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

## SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received -

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing -

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

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

**SIGNED BY THE PURCHASER:** .....

..... on ...../...../2023

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

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

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

**SIGNED BY THE VENDOR:** .....

..... on ...../...../2023

**Print name(s) of person(s) signing:** ANUSHKA ZEBA KHALEED

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

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

## IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

\*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

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

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

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

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

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

### Particulars of sale

#### Vendor's estate agent

Name:			
Address:			
Email:			
	Mob:	Fax:	Ref:

#### Vendor

Name:	ANUSHKA ZEBA KHALEED
Address:	27 Terrene Tce, Point Cook VIC 3030
ABN/ACN:	
Email:	

#### Vendor's legal practitioner or conveyancer

Name:	SR Lawyers		
Address:	Suite 17, 2-14 Station Place, Werribee VIC 3030		
Email:	info@srlawyer.com.au		
Tel:	03 8396 2484	Fax: 03 8679 3464	DX:
			Ref: RJ:2751SR/2023

#### Purchaser

Name:			
Address:			
ABN/ACN:			
Email:			

#### Purchaser's legal practitioner or conveyancer

Name:			
Address:			
Email:			
Tel:	Fax:	DX:	Ref:

#### Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12299 Folio 520	2162	PS 902066Q

OR

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: 17 Clydesdale Loop, Yarrowonga VIC 3730

**Goods sold with the land** (general condition 2.3(f)) (list or attach schedule)

**Payment** (general condition 11)

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

**GST** (general condition 13)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

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

**Settlement** (general condition 10)**is due on**

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

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

**Lease** (general condition 1.1)

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

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

(\*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

☐ \*residential tenancy agreement for a fixed term ending on

OR

☐ \*periodic residential tenancy agreement determinable by notice

OR

☐ \*lease for a term ending on with options to renew, each of years.

**Terms contract** (general condition 23)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words '**terms contract**' in this box and refer to general condition 23 and add any further provisions by way of special conditions.

**Loan** (general condition 14)

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

Lender:

Loan amount:

Approval date:

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

**special conditions**



## Special Conditions

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

**Instructions:** *It is recommended that when adding further special conditions:*

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



### **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 for 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 in this general condition unless the context requires otherwise.
- 15A.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 15A.3 This general 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 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.
- 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 and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) 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 of 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:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 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 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 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 15B.10 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case

- falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255 ; and 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.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from 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 non-payment or late payment of the amount if either exception applies.
- 15B.12 This general condition will not merge on settlement.

☒ **Special condition 6 – Service**

General condition 17 is replaced with the following:

**17. 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, conveyancer 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 any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 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 that responsibility where action is required before settlement.

☐ **Special condition 8 – Electronic conveyancing**

- 8.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment 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:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 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 – Deposit bond**

- 9.1 In this special condition:
- (a) "deposit bond" means an irrevocable undertaking by an issuer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
  - (b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 30 days before the deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.



#### **Special condition 10 – Bank guarantee**

- 10.1 In this special condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 10.3 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
  - (a) settlement;
  - (b) the date that is 30 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 10.4 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with special condition 10.3.
- 10.5 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.



#### **Special condition 11 – Building report**

- 11.1 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
  - (a) obtains a written report from a registered building practitioner which discloses a current defect in a structure on the land and designates it as a major building defect;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 11.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 11.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 11.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.



#### **Special condition 12 – Pest report**

- 12.1 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
    - (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation;
    - (b) gives the vendor a copy of the report and a written notice ending this contract; and
    - (c) is not then in default.
  - 12.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
  - 12.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
  - 12.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.
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# General Conditions

Part 2 being Form 2 prescribed by the former *Estate Agents (Contracts) Regulations 2008*

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## 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 vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order 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.
- 2.5 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 the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
  - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 2.7 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. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

#### 7. RELEASE OF SECURITY INTEREST

- 7.1 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.
- 7.2 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 7.4, 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.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 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.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 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 7.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(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.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.



- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 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 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

## **8. 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.

## **9. GENERAL LAW LAND**

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

# **Money**

## **10. SETTLEMENT**

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.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) in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 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 At settlement, the purchaser must pay the fees on up to three cheques drawn on 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.

## 12. **STAKEHOLDING**

- 12.1 The deposit must be released to the vendor if:
  - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 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.

## 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 (or part of it) 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 of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 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) post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) 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 authorised for service on or by a legal practitioner; or
- (d) by email.

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

#### **18. NOMINEE**

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

#### **19. LIABILITY OF SIGNATORY**

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

#### **20. GUARANTEE**

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

#### **21. NOTICES**

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

responsibility where action is required before settlement.

## **22. INSPECTION**

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

## **23. TERMS CONTRACT**

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

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

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

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

## **24. LOSS OR DAMAGE BEFORE SETTLEMENT**

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

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

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

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

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## **25. BREACH**

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

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

## **Default**

### **26. INTEREST**

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

## **27. DEFAULT NOTICE**

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

27.2 The default notice must:

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

## **28. DEFAULT NOT REMEDIED**

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

## GUARANTEE AND INDEMNITY

In consideration of the Vendor selling to the Purchaser at the Purchaser's request the property described in the Contract for the price and upon the terms and conditions set out in the Contract, the Guarantor **COVENANTS AND AGREES** with the Vendor that:

1. If at any time the Purchaser defaults in the payment of the purchase money or residue of purchase money or interest or other monies payable by the Purchaser to the Vendor under the Contract or any substituted Contract or in the performance or observance of any term or condition under the Contract or any substituted Contract to be performed or observed by the Purchaser the Guarantor;
  - (a) will immediately on demand by the Vendor pay to the Vendor the whole of the purchase money, the residue of purchase money or other monies which will then be due and payable to the Vendor, and
  - (b) will keep the Vendor indemnified against all loss of purchase money interest and other monies payable under the Contract or any substituted 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.
2. This Guarantee will be a continuing guarantee and will not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the monies payable under the Contract or any substituted Contract or the performance or observance of any of the agreements obligations or conditions under the Contract or any substituted Contract or for the time being given to the Purchaser for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing the Guarantor.
3. Words importing the singular number will include the plural number and words importing the plural number will include the singular number and words importing the masculine gender will include the feminine and/or a corporation as the case may require. Where there is more than one Guarantor, the obligation arising under this Guarantee will bind each Guarantor jointly and severally.
4. A reference to a party includes that party's successors, transferees and assigns.
5. No time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.
6. For the purpose of this Guarantee and Indemnity the words set out in the Schedule will have their corresponding meaning.

## SCHEDULE

**Vendor:** ANUSHKA ZEBA KHALEED

**Purchaser:**

**The Contract:** The following Contract of Sale between the Vendor and the Purchaser:

Dated:

Property: 17 Clydesdale Loop, Yarrowonga VIC 3730

Certificate of Title: Volume 12299 Folio 520

**Guarantor:**                      **Name:**

Address:

Name: .....

Address: .....

DATED:            this            day of            2023

**SIGNED SEALED AND DELIVERED** by the said

)

)

)

Print Name .....

)

Signature of Guarantor

)

In the presence of:

)

)

Signature of Witness .....

)

**SIGNED SEALED AND DELIVERED** by the said

)

)

)

Print Name .....

)

Signature of Guarantor

)

In the presence of:

)

)

Signature of Witness .....

)



Suite 17, 2-14 Station Place  
WERRIBEE VIC 3030  
Phone: 03 8396 2484, Fax 03 8679 3464  
Mobile: 0415 628 435 0420 925 096  
Email: [info@srlawyer.com.au](mailto:info@srlawyer.com.au)  
[www.thesrlawyer.com.au](http://www.thesrlawyer.com.au)

DATED

2023

**ANUSHKA ZEBA KHALEED**

to

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**CONTRACT OF SALE OF REAL ESTATE**

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**Property: 17 Clydesdale Loop, Yarrowonga VIC**

**SR Lawyers  
Lawyers**

Suite 17, 2-14 Station Place  
WERRIBEE VIC 3030  
Tel: 03 8396 2484  
Fax: 03 8679 3464  
Ref: RJ:2751SR/2023



## **SPECIAL CONDITIONS (CONTINUED)**

### **13. Purchaser acknowledgements**

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

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

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

### **14. Adjustments**

The purchaser must provide copy of all certificates obtained from relevant authority to complete a statement of adjustment. A statement of adjustment must be provided to the vendor's representative at least five (5) business days before the date of settlement. If the statement of adjustment is not provided three business days prior to settlement, the purchaser will be at default and special condition 16 will apply.

### **15. Cheques**

At settlement the purchaser must pay the fees up to eight (8) cheques plus council, water and SRO cheques drawn on authorised deposit-taking institution. Should the vendor requests for any additional cheques to be drawn on an authorised deposit-taking institution, then the vendor must reimburse the purchaser for the fees incurred for additional cheques.

### **16. Consequences of Default**

- a. The purchaser agrees that if they are in default on the Contract, then an interest rate is payable at 16% (this provision will override the general condition 26) per annum payable by the purchaser to the vendor at settlement;
- b. The purchaser agrees that if they are in default of the Contract, a default management fee \$220.00 including GST is payable to the vendor's legal representative;
- c. If a default notice is served on the purchaser by the vendor, the purchaser acknowledges they will pay the legal fees \$750.00 plus GST to the vendor's legal representative ;
- d. The purchaser acknowledges that they will pay re-booking fee of \$110.00 including GST if it is physical settlement, \$88.00 if it is electronic settlement by way of an adjustment to the Vendor legal representative for every subsequent settlement booking is made, after the initial booking has been made;
- e. Should the settlement is to be rescheduled after all parties have attended (at physical settlement) at settlement, the purchaser further acknowledges to pay \$220.00 for each

rescheduled settlement fees, should the fault be of their own, bank or their representative.

#### **17. Vendor's Loss and damage**

The purchaser breaching this Contract shall pay upon all demand all expenses incurred by the Vendor as a result of such breach notwithstanding:

- a) That the purchaser may not be aware at the date of the Contract of the particular of the particular consequences which may flow from delay in settlement; and
- b) That such damages could not have reasonably been foreseen by the Purchaser.

The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the due date under the Contract or at a time subsequently arranged by consent with their representative, the Vendor will or may suffer the following losses and expenses which the Purchaser moneys in accordance with the terms of the Contract:

- a) The cost of obtaining bridging finance to complete the Vendor's purchaser of another property and interest charged on such bridging finance calculated from the due date of the settlement.
- b) Interest payable by the Vendor under any existing Mortgage over the property calculated from settlement;
- c) Accommodation expenses necessarily incurred by the Vendor;
- d) A fee for rescheduling settlement on the day of settlement or after set at \$110.00 per re-attendance;
- e) Legal and Conveyancing Representatives costs and expenses as between Vendor's Solicitor, the Vendor's Conveyancer, the Vendor's Real Estate Agent and the Vendor;
- f) Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase of another.

If the Vendor gives to the Purchaser a notice of default under this contract, the default will not be remedied until remedy by the purchaser of the relevant default or if the default is incapable of remedy, compensation is paid to the Vendor's satisfaction.

#### **18. Finance Clause**

The purchaser must inform in writing to the vendor's legal representative as to whether the finance has been approved or not. Where a purchaser's finance has not been approved, the purchaser may end the contract by sending a written notice and the purchaser must provide a letter from an Authorised Banking Institution stating finance has not been approved.

Should the purchaser fails to notify the vendor's legal representative as required, or if no further extension is sought by the purchaser then the contract will be unconditional. If the purchaser does not want to proceed with the purchase, all deposits must be forfeited.

#### **19. Acceptance of Title**

General condition 12.4 is to be added:

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 the section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

#### **20. Mathematical Mistakes Settlement**

The parties agree that where a mathematical mistake has occurred so that a party -

(a) has received less than that party is entitled; or

(b) has paid more than that party is required,

under the terms of the Contract, the party may, in addition to all other remedies of that party, within two months from the date on which completion took place, by notice in writing require the other party to pay to that party an amount equal to the financial measure of the mistake.

#### **21. Guarantee and Indemnity**

If the Purchaser is or includes a corporation not listed on the Australian Stock Exchange Limited (ACN 008 624 691), the Purchaser must:

(a) simultaneously with the execution of this Contract, procure the execution of the Guarantee and Indemnity by all directors who have a beneficial interest in the company (or if the Vendor requires, by the shareholders); and

(b) if the Purchaser nominates its interest under this Contract to a corporation pursuant to the terms of this Contract, within seven (7) days after the relevant nomination date, the Purchaser must procure the nominee to require execution by all directors of the nominee (or if the Vendor requires, by the shareholders of the nominee) of the Guarantee and Indemnity.

#### **22. Nomination**

GC18 is amended by adding an additional sentence as follows:

'The Purchaser may only nominate a substitute or additional transferee on one occasion. Any nomination must be made at least 10 days before the settlement date. If the purchaser wishes to nominate a substitute or additional purchaser it must seek the prior consent from the vendor and must deliver to the vendor's legal practitioner or conveyancer:

(a) a request for the vendor's consent to the nomination of a substitute or additional purchaser;

(b) if the nominee is a corporation to which general condition 20 applies, a Guarantee which complies with the requirements of general condition 20 but includes changes necessary by reason of the nomination;

(c) a written acknowledgement from the guarantors that the nomination of the nominee does not vitiate the guarantor's obligations;

(d) agree that if the warranty in General Condition 18(e)(i) is breached, the purchaser and the nominee must indemnify the vendor against any penalties, fines, legal costs, losses or damages which the vendor suffers as a direct or indirect breach of that warranty.

The purchaser acknowledges that the purchaser cannot nominate a substitute or additional purchaser without the vendor's consent, which consent shall not withhold unreasonably. The purchaser acknowledges that the purchaser must pay vendors legal cost of \$220 for processing nomination.

#### **23. Contamination of Land**

The purchaser acknowledges that no representations, warranties or indemnities of any kind have been made or given by the vendor concerning the risk or any possible harm or detriment which may

be caused to any beneficial use of the property and agrees not to make any requisition or claim against the Vendor howsoever arising by reason of or in consequence of or in respect of any contamination or any harm or detriment which may be caused to any beneficial use of the property.

#### **24. Early Possession**

In the event that the Vendor allows the Purchaser to take possession of the subject property prior to settlement than the Purchaser shall execute a licence agreement as prepared by the Vendor's representative and shall prior to taking possession pay the reasonable costs associated with the said preparation. The purchaser acknowledges that then vendor will prepare licence agreement and legal cost must be beared by the purchaser.

#### **25. Swimming Pool**

Where the subject property includes a swimming pool, spa or pond, the Purchaser acknowledges that the Purchaser has made the purchases own enquiries regarding the Purchasers obligations as owner under the provisions of the pool regulations as set out in the Vendor's Statement and has not relied on any representations made by the Vendor or the Agents in this regard.

#### **26. Owner Builder Warranty (if applicable) - BUILDING ACT 1993- SECT 137C**

28.1 The following warranties are part of every contract to which section 137B applies which relates to the sale of a home-

- a) The vendor warrants that 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 workmanlike manner; and
- b) The vendor warrants that 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) The vendor warrants that domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, this Act and the regulations.

26.2 In addition to the purchaser under a contract to which section 137B applies, any person who is a successor in title to the purchaser may take proceedings for a breach of the warranties listed in subsection (28.1) as if that person were a party to the contract.

#### **29. Multiple Purchasers**

If there is more than one purchaser then:-

- a) The Purchasers obligations in this will bind all those persons jointly and severally;
- b) It is the purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property.
- c) If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation;
- d) The purchasers fully indemnify the vendor, the vendor's agent and representative against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- e) This special condition will not merge on completion.

### **30. COVID-19 (Coronavirus disease):**

The parties agree that should the Australian or Victorian Governments require the party to be quarantined or to be in self-isolation due to the outbreak of the Covid-19 virus, then should the settlement date fall within the quarantine or self-isolation period, then the affected party must notify the other party's conveyancer/solicitor by notice in writing of the period of quarantine or self-isolation, as soon as practicably possible. If settlement is delayed in accordance with this special condition, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs or expenses incurred as a result of the delay in settlement.

For the benefit of both parties to this transaction, should either party:

- (a) Contract the Covid-19 virus;
- (b) Be placed in quarantine or isolation in the property;
- (c) Be directed to quarantine or self-isolate in the property; or
- (d) Need to care for an immediate member of their household or family in the property who is directly affected by (a) to (c) above -

Then the parties agree that the following provisions shall apply:

- (i) It is an essential term of this contract that if the vendor is seeking the benefit of this clause, he shall thoroughly disinfect the property prior to completion. For the purpose of clarity, thoroughly disinfect includes, but is not limited to, vacuuming carpets, cleaning air conditioning filters and using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and mop floors.
- (ii) The other party cannot issue a Notice of Default on the party affected by (a) to (d) above until such time as the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property.
- (iii) The party seeking the benefit of this clause must provide suitable documentation t provided evidence of the need for isolation immediately upon diagnosis.
- (iv) Settlement shall take place within seven (7) days from the date from which the party is permitted to leave the property.
- (v) If the vendor is the party seeking the benefit of this clause, he shall do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion.

**31. Deposit Bond or Bank Guarantee:**

The deposit cannot be paid in whole or in part by way a Deposit Bond or a Bank Guarantee unless the contract of sale includes a special condition setting out all the requirements in relation to the terms of the bond, the delivery of the bond and the renewal of the bond.

## Special conditions

**Instructions:** *It is recommended that when adding special conditions:*

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

## Special Conditions

### 1. Definitions and interpretations

#### 1.1 Definitions

In this Contract of Sale of Real Estate which includes the Annexures and Schedules (**this Contract**) unless the context otherwise requires, the following expressions have the following meanings:

**Act** means the *Sale of Land Act 1962 (Vic)*.

**Authority** means any government or government department, any public, statutory, governmental, semi-governmental, municipal, administrative, statutory, judicial person, body or authority or any person, body or entity charged with the administration of any Law.

**Claim** includes making any objection or requisition or claim for compensation, a delay in settlement or rescinding or terminating this Contract or attempting or purporting to do so.

**Contaminant** means a solid, liquid, gas, odour, temperature, sound, vibration or radiation or substance which makes or may make the Property:

- (a) unfit or unsafe for occupation;
- (b) poisonous or noxious;
- (c) not comply with any Law relating to environmental matters or that regulates or imposes liability or standards of conduct concerning contamination, pollution, chemicals, hazardous materials or health and safety.

**Council** means the Moira Shire Council and any local government body, including any successor in authority to the Council whose municipality may at any time include the Land.

**Development** means the proposed development of the Site currently known as and located at Murray Valley Highway Yarrawonga called the Glanmire Development.

**Digital Duties Form** means an online form created on the State Revenue Office website to facilitate calculation of land transfer duty by the State Revenue Office.

**General Conditions** means general conditions 1 to 28 inclusive contained in this Contract, which are the general conditions in the standard form of contract prescribed by the *Estate Agents (Contracts) Regulations 2008* (as in force immediately before its revocation).

**Law** means any law (including principles of law or equity established by decisions of courts) that applies in Victoria, and any rule, regulation, order, by-law, local law, statutory instrument, control, restriction, direction or notice made under a law by any Authority.

**Loss** means any liability, charge, claim, loss, damage, cost or expense including any legal costs on a

solicitor/client basis.

**Plan** means proposed Plan of Subdivision Lot G number 24539P8 version 3

**Plan Registration Date** means the date that is 18 months after the day of sale (sunset clause).

**Planning Permit** means the planning permit attached to the Vendor's Statement, or any other planning permit the Vendor obtains in connection with the Development and includes any plans endorsed to or referenced in the Planning Permit.

**Site** means all of the land comprised in the Plan.

## **1.2 Interpretation**

- 1.2.1 Words expressed with a capital letter elsewhere in this Contract which are not defined in clause 1.1 have the meaning given to them in the Particulars of Sale;
- 1.2.2 Where more than one person is described as Vendor or Purchaser (including corporations or other juristic entities), they are referred to in this Contract as "the Vendor" and "the Purchaser" respectively and such persons assume their obligations in this Contract jointly and severally;
- 1.2.3 One gender means the other gender or genders and vice versa;
- 1.2.4 Singular means plural and vice versa;
- 1.2.5 Words importing persons shall include bodies corporate and government and non- government authorities and departments;
- 1.2.6 Reference to a statute, ordinance, code or other law includes any regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the date of this Contract;
- 1.2.7 Clause headings are for ease of reference only and are not part of this Contract and accordingly shall not affect its construction.

## **2. Amendments to General Conditions**

**2.1** The Purchaser and the Vendor agree that if there is:

- 2.1.1 any inconsistency between the provisions of the General Conditions and Special Conditions then, except in the case of manifest error, to the extent of any inconsistency the provisions of the Special Conditions will prevail and have priority; and
- 2.1.2 any inconsistency between this Special Condition and any other Special Condition then, except in the case of manifest error, to the extent of any inconsistency the provisions of any other Special Conditions will prevail and have priority over this Special Condition.

**2.2** Without limiting the specific provisions of any other Special Condition, the General Conditions are amended as set out in this Special Condition 2.

**2.3** The General Conditions (GC) are amended as follows:

- 2.3.1 GC10 is amended by inserting the following at the end of the condition:  
"If settlement is to be conducted electronically, the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement."
- 2.3.2 GC4 is amended by adding the following at the end of the condition:  
"If the purchaser wishes to nominate it must deliver to the vendor's legal practitioner:



- (a) a nomination notice executed by the nominee and the purchaser in the form contained in **Annexure A** of this contract; and
- (b) if the nominee is a natural person, a Guarantee in the form contained in **Annexure B** of this contract.
- (c) a statement signed by the purchaser and the nominee that the nominee is not obliged by the FIRB Act to give notice to FIRB of their intention to acquire an interest in the property.
- (d) If the purchaser is a company other than a public company or if the purchaser nominates a substitute purchaser which is a company other than a public company, the purchaser must procure the execution of a guarantee in the form contained in **Annexure B** of this Contract by each of its directors.

2.3.3 GC31.4 to 31.6 (inclusive) are deleted.

2.3.4 GC32 is amended by adding the following new paragraph at the end of the condition:

"The purchaser acknowledges that the following items constitute 'a reasonably foreseeable loss':

- (a) the vendor's legal costs and expenses as between solicitor and client incurred due to the breach, including the cost of issuing any default notice agreed at \$450 plus GST;
- (b) any commission or other expenses claimed by the vendor's agents or other representative relating to the sale of the property; and
- (c) penalties and any other expenses payable by the vendor due to any delay in completion of the purchase of another property."

### **3. Acknowledgement by Purchaser**

**3.1** The Purchaser hereby acknowledges that before signing this Contract or any previous contract relating to this sale the Vendor gave to the Purchaser a Vendor's Statement executed by the Vendor containing all the matters required by section 32 (Part II Division 2) of the Act.

**3.2** The Purchaser acknowledges and understands that during the course of the Vendor's development of the Site, the Vendor may wish to apply to the Council to have the Planning Permit application varied or amended and/or lodge an application for a further planning permit. If the Vendor applies to the Council to do any of those things, the Purchaser agrees that it will not:

- 3.2.1 object to any proposed variation or amendment to the Planning Permit and/or the application for a further planning permit;
- 3.2.2 do any act or thing that in any way may delay, obstruct, halt, postpone or in any way hinder or fetter the Vendor's proposed development of the Site or any application to vary or amend the Planning Permit and/or any application for a further planning permit.

**3.3** Subject to special condition 3.2, the Purchaser will:

- 3.3.1 sign any consents, applications, authorities or other documents within 10 days of being requested to do so by the Vendor that relate to any application to vary or amend the Planning Permit and/or application for a further planning permit which may be required by the Council or an Authority to enable a permit application to be lodged, granted or approved in respect of the proposed development of the Site;
- 3.3.2 do any other act or thing that the Vendor may reasonably request the Purchaser to do to enable the Vendor to:
  - (a) lodge or pursue any application it may make in respect of the proposed development of

- the Site; and
- (b) obtain any planning approval or permit to be granted and approved in respect of the proposed development of the Site.

**3.4** If the Purchaser breaches this special condition before settlement or completion then the Vendor may in respect of such breach serve notice on the Purchaser pursuant to this special condition requiring the Purchaser to rectify such breach within 7 days and if the Purchaser fails to rectify such breach within the period the Vendor:

- 3.4.1 may rescind this Contract immediately thereafter by notice in writing given under this special condition, and General Condition 27 shall not apply, so that this Contract will upon the giving of such notice immediately and automatically be at an end; and
- 3.4.2 will be entitled to recover from the Purchaser, whether such breach occurred before or after completion and settlement of this Contract, any damages, losses, holding costs, legal costs and any other expenses of any nature or description whether foreseeable or not that the Vendor may suffer or incur or has suffered or incurred as a consequence of the Purchaser's breach of this special condition.

**3.5** If this Contract is rescinded by the Vendor pursuant to this special condition, the above remedies shall be available to the Vendor in addition to any other rights the Vendor has at law and/or under this Contract.

**3.6** The Purchaser further acknowledges and understands that a breach of any of the terms of the above special condition will result in the Vendor suffering Loss which the Purchaser must and agrees to compensate the Vendor for on an indemnity basis and whether such Loss is foreseeable or not. The Vendor's rights under this clause are in addition to any other rights the Vendor may have at law.

**3.7** Special conditions 3.2 to 3.7 inclusive shall survive settlement and are intended to run with the title to the Property for the benefit of the Vendor and/or its transferees, nominees and successors in title.

#### **4. Plan of Subdivision**

**4.1** Settlement of this Contract is subject to the condition subsequent that the Plan is registered by the Registrar of Titles by the Plan Registration Date (sunset clause). The Vendor must at its own expense endeavor to have the Plan registered by the Plan Registration Date.

**4.2** In the event that the Plan is not registered by the Registration Date the provisions of section 10B of the *Sale of Land Act* apply and before rescinding this contract under the sunset clause, the vendor must obtain the written consent of each purchaser to the rescission after giving each purchaser, at least 28 days before the proposed rescission, written notice setting out:

- (a) the reason why the vendor is proposing to rescind the contract; and
- (b) the reason for the delay in the registration of the plan of subdivision; and
- (c) that the purchaser is not obliged to consent to the proposed rescission

**4.3** If the Plan is not registered by the Plan Registration Date the provisions of section 10F of the *Sale of Land Act* also apply and:

- (a) the vendor is required to give notice of a proposed rescission of the contract under the sunset clause to the purchaser; and
- (b) the purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
- (c) the vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and
- (d) the Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

- 4.4** Subject to section 9AC of the Act, the Vendor may amend the Plan if necessary to:
- 4.4.1 procure certification by Council, registration by the Registrar of Titles or to comply with any requirement, recommendation or requisition of the Vendor's surveyor or other consultant of the Vendor;
  - 4.4.2 develop the Site in stages;
  - 4.4.3 renumber the stages of the Plan or lots within each stage; or
  - 4.4.4 facilitate completion of the Development, including structural changes, installation or relocation of services or any requirements of the Vendor's builder, surveyor or other consultant.
- 4.5** The Purchaser must not make any Claim if the Plan is amended under special condition 4.4 and there are minor variations or discrepancies between the proposed Plan in this Contract and the Plan as ultimately registered, unless the amendment materially affects the Purchaser's lot in which case the Purchaser may rescind this Contract within 14 days of being advised of the amendment by the Vendor.
- 4.6** For the purposes of this special condition 4, the Purchaser agrees that an amendment to the Plan which results in a change to the area of the Property of less than 5% is a minor variation or discrepancy and does not materially or detrimentally affect the Purchaser's interest in the Property.
- 4.7** The Purchaser acknowledges that the Vendor may be required or may wish to create easements, enter into covenants or grant or create other like restrictions which affect the Property, including pursuant to agreements under section 173 of the *Planning and Environment Act 1987*, to enable either or both certification and registration of the Plan or pursuant to an Authority requirement and the Purchaser must not make any Claim in respect of such matters.
- 4.8** The Purchaser must not lodge nor allow any person claiming through the Purchaser to lodge any caveat over the Land until the Plan has been registered (and then only over the certificate of title for the Purchaser's lot) and the Purchaser further acknowledges and agrees that the Vendor is entitled to claim compensation from the Purchaser in the event that the Purchaser breaches this condition and the Vendor suffers any Loss as a consequence of settlement being delayed. The Purchaser irrevocably appoints the Vendor as its attorney to sign any withdrawal of the Purchaser's caveat. This clause is an essential term of this Contract.
- 5. Deposit**
- 5.1** The Deposit must be paid to the Vendor's Legal Practitioner or to the Vendor's Agent named in this Contract, as directed by the Vendor, to be held on trust for the Purchaser until registration of the Plan.
- 5.2** If applicable, the Vendor and Purchaser authorise the Vendor's Legal Practitioner to invest the Deposit and agree that any interest accrues in favour of the Vendor unless the Purchaser is entitled to a refund of the Deposit, in which case the Purchaser is entitled to the accrued interest.
- 5.3** Within 7 days after the day of sale, the Purchaser must provide their tax file number to the Vendor's Legal Practitioner. The Purchaser acknowledges that a failure to comply or delay in complying with this special condition may result in withholding tax being deducted from any interest on the Deposit at the highest marginal rate and the Purchaser must not make any Claim for any matter arising from this special condition.
- 6. Planning**
- 6.1** The Property is sold subject to any restrictions on the use of the Land including but not limited to those under any scheme or plan of development now in force or hereafter to be imposed or made pursuant to any planning scheme, interim development order, statute, direction or notice.
- 7. Easements and other encumbrances**
- 7.1** The Purchaser buys the Property subject to:
- 7.1.1 all easements and encumbrances affecting the Site including those created or implied by the

- Subdivision Act 1988 (Vic)*, including any party wall easement shown on the Plan;
- 7.1.2 any service easements affecting the Site; and
- 7.1.3 the Vendor's rights under special condition 7.2.

The Purchaser must not make any Claim in respect of any matter in this special condition 7.1.

**7.2** The Purchaser acknowledges that at the day of sale it is possible that:

- 7.2.1 there may not have been created all easements, encumbrances, restrictions on use and positive covenants;
- 7.2.2 there may not have been entered into all leases, licences, agreements or arrangements (including in relation to the operation, maintenance, management or use of areas within the Development);
- 7.2.3 there may not have been created or granted all rights and privileges;

which are considered necessary or desirable for any Authority or the Vendor to create, enter into or grant and, subject to the Act, the Purchaser must not make any Claim because of that creation, entering into or grant and the Purchaser buys the Property subject to those items.

**7.3** The Vendor and Purchaser agree that section 10(1) of the Act does not apply to this Contract and the Vendor is entitled to amend the Plan without reference to the Purchaser where such amendment is in respect of the final location of an easement over the Property.

**8. Surface Level Works**

Pursuant to Section 9AB of the Sale of Land Act 1962 the Vendor declares that to his knowledge there are no works affecting the natural surface level of the land hereby sold or any land in the same subdivision abutting the land hereby sold which have been carried out on the land nor at the date hereof are there to his knowledge any such works being carried out or proposed to be carried out on that land.

**9. Nature of development of Site**

**9.1** The Vendor makes no representations as to the nature of the subdivision or development of the Site other than as set out in this Contract. Subject to the Vendor's obligations expressed in this Contract, the Purchaser acknowledges that the Vendor and parties associated with the Vendor may develop the Site in accordance with the relevant zoning under the Moira Shire Planning Scheme. The Purchaser represents and warrants that the Purchaser was not induced to enter into this Contract by and did not rely on any representations or warranties made by the Vendor, the Vendor's Legal Practitioner, the Vendor's Agent or persons on behalf of the Vendor regarding any proposed development of the Site.

**10. Transfer duty**

**10.1** The Vendor's Legal Practitioner must initiate preparation of a Digital Duties Form and send an email invitation to the Purchaser's Legal Practitioner sharing the form as soon as practicable after registration of the Plan. The Purchaser's Legal Practitioner must provide the Vendor's Legal Practitioner with an email address to which the Digital Duties Form can be shared.

**10.2** The Purchaser's Legal Practitioner must complete and arrange to have signed the Digital Duties Form within 5 business days of receiving it. Once signed on behalf of both parties, the Purchaser must not amend the Digital Duties Form or do anything which would require the Vendor to re-sign.

**10.3** If the Purchaser's Legal Practitioner breaches any of the above the Purchaser will be deemed to be in default under this Contract and the Vendor is not required to effect settlement until the next business day after the Digital Duties Form has been signed by both parties.

**10.4** Neither the Vendor, its employees, consultants or the Vendor's Agent are authorised to provide to the Purchaser an estimate of duty payable on the transfer of Land under this Contract and the Vendor specifically denies any liability for any duty, fees, levies or taxes in connection with the transfer and this Contract. Any reliance on an estimate of duty received by the Purchaser is entirely at the Purchaser's risk.

**10.5** The Purchaser must pay all land transfer duty arising under this Contract and indemnifies the Vendor

against any Claim or Loss arising from or incidental to it.

## **11. Outgoings**

- 11.1** All rates, taxes, assessments and other outgoings including all fees, levies and other charges payable in respect of the Property shall be borne and paid by the Purchaser as from the date on which the Purchaser becomes entitled to possession of the Property or to the receipt of rents and profits (or with the consent of the Vendor goes into occupation of the Property) and all such outgoings paid or payable shall, if necessary, be apportioned between the Vendor and the Purchaser.
- 11.2** Any such outgoings which are not separately assessed against the Property shall be adjusted on the basis that the Property is liable for a share of the relevant outgoing in proportion to the area of the Land as specified on the Plan as it bears to the total areas of all lots on the Plan.
- 11.3** If any rates or other outgoings referred to in special condition 11.1 have not been separately assessed against the Property by the Settlement Date, and those rates or outgoings are not due to be paid until after the Settlement Date, the Purchaser must not make any deduction at settlement in respect of any outstanding amount owing by the Vendor.

## **12. Service providers**

- 12.1** The Vendor may arrange for connection of electricity and/or gas services to the Property prior to settlement and if it does so, the Purchaser must reimburse the Vendor by way of an adjustment at settlement any connection, disconnection and metering fees incurred by the Vendor and as soon as practicable after settlement transfer the relevant service(s) into the Purchaser's own name.
- 12.2** The Purchaser acknowledges that:
- 12.2.1** electrical sub-stations will be installed within the Site over which an electricity authority will have rights of access and maintenance;
  - 12.2.2** a lease may be entered into with an electricity authority in relation to the sub-stations subsequent to the sale of the Property and prior to settlement. The Purchaser consents to any such lease and shall execute all documents and instruments and do all things as required of the Purchaser to give effect to such lease;
  - 12.2.3** the Vendor has no control over the location of infrastructure (whether present or future) provided by service authorities such as service pits, telephone and electricity poles, overhead or underground cables and manholes, and the Purchaser must not make any Claim in respect of them; and
  - 12.2.4** an electricity authority may require a caveat in respect of the Site or any part of it to be lodged in order to note its interest pursuant to its lease and that registration of a caveat will not constitute a defect in the Vendor's title to the Land. Accordingly, the Purchaser will not and must not make any Claim because of the existence of, or any failure to remove a caveat over any part of the Site (excluding the Land).

## **13. No warranties**

- 13.1** The Vendor and its representatives make no representation or warranty:
- 13.1.1** as to the fitness or suitability of the Property for any purpose;
  - 13.1.2** as to the market value or future market value of the Property or any financial return to be derived from the Property;
  - 13.1.3** as to the mix of lots to be used for retail or commercial uses; or
  - 13.1.4** as to the absence of any Contaminants on or in the Land.
- 13.2** This Contract sets out all the terms and conditions of this sale and any promise, condition, representation

or warranty relating to or leading up to this transaction which is not set out or expressly referred to in it and which may have been made by the Vendor or by any person on behalf of the Vendor is expressly negated and withdrawn. The Purchaser acknowledges that there is no other contract, agreement or collateral warranty subsisting at the time of signing this Contract which relates to the Property.

#### **14. Foreign Investment Review Board approval**

- 14.1** The Purchaser represents and warrants to the Vendor that it does not require the approval of the Treasurer of the Commonwealth of Australia to the acquisition of the Property under the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*.

#### **15. Restrictive Covenant**

- 15.1** The Purchaser covenants, acknowledges and agrees with the Vendor that:

- 15.1.1** it is the Vendor's present intention that a memorandum of common provisions substantially in the form of the restrictive covenant set out in **Annexure C** will be registered on the titles of all lots on the Plan ("MCP"). However despite that, the Vendor does not warrant that a memorandum of common provisions in the form of the MCP will be included in any contract for the sale of any other lots in the Development, any other title or any other land owned by the Vendor;
- 15.1.2** the Vendor (acting reasonably) may amend the form of the MCP from time to time;
- 15.1.3** the dealing reference number of the MCP will be recorded in the transfer of land to the Purchaser;
- 15.1.4** the Vendor will not be liable to the Purchaser in respect of any failure by the Vendor to enforce any of the terms of the MCP;

- 15.2** The Purchaser agrees promptly to execute all documents and do all things the Vendor from time to time reasonably requires of it to complete the registration of the MCP, including procuring the written consent of any mortgagee, chargee or caveator to the creation of the MCP.

- 15.3** The Purchaser must observe and comply with the terms of the restrictive covenant set out in **Annexure C** even if the MCP is not, for any reason, registered against the title to the Property, it being agreed that this special condition will not merge on settlement but will continue to bind the Purchaser after settlement.

#### **16. Design Guidelines**

- 16.1** The purchaser acknowledges that these guidelines only apply to lots less than 2000 sqm in size:

- 16.1.1** construction of a residence on the property is controlled by and subject to the Design Guidelines as detailed in this contract, the MCP and local government and environmental laws;
- 16.1.2** the Vendor may, if it considers it necessary or desirable, register a covenant on title to the property restricting construction of a residence on the property to accord with the Design Guidelines, local government and environmental laws;
- 16.1.3** the vendor requires that the purchaser in accordance with the Design Guidelines submit design plans of a residence to the vendor and/or its authorised agent and obtain the vendor's approval of the plans before:
  - (i) applying for a permit; and
  - (ii) commencing any building or site works on the property.
- 16.1.4** It is agreed that this special condition 16 will not merge on settlement and will continue to bind the Purchaser after settlement.

#### **17. Building timeline**

- 17.1** The purchaser agrees that construction of any dwelling on the lot hereby transferred shall start within 18 months of the day of settlement or such other date as agreed in writing with the vendor such consent for an extension of time not to be unreasonably withheld and this special condition will not merge on settlement but will continue to bind the Purchaser after settlement.

**18. Fencing**

- 18.1** The vendor is not required to contribute to the cost of fencing the property, even though the vendor may own land adjoining the property. However, the vendor may construct fencing on the property and on any adjoining land it may own. Any such fencing must not be altered or demolished by the purchaser at any time.
- 18.2** All fencing shall comply with the requirements of the design guidelines

**19. No sale or transfer without vendor's consent**

- 19.1** The purchaser must not transfer, sell or enter into any agreement to transfer or sell the property, or any interest in the property, to any person at any time on or before the date of completion of this contract without the consent of the vendor.
- 19.2** The vendor's consent under clause 19.1 may be withheld, granted conditionally or granted unconditionally, in the vendor's absolute discretion.
- 19.3** If the vendor gives its consent under clause 19.1, the purchaser must comply with clause 20 in addition to any other conditions set down by the vendor.
- 19.4** This clause 19 is an essential term of the contract.

**20. Transferee's entry into deed**

- 20.1** If the vendor consents to a transfer under clause 19.1, the purchaser must ensure that:
- 20.1.1 a transferee is substituted for the purchaser; or
  - 20.1.2 a transferee of the property from the purchaser enters into a deed with the vendor incorporating into that deed such parts of this contract as are necessary so that the vendor obtains the intended benefit of all of the purchaser's obligations that survive completion.
  - 20.1.3 The provisions of clause 19 shall operate at any time during the period:
    - 20.1.3.1 commencing from the contract date; and
    - 20.1.3.2 ending on the date that is 3 years from the date of completion of this contract

**22. Whole Agreement**

- 22.1** The covenants and provisions contained in this Contract comprises the whole of the agreement between the parties and it is expressly agreed and declared that no further or other covenants or provisions whether in respect of the Land or the Property (or any part) or otherwise shall be deemed to be implied in this Contract to arise between the parties by way of collateral or other agreement by reasons of any promise, representation, warranty or undertaking given or made by any party to another party on or prior to the execution of this Contract and the existence of any such implication or collateral or other agreement is hereby expressly negated.

**23. Severability**

- 23.1** If any part of this Contract becomes void or unenforceable or is illegal then that part shall be severed from this Contract to the intent that all parts which are not void, unenforceable or illegal shall remain in full force and effect and be unaffected by the severance.

**24. Time of the essence**

- 24.1** Time shall be of the essence of this Contract.

**25. Non-merger**

- 25.1 Any provision of this Contract which is capable of taking effect after completion of this Contract shall not merge on completion but rather shall continue in full force and effect.

**26. Waiver**

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

**27. Monetary amounts**

- 27.1 Unless otherwise clearly indicated in this Contract, all monetary amounts are expressed in Australian dollars (“\$”).

**28. Governing law**

- 28.1 This Contract shall be governed by and construed in accordance with the laws for the time being in force in Victoria and the Vendor and the Purchaser irrevocably submit to the jurisdiction of the Courts of that State and to all Courts to which an appeal may lie therefrom.

**29. Foreign Resident Capital Gains Withholding**

- 29.1 All Vendors under this Contract are foreign residents for the purposes of this Contract unless the Vendor/s give the Purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

- 29.2 The specified period in the clearance certificate will include the actual date of settlement.

- 29.3 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise. 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 is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

- 29.4 The Vendor will pay to the Purchaser at settlement such part of the amount as is represented by nonmonetary consideration, if any. The amount is to be deducted from the Vendor’s entitlement to the Contract consideration.

- 29.5 The representatives of the parties are to take instructions and have regard to the Vendor’s interests and instructions and that representative appropriate and responsible will:

- 29.5.1 pay, and or ensure payment of, the amount to the Commissioner as required by law as soon as reasonably and practicable, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;

- 29.5.2 promptly provide the Vendor with proof of payment; and

- 29.5.3 comply, or ensure compliance with, this special condition save if otherwise instructed by both the Purchaser and the Vendor and or any other provision in this Contract to the contrary.

- 29.6 The representative responsible is taken to have complied with the obligations in special condition 24.5 if:

- 29.6.1 the settlement is conducted through the electronic conveyancing system operated by Property



Exchange Australia Ltd or by another electronic conveyancing system agreed by the parties; and  
 29.6.2 the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

**29.7** A 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)* will be given to the Purchaser at least 5 business days before the due date for settlement.

**29.8** The Vendor will 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 will be provided within 5 business days of request by the Purchaser. The Vendor warrants that the information the Vendor provides to the Purchaser is true and correct.

**29.9** The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount if not paid in time.

**30. GST Withholding Tax**

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

**30.2** This special condition applies if:

30.2.1 The property (or part of the property) constitutes:

30.2.1.1 new residential premises which have not been created through substantial renovation of a building or do not constitute commercial residential premises; or

30.2.1.2 potential residential land which is included in a property subdivision plan and does not contain any building which is used for a commercial purpose;

30.2.2 If the property constitutes potential residential land, the Purchaser:

30.2.2.1 is not registered for GST; or

30.2.2.2 will not acquire the property for a creditable purpose; and

30.2.3 The supply of the property does not constitute a supply which has been excluded from the application of Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* by virtue of a statutory declaration made by the Commissioner in accordance with Section 14-250(3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

**30.3** At least 14 days before the relevant date in special condition 25.4, the Vendor must provide to the Purchaser a notice which complies in all respects with section 14-255(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("notice").

**30.4** The Purchaser must pay to the Commissioner the amount set out in the notice ("amount") on or before:

30.4.1 the day on which it pays any consideration (excluding the deposit) to the Vendor for the property;

30.4.2 if the Vendor and Purchaser are associates and no consideration is to be provided, the day on which the property is supplied to the Purchaser; or

30.4.3 such other date determined by the Commissioner in accordance with section 14-250(5) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

**Note:** the Purchaser's obligation to withhold and pay an amount to the Commissioner is not avoided if the

Vendor fails to serve a notice.

**30.5** If the amount is not due prior to settlement, the Purchaser is taken to have complied with its obligations in special condition 25.4 if:

30.5.1 Settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd (PEXA) or any other electronic conveyancing system agreed by the parties and the amount is paid to the Commissioner via this electronic conveyancing system; or

30.5.2 the Purchaser provides the Vendor with a bank cheque made payable to the Commissioner for the amount payable to the Commissioner. If this occurs, the Vendor must provide such cheque to the Commissioner as soon as possible.

**30.6** The amount is to be deducted from the Vendor's entitlement to the Contract consideration.

**30.7** The Purchaser will be and is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount save if caused directly or indirectly by the Vendor.

**30.8** The Purchaser must:

30.8.1 engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the Purchaser's obligations in this special condition; and

30.8.2 ensure that the representative does so.

**30.9** 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:

30.9.1 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 special condition if the sale of the property settles;

30.9.2 promptly provide the Vendor with proof of payment; and

30.9.3 otherwise comply, or ensure compliance with, this special condition; despite

30.9.4 any contrary instructions, other than from both the Purchaser and the Vendor; and

30.9.5 any other provision in this Contract to the contrary.

**31. Electronic Conveyancing**

**EC**

Settlement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 26 applies, if the parties so elect and mark the box herein "EC".

**31.1** This special condition prevails over any other provision of this Contract to the extent of any inconsistency. This special condition applies if the parties subsequently agree in writing that it is to apply, if not elected herein.

**31.2** A party will give written notice immediately upon that party reasonably believing that settlement and lodgement can no longer be conducted electronically. Special condition 26 ceases to apply from when such a notice is given.

**31.3** If applicable, each party will engage a representative who is or who will also use and engage and associate or agent being a subscriber for the purposes of the Electronic Conveyancing National Law.

- 31.4** The Vendor will open the Electronic Workspace being an electronic address for the service of notices and for written communications for electronic transactions legislation (“workspace”) as soon as reasonably practicable.
- 31.5** Settlement occurs when the workspace records that:
- 31.5.1 the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
- 31.5.2 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.
- 31.6** The parties will do everything reasonably necessary to effect settlement electronically on the next business day.
- 31.7** Each party will do everything as a priority and as reasonable to immediately assist the other party to trace and identify the recipient of any mistaken payment should that occur and to recover any mistaken payments.

# 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	17 CLYDESDALE LOOP, YARRAWONGA VIC 3730
------	---

Vendor's name	ANUSHKA ZEBA KHALEED	Date	/	/
Vendor's signature	<div></div>			

Purchaser's name		Date	/	/
Purchaser's signature	<div></div>			
Purchaser's name		Date	/	/
Purchaser's signature	<div></div>			

## 1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: \$3,000.00

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

Not Applicable

### 1.3 Terms Contract

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

Not Applicable

### 1.4 Sale Subject to Mortgage

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

Not Applicable

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable

### 2.2 Owner Builder

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

Not Applicable

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s

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

Not Applicable

### 3.2 Road Access

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

☐

### 3.3 Designated Bushfire Prone Area

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

☒

### 3.4 Planning Scheme

## 4. NOTICES

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

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

Not Applicable

### 4.2 Agricultural Chemicals

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

NIL

### 4.3 Compulsory Acquisition

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

NIL

## 5. BUILDING PERMITS

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

Not Applicable

## 6. OWNERS CORPORATION

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

Not Applicable

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

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

Not Applicable

## 8. SERVICES

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

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

## 9. TITLE

Attached are copies of the following documents:

### 9.1 ☒ (a) Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable

### 10.2 Staged Subdivision

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

*Subdivision Act 1988.*

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

### **10.3 Further Plan of Subdivision**

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

Not Applicable

## **11. DISCLOSURE OF ENERGY INFORMATION**

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

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

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

Not Applicable

## **12. DUE DILIGENCE CHECKLIST**

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

Is attached

## **13. ATTACHMENTS**

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

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

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

---

# Due diligence checklist

## What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

(04/10/2016)



## **Land boundaries**

### **Do you know the exact boundary of the property?**

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

## **Planning controls**

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

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

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

### **Are there any proposed or granted planning permits?**

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### **Do you know your rights when buying a property?**

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

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

Page 1 of 1

VOLUME 12494 FOLIO 401

Security no : 124109063204S

Produced 13/09/2023 03:01 PM

### LAND DESCRIPTION

Lot 2162 on Plan of Subdivision 902066Q.  
PARENT TITLE Volume 12494 Folio 254  
Created by instrument PS902066Q 09/08/2023

### REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

ANUSHKA ZEB KHALEED of 27 TERRENE TERRACE POINT COOK VIC 3030  
AX185119R 24/08/2023

### ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS902066Q 09/08/2023

Expiry Date 30/06/2031

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

AU935464V 21/10/2021

### DIAGRAM LOCATION

SEE PS902066Q FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS902066Q (B)	PLAN OF SUBDIVISION	Registered	09/08/2023
AX185118T (E)	DISCHARGE OF MORTGAGE	Registered	24/08/2023
AX185119R (E)	TRANSFER	Registered	24/08/2023

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

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

### ADMINISTRATIVE NOTICES

NIL

eCT Control 21116K RUMANA PTY LTD  
Effective from 24/08/2023

DOCUMENT END

# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS902066Q</b>
Number of Pages (excluding this cover sheet)	<b>8</b>
Document Assembled	<b>13/09/2023 15:07</b>

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<b>PLAN OF SUBDIVISION</b>				<b>EDITION 1</b>		<b>PS902066Q</b>	
<b>LOCATION OF LAND</b>  <b>PARISH:</b> YARRAWONGA  <b>CROWN ALLOTMENT:</b> 25 <sup>A</sup> (PART), 25 <sup>B</sup> , 26 <sup>A</sup> (PART) & 26 <sup>B</sup> (PART)  <b>TITLE REFERENCE:</b> VOL.12494FOL.254  <b>LAST PLAN REFERENCE:</b> LOT R, PS902065S  <b>POSTAL ADDRESS:</b> WOODS ROAD (at time of subdivision) YARRAWONGA, 3730  <b>MGA CO-ORDINATES</b> E: 411 530 ZONE: 55 (at approx centre of land in plan) N: 6013 440 GDA2020				Council Name: Moira Shire Council  Council Reference Number: 7/2021/99 Planning Permit Reference: 5/2020/223 SPEAR Reference Number: S179468V  <b>Certification</b>  This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6 of the Subdivision Act 1988: 17/11/2022  Public Open Space  A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification  Digitally signed by: Travis John Basham for Moira Shire Council on 05/06/2023  <b>Statement of Compliance</b> issued: 03/08/2023  Public Open Space  A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement is to be satisfied in stage: 10			
<b>VESTING OF ROADS AND/OR RESERVES</b>				<b>NOTATIONS</b>			
<b>IDENTIFIER</b>		<b>COUNCIL/BODY/PERSON</b>		LOTS 1 TO 2109, 2118 TO 2156, 2163 TO 2176 AND 2189 TO 2202 HAVE BEEN OMITTED FROM THIS PLAN.  <u>OTHER PURPOSES OF THIS PLAN</u> REMOVAL OF EASEMENTS E-18, E-19, E-21, E-22, E-23 AND THAT PART OF E-20 ON PS902065S THAT LIE WITHIN ROAD R1 ON THIS PLAN. <u>GROUND FOR REMOVAL OF EASEMENT:</u> SCHEDULE 5 SECTION 14 OF THE ROAD MANAGEMENT ACT 2004.  REMOVAL OF THAT PART OF EASEMENT E-20 ON PS902065S THAT LIES WITHIN LOTS 2161, 2162, 2177, 2178, 2187, 2188, 2203 & 2204 ON THIS PLAN. <u>GROUND FOR REMOVAL OF EASEMENT:</u> BY CONSENT OF THE INTERESTED PARTIES VIDE SEC.6(1)(k)(iv) OF THE SUBDIVISION ACT 1988. MOIRA SHIRE COUNCIL ADVISES THAT THE CARRIAGEWAY EASEMENT E-20 & E-21 ON PS902065S HAS NEVER BEEN DECLARED A PUBLIC HIGHWAY.  <u>CREATION OF RESTRICTIONS - SEE SHEET 8</u>   AREA OF LAND IN THE PLAN: 48.29ha No. OF LOTS & AREA: 32 LOTS - 2.107ha ROADS - 5804m <sup>2</sup> LOT A - 5.283ha BALANCE LOT - 40.32ha			
ROAD R1		MOIRA SHIRE COUNCIL					
<b>NOTATIONS</b>							
DEPTH LIMITATION DOES NOT APPLY							
<b>SURVEY:</b> This plan is based on survey  <b>STAGING</b> This is not a staged subdivision.  Planning Permit No. 5/2020/223  This survey has been connected to permanent marks No(s).  In Proclaimed Survey Area No. 169							
<b>GLANMIRE PARK ESTATE - STAGE 6W</b>							
<b>EASEMENT INFORMATION</b>							
<b>LEGEND:</b> A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)							
<b>Easement Reference</b>	<b>Purpose</b>	<b>Width (Metres)</b>	<b>Origin</b>	<b>Land Benefited/In Favour Of</b>			
			(SEE SHEET 2)				
<b>Millar   Merrigan</b>		<b>SURVEYOR'S REF: 24538S6W</b>		<b>16/03/2023</b>		<b>ORIGINAL SHEET SIZE: A3</b>	<b>SHEET 1 OF 8</b>
Land Development Consultants M(03) 8720 9500 R (03) 5134 8611 www.millarmerrigan.com.au survey@millarmerrigan.com.au SAI GLOBAL Quality ISO 9001		Millar & Merrigan Pty Ltd ACN 005 541 668 Metro 2/126 Merrindale Drive, Croydon 3136 Regional 156 Commercial Road, Morwell 3840 Mail PO Box 247 Croydon, Victoria 3136		Digitally signed by: Byron Page, Licensed Surveyor, Surveyor's Plan Version (6), 05/06/2023, SPEAR Ref: S179468V		<b>PLAN REGISTERED</b> <b>TIME: 2.00pm DATE: 9/8/2023</b> <b>A.R.T.</b> Assistant Registrar of Titles	

PS902066Q

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE AND SEWERAGE	3	PS330606V	LAND IN PS330606V & SHIRE OF YARRAWONGA
E-1	DRAINAGE	3	PS330606V	MOIRA SHIRE
E-1	SEWERAGE	3	PS330606V	NORTH EAST REGION WATER AUTHORITY
E-3	SEWERAGE	3	PS619306A	NORTH EAST REGION WATER CORPORATION
E-5	SEWERAGE	2.50	PS842138X	NORTH EAST REGION WATER CORPORATION
E-6, E-7	DRAINAGE	SEE DIAGRAM	PS842138X	MOIRA SHIRE COUNCIL
E-7	CARRIAGEWAY	SEE DIAGRAM	PS842138X	MOIRA SHIRE COUNCIL
E-9, E-10, E-24	SEWERAGE	SEE DIAGRAM	PS842139V	NORTH EAST REGION WATER CORPORATION
E-10, E-11, E-24	DRAINAGE	SEE DIAGRAM	PS842139V	MOIRA SHIRE COUNCIL
E-10, E-24	CARRIAGEWAY	SEE DIAGRAM	PS843687G	MOIRA SHIRE COUNCIL
E-14	SEWERAGE	SEE DIAGRAM	PS844998H	NORTH EAST REGION WATER CORPORATION
E-15	CARRIAGEWAY	SEE DIAGRAM	PS844997K	MOIRA SHIRE COUNCIL
E-16	DRAINAGE	SEE DIAGRAM	PS844997K	MOIRA SHIRE COUNCIL
E-17	SEWERAGE	SEE DIAGRAM	PS902065S	NORTH EAST REGION WATER CORPORATION
E-18, E-20, E-21, E-22	DRAINAGE	SEE DIAGRAM	PS902065S	MOIRA SHIRE COUNCIL
E-21, E-22, E-24	POWERLINE	1.50	PS902065S - SEC.88 of the ELECTRICITY INDUSTRY ACT 2000	POWERCOR AUSTRALIA LTD.
E-19, E-20, E-21	CARRIAGEWAY	SEE DIAGRAM	THIS PLAN	MOIRA SHIRE COUNCIL

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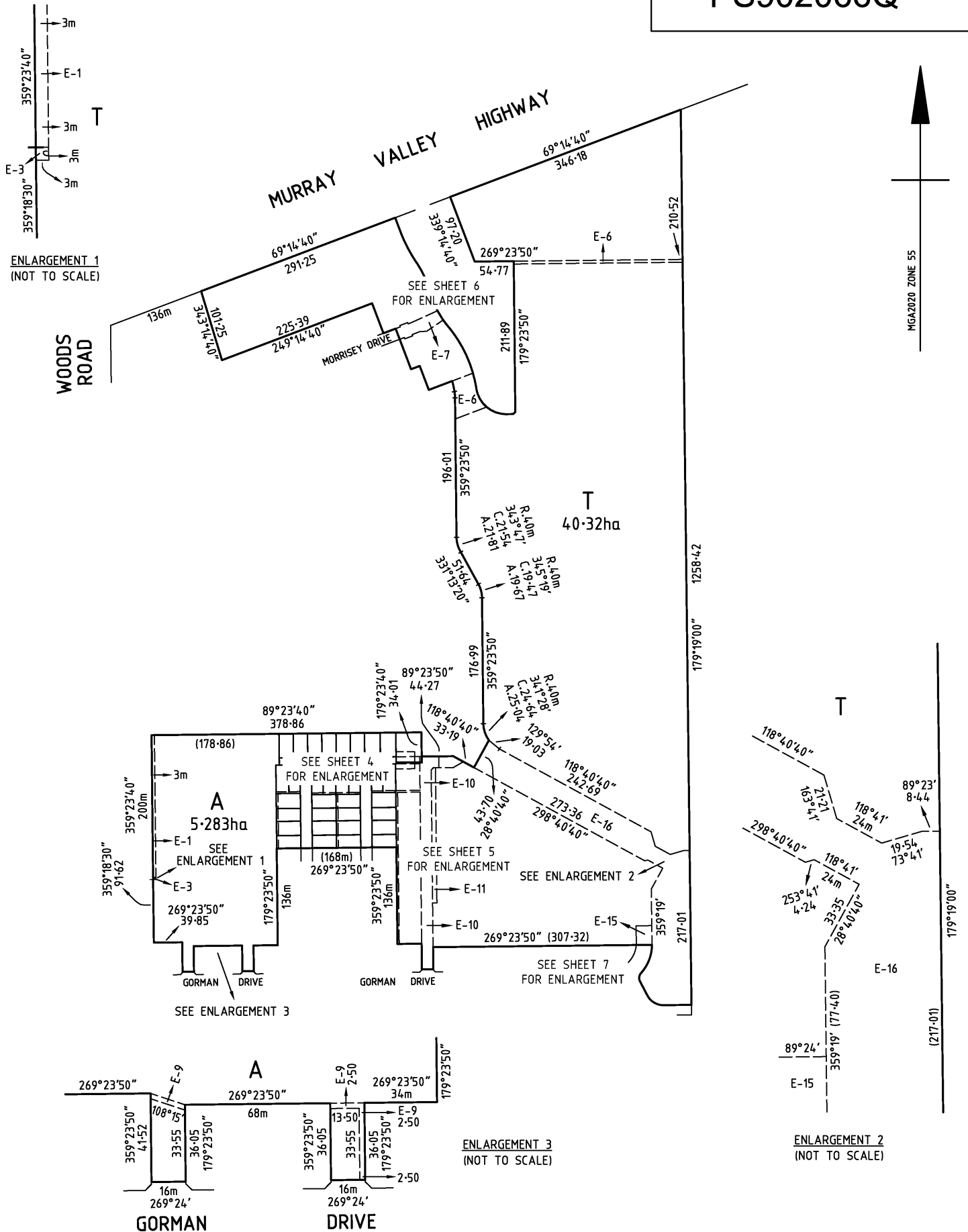
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**SHEET 2**

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SPEAR Ref: S179468V

PS902066Q



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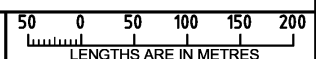
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SCALE  
1:5000

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SHEET 3

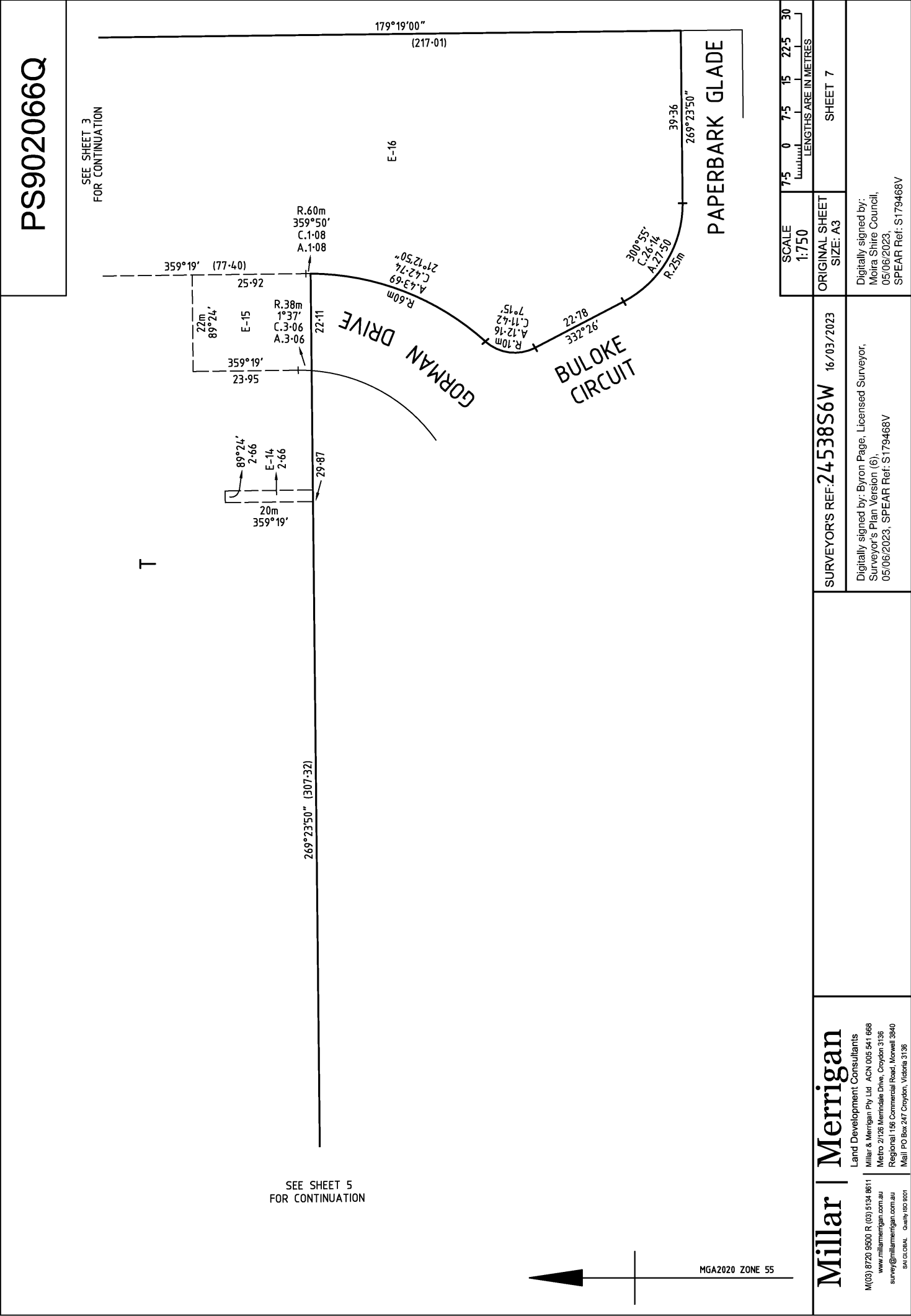
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MGA2020 ZONE 55

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Regional 156 Commercial Road, Norwell 3940

Mail PO Box 247 Croydon, Victoria 3136

OTHER PURPOSE OF THIS PLAN - CREATION OF RESTRICTIONS

The following restriction is to be created upon registration of this plan.

PS902066Q

RESTRICTION No 1:

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

Burdened Land: Lots 2110 to 2117 (both inclusive), 2157 to 2162 (both inclusive), 2177 to 2188 (both inclusive) and 2203 to 2208 (both inclusive) on this plan.

Benefited Land: Lots 2110 to 2117 (both inclusive), 2157 to 2162 (both inclusive), 2177 to 2188 (both inclusive) and 2203 to 2208 (both inclusive) on this plan.

DESCRIPTION OF RESTRICTION:

The burdened land cannot be used except in accordance with the provisions recorded in Memorandum of Common Provisions AA7556.

Expiry date: 30/06/2031

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SIZE: A3

SHEET 8

Digitally signed by:  
Moir Shire Council,  
05/06/2023,  
SPEAR Ref: S179468V



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

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

Produced 13/09/2023 03:07:10 PM

Status	Registered	Dealing Number	AU935464V
Date and Time Lodged	21/10/2021 10:58:59 AM		

### Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	MYM:S173LC: 8470925

## APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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### Privacy Collection Statement

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

### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

12299/520

### Instrument and/or legislation

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

### Applicant(s)

Name	MOIRA SHIRE COUNCIL
Address	
Property Name	MUNICIPAL OFFICES
Street Number	44
Street Name	STATION
Street Type	STREET
Locality	COBRAM
State	VIC
Postcode	3644



# Department of Environment, Land, Water & Planning

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## Electronic Instrument Statement

### Additional Details

Refer Image Instrument

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

---

### Execution

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

Executed on behalf of	MOIRA SHIRE COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	21 OCTOBER 2021

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### File Notes:

NIL

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

Statement End.

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DX 259 Melbourne

## **Agreement under section 173 of the Planning and Environment Act 1987**

**Subject Land: 80 Woods Road, Yarrowonga**

**Moira Shire Council**  
and

**Riverstown Pty Ltd**  
ACN 636 001 860



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

Dated

---

## Parties

Name	<b>Moira Shire Council</b>
Address	44 Station Street, Cobram, Victoria
Short name	<b>Council</b>
Name	<b>Riverstown Pty Ltd ACN 636 001 860</b>
Address	Suite 1312, 401 Docklands Drive, Docklands, VIC 3008
Short name	<b>Owner</b>

---

## Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the Collecting Agency under the Planning Scheme
- C. Council enters into this Agreement in its capacity as the responsible authority and in its capacity as both the Collecting Agency.
- D. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- E. Clause 53.01 applies to the Subject Land. It specifies the contributions required to fund infrastructure necessary as a result of development of the area.
- F. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 5 of the Planning Permit.
- G. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.



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## The Parties agree

---

### 1. Definitions

In this Agreement unless the context admits otherwise:

**Act** means the *Planning and Environment Act 1987*.

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

**CPI** means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

**Current Address** means:

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

**Current Email** means:

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

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

**Estimated Cost** means:

- (c) for the purpose of calculating the Plan Checking Fee, the estimated cost, as agreed by Council, of constructing the Public Works shown on the plans to be checked; and
- (d) for the purpose of calculating the Supervision Fee, the estimated cost, as agreed by Council, of constructing the Public Works to be supervised.

**Indexation** means an annual adjustment to the Satisfaction Fee carried out in accordance with CPI.

**Mortgagee** means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land.

**Open Space Land** means that part of the Subject Land that with the written consent of Council may be provided to Council in lieu of a Public Open Space Contribution.

**Owner** means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.



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**Owner's obligations** includes the Owner's specific obligations and the Owner's further obligations.

**Party** or **Parties** means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

**Plan Checking Fee** means a fee payable to Council by the Owner for checking plans for Public Works and which is payable at the rate of 0.75 per cent of the Estimated Cost.

**Planning Permit** means planning permit no. 5/2020/71, as amended from time to time, issued on 2 September 2020, authorising subdivision and removal of native vegetation on the Subject Land in accordance with the Endorsed Plan.

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

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

**Public Open Space Contribution** means the public open space contribution that the Owner is required to make in respect of the Subject Land being the equivalent of five (5) per cent of the value of the Subject Land in accordance with the requirement under the schedule to clause 53.01 of the Planning Scheme.

**Satisfaction Fee** means a fee payable by the Owner to Council for determining whether any obligation of the Owner set out in this Agreement has been undertaken to Council's satisfaction or deciding whether to give consent for anything this Agreement provides must not be done without the Council's consent.

**Subject Land** means the land situated at 80 Woods Road, Yarrawonga being the land referred to in certificate of title volume 12299 folio 520 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

**Subdivision Act** means the *Subdivision Act 1988 (Vic)*.

---

## 2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;



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- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

---

### **3. Purposes of Agreement**

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 give effect to the Planning Permit; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

---

### **4. Reasons for Agreement**

The Parties acknowledge and agree that Council has entered into this Agreement for the following reasons:

- 4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

---

### **5. Agreement required**

The Parties agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations.

---

### **6. Owner's specific obligations**

#### **6.1 Public Open Space Contribution**

The Owner covenants and agrees that:

- 6.1.1 Except with the prior written consent of Council, the Public Open Space Contribution must be paid before the issue of a Statement of Compliance;
- 6.1.2 if Council provides its prior written consent, a Statement of Compliance may be issued before payment of the Public Open Space Contribution, and in such circumstances, the date of the payment of the Public Open Space Contribution will be to a date determined by Council and to its reasonable satisfaction.
- 6.1.3 if Council provides its prior written consent, the Owner may provide the Public Open Space Contribution in the form of:



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- (a) five (5) per cent of the Subject Land by vesting the Open Space Land in Council unencumbered for municipal purposes; or
- (b) a combination of Open Space Land unencumbered and vested in Council for municipal purposes and a cash payment in lieu, the total value of which equates to the Public Open Space Contribution;

## **6.2 Responsibility for vesting of Open Space Land**

6.2.1 If Open Space Land is to be vested in Council, the Owner:

- (a) must do all things necessary to give effect to the transfer of the Open Space Land to Council and enable the recording of the transfer of the Open Space Land to be made; and
- (b) is responsible for all costs and expenses (including legal expenses) associated with the transfer of any Open Space Land.

---

## **7. Owner's further obligations**

### **7.1 Notice and registration**

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

### **7.2 Further actions**

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act; and
- 7.2.3 agree to do all things necessary to enable Council to do so, including:
  - (a) sign any further agreement, acknowledgment or document; and
  - (b) obtain all necessary consents to enable the recording to be made.

### **7.3 Fees**

The Owner must pay to Council within 14 days after a written request for payment, any:

- 7.3.1 Plan Checking Fee; and
- 7.3.2 Satisfaction Fee.

### **7.4 Council's costs to be paid**

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

- 7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement;



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7.4.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and

7.4.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

## **7.5 Time for determining satisfaction**

If Council makes a request for payment of:

7.5.1 a fee under clause 7.3.2; or

7.5.2 any costs or expenses under clause 7.4.3,

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

## **7.6 Interest for overdue money**

7.6.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.

7.6.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

## **7.7 Notification of compliance with Owner's obligations**

The Owner must notify Council of its compliance with all of the Owner's obligations.

---

## **8. Agreement under s 173 of the Act**

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

---

## **9. Owner's warranties**

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.

---

## **10. Successors in title**

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

10.1 give effect to this Agreement; and

10.2 enter into a deed agreeing to be bound by the terms of this Agreement.



Maddocks

---

## **11. General matters**

### **11.1 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:

- 11.1.1 personally on the other Party;
- 11.1.2 by leaving it at the other Party's Current Address;
- 11.1.3 by posting it by priority prepaid post addressed to the other Party at the other Party's Current Address; or
- 11.1.4 by email to the other Party's Current Email.

### **11.2 Counterparts**

This Agreement may be executed in counterparts, all of which taken together constitute one document.

### **11.3 No waiver**

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

### **11.4 Severability**

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

### **11.5 No fettering of Council's powers**

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

### **11.6 Inspection of documents**

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

### **11.7 Governing law**

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

---

## **12. Commencement of Agreement**

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



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**13. Ending of Agreement**

- 13.1 This Agreement ends when the Owner has complied with all of the Owner's obligations.
- 13.2 After this Agreement has ended, Council will, at the Owner's written request, apply to the Registrar of Titles under s 183(1) of the Act to cancel the record of this Agreement.

AU9354647





Maddocks

## Signing Page

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

The Common Seal of The Moira Shire Council was )  
hereunto affixed this 27 day )  
of September 2021 in the presence of: )



*Allegre*  
Chief Executive Officer

Executed as a deed by Riverstown Pty Ltd ACN 636)  
001 860 in accordance with s 127(1) of the )  
Corporations Act 2001:

*BY Michael Russell Colohan*

Signature of Director

*Liam Malachy Hynes*

Signature of Director/Company Secretary

*MICHAEL RUSSELL COLOHAN*

Print full name

*as Power of Attorney*

*LIAM MALACHY HYNES*

Print full name

### Mortgagee's Consent

RMBL Investments Ltd as Mortgagee under instrument of mortgage no. AU091924N 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.

RMBL INVESTMENTS LIMITED (ACN 004 793 789) as Mortgagee pursuant to Registered Mortgages numbered AU091924N & AU748122T hereby 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.

Signed by RMBL Investments Limited (A C N 004 493 789) by two of its duly appointed Attorneys pursuant to Power of Attorney dated 1 July 2021 and who declare that he/she has at the time of execution of this document no notice of its revocation.

Signature

Name of Attorney

Signature

Name of Attorney

AU93546



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

Produced 13/09/2023 03:07:09 PM

Status	Registered	Dealing Number	AX185119R
Date and Time Lodged	24/08/2023 01:12:02 PM		

### Lodger Details

Lodger Code	21116K
Name	RUMANA PTY LTD
Address	
Lodger Box	
Phone	
Email	
Reference	

## TRANSFER

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

### Privacy Collection Statement

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

### Land Title Reference

12494/401

### Transferor(s)

Name	RIVERSTOWN PTY LTD
ACN	636001860

### Estate and/or Interest being transferred

Fee Simple

### Consideration

\$AUD 169500.00

### Transferee(s)

<b>Tenancy (inc. share)</b>	Sole Proprietor
Given Name(s)	ANUSHKA ZEBA
Family Name	KHALEED
Address	
Street Number	27
Street Name	TERRENE



# Department of Environment, Land, Water & Planning

---

## Electronic Instrument Statement

Street Type	TERRACE
Locality	POINT COOK
State	VIC
Postcode	3030

---

**Duty Transaction ID**  
5782391

---

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

---

### Execution

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

Executed on behalf of	ANUSHKA ZEBA KHALEED
Signer Name	RUMANA JAHAN
Signer Organisation	RUMANA PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	24 AUGUST 2023

---

### Execution

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

Executed on behalf of	RIVERSTOWN PTY LTD
Signer Name	MICHAEL RUSSELL COLDHAM
Signer Organisation	MICHAEL R COLDHAM & ASSOCIATES
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	24 AUGUST 2023

---

### File Notes:

NIL

---

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

Statement End.

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 22 May 2020 12:28 PM

## PROPERTY DETAILS

Address: **39 CAHILLS ROAD YARRAWONGA 3730**  
Lot and Plan Number: **More than one parcel - see link below**  
Standard Parcel Identifier (SPI): **More than one parcel - see link below**  
Local Government Area (Council): **MOIRA**  
Council Property Number: **64568**  
Planning Scheme: **Moira**  
Directory Reference: **Vicroads 668 G11**

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

[Planning Scheme - Moira](#)

This property has 2 parcels. For full parcel details get the free Property report at [Property Reports](#)

## UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**  
Urban Water Corporation: **North East Water**  
Melbourne Water: **Outside drainage boundary**  
Power Distributor: **POWERCOR**

[View location in VicPlan](#)

## STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**  
Legislative Assembly: **OVENS VALLEY**

# PLANNING PROPERTY REPORT

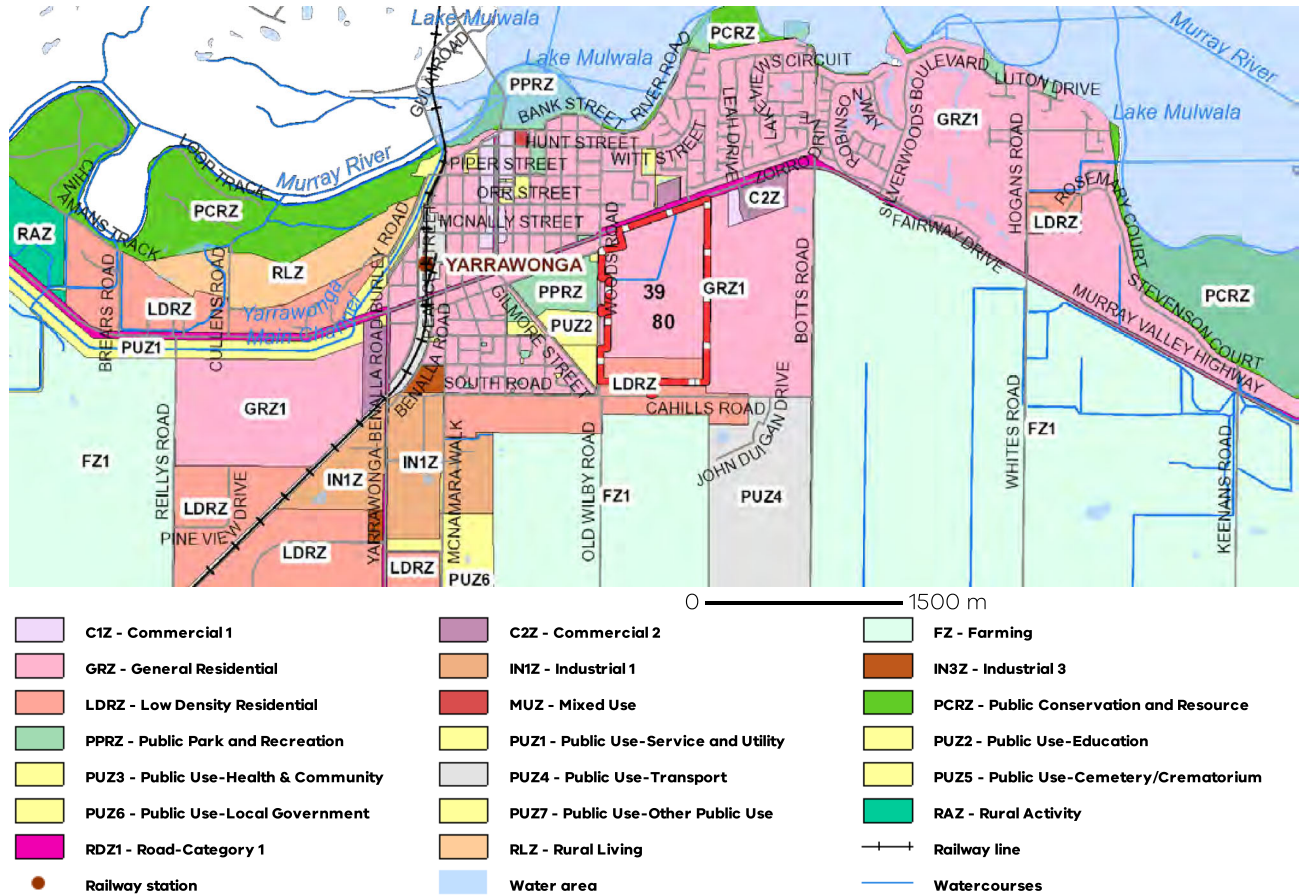
## Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

LOW DENSITY RESIDENTIAL ZONE (LDRZ)

SCHEDULE TO THE LOW DENSITY RESIDENTIAL ZONE (LDRZ)



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



# PLANNING PROPERTY REPORT



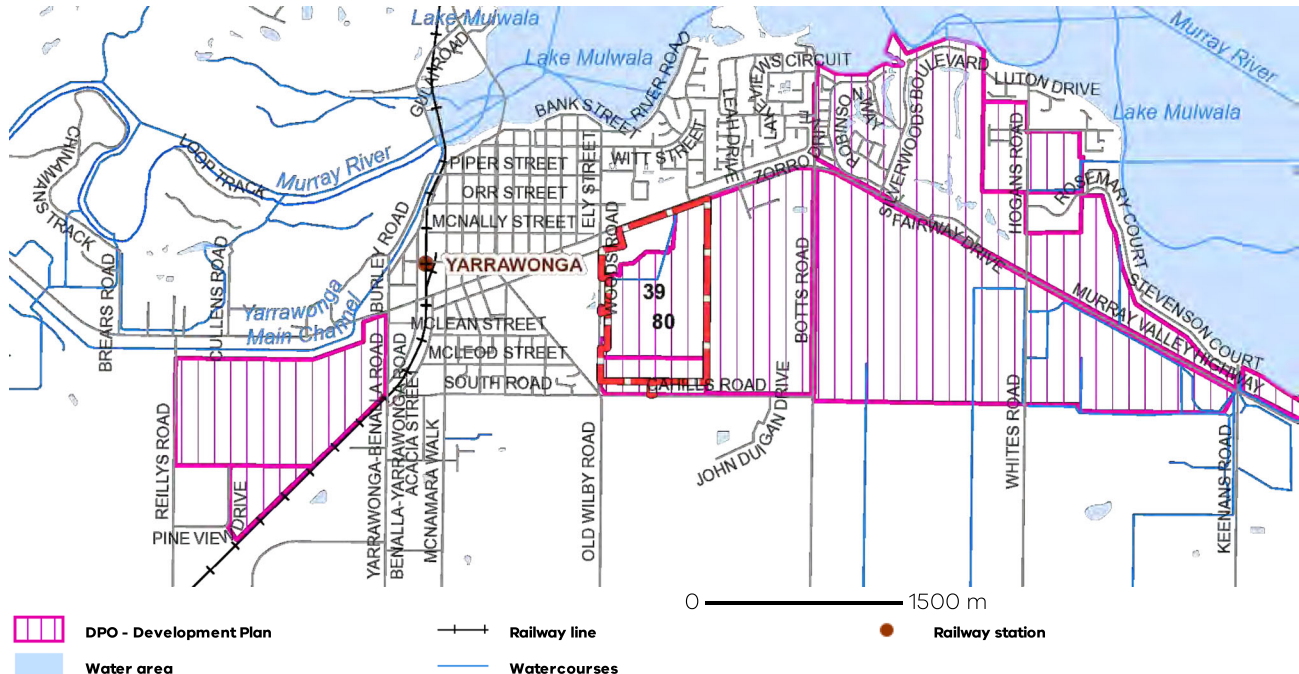
Environment,  
Land, Water  
and Planning

## Planning Overlays

DEVELOPMENT PLAN OVERLAY (DPO)

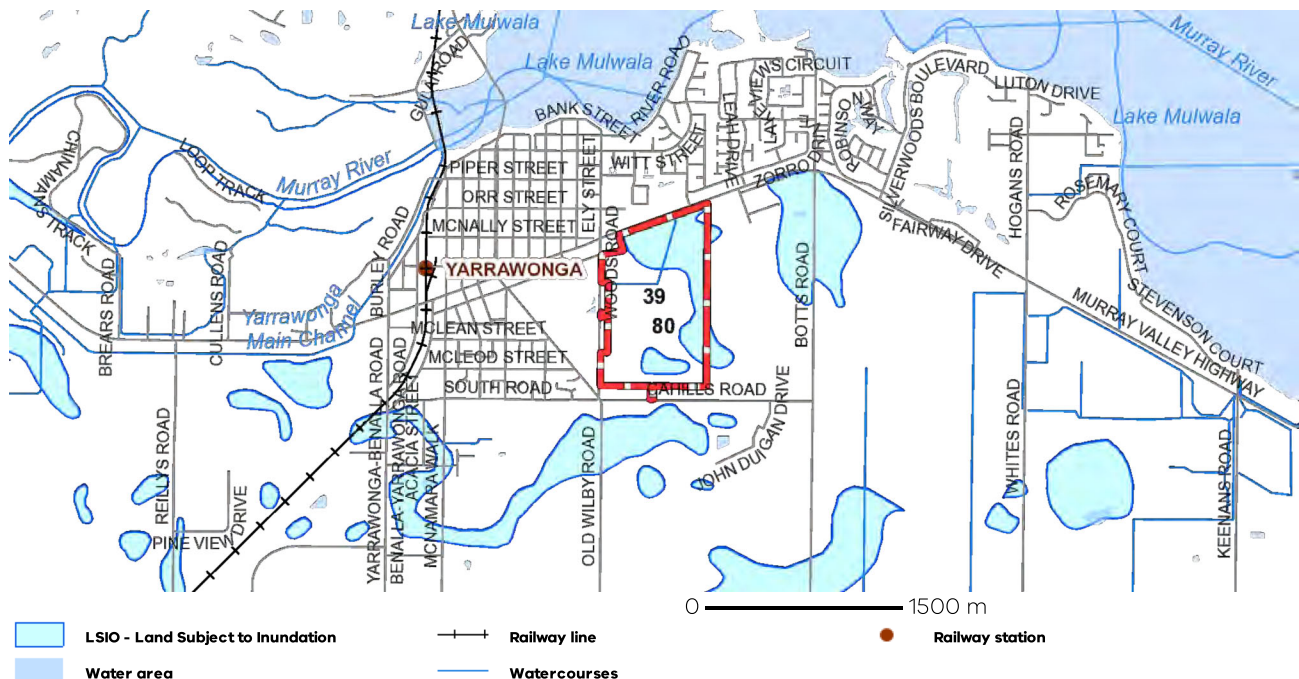
DEVELOPMENT PLAN OVERLAY - SCHEDULE 5 (DPO5)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 7 (DPO7)



LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO)



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

# PLANNING PROPERTY REPORT

## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[AIRPORT ENVIRONS OVERLAY \(AEO\)](#)

[BUSHFIRE MANAGEMENT OVERLAY \(BMO\)](#)

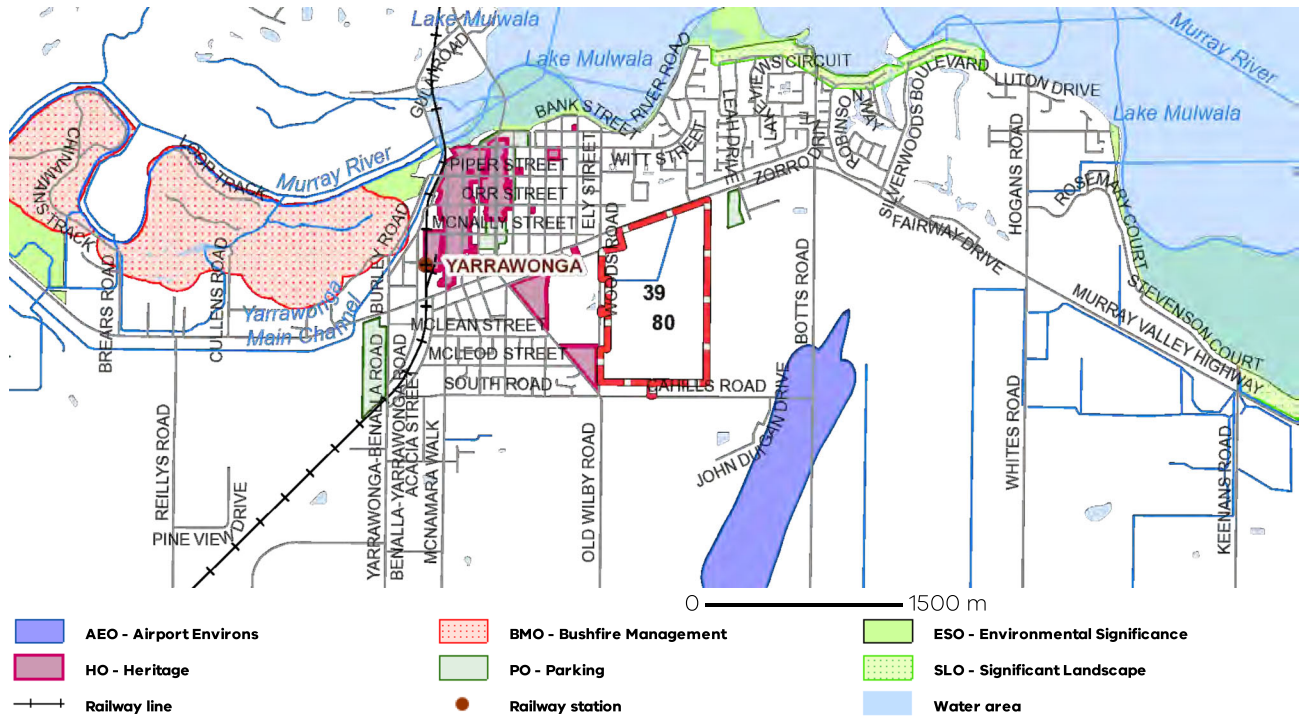
[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[HERITAGE OVERLAY \(HO\)](#)

[PARKING OVERLAY \(PO\)](#)

[RURAL FLOODWAY OVERLAY \(RFO\)](#)

[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)



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



# PLANNING PROPERTY REPORT

## 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.

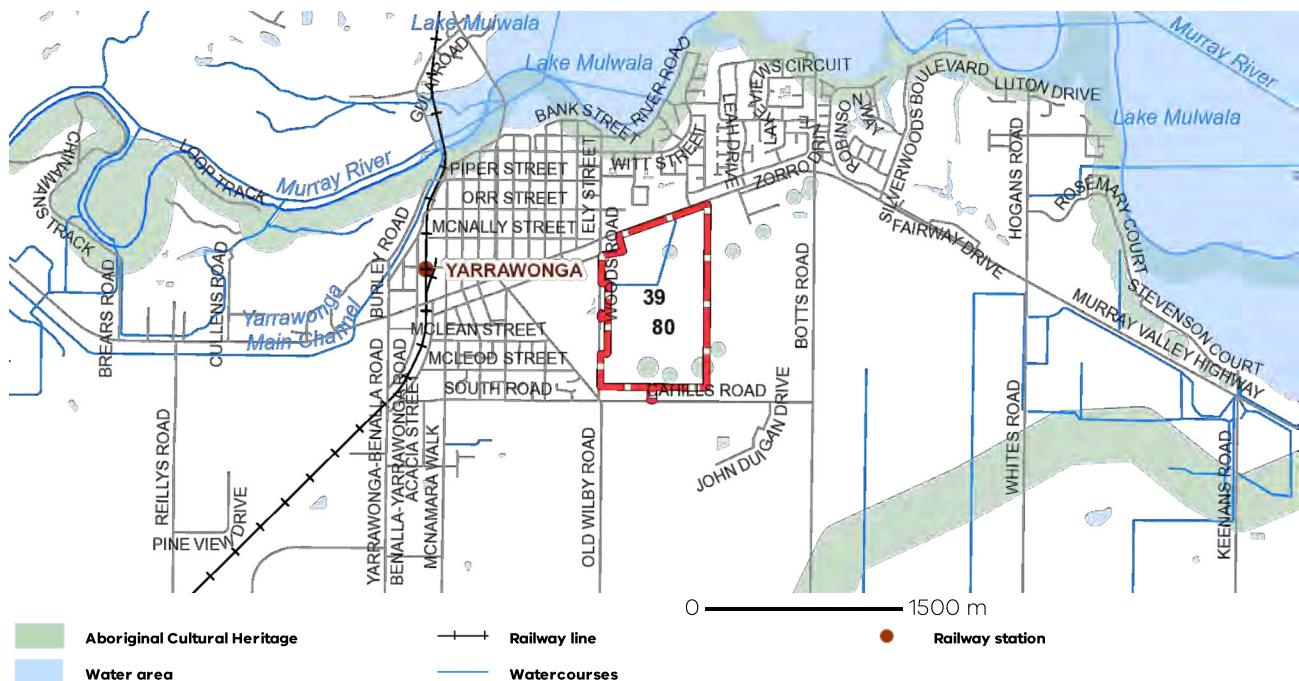
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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.oav.nrms.net.au/oavQuestion1.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>



# PLANNING PROPERTY REPORT

## Further Planning Information

Planning scheme data last updated on 18 May 2020.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

# PLANNING PROPERTY REPORT

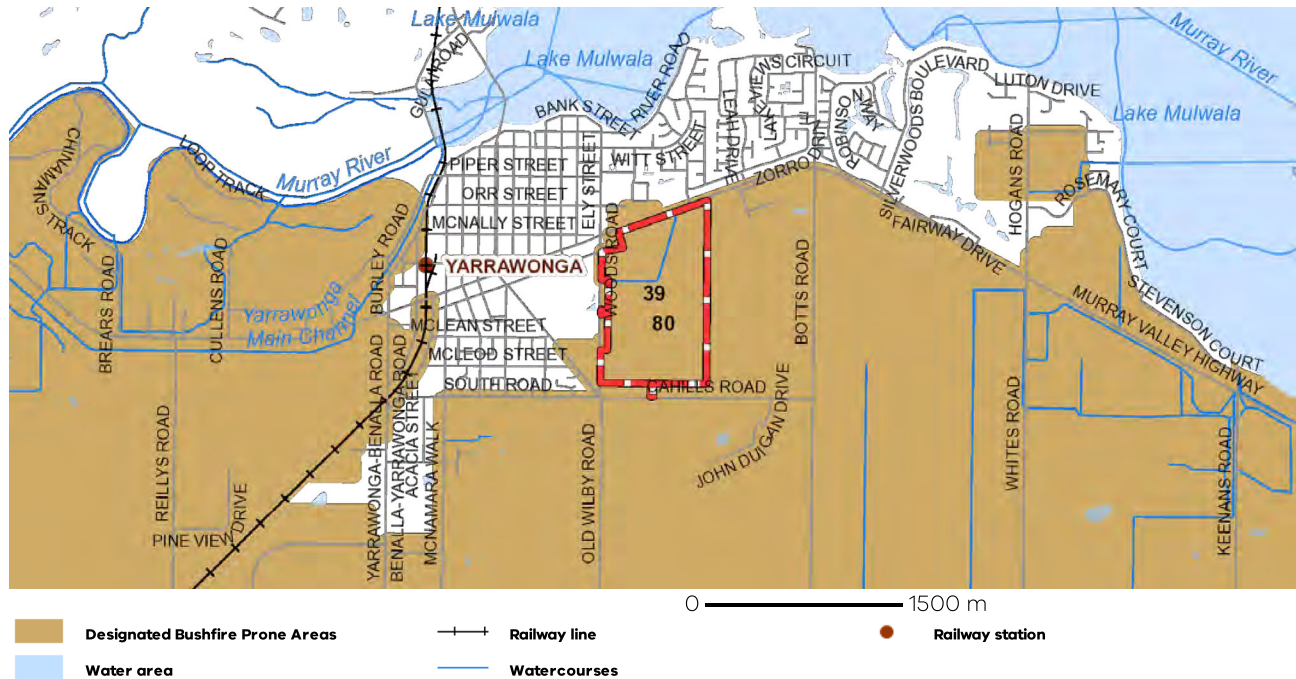


Environment,  
Land, Water  
and Planning

## Designated Bushfire Prone Areas

**This property is in a designated bushfire prone area.**

**Special bushfire construction requirements apply. Planning provisions may apply.**



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

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

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

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>

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



## **Design Guidelines**

J U N E 2 0 2 0



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# VISION

The vision is to create a masterplanned estate in the existing rural township of Yarrawonga.

Our vision is to maintain the natural landscape and create an outdoors lifestyle with generously sized lots, plenty of walking and cycling tracks that will weave through wonderful landscaped grounds.

The design guidelines will assist in protecting and enhancing the value of your new home.





## INTRODUCTION

Welcome to Glanmire Park and congratulations on your purchase.

Your land is part of an exceptional estate with distinct values for urban design and landscape character to ensure a strong sense of community is established. The subdivision has been meticulously designed, by a team of expert consultants, to provide for high quality living in the regional town of Yarrawonga.

### Layout Plan

The Urban Design Guidelines have been developed in accordance with the objectives of the Glanmire Park Development Plan and information provided in the associated background reports. These Design Guidelines have been prepared to accompany a town planning application for subdivision of the subject land.



## OBJECTIVES

The key intent of the Design Guidelines is to ensure that future development respects the landscape significance of the site, while ensuring that the interface between residential lots and the public realm is managed appropriately.

The objectives are outlined as follows:

- ✿ To create a sense of place where the community can enjoy a safe and relaxed lifestyle
- ✿ To create a pedestrian orientated environment
- ✿ Ensure a good outcome particularly in this established attractive area and protecting home investments by promoting quality design;
- ✿ Provide guidance to appropriate built form so that it does not cause detriment to the scenic landscape and street scape environment;
- ✿ Ensure sufficient front and rear setbacks to provide space for new landscaping and create a consistent sense of character through siting.



# APPLICATION

Any proposed development on the subject lots must be submitted to Millar Merrigan planning consultants with an accompanying landscape plan for approval.





## BUILT FORM

### Objective

To discourage visually bulky and obtrusive dwellings and promote high quality architectural design.

### Requirements

- R1 Buildings should meet Clause 54 of the Moira Planning scheme in addition to these guidelines.
- R2 The entry to the home must be visible from the street.
- R3 Passive surveillance should be provided to streets with use of at least one habitable window facing the street scape.
- R4 Built form should not exceed 9m in height and two storeys.
- R5 Garages are to be designed and sited to ensure that they are not dominant upon the street frontage.
- R6 Carports are permitted provided they are located within the side or rear setbacks and are minimally visible from the streetscape.
- R7 Outbuildings for storage must be located to the rear of the dwelling and must not be viewable from the street scape.
- R8 Outbuildings should be chosen in subdued Colorbond® colours to complement the dwellings.



## FAÇADE ARTICULATION

### Objective

To ensure buildings contribute positively to the street scape by using a variety of external finishes and creating interesting and highly articulated façades.

### Requirements

- R1 Two dwellings with the same façade shall not be built within 5 house lots of the original lot
- R2 Dwellings must include a covered porch of a minimum 1.5m in depth.
- R3 Colours and materials should comprise of subdued earthy tones that are reflective of the natural surrounds.



## ROOF LINES

### Objective

To ensure roof designs are complimentary to the street scape, are contemporary in nature and do not dominate the skyline.

### Requirements

- R1 Roof materials may be constructed in Colorbond® roof sheeting or an approved tile material, to embody contemporary Australian design.
- R2 Roofs should be pitched at a minimum 20 degrees.
- R3 Pitched roofs, with the exception of walls on boundaries or facing south, require extended eaves at a minimum 450mm except where parapet walls are provided.
- R4 The use of skillion roofs are permitted at a minimum of 15 degrees with a minimum of two roof planes.
- R5 Parapet walls are encouraged to utilise shading structures above windows if facing north or west for sun protection but must not exceed more than 50% of any façade.
- R6 Air conditioning/Evaporative cooling units mounted on roofs, antennas and satellites should not be visible at the street interface.



## DRIVEWAYS & PATHS

### Objective

To increase permeable areas and maintain space for landscaping to soften hard surfaces.

### Requirements

- R1 A maximum of one crossover per lot is permitted.
- R2 Driveways must be a minimum of 3m wide and upon entry maintain setbacks to side boundaries of at least 0.5m to allow space for landscaping.
- R3 Pedestrian paths of permeable materials should be incorporated in the landscape plans to provide formal access to the dwelling entrance.
- R4 Driveways should be constructed in concrete or permeable pavement systems. The latter is preferable to allow water infiltration into plant root zones.





## BUILDING MATERIALS

### Objective

To ensure materials are complimentary, varied and representative of contemporary architectural design.

### Requirements

- R1 Façades must incorporate at least two aesthetic building materials.
- R2 Any one material should only cover a maximum of 70% of the building façade.
- R3 Garage door materials should be horizontal timber boarding, grooved ply or muted coloured metal cladding representative of timber boards.
- R4 Outbuildings should be chosen in subdued Colorbond® colours to complement the dwellings

### Suggested Materials

- ✿ Brick veneer in an approved colour (no more than two muted tones, no heritage colours);
- ✿ Rendered masonry painted in stripped back tones;
- ✿ Lightweight materials such as weatherboard or feature timber cladding;
- ✿ Stonework; and
- ✿ Painted precast fibre cement cladding.

# COLORBOND® PALETTE



COLORBOND® Steel Colours



## SETBACKS

### Objective

To produce a pattern of spacious areas between dwellings and maintain areas for landscaping.

### Requirements

- R1 Front setbacks must not be less than 5m to the front facade of the dwelling.
- R2 Porches can enter the front setback in accordance with the requirements of clause 54 of the Moira Planning Scheme.
- R3 Side setbacks are permitted to be 'zero' along one boundary, in accordance with the requirements of Clause 54 of the Moira Planning Scheme and must provide a least 1m on the opposite side. A minimum of 2m down one side boundary is preferable.
- R4 Rear setbacks must not be less than 3m to ensure that space for landscaping is maintained. Permeable structures such as pergolas or terraces can encroach on this setback.





## FENCING

### Objective

To facilitate an openness of frontages and permeability with vegetation to create a social environment and contribute to passive surveillance of the street.

The detail of all fencing is to be submitted with plans for approval.

### Requirements

- R1 Front fences are discouraged. If a front fence is desired, the maximum height allowed will be 1.2m, have a minimum of 60% transparency and should reflect the semi rural character, such as low post and rail
- R2 Fencing between lots are to be 1.8m in height and clad with Woodland Grey Colorbond®. On a corner lot this may partially face the streetscape.



## LANDSCAPING

### Objective

To contribute to the attractiveness of the development and the visual quality of the street, as well as to provide a sustainable vegetated and attractive leafy setting for each home.

### Requirements

- R1 At least 40% of the front garden must be landscaped using trees, shrubs, tufting plants, ground covers or lawn.
- R2 Landscape works for the front yard should occur within 6 months of the date of issue of the occupancy permit for each home.  
  
This time frame allows for planting when the weather is less harsh for plants to establish and should be taken into consideration.
- R3 A specified mature deciduous tree must be planted between the front façade of the home and the front street as per the Glanmire Park Landscape Master Plan.
- R4 Where appropriate, the use of drought tolerant and predominantly native species is encouraged.
- R5 Lots that contain retained trees must not be removed, destroyed, lopped or inflicted damage upon to said trees unless deemed hazardous by a qualified arborist and written consent is given by the Responsible Authority.



## Glanmire Park

YARRAWONGA

[info@glanmirepark.com.au](mailto:info@glanmirepark.com.au)

**Murray Valley Highway  
Yarrawonga, Victoria**



Details

LOT/PLAN NUMBER OR CROWN DESCRIPTION

Lot. 59 PS848235  
Lot. 2199 PS902065  
Lot. 41 PS848235  
Lot. 69 PS848236  
Lot. 2113 PS902066  
Lot. 2121 PS902067  
Lot. 2038 PS843687  
Lot. 2033 PS843688  
Lot. 2067 PS844997  
Lot. 2123 PS902067  
Lot. 104 PS848237  
Lot. 2016 PS843686  
Lot. 2006 PS842139  
Lot. 2197 PS902065  
Lot. 2116 PS902066  
Lot. 65 PS848236  
Lot. 8 PS842138  
Lot. 2146 PS902067  
Lot. 32 PS842138  
Lot. 52 PS848235  
Lot. 2184 PS902066  
Lot. 2164 PS902065  
Lot. 2003 PS842139  
Lot. 2143 PS902067  
Lot. 95 PS848236  
Lot. 88 PS848236  
Lot. 2044 PS843687  
Lot. 9 PS842138  
Lot. 2079 PS844997  
Lot. 70 PS848236  
Lot. 2171 PS902065  
Lot. 2139 PS902067  
Lot. 49 PS848235  
Lot. 2061 PS844998  
Lot. 2122 PS902067  
Lot. 2186 PS902066  
Lot. 91 PS848236  
Lot. 2087 PS844997  
Lot. 2124 PS902067  
Lot. 55 PS848235  
Lot. 2163 PS902065  
Lot. 2162 PS902066  
Lot. 2088 PS902067  
Lot. 2115 PS902066  
Lot. 99 PS848236  
Lot. 2 PS903062  
Lot. 2036 PS843687  
Lot. 61 PS848235  
Lot. 2150 PS902067  
Lot. 2166 PS902065  
Lot. 2169 PS902065  
Lot. 2168 PS902065  
Lot. 2066 PS844998  
Lot. 2073 PS844997  
Lot. 2017 PS843686  
Lot. 2176 PS902065  
Lot. 2041 PS843687  
Lot. 2189 PS902065  
Lot. 2147 PS902067  
Lot. 2110 PS902066  
Lot. 2054 PS844998  
Lot. 2185 PS902066  
Lot. 73 PS848236  
Lot. 2042 PS843687  
Lot. 96 PS848236  
Lot. 2138 PS902067  
Lot. 110 PS848237  
Lot. 2205 PS902066  
Lot. 2014 PS843686

ORIENTATION

Unavailable

FRONTAGE

Unavailable

ZONES

GRZ – General Residential Zone – Schedule 1  
LDRZ – Low Density Residential Zone

OVERLAYS

DPO – Development Plan Overlay – Schedule 5  
DPO – Development Plan Overlay – Schedule 7  
LSIO – Land Subject To Inundation Overlay  
LSIO – Land Subject To Inundation Overlay



Lot. 101 PS848236  
Lot. 34 PS842138  
Lot. 2015 PS843686  
Lot. 2051 PS843687  
Lot. 2013 PS842139  
Lot. 68 PS848236  
Lot. 35 PS842138  
Lot. 48 PS848235  
Lot. 2029 PS843688  
Lot. 2177 PS902066  
Lot. RES2 PS842138  
Lot. 2050 PS843687  
Lot. 2030 PS843688  
Lot. 79 PS848236  
Lot. 4 PS842138  
Lot. 37 PS842138  
Lot. 2018 PS843686  
Lot. 2023 PS843688  
Lot. 2022 PS843686  
Lot. 90 PS848236  
Lot. 2181 PS902066  
Lot. 5 PS842138  
Lot. 2180 PS902066  
Lot. 2111 PS902066  
Lot. 2002 PS842139  
Lot. 109 PS848237  
Lot. 2202 PS902065  
Lot. 2092 PS902067  
Lot. 2021 PS843686  
Lot. 108 PS848237  
Lot. 2074 PS844997  
Lot. 2075 PS844997  
Lot. 2195 PS902065  
Lot. 2187 PS902066  
Lot. 2207 PS902066  
Lot. 2193 PS902065  
Lot. 2071 PS844997  
Lot. 2052 PS844998  
Lot. 2031 PS843688  
Lot. 92 PS848236  
Lot. 71 PS848236  
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Lot. 2119 PS902067  
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Lot. 10 PS842138  
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Lot. 2089 PS902067  
Lot. 2174 PS902065  
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Lot. 43 PS848235  
Lot. 72 PS848236  
Lot. 31 PS842138  
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Lot. 53 PS848235

Lot. 2170 PS902065  
Lot. 93 PS848236  
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Lot. 2 PS842138  
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Lot. 2118 PS902067  
Lot. 2028 PS843688  
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Lot. 2046 PS843687  
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Lot. 28 PS842138  
Lot. 6 PS842138  
Lot. 2194 PS902065  
Lot. 74 PS848236  
Lot. 2114 PS902066

**LOCAL GOVERNMENT (COUNCIL)**

Moirā

**LEGAL DESCRIPTION**

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67\PS848236  
28\PS842138  
6\PS842138  
2194\PS902065  
74\PS848236  
2114\PS902066

COUNCIL PROPERTY NUMBER  
64568

LAND SIZE  
865,292m² Approx

State Electorates

LEGISLATIVE COUNCIL  
Northern Victoria Region

LEGISLATIVE ASSEMBLY  
Ovens Valley District

Schools

CLOSEST PRIVATE SCHOOLS  
Sacred Heart Primary School (232 m)  
Sacred Heart School – Senior School (232 m)  
Sacred Heart College (784 m)

CLOSEST PRIMARY SCHOOLS  
Yarrawonga College P-12 (590 m)

CLOSEST SECONDARY SCHOOLS  
Yarrawonga College P-12 (590 m)

Burglary Statistics

POSTCODE AVERAGE  
1 in 162 Homes

STATE AVERAGE  
1 in 76 Homes

COUNCIL AVERAGE  
1 in 119 Homes

Council Information – Moira

PHONE  
03 5871 9222 (Moira)

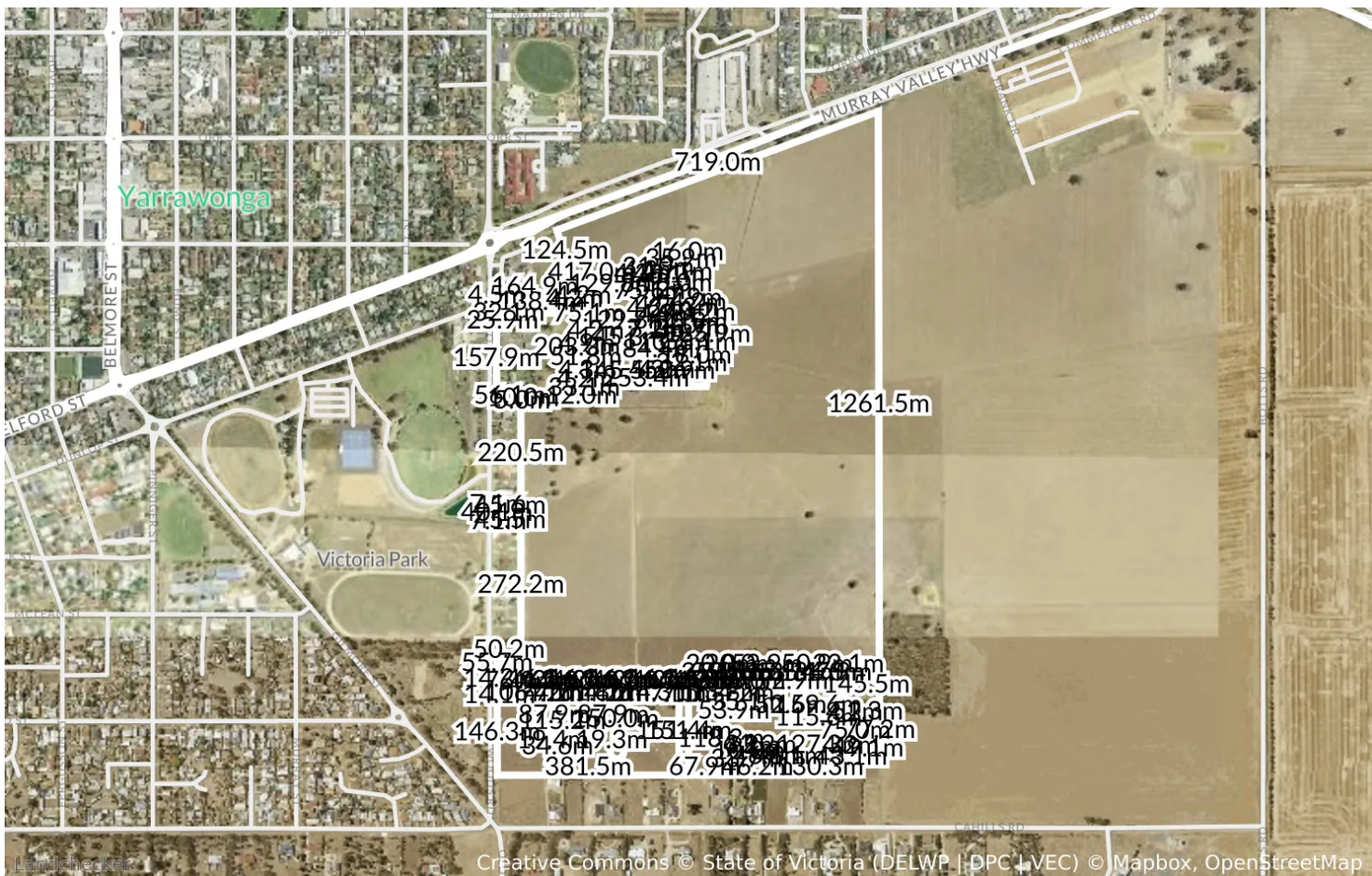
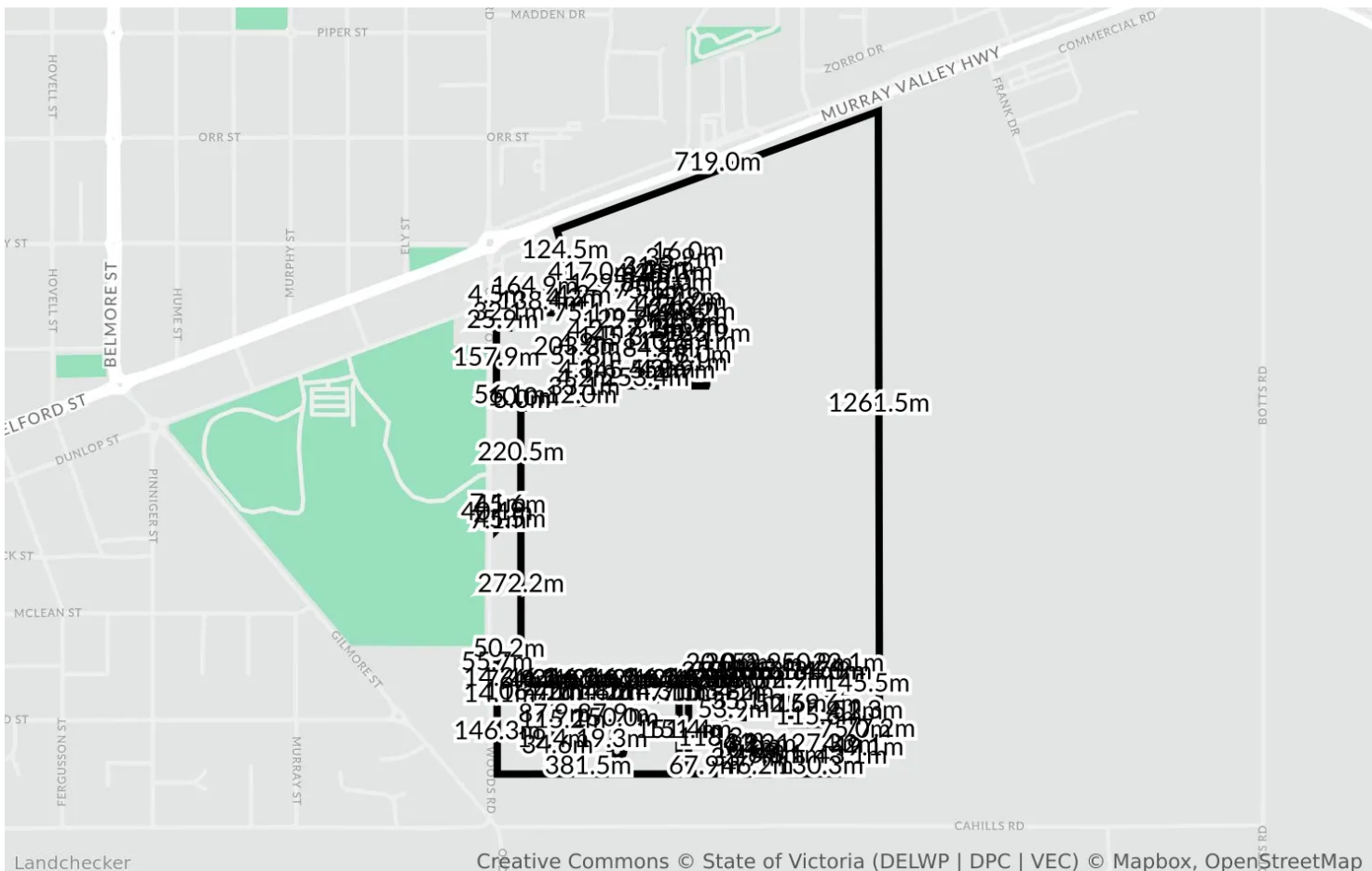
EMAIL  
info@moira.vic.gov.au

WEBSITE



## SITE DIMENSIONS

82 Woods Road, Yarrawonga Vic 3730



# RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

Woods Road, Yarrawonga Vic 3730

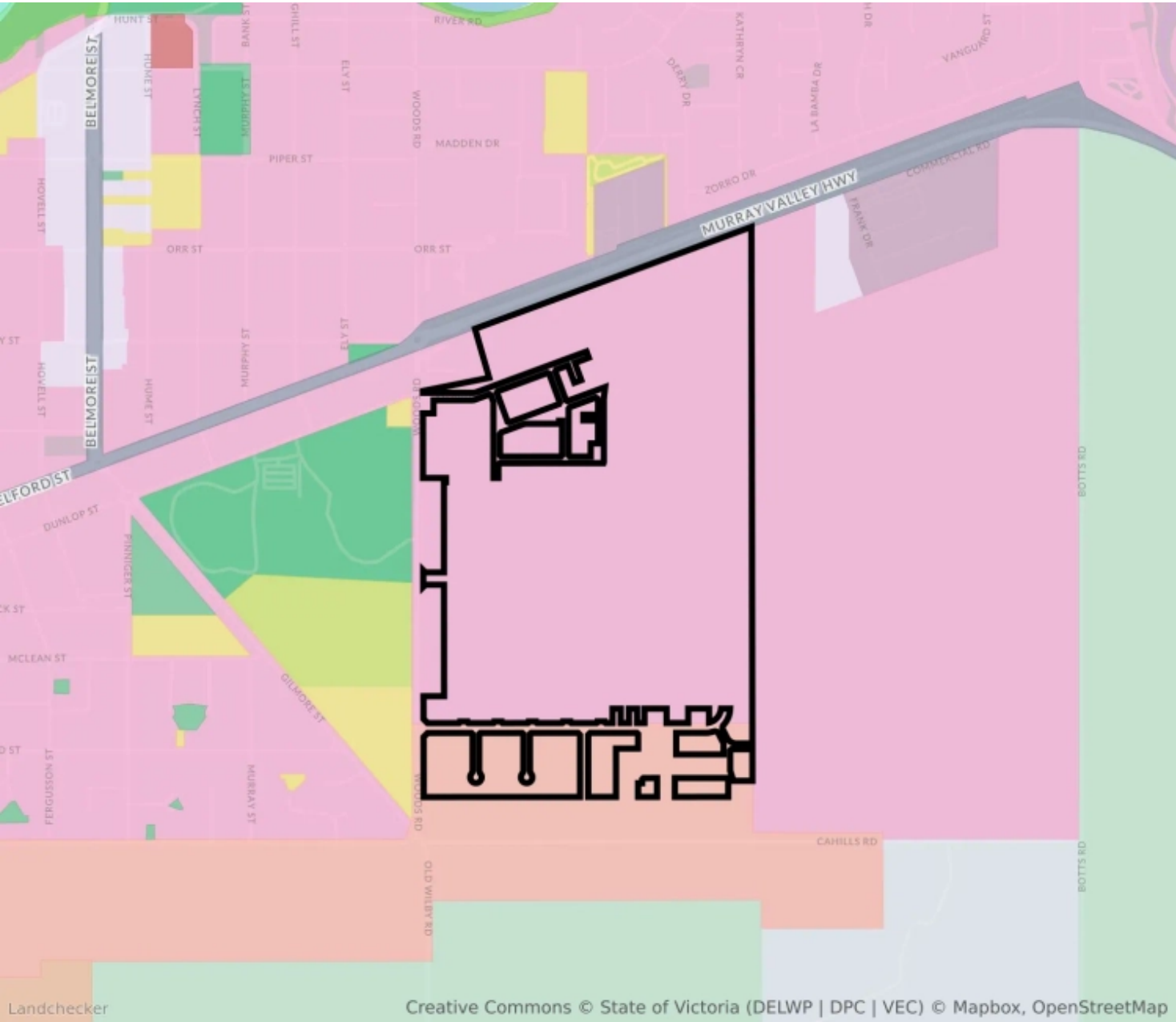
Status	Code	Date	Description
APPROVED	VC234	03/07/2023	The amendment clarifies noise requirements for wind energy facilities and the responsible authority for enforcement matters.
APPROVED	VC227	05/06/2023	Amendment VC227 makes changes to the Victoria Planning Provisions (VPP) and all planning schemes to support the facilitation of container deposit scheme (CDS) infrastructure under the Victorian Governments, Recycling Victoria: a new economy policy.

# PROPOSED PLANNING SCHEME AMENDMENTS

Woods Road, Yarrawonga Vic 3730

Status	Code	Date	Description
PROPOSED	C93moir	17/11/2022	Amendment C93 proposes to: ? Implement the findings of the Major Town?s Review (2018) ? Implement the findings of the Yarrawonga Framework Plan (2020) and Yarrawonga Stormwater Drainage Strategy (2019) ? Updates the Planning Scheme by including new background documents which inform the planning scheme and future decision makers. ? Rezones land in Numurkah to a zone which more accurately reflects the current use of the land and provides for short term industrial development





**GRZ1 – General Residential Zone – Schedule 1**

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To encourage development that respects the neighbourhood character of the area.

To encourage a diversity of housing types and housing growth particularly in locations offering good access to services and transport.

To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

VPP 32.08 General Residential Zone

None specified.

LPP 32.08 Schedule 1 To Clause 32.08 General Residential Zone

For confirmation and detailed advice about this planning zone, please contact MOIRA council on 03 5871 9222.

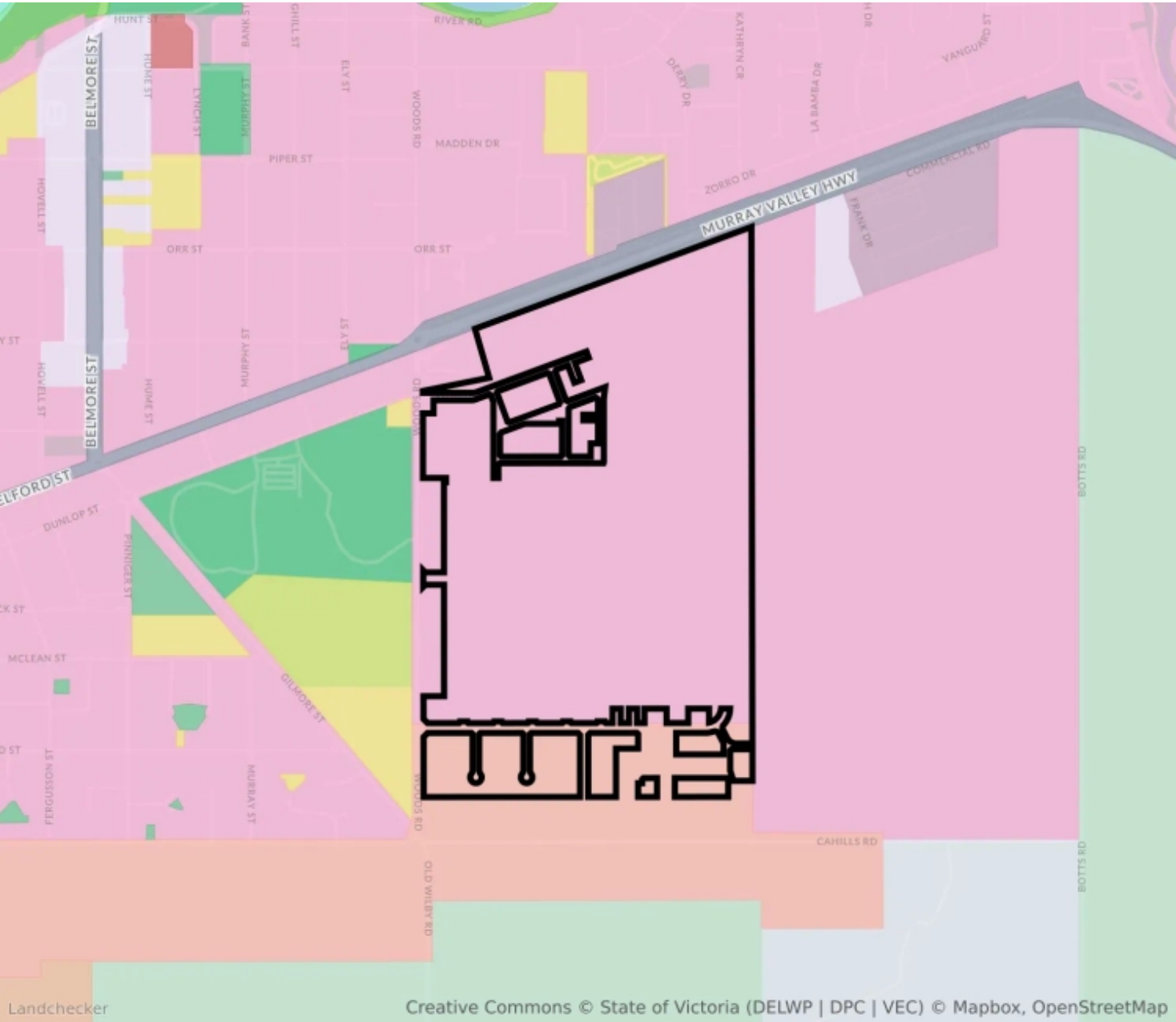
**Other nearby planning zones**

- C1Z – Commercial 1 Zone
- C2Z – Commercial 2 Zone
- C3 – Environmental Conservation

- FZ – Farming Zone
- GRZ – General Residential Zone
- IN1Z – Industrial 1 Zone
- IN3Z – Industrial 3 Zone
- LDRZ – Low Density Residential Zone
- MUZ – Mixed Use Zone
- PCRZ – Public Conservation And Resource Zone
- PPRZ – Public Park And Recreation Zone
- PUZ – Public Use Zone
- RAZ – Rural Activity Zone
- RE2 – Private Recreation
- RLZ – Rural Living Zone
- SP2 – Infrastructure
- TRZ1 – Transport Zone



- TRZ2 - Transport Zone
- TRZ4 - Transport Zone
- W1 - Natural Waterways
- W2 - Recreational Waterways



**LDRZ - Low Density Residential Zone**

To implement the Municipal Planning Strategy and the Planning Policy Framework.  
To provide for low-density residential development on lots which, in the absence of reticulated sewerage, can treat and retain all wastewater.

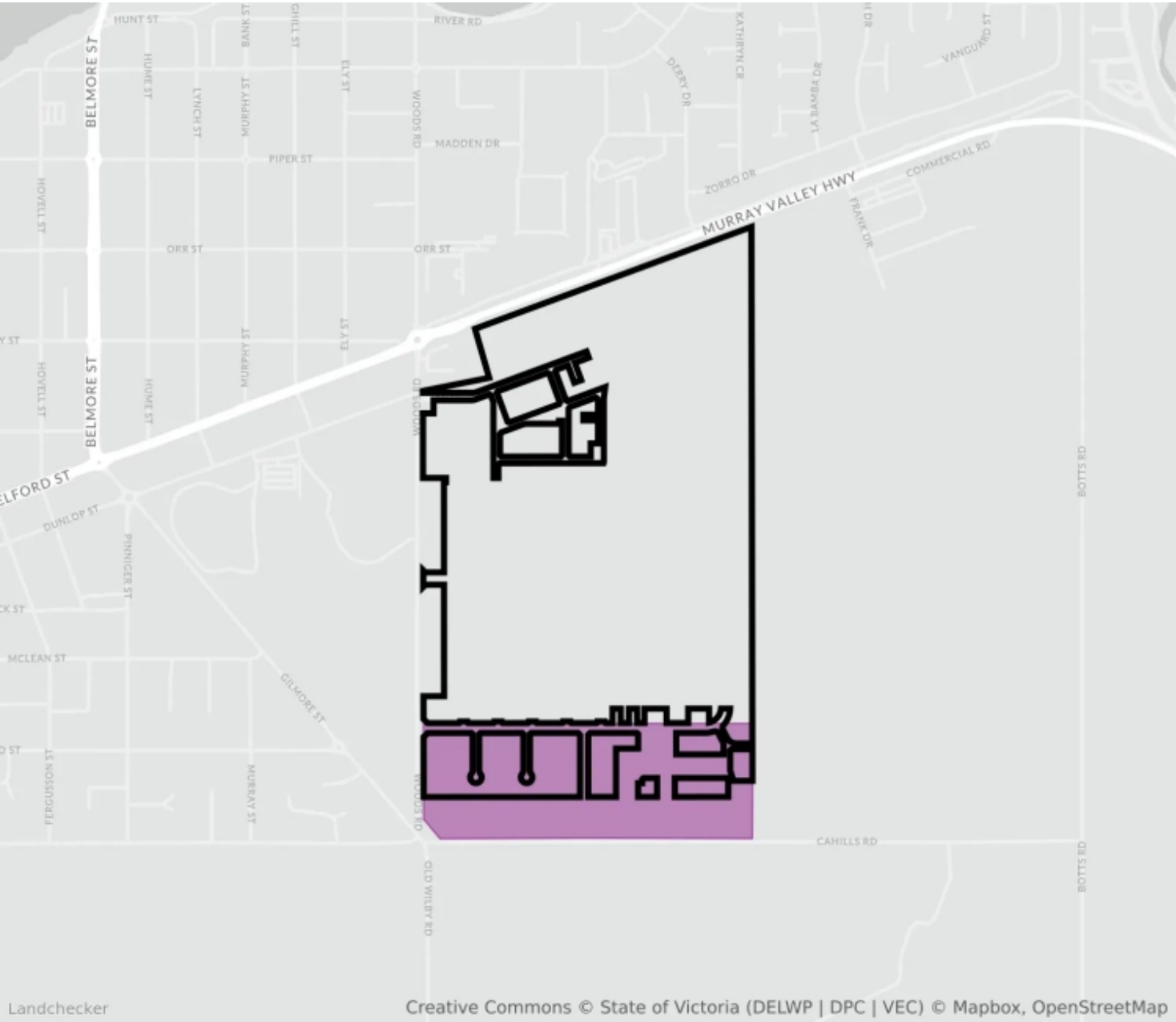
VPP 32.03 Low Density Residential Zone  
LPP 32.03 Schedule To Clause 32.03 Low Density Residential Zone

For confirmation and detailed advice about this planning zone, please contact MOIRA council on 03 5871 9222.

Other nearby planning zones

- C1Z - Commercial 1 Zone
- C2Z - Commercial 2 Zone
- C3 - Environmental Conservation
- FZ - Farming Zone
- GRZ - General Residential Zone
- IN1Z - Industrial 1 Zone
- IN3Z - Industrial 3 Zone

- LDRZ - Low Density Residential Zone
- MUZ - Mixed Use Zone
- PCRZ - Public Conservation And Resource Zone
- PPRZ - Public Park And Recreation Zone
- PUZ - Public Use Zone
- RAZ - Rural Activity Zone
- RE2 - Private Recreation
- RLZ - Rural Living Zone
- SP2 - Infrastructure
- TRZ1 - Transport Zone
- TRZ2 - Transport Zone
- TRZ4 - Transport Zone
- W1 - Natural Waterways
- W2 - Recreational Waterways



**DPO5 – Development Plan Overlay – Schedule 5**

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify areas which require the form and conditions of future use and development to be shown on a development plan before a permit can be granted to use or develop the land.

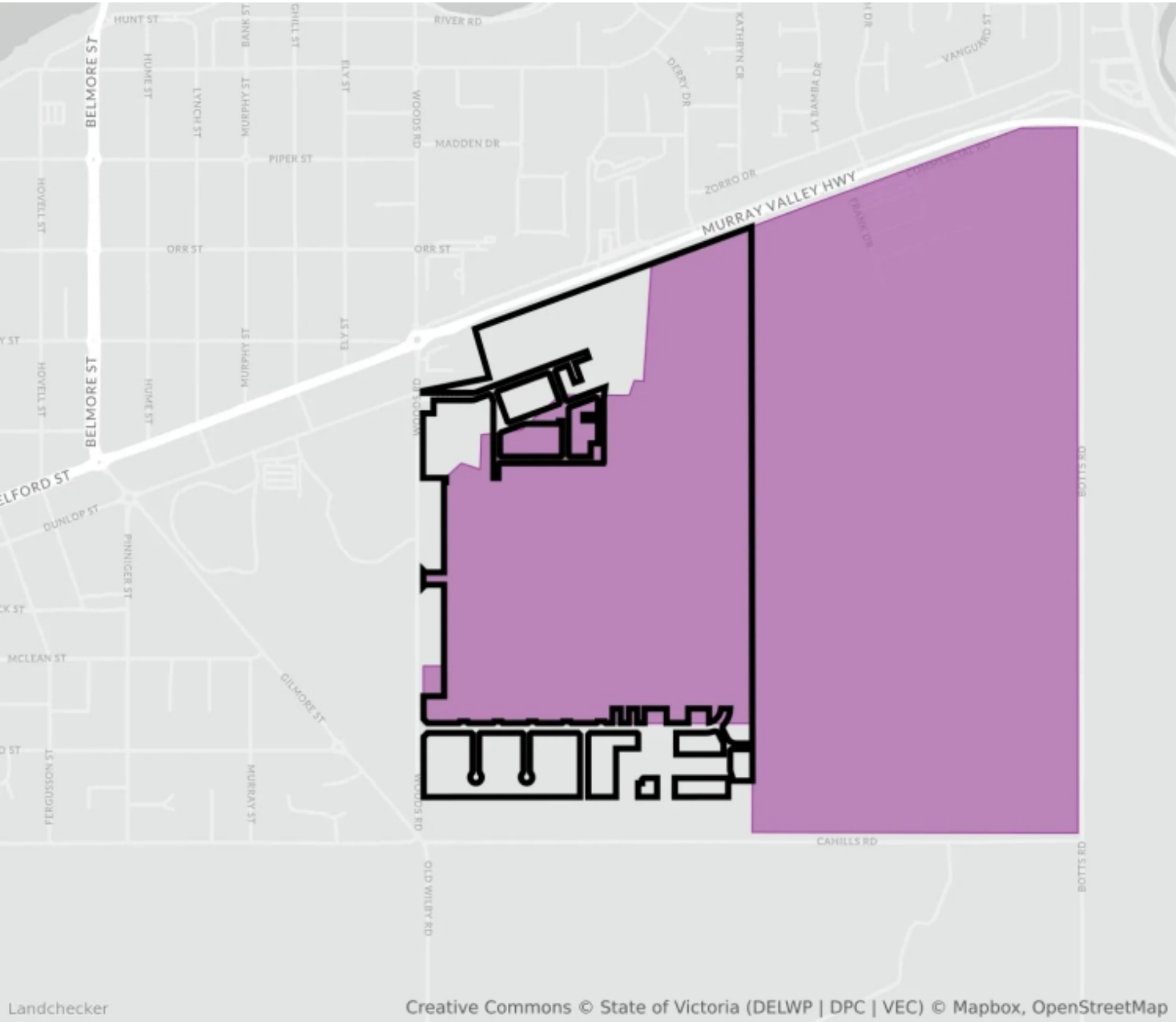
To exempt an application from notice and review if a development plan has been prepared to the satisfaction of the responsible authority.

VPP 43.04 Development Plan Overlay

None specified.

LPP 43.04 Schedule 5 To Clause 43.04 Development Plan Overlay

For confirmation and detailed advice about this planning overlay, please contact MOIRA council on 03 5871 9222.



**DPO7 – Development Plan Overlay – Schedule 7**

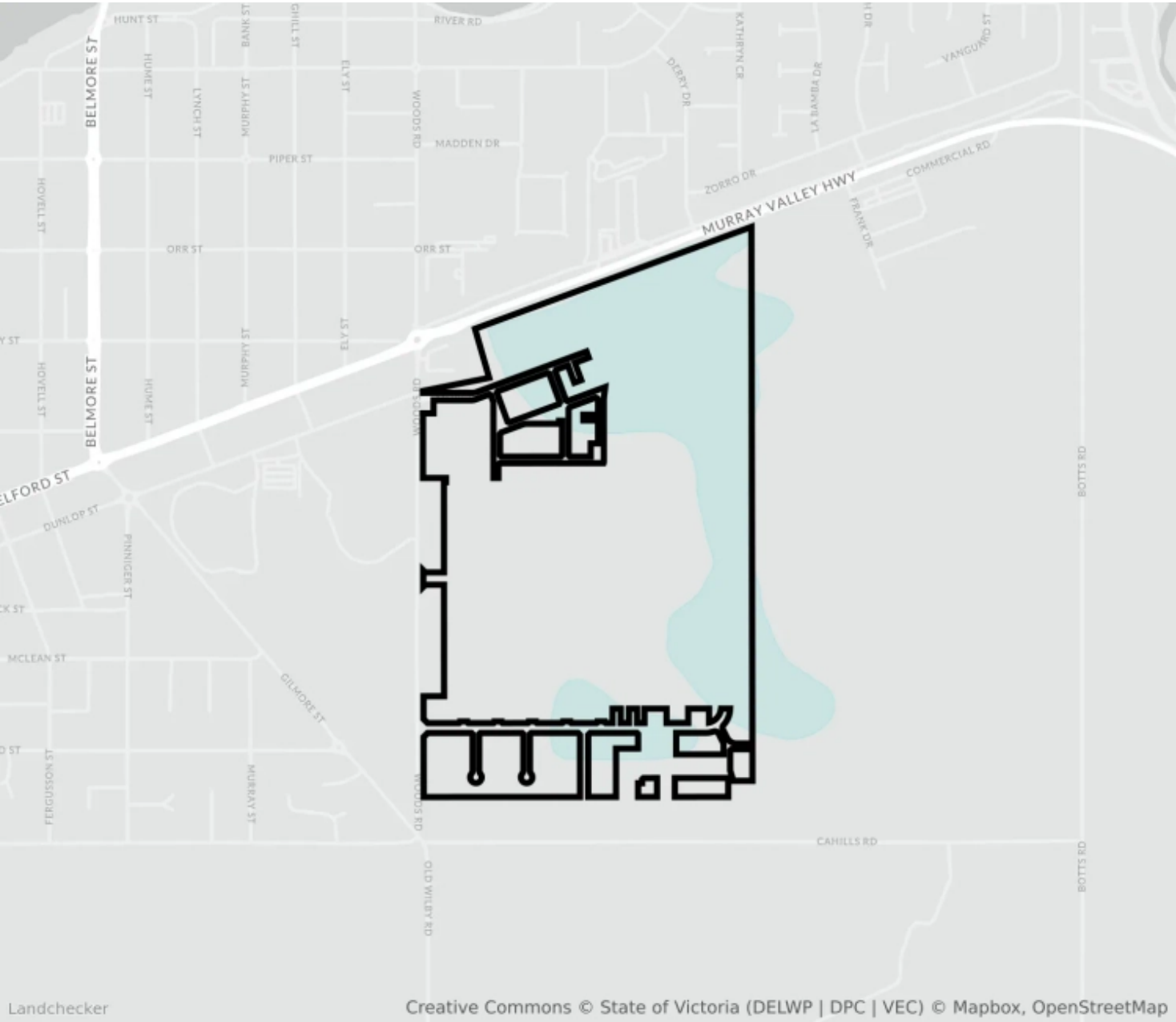
To implement the Municipal Planning Strategy and the Planning Policy Framework.  
To identify areas which require the form and conditions of future use and development to be shown on a development plan before a permit can be granted to use or develop the land.  
To exempt an application from notice and review if a development plan has been prepared to the satisfaction of the responsible authority.

VPP 43.04 Development Plan Overlay

None specified.

LPP 43.04 Schedule 7 To Clause 43.04 Development Plan Overlay

For confirmation and detailed advice about this planning overlay, please contact MOIRA council on 03 5871 9222.



**LSIO – Land Subject To Inundation Overlay**

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify flood prone land in a riverine or coastal area affected by the 1 in 100 (1 per cent Annual Exceedance Probability) year flood or any other area determined by the floodplain management authority.

To ensure that development maintains the free passage and temporary storage of floodwaters, minimises flood damage, responds to the flood hazard and local drainage conditions and will not cause any significant rise in flood level or flow velocity.

To minimise the potential flood risk to life, health and safety associated with development.

To reflect a declaration under Division 4 of Part 10 of the Water Act, 1989.

To protect water quality and waterways as natural resources by managing urban stormwater, protecting water supply catchment areas, and managing saline discharges to minimise the risks to the environmental quality of water and groundwater.

To ensure that development maintains or improves river, marine, coastal and wetland health, waterway protection and floodplain health.

VPP 44.04 Land Subject To Inundation Overlay

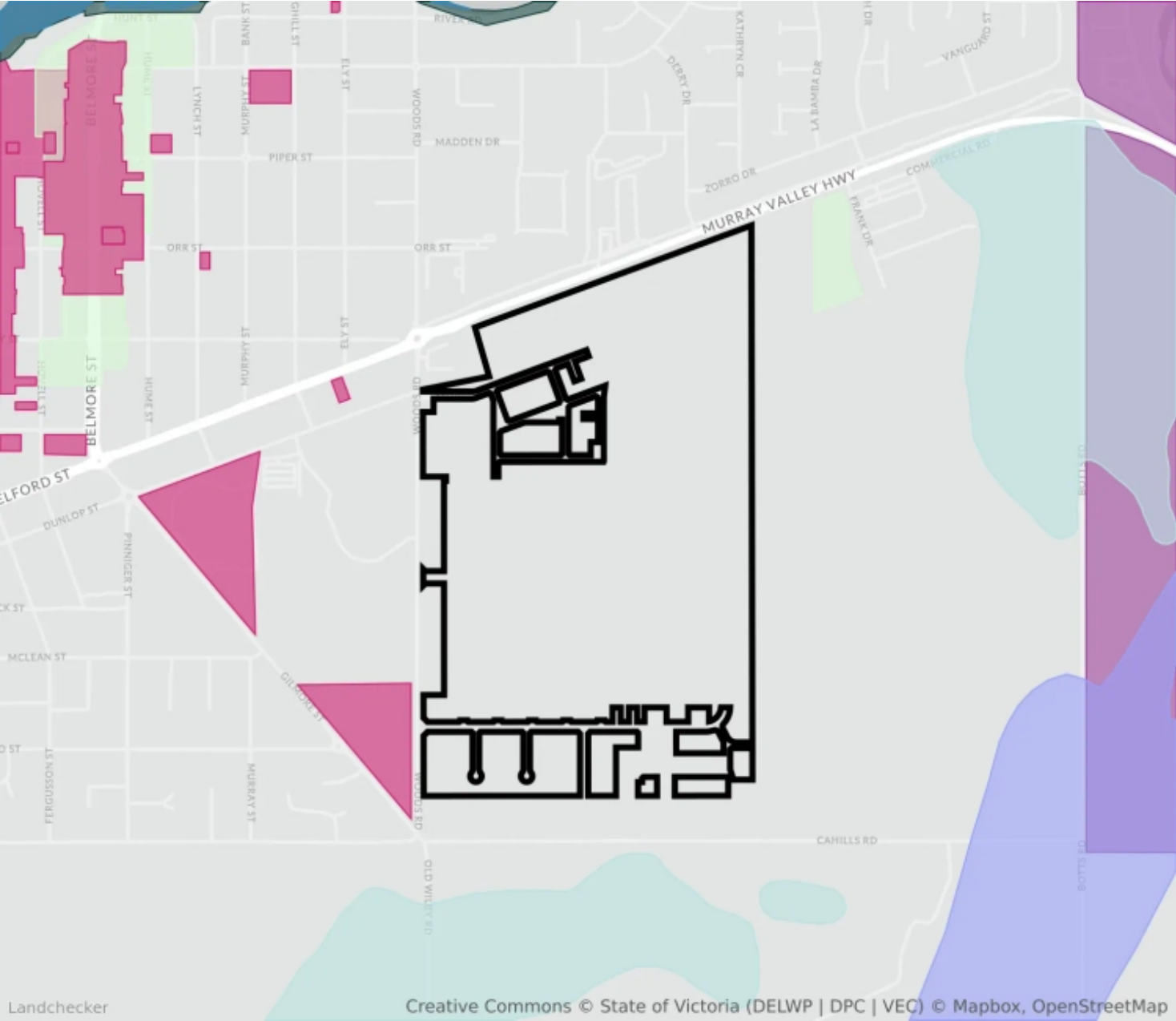
None specified.

LPP 44.04 Schedule To Clause 44.04 Land Subject To Inundation Overlay

For confirmation and detailed advice about this planning overlay, please contact MOIRA council on 03 5871 9222.

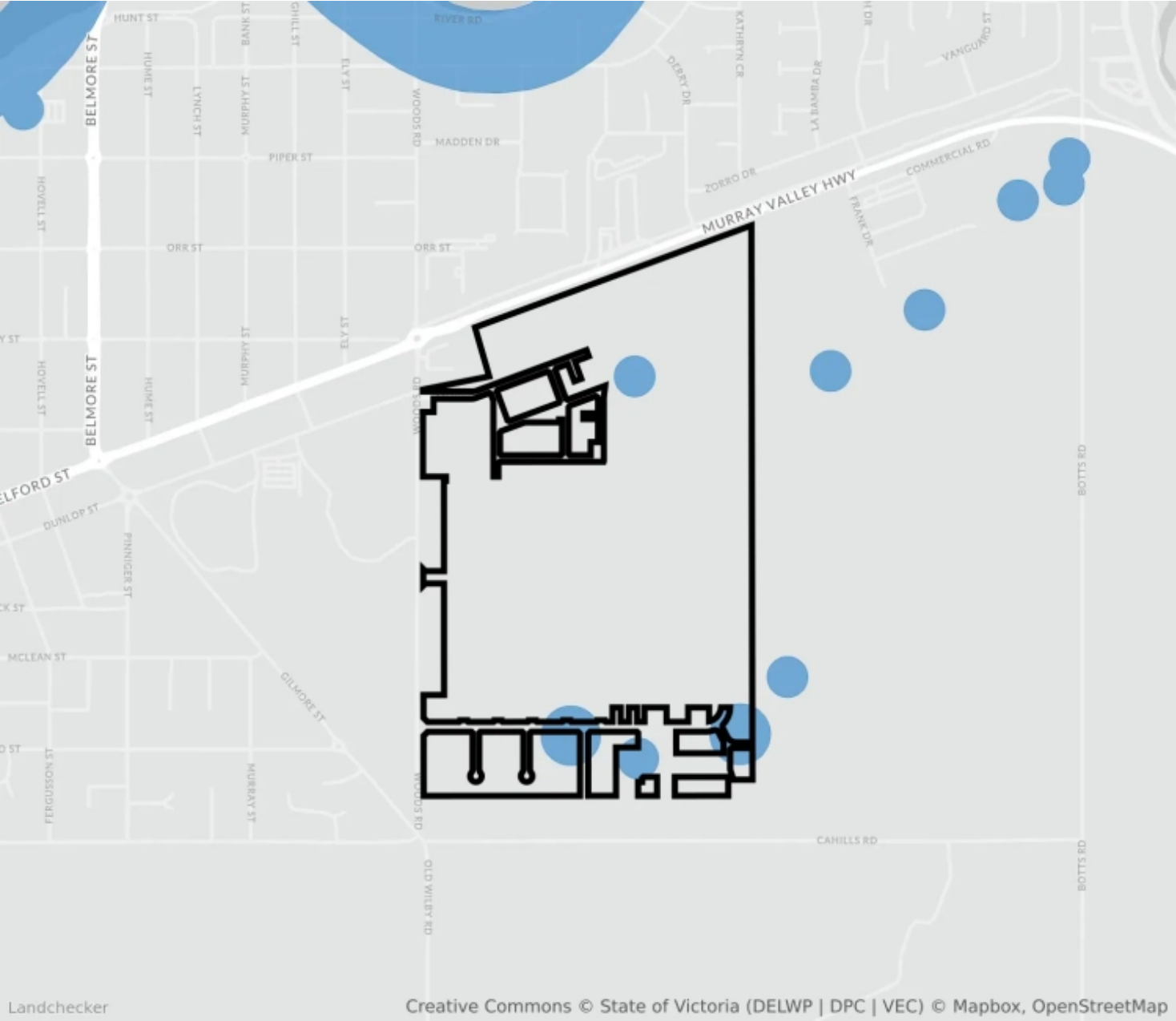
NEARBY OVERLAYS

Woods Road, Yarrowonga Vic 3730



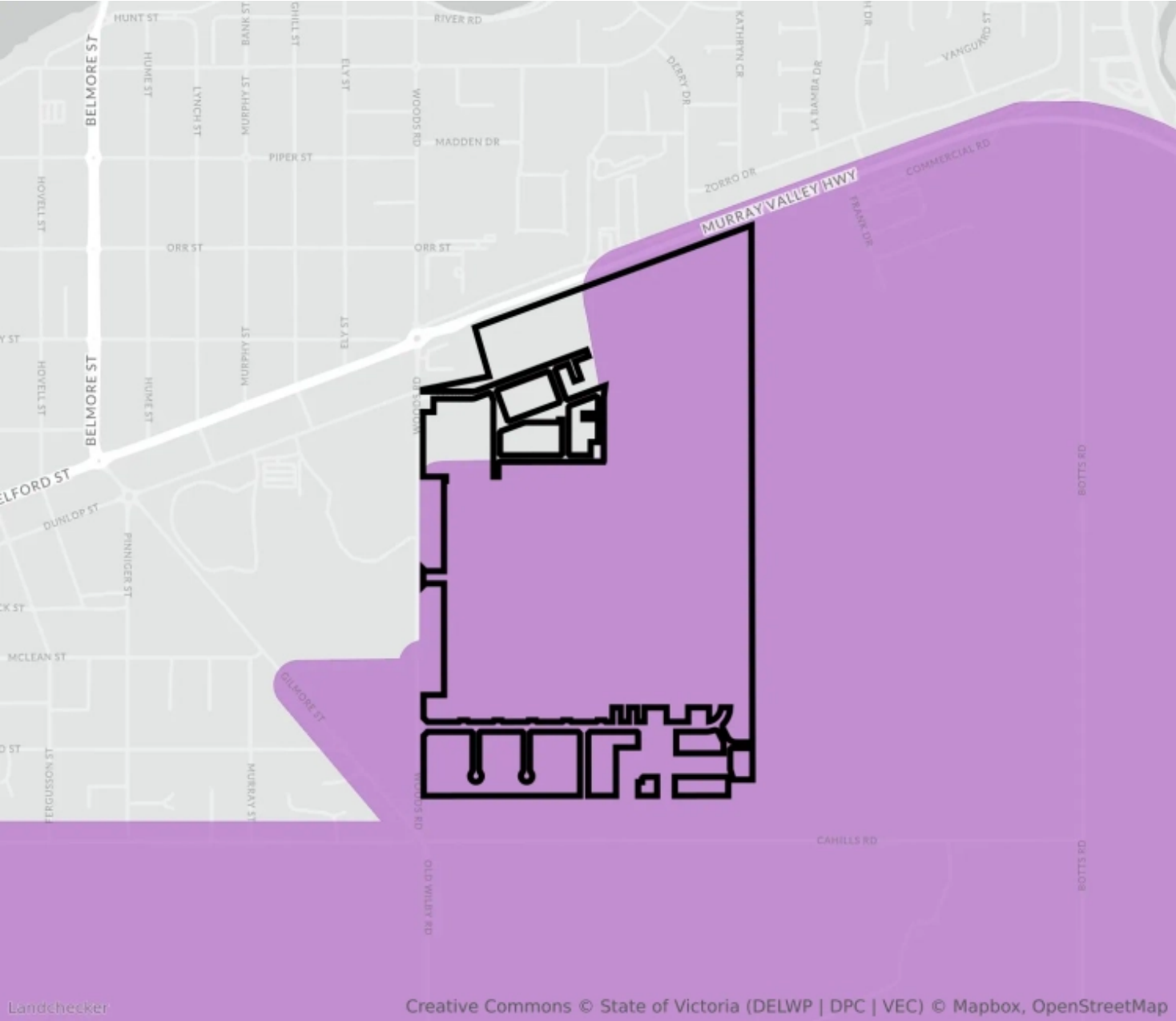
- **AEO – Airport Environs Overlay**
- **BMO – Bushfire Management Overlay**
- **DPO – Development Plan Overlay**
- **ESO – Environmental Significance Overlay**
- **HO – Heritage Overlay**
- **LSIO – Land Subject To Inundation Overlay**
- **PO – Parking Overlay**
- **RFO – Rural Floodway Overlay**
- **SCO – Specific Controls Overlay**
- **SLO – Significant Landscape Overlay**

For confirmation and detailed advice about this planning overlay, please contact MOIRA council on 03 5871 9222.



**Aboriginal Cultural Heritage Sensitivity**

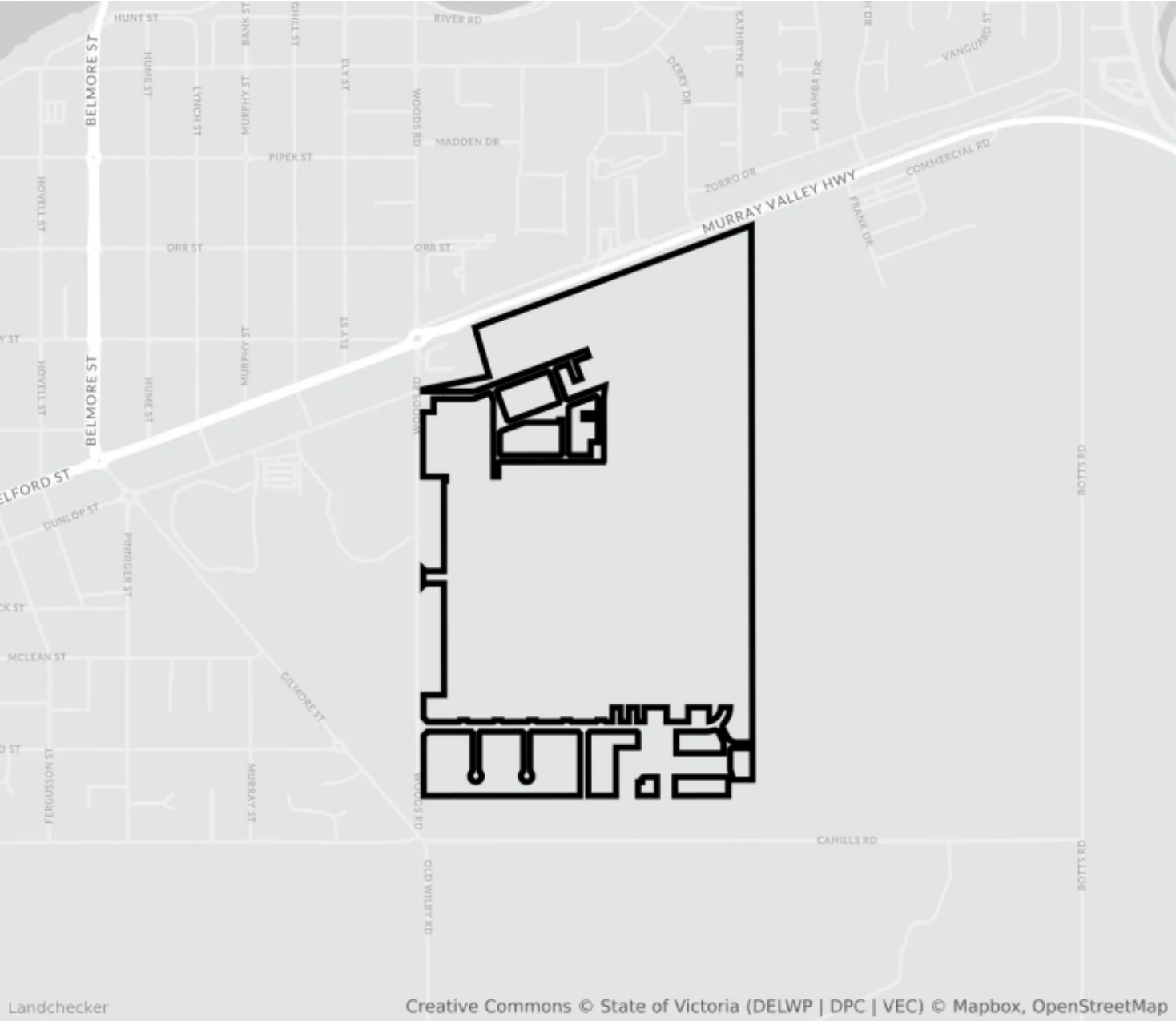
This property is within, or in the vicinity of, one or more areas of cultural heritage sensitivity.  
For confirmation and detailed advice about the cultural sensitivity of this property, please contact MOIRA council on 03 5871 9222.



**Bushfire Prone Area**

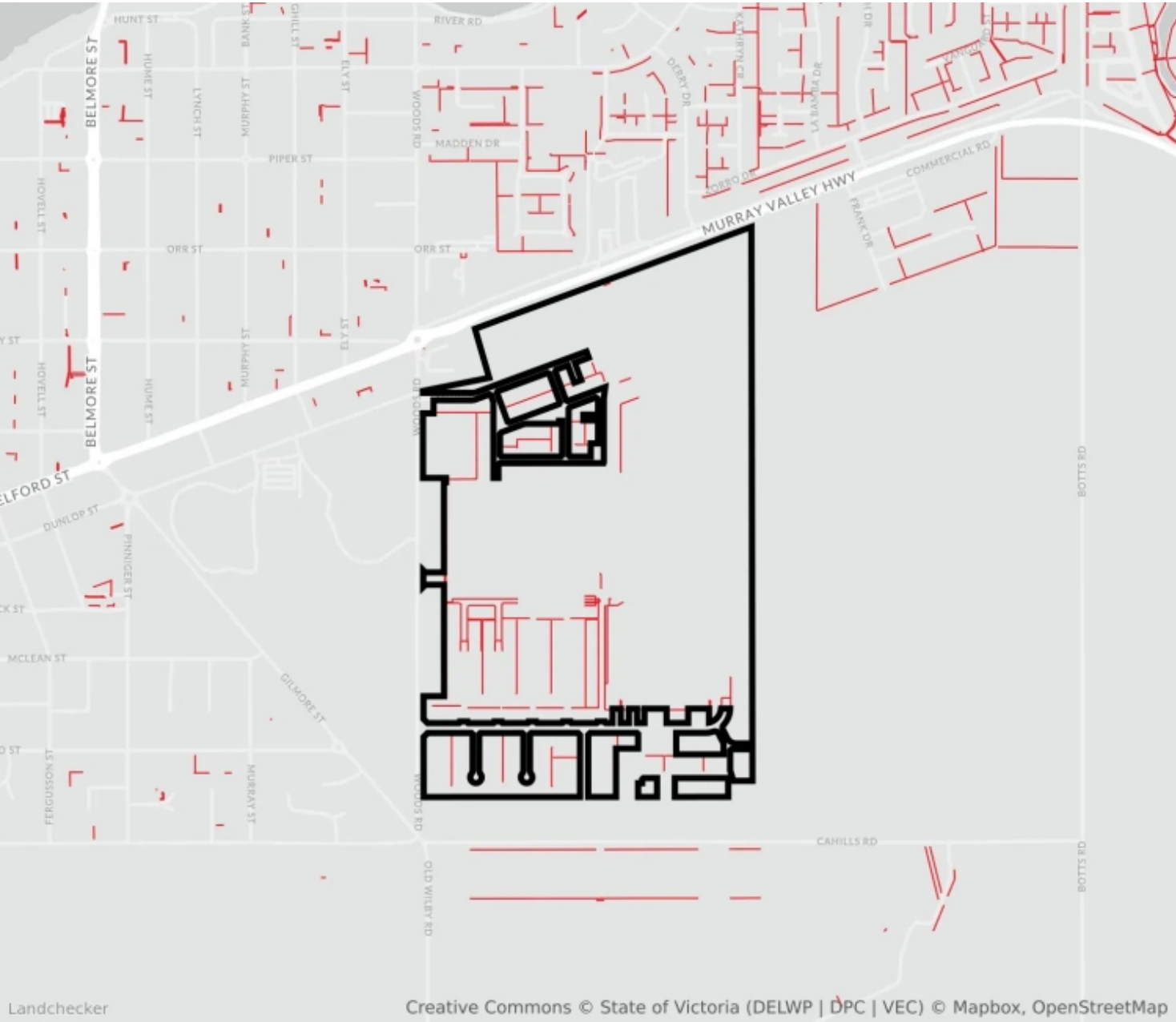
This property is within a zone classified as a bushfire prone area.  
For confirmation and detailed advice about the bushfire prone area of this property, please contact MOIRA council on 03 5871 9222.





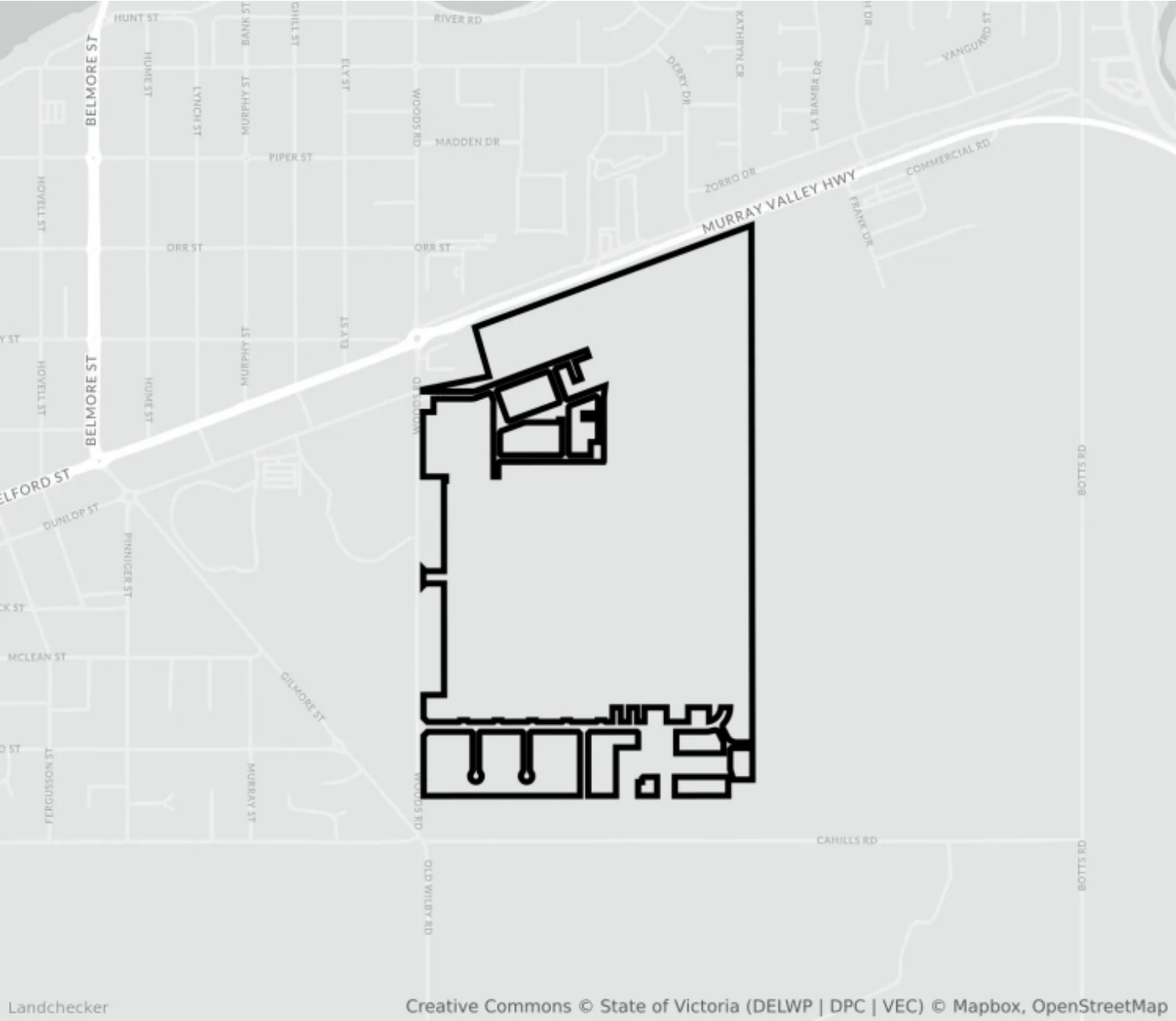
**10 - 20m Contours**

For confirmation and detailed advice about the elevation of the property, please contact MOIRA council on 03 5871 9222.

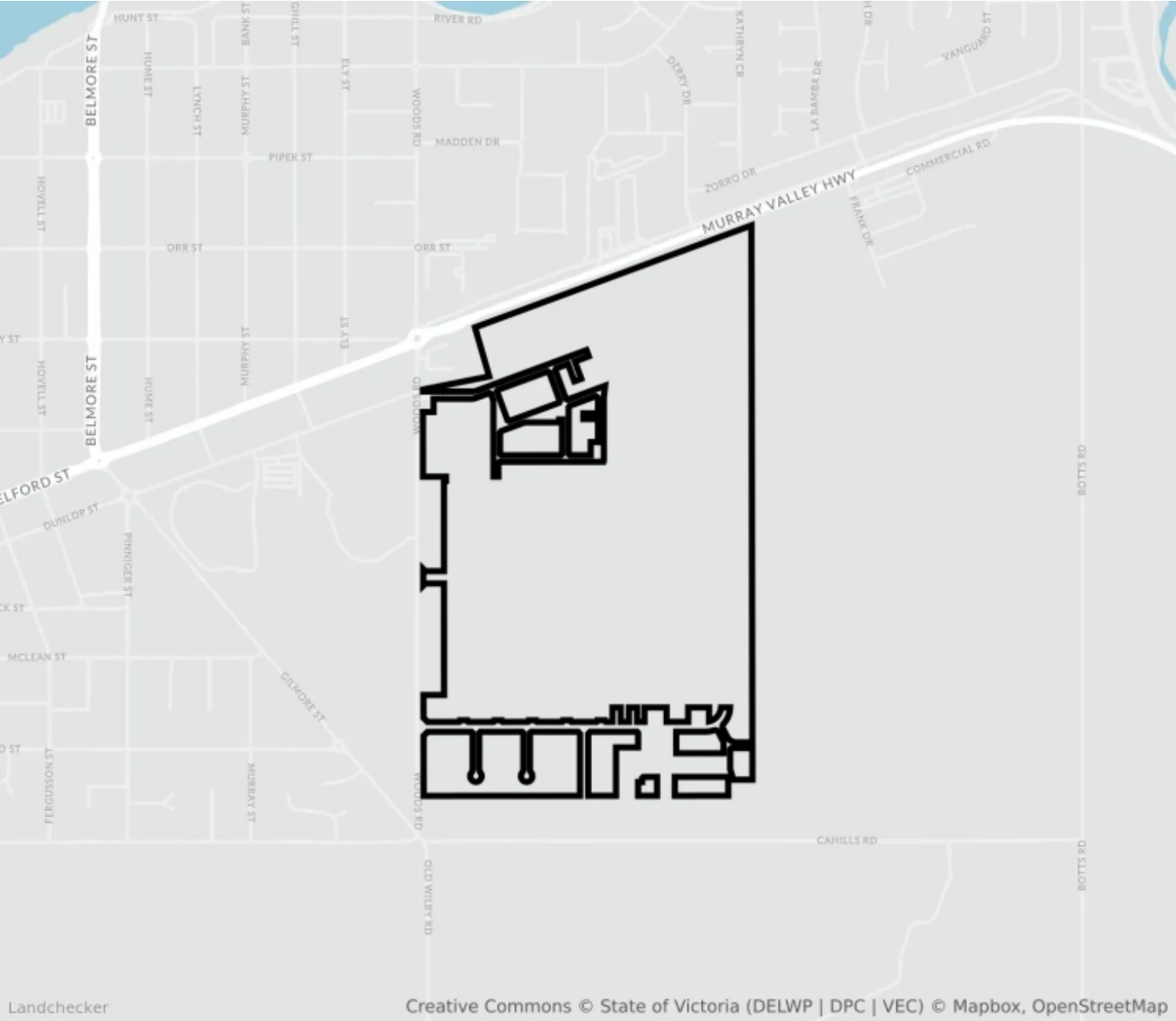


**Easements**

The easement displayed is indicative only and may represent a subset of the total easements.  
For confirmation and detailed advice about the easement on or nearby this property, please contact MOIRA council on 03 5871 9222.



No planning permit data available for this property.



Status	Code	Date	Address	Description
PENDING	18.2023.2140.1	Received 11/07/2023	79-95 Pimpala Cr, Mulwala	Alterations and additions to Alterations and additions to residential

For confirmation and detailed advice about this planning permits, please contact MOIRA council on 03 5871 9222.

# COMPARABLE SALES (RESIDENTIAL)

Woods Road, Yarrawonga Vic 3730

No comparable sales found nearby

## 1. Property Report

This Property Report:

- a. is issued subject to the terms and conditions in respect of which Property Reports are issued by Landchecker; and
- b. contains data owned or licensed by our service providers that Landchecker Pty Ltd licences under the terms and conditions in the following links:
  - i. <https://creativecommons.org/licenses/by/4.0/legalcode> in respect of data supplied by the State of Victoria;
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# Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To:

From: ANUSHKA ZEBA KHALEED, 27 Terrene Tce, Point Cook VIC 3030

Property Address: 17 Clydesdale Loop, Yarrowonga VIC 3730

Lot: 2162 Plan of subdivision: 902066Q

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Dated:

Signed for an on behalf of the Vendor: *SR Lawyers*