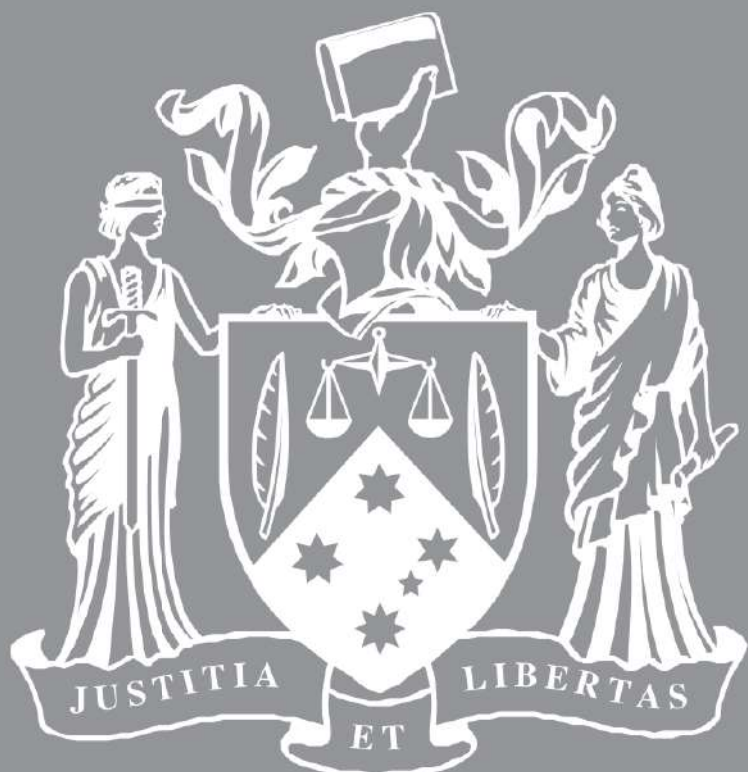


# Contract of sale of land

**Property: 38 Riverbend Way, Sunshine North 3020**



# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

## Approval

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

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Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

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

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# Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

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

..... on ...../ /2021

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

.....

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

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

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

..... on ...../ /2021

**Print name(s) of person(s) signing: ZELKO BRANKOVIC**

.....

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

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

# Table of contents

Particulars of sale

Special conditions

General conditions

1. ELECTRONIC SIGNATURE
2. LIABILITY OF SIGNATORY
3. GUARANTEE
4. NOMINEE
5. ENCUMBRANCES
6. VENDOR WARRANTIES
7. IDENTITY OF THE LAND
8. SERVICES
9. CONSENTS
10. TRANSFER AND DUTY
11. RELEASE OF SECURITY INTEREST
12. BUILDER WARRANTY INSURANCE
13. GENERAL LAW LAND
14. DEPOSIT
15. DEPOSIT BOND
16. BANK GUARANTEE
17. SETTLEMENT
18. ELECTRONIC SETTLEMENT
19. GST
20. LOAN
21. BUILDING REPORT
22. PEST REPORT
23. ADJUSTMENTS
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING
25. GST WITHHOLDING
26. TIME & CO-OPERATION
27. SERVICE
28. NOTICES
29. INSPECTION
30. TERMS CONTRACT
31. LOSS OR DAMAGE BEFORE SETTLEMENT
32. BREACH
33. INTEREST
34. DEFAULT NOTICE
35. DEFAULT NOT REMEDIED

## Particulars of sale

### Vendor's estate agent

Name: Bells Real Estate

Address: 14 Devonshire Road, Sunshine, VIC 3020

Email: tom@bellsrealestate.com.au

Tel: 9300 9000

Mob: 0418322448

Fax: 9312 5895

Ref: Tom Kyriakou

### Vendor

Name: ZELKO BRANKOVIC

Address: 18 Barnett Street, Sunshine, VIC 3020

ABN/ACN: .....

Email: zac@xcl.com.au

### Vendor's legal practitioner or conveyancer

Name: Ferraro & Company Pty Ltd

Address: 27A Sun Crescent, Sunshine Vic 3020

Email: conveyancing@ferraro.com.au

Tel: (03) 9311 8911

Mob: .....

Fax: (03) 9311 9915

Ref: 2104098

### Purchaser's estate agent

Name: .....

Address: .....

Email: .....

Tel: ..... Mob: ..... Fax: ..... Ref: .....

### Purchaser

Name: .....

Address: .....

ABN/ACN: .....

Email: .....

### Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ..... Fax: ..... DX: ..... Ref: .....

### Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11828 Folio 087	9	725961X
Volume ..... Folio .....		

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: 38 Riverbend Way, Sunshine North 3020

**Goods sold with the land** (general condition 6.3(f)) *(list or attach schedule)*

**Payment**

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

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

- GST (if any) must be paid in addition to the price if the box is checked
  - This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
  - This sale is a sale of a going concern' if the box is checked
  - The margin scheme will be used to calculate GST if the box is checked

**Settlement** (general conditions 17 & 26.2)

**is due on**

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

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

**Lease** (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to\*:

*(\*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)*

- a lease for a term ending on \_\_\_\_\_ with \_\_\_\_\_ options to renew, each of \_\_\_\_\_ years
- OR
- a residential tenancy for a fixed term ending on \_\_\_\_\_
- OR
- a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than \_\_\_\_\_

Approval date: \_\_\_\_\_

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

# 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.*

## 1. Restrictions

The property is sold subject to all easements (including implied/appurtenant), covenants, leases, encumbrances, appurtenant easements and restrictions any rights of any other person, whether they are disclosed or not. The purchaser accepts the location of all buildings and shall not make any claim whatsoever in relation thereto.

## 2. Warranties and exclusions

The purchaser agrees that there are no conditions, warranties, undertakings, representations or any other terms affecting the Contract other than those that will be embodied in the Contract and the purchaser shall not be entitled to rely upon any condition, warranty, undertaking or representation made by the vendor or the vendor's agents or any term except such as are made written conditions of this Contract and signed by the vendor.

The purchaser agrees that he has not relied on any marketing materials, displays or concept plans contained or used or provided in the marketing materials before the day of sale and has relied solely on his own searches, enquiries and due diligence.

## 3. Goods

The purchaser acknowledges that he has inspected the goods, fittings and appliances forming part of this Contract and that he is aware of their condition and any deficiencies.

## 4. Settlement

(1) The failure to settle pursuant to General Condition 17 shall be a default under this Contract pursuant to General Condition 34.

## 5. Merger

All terms and conditions whatsoever as set out in these Special Conditions and the General Conditions in the Contract, which remain to be performed on the part of the purchaser or are capable of having effect on the part of the purchaser after the final settlement, shall remain in full force and effect notwithstanding settlement and all those provisions shall not merge in the Transfer of Land instrument or registration. Having said that, all terms and conditions whatsoever as set out in these Special Conditions and the General Conditions in the Contract, to be performed on the part of the vendor and all other rights whatsoever and howsoever arising either in law or in equity that may have inured to the purchaser in law or in equity, shall cease to have any effect whatsoever and shall merge absolutely in the Transfer of Land instrument or registration.

## 6. Interpretation

It is agreed between the parties hereto that throughout this Contract unless the context so requires, words importing the singular shall include the plural and vice versa and words referring to the neuter or any one gender shall include the other gender or the neuter and where more persons than one are included in the term "purchaser" their covenants hereunder shall be joint as well as several.

## 7. Condition of the property

The purchaser acknowledges having purchased the property:

- (i) As a result of its own inspection, investigations and enquiries, including those in respect of the suitability of the property for the purchaser's intended use thereof;



- (ii) In its present condition and state of repair including any refuse and/or building materials on the property;
- (iii) Subject to all faults and defects (if any), whether latent or patent, and contamination (if any) and
- (iv) "as is".

8. Penalty Interests

The expression 5% replaces 2% in General Condition 33.

## General conditions

### Contract signing

#### 1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties' consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

#### 2. LIABILITY OF SIGNATORY

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

#### 3. GUARANTEE

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

#### 4. NOMINEE

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

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## Title

#### 5. ENCUMBRANCES

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

#### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

## 11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

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## Money

### 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

#### 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

#### 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## 18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
  - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement 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 lodgement network operator of settlement.

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
  - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
  - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
  - (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
  - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

## 20. LOAN

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

## 21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
  - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.



- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## 22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 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 affecting the structure of a building on the land;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

## 23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
  - (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
  - (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

**25. GST WITHHOLDING**

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;

despite:

  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
  - (a) settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
  - (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgement network.

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

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

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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## Transactional

### 26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

### 27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

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

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

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

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## 32. BREACH

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

34.2 The default notice must:

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

### 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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ZELKO BRANKOVIC

**AND**

**AND**

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**DEED OF GUARANTEE OF CONTRACT**

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**Ferraro & Company Pty Ltd**  
27A Sun Crescent  
Sunshine Vic 3020  
PO Box 686  
Sunshine Vic 3020  
Email: [sam@ferraro.com.au](mailto:sam@ferraro.com.au)  
Ref: Admin:NT:2104098

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**THIS DEED** dated     day of                   2021

**BETWEEN**   **Zelko Brankovic** of 18 Barnett Street, Sunshine, Victoria (**Vendor**)

**AND**           of (**Purchaser**)

**AND**           of (**Guarantor**)

IN CONSIDERATION of the vendor having at the request of the guarantor agreed to sell the land described within the contract of sale to the purchaser the guarantor HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest payable thereon as detailed in the said contract of sale and all other money that is payable or may become payable pursuant thereto, the money hereby secured, AND ALSO the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the said contract of sale and on the part of the purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the contract of sale and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:

1. That in the event of the purchaser failing to pay the vendor as and when due the money referred to within the contract the guarantor will immediately pay such money to the vendor;
2. That in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform the same;
3. The guarantor shall be deemed to be jointly and severally liable with the purchaser, in lieu of being merely a surety for it, for the payment of the purchase money interest and all other money if any payable pursuant to the contract in the performance of the obligations herein contained and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the money or to carry out and perform the obligations herein contained; and
4. That 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 money owing to the vendor have been paid and all obligations have been performed.

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**EXECUTED AS A DEED**

<b>SIGNED SEALED &amp; DELIVERED BY</b>	)	
in the presence of:	)	
	)	_____
		Signature
_____		
Signature of witness		
_____		
Print name of witness		

<b>SIGNED SEALED &amp; DELIVERED BY</b>	)	
in the presence of:	)	
	)	_____
		Signature
_____		
Signature of witness		
_____		
Print name of witness		

<b>SIGNED SEALED &amp; DELIVERED BY</b>	)	
in the presence of:	)	
	)	_____
		Signature
_____		
Signature of witness		
_____		
Print name of witness		




# Vendor Statement

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

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

The vendor may sign by electronic signature.

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

<b>Land</b>	38 Riverbend Way, Sunshine North 3020	
<b>Vendor's name</b>	Zelko Brankovic	<b>Date</b> / /
<b>Vendor's signature</b>		
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		

1.

**1. FINANCIAL MATTERS**

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

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

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

To

Other particulars (including dates and times of payments):

**1.3 Terms Contract**

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

Not Applicable.

**1.4 Sale Subject to Mortgage**

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

Not Applicable.

**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 documents.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

**3.2 Road Access**

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

**3.3 Designated Bushfire Prone Area**

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

**3.4 Planning Scheme**

Attached is a certificate with the required specified information.

**4. NOTICES**

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

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

Not Applicable.

**4.2 Agricultural Chemicals**

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

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”)**

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**

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

**10. SUBDIVISION**

**10.1 Unregistered Subdivision**

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

Not Applicable.

#### 10.2 Staged Subdivision

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

Not Applicable.

#### 10.3 Further Plan of Subdivision

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

Not Applicable.

### 11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

### 12. DUE DILIGENCE CHECKLIST

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

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

### 13. ATTACHMENTS

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

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

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

--

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

VOLUME 11828 FOLIO 087

Security no : 124088318088G  
Produced 24/02/2021 02:23 PM

**LAND DESCRIPTION**

Lot 9 on Plan of Subdivision 725961X.  
PARENT TITLE Volume 11410 Folio 210  
Created by instrument PS725961X 19/10/2016

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
ZELKO BRANKOVIC of 18 BARNETT STREET SUNSHINE VIC 3020  
AS971317X 07/02/2020

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AS971318V 07/02/2020  
WILKINSON FINANCE HOLD CO PTY LTD

COVENANT AN315010H 25/11/2016

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  
X615755V 23/07/2001

**DIAGRAM LOCATION**

SEE PS725961X FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: 38 RIVERBEND WAY SUNSHINE NORTH VIC 3020

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16681F BOUTIQUE CONVEYANCING PTY LTD  
Effective from 07/02/2020

DOCUMENT END

# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS725961X</b>
Number of Pages (excluding this cover sheet)	<b>4</b>
Document Assembled	<b>24/02/2021 14:28</b>

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<b>PLAN OF SUBDIVISION</b>	Stage No. /	LR use only <b>EDITION 1</b>	Plan Number <b>PS 725961X</b>
----------------------------	----------------	---------------------------------	----------------------------------

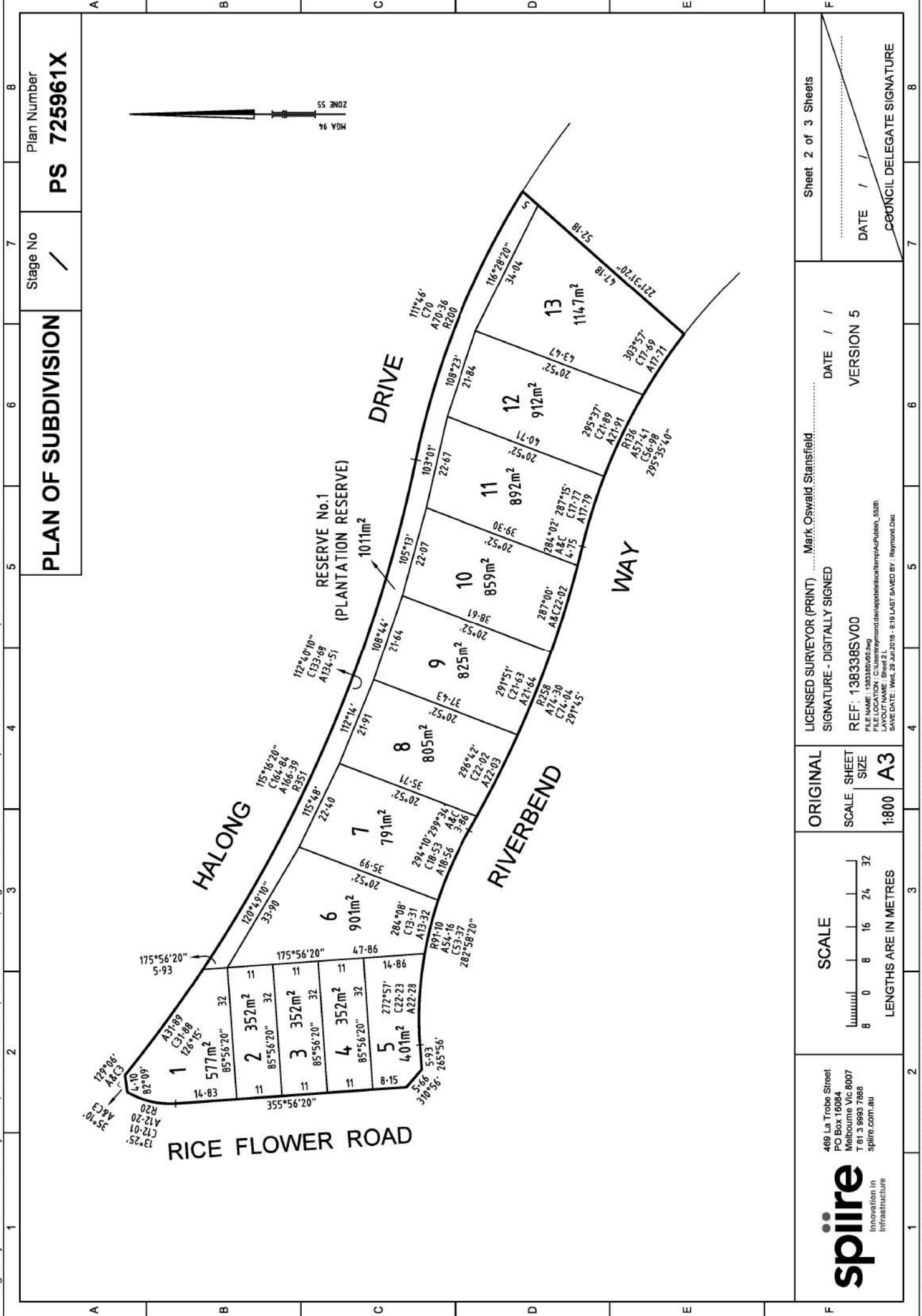
<p><b>Location of Land</b>                  Parish: CUT PAW PAW                  Township: -                  Section: B                  Crown Allotment: 3 (PART)                  Crown Portion: -                  Title Reference:                  C/T VOL 11410 FOL 210                  Last Plan Reference: LOT K ON PS 626280B</p> <p>Postal Address: HALONG DRIVE,                  (At time of subdivision) SUNSHINE NORTH, VIC. 3020</p> <p>MGA Co-ordinates: E 310 600                  (Of approx. centre of plan) N 5 818 400 Zone 55</p>	<p style="text-align: center;"><b>Council Certification and Endorsement</b></p> <p>Council Name: <b>CITY OF BRIMBANK</b> Ref:</p> <ol style="list-style-type: none"> <li>This Plan is certified under Section 6 of the Subdivision Act 1988.</li> <li>This plan is certified under section 11(7) of the Subdivision Act 1988                      Date of original certification under section 6 ...../...../</li> <li>This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</li> </ol> <p>OPEN SPACE                  (i) A requirement for public open space under Section 18 Subdivision Act 1988 has/has not been made.                  (ii) The requirement has been satisfied.                  (iii) The requirement is to be satisfied in Stage</p> <p>Council delegate                  Council seal                  Date / /</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988.</p> <p>Council delegate                  Council seal                  Date / /</p>
<b>Vesting of Roads or Reserves</b>	
Identifier	Council/Body/Person
RESERVE No.1	BRIMBANK CITY COUNCIL

<b>Notations</b>	
Depth Limitations: 15.24 metres below the surface	Staging: This is not a staged subdivision Planning permit No. P294/2014

	<p>This is a SPEAR plan.</p> <p>Land being subdivided is enclosed within thick continuous lines</p> <p>Survey: This plan is based on survey</p> <p>This survey has been connected to permanent mark no(s). -                  in Proclaimed Survey Area no. -</p>
--	---

<b>Easement Information</b>					<u>LR use only</u>
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					Statement of Compliance/ Exemption Statement
					Received <input checked="" type="checkbox"/>
<b>Easement Reference</b>	<b>Purpose</b>	<b>Width (Metres)</b>	<b>Origin</b>	<b>Land Benefited/in Favour Of</b>	Date: 29/09/2016
NIL					<u>LR use only</u> PLAN REGISTERED TIME 7:02 pm Date: 19/10/2016  REN MARASCO Assistant Registrar of Titles.

<b>RIVERVALLEY ESTATE - STAGE 6D (13 LOTS)</b>		<b>AREA OF STAGE - 1.018ha</b>	Sheet 1 of 3 Sheets
 <p>469 La Trobe Street                  PO Box 16084                  Melbourne Vic 8007                  T 61 3 9993 7888                  spiire.com.au</p>	LICENSED SURVEYOR (PRINT) <u>Mark Oswald Stansfield</u> SIGNATURE - DIGITALLY SIGNED DATE / / REF: 138338SV00 VERSION 5 <small>FILE NAME : 138338SV00.dwg                  FILE LOCATION : C:\Users\raymond.dao\appdata\local\Temp\AcPublish_5528\                  LAYOUT NAME : Sheet 1                  SAVE DATE : Wed, 29 Jun 2016 - 9:19 LAST SAVED BY : Raymond.Dao</small>		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3



LICENSED SURVEYOR (PRINT) ..... Mark Oswald Stansfield

SIGNATURE - DIGITALLY SIGNED

DATE / /

VERSION 5

DATE / /

COUNCIL DELEGATE SIGNATURE

Sheet 2 of 3 Sheets

ORIGINAL SCALE SHEET SIZE 1:800 A3

LENGTHS ARE IN METRES

468 La Trobe Street  
PO Box 16084  
Melbourne VIC 8007  
T 61 3 9993 7888  
spire.com.au

**spire**  
Innovation in Infrastructure



**PLAN OF SUBDIVISION**

Stage No

/

Plan Number

**PS 725961X**

**CREATION OF RESTRICTION No. 1**

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

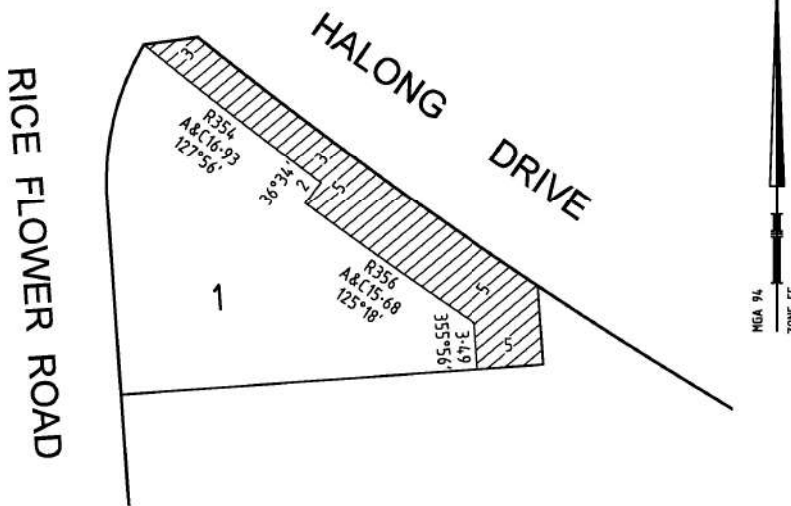
**Land to Benefit:** Lot 2 on this plan

**Land to be Burdened:** Lot 1 on this plan

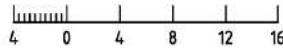
**Description of Restriction:**

The registered proprietor or proprietors for the time being of any lot on this plan to which the following restriction applies shall not construct any building or improvement in the area shown hatched on Diagram 1 hereunder.

**Diagram 1**



SCALE 1:400



LENGTHS ARE IN METRES

**spiire**  
Innovation in Infrastructure  
469 La Trobe Street  
PO Box 16084  
Melbourne Vic 8007  
T 61 3 9993 7888  
spiire.com.au

Sheet 3 of 3 Sheets

ORIGINAL  
SCALE SHEET  
SIZE  
**A3**

LICENSED SURVEYOR **Mark Oswald Stansfield**  
SIGNATURE - DIGITALLY SIGNED  
REF: 138338SV00  
DATE / /  
VERSION 5  
FILE NAME : 138338SV00.dwg  
FILE LOCATION : C:\Users\raymond.dao\appdata\local\temp\AgPublish\_5528\  
LAYOUT NAME : Sheet 3 P  
SAVE DATE : Wed, 29 Jun 2016 - 9:19 LAST SAVED BY : Raymond.Dao

DATE / /  
COUNCIL DELEGATE  
SIGNATURE

Original sheet size A3



**Plan of Subdivision PS725961X**  
**Certifying a New Version of an Existing Plan**  
**concurrently with Statement of Compliance (Form 12)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S062051E  
Plan Number: PS725961X  
Responsible Authority Name: Brimbank City Council  
Responsible Authority Permit Ref. No.: P294/2014  
Responsible Authority Certification Ref. No.: S2/2015  
Surveyor's Plan Version: 5

**Certification**

- This plan is certified under section 11 (7) of the Subdivision Act 1988  
Date of original certification under section 6: 28/04/2015  
Date of previous recertifications under Section 11(7): 11/01/2016

**Statement of Compliance**

- This is a statement of compliance issued under section 21 of the Subdivision Act 1988

**Public Open Space**

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

- Has not been made at Certification

Digitally signed by Council Delegate: Cinzia Crea  
Organisation: Brimbank City Council  
Date: 27/09/2016

# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
Document Identification	<b>X615755V</b>
Number of Pages (excluding this cover sheet)	<b>20</b>
Document Assembled	<b>24/02/2021 14:28</b>

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**X615755V**  
230701 1017 173

Planning and Environment Regulations 1998 No. 8  
**Form 13**  
Section 181



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

**Planning and Environment Act 1987**

Lodged at the Land Titles office by: Macquarie Lawyers & Strategists

Name:

Phone: 96506700

Address: Level 6, 124 Exhibition Street, Melbourne Vic 3000

Ref: BRI6340



**DX615755V-1-1**

Customer Code: **301 J**

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

- |                               |                         |
|-------------------------------|-------------------------|
| Land: Volume 2983 Folio 439 ✓ | Volume 8933 Folio 353 ✓ |
| Volume 9340 Folio 619 ✓       | Volume 9258 Folio 164 ✓ |
| Volume 9254 Folio 572 ✓       | Volume 5137 Folio 303 ✓ |
| Volume 7800 Folio 032 ✓       | Volume 8609 Folio 583 ✓ |
| Volume 1032 Folio 207 ✓       | Volume 8401 Folio 941 ✓ |
| Volume 1815 Folio 847 ✓       | Volume 8563 Folio 574 ✓ |
| Volume 9254 Folio 571 ✓       | Volume 8221 Folio 463 ✓ |
| Volume 9254 Folio 570 ✓       | Volume 8856 Folio 738 ✓ |
| Volume 9358 Folio 570 ✓       | Volume 8861 Folio 664 ✓ |
| Volume 9254 Folio 569 ✓       | Volume 8200 Folio 076 ✓ |
| Volume 9313 Folio 243 ✓       | Volume 8184 Folio 681 ✓ |
| Volume 9026 Folio 149 ✓       | Volume 8198 Folio 882 ✓ |
| Volume 6289 Folio 672 ✓       | Volume 7934 Folio 126 ✓ |
| Volume 8440 Folio 674 ✓       | Volume 8105 Folio 995 ✓ |
| Volume 6960 Folio 931 ✓       | Volume 8100 Folio 953 ✓ |
| Volume 7784 Folio 059 ✓       | Volume 8398 Folio 378 ✓ |
| Volume 7797 Folio 010 ✓       |                         |

Authority: Brimbank City Council, Alexandra Ave, Sunshine 3020

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

28 JUL 2001

A copy of the Agreement is attached to this Application.

Signature for the Authority: 

Name of Officer: Marilyn Duncan

Date: 25 June 2001



**DX615755V-2-9**

**X615755V**

230701 1017 173



**BRIMBANK CITY COUNCIL**

*and*

**ATLANTIC LINK PTY LTD**

A.C.N. 052 138 584

---

**AGREEMENT**

*Under section 173 of the Planning and  
Environment Act 1987*

---



**X615755V**  
230701 1017 173



Level 6, 124 Exhibition Street, Melbourne Victoria 3000  
Telephone +613 9650 6700 Facsimile +613 9650 6355  
E-mail [solutions@macquarie.splus.com.au](mailto:solutions@macquarie.splus.com.au)

**THIS AGREEMENT** is made on the 16 day of March 2001 under section 173 of the *Planning and Environment Act 1987*

**BETWEEN**

**BRIMBANK CITY COUNCIL** of Alexandra Avenue, Sunshine, Victoria ("the Council")

**AND**

**ATLANTIC LINK PTY LTD** A.C.N. 052 138 584 of 61-65 Bull Street, Bendigo in the said State ("the Owner")



**RECITALS**

- A. The Owner is or is entitled to be registered as the proprietor of the land described in **Schedule 1** hereto ("the land").
- B. The Council is the responsible authority for the administration and enforcement of the Brimbank Planning Scheme ("the Scheme") which applies to the land.

**TERMS OF THIS AGREEMENT**

In this agreement the following expressions have the following meanings:

**"Development Plan"** means the River Valley Estate Development Plan and Project Concept Report, prepared by Lain Walters Pty Ltd referred to in the resolution of the Council of 23 May 2000 as may be modified from time to time.

**"Grasslands Plan"** means the plan that is attached to the letter dated 14 September 1995 from the Department of Conservation and Natural Resources to the Director of Planning and Strategic Services, Brimbank City Council.

**1 DEVELOPMENT OF THE LAND**

The Owner **COVENANTS AND AGREES** that -

- (1) the Owner must pay an amount to be agreed between it and Vic Roads for works required to construct a second turning lane from the Western Highway into Duke Street and for the construction of a cable stayed bridge without a central pier to the requirements of Vic Roads in accordance with plans and specifications as approved by Vic Roads and with terms as to

Dead Date Abolished Not  
Subject To State Date (05/02/00)  
Trn:1052671 12-JUL-2001  
ERO Victoria Date: 1/0/00

**X615755V**  
230701 1017 173

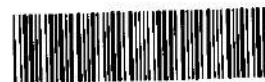




DX615755V-5-1

- the timing and payment that are agreed upon by the Owner and Vic Roads;
- (2) the Owner must pay an amount to be agreed between it and the Council for works to restrict and limit vehicular traffic turning left from Duke Street into Burke Street to the requirements of relevant authorities in accordance with plans and specifications and with details to be agreed between the Owner and the Council and the Maribyrnong City Council (as the local governments jointly responsible for the care and management of those Streets) on terms as to timing as set out in clause 2 of **Schedule 4**;
  - (3) subject to the approval of the relevant authorities the Owner must construct a pedestrian and bicycle bridge across the Maribyrnong River capable of carrying a shared pathway 2.5 metres wide generally in the location shown on the Development Plan. The timing of such works is to be in accordance with clause 3 of **Schedule 4**;
  - (4) subject to the approval of the relevant authorities the Owner must pay the actual cost of constructing a shared pedestrian / bicycle track along the western side of the Maribyrnong River in the location generally shown on the Development Plan and to the requirements of relevant authorities, including the need to locate some facilities above the 1 in 100 year flood level. This must include all necessary landscaping works including removal of pest plants and weeds and provision of new vegetation in accordance with plant information provided by Melbourne Airport and Parks Victoria (and where any inconsistency exists between the two plant lists, the Melbourne Airport list must take precedence because of the need to minimise bird attracting vegetation under the flight path for aircraft movements in and out of Melbourne Airport). The timing of such works is to be in accordance with clause 4 of **Schedule 4**;
  - (5) the Owner must ensure that covenants are created on the titles to all lots on any future Plans of Subdivision affecting the land to deal with the following:
    - A prohibition on the keeping of racing or homing pigeons or similar flocking birds; and
    - Requiring any aircraft noise sensitive building constructed to be noise attenuated in accordance with Australian Standard 2021 - 2000, Acoustics – Aircraft Noise Intrusion – Building Siting and Construction;
  - (6) the Owner must advise all prospective owners of any such land of the proximity of the land to Melbourne Airport and that the land is affected by aircraft noise;
  - (7) the Owner must pay for, or facilitate the provision by others of, unless otherwise agreed by Council in writing, the following items of infrastructure, the details of the design, materials, type of construction and costs thereof

**X615755V**  
230701 1017 173







to be agreed at the time planning approvals are given at each development stage:

- a childcare centre; and
- a community/resident meeting centre;

The timing of such works is to be in accordance with clauses 5 and 6 of **Schedule 4**.

(8) the Owner must pay the actual cost of the following items of infrastructure in accordance with plans and specifications to be approved by Council:

- safety fencing and other buildings and works associated with retaining the existing quarries and incorporating them in the open space network, the timing of such works is to be in accordance with clause 7 of **Schedule 4**;
- pedestrian bridges and other structures(including rockwork, retaining walls, safety fences, vehicle barriers, bollards, seating, lighting and signs) associated with the open space and recreation network, the timing of such works is to be in accordance with clause 8 of **Schedule 4**;
- information signs strongly discouraging the feeding of birds because of the potential for bird strikes in aircraft flight paths to and from Melbourne Airport, the timing of such works is to be in accordance with clause 8 of **Schedule 4**;
- landscaping works including the removal of pest plants and weeds and the provision of new native vegetation in accordance with plant information provided by Melbourne Airport and Parks Victoria (where any inconsistency exists between the two plant lists, the Melbourne Airport list will take precedence because of the need to minimise bird attracting vegetation under the flight path) the timing of such works is to be in accordance with clause 8 of **Schedule 4**;
- where possible, retention of all or sections of the identified dry stone farm boundary wall referred to in the Development Plan ; and
- protection and management of aboriginal archaeological sites in accordance with approvals given by the Wurundjeri Tribe Land and Compensation Cultural Heritage Council Inc. on 24 November 1999 as identified in the Development Plan, the timing of such works is to be in accordance with clause 9 of **Schedule 4**;

(9) the Owner must to the satisfaction of Council:-

9.1 commission and pay for a flora and fauna study of the land within development stages 6, 7 and 8, as shown on the Stages of Development Plan included in the Development Plan, within the Residential 1 Zone and all of the land included in the Industrial 1 Zone,

X615755V

230701 1017 173





in accordance with the timing and the requirements of such study as set out in **Schedule 2** and clause 10 of **Schedule 4**; and

9.2 take into account the recommendations of the flora and fauna study referred to in clause (1)9.1 and the stormwater management plan referred to in clause 1(11) in the preparation of any permit applications for use and development of land within stages 6, 7 and 8, as shown on the Stages of Development Plan included in the Development Plan, or on land in the Industrial 1 Zone:

- (10) the Owner must, to the satisfaction of Council, secure the previously identified "core" area of plains grasslands shown on the Grasslands Plan and having an area of approximately 7.5ha and must put in place a management program prepared by appropriately qualified experts to prevent further degradation of such grasslands until such time as the flora and fauna study is completed and the long term future of the grasslands is resolved in accordance with clauses 1(13) and 1(14), the timing and requirements of such works to be in accordance with **Schedule 3** and clause 12 of **Schedule 4**;
- (11) the Owner must, to the satisfaction of Council, commission and pay for a revised stormwater management plan which must address the treatment of surface and stormwater from the land, the design and management of permanent water treatment facilities and the treatment and management of water quality in the lakes and other surface water bodies. The revised stormwater management plan must also include measures to be adopted during the construction phase to limit adverse soil erosion and other forms of land degradation and off site impacts. The revised storm water management plan must also take into account the recommendations of the flora and fauna study. The timing of such actions to be in accordance with clause 13 of **Schedule 4**;

Any new stormwater drainage facility that is proposed or required by drainage authorities for the purposes of open storage, retardation and water quality treatment of stormwater, must be designed and constructed to the satisfaction of the Council, the drainage authority and Australian Pacific Airports (Melbourne) Pty Ltd;

- (12) the Owner must ensure that no new lakes or wetlands are constructed other than any new stormwater drainage facility that is proposed or required by the drainage authorities, for the purpose of open storage, retardation and water quality treatment, and that existing lakes and wetlands are not enhanced in any way that attracts birds. This must include:
  - the surface area of the water not being increased;
  - a sufficient depth of water being maintained so as to prevent birds wading through shallow water in search of food; and

**X615755V**  
230701 1017 173



- lakes and wetlands not being stocked with fish or any other bird attracting creature.
- (13) the Owner must prepare and submit to the Council a further and more detailed development plan for that part of the land not presently within the Residential 1 Zone but affected by the Development Plan Overlay Schedule 3 under the Scheme, and in preparing the further development plan it must take into account the findings of the flora and fauna study. The further development plan must include land for native vegetation protection, land for protection of archaeological sites and land for residential and associated development. The timing of such works to be in accordance with clause 15 of **Schedule 4**;
- (14) the grasslands shown on the Grasslands Plan must be maintained to the satisfaction of the Council until a further development plan permitting residential development of part of the land and setting aside the balance for open space, native vegetation protection and archaeological protection is approved under the Scheme and the land to be used for residential purposes is rezoned to Residential 1 Zone.

## 2 COVENANTS OF COUNCIL



The Council covenants:

- (1) within 12 months of the Council confirming its satisfaction with the flora and fauna study referred to in clause 1(9) and subject to the provisions of the *Planning and Environment Act 1987*, to use its best endeavours to prepare, exhibit and process a planning scheme amendment to rezone all the Industrial 1 Zone land affected by the Development Plan Overlay Schedule 3 to zones based on the findings of the flora and fauna study and the further development plan referred to in clause 1(13) hereof. The amendment will include the land in a Residential 1 Zone other than:
- any land identified as requiring protection and retention of native vegetation;
  - any land within aboriginal archaeological site AAV7822/1084 identified in the Biosis archaeological report referred to in the Development Plan unless the Wurundjeri Tribe Land and Compensation Cultural Heritage Council Inc. so permits;
  - any land affected by any other environmental or physical constraint that makes it unsuitable for residential or related urban uses;
- (2) to consider and finally determine upon the further development plan prepared under Clause 1(13) within 60 days of submission by the Owner to the Council. If additional information has been requested in writing by Council, within three weeks of it receiving the further development plan, the 60 day period will exclude the time between Council writing to the Owner and receipt of such requested information;

**X615755V**  
230701 1017 173



- (3) to consider and finally determine upon the flora and fauna study prepared under clause 1(9) within 60 days of submission by the Owner to the Council. If additional information has been requested in writing by Council, within three weeks of it receiving the flora and fauna study, the 60 day period will exclude the time between Council writing to the Owner and receipt of such requested information. Subject to clause 3(5), failure to confirm its satisfaction after 60 days will be deemed approval;
- (4) to consider and finally determine upon the storm water management plan prepared under clause 1(11) within 60 days of submission by the Owner to the Council. If additional information has been requested in writing by Council, within three weeks of it receiving the storm water management plan, the 60 day period will exclude the time between Council writing to the Owner and receipt of such requested information;
- (5) should the planning scheme amendment described in clause 2(1) hereof not be approved by the Minister pursuant to Section 35 of the *Planning and Environment Act 1987*, or should it be revoked in whole or in part by the Parliament in accordance with Section 38(2) of the Act, to consider within 60 days of its submission by the Owner, any subsequent further development plan based on the existing zoning.

**3 COVENANTS OF OWNER**



DX615755V-9-0

**(1) Council's costs to be paid**

- (i) The Owner must immediately on demand and by way of full and complete indemnity reimburse to the Council the Council's legal (as between solicitor and own client) and other costs and expenses relating to the negotiation, preparation, execution and registration of this agreement and including, but without limiting the generality of the proceeding words, anything done before or after this agreement including all work done for or on behalf of the Council in connection with the preparation and adoption by Council of the River Valley Estate Development Plan and the enforcement of any obligation imposed on the Owner under this agreement.
- (ii) To the extent that any of these costs and expenses are legal professional costs, the Council may have them assessed by the Law Institute of Victoria costs service if the Owner and the Council cannot agree on them and if that happens the Council and the Owner are bound by the amount of the assessment (with any fee for obtaining the assessment being paid equally by the Council and the Owner) but subject always to the proviso that any such costs and fees shall be assessed having regard to the rates chargeable for such services as if such services were being paid for by the Council pursuant to the agreement that prevails between the Solicitor and the Council.

**X615755V**  
230701 1017 173



- (iii) To the extent that the Owner is otherwise liable to pay other costs and expenses these shall be limited to the charges made to Council by John Bennett (or his company) for time actually spent by him in relation to the preparation, negotiation and registration of this agreement, charges to the Owner being at the same rate as the said John Bennett charges his time to the Council.
- (iv) Nothing in this clause shall be deemed to request the Owner to pay the costs of the Council for the exercise of its statutory power and authority (other than as expressly set out herein) under the provisions of the *Planning and Environment Act 1987*.

**(2) Indemnity**

The Owner covenants to indemnify and keep indemnified the Council, its officers, employees, agents, workmen and contractors from and against all costs, expenses, losses or damages which they or any of them may sustain, incur or suffer or be or become liable for or in respect of any suit, action, proceeding, judgement or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement by the Owner, its servants and/or agents.

**(3) Standard of works**

The Owner covenants to comply with the requirements of this Agreement and to complete all works required by this Agreement at its cost and to the satisfaction of the Council.

**(4) Council access**

The Owner covenants to allow the Council and its officers, employees, contractors or agents or any of them, to enter the Land (at any reasonable time) to assess compliance with this Agreement.

**(5) Notice to Council – Flora and Fauna Study Time Limits**

At the time of lodging the flora and fauna study in accordance with clause 1(9) the Owner must notify the Council in writing of its obligation to confirm its satisfaction of the study within 60 days.

**4 NON – COMPLIANCE BY OWNERS**



If the Owner has not complied with any part of this Agreement within 28 days after the service of a notice by the Council specifying any non-compliance, the Owner covenants -

- (1) to allow the Council, its officers, employees, contractors or agents to enter the Land and rectify non-compliance; and

**X615755V**  
230701 1017 173



- (2) to pay interest at the rate of 2% above the rate prescribed under the Penalty Interest Rates Act 1983 on all moneys outstanding under this Agreement until they are paid in full;

and the Owner agrees –

- (3) to accept a certificate signed by the Chief Executive Officer of the Council (or nominee of the Chief Executive Officer) as prima facie evidence of the costs and expenses incurred by the Council in rectifying the Owner’s non-compliance with this Agreement; and
- (4) that any payments made for the purposes of this Agreement are appropriated first in payment of any interest and any unpaid costs and expenses of the Council and then applied in repayment of the principal sum.

Nothing in this clause shall be construed as compelling the Council to exercise any of its rights and remedies under this clause.

**5 COMMENCEMENT AND DURATION**

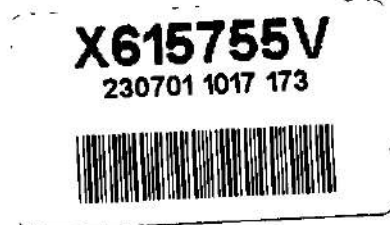
- (1) This Agreement will commence on the date it bears and run with the Land.
- (2) This Agreement will end:
  - 2.1 when the parties have fully and finally performed their obligations listed in this document; or
  - 2.2 in respect of a lot that has been sold on any plan that has been granted a statement of compliance from the Council, when that lot is transferred by the Owner and that transfer contains the covenants that are referred to in Clause 1(5) hereof.
- (3) Despite sub-clause (2), the parties expressly acknowledge that if the Owner subdivides the Land or any part of the Land into one or more super lots this Agreement will not end in respect of any such super lot.

A “super lot” means a lot on a registered plan of subdivision that is of a size that would reasonably allow that lot to be further subdivided under the Development Plan that effects that Land.

**6 OWNERSHIP AND DISCLOSURE**

The Owner warrants that -

- (1) the Owner is registered or is entitled to be registered as the proprietors of the Land;



- (2) except for the parties to this Agreement, any mortgagee who has consented to this Agreement, and any other person disclosed in writing to the Council before the signing of this Agreement, no other person has any interest either legal or equitable in the Land which may be affected by this Agreement or by development or use of the Land pursuant to the Scheme or any permit or approved plan under the Scheme;
- (3) the Owner has obtained all necessary authorities and consents to bind all other persons who have any interest either legal or equitable in the Land; and
- (4) the Owner covenants to bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns.

## 7 FURTHER ASSURANCE AND REGISTRATION

The parties will respectively sign and execute all such further documents and deeds and do all acts and things as the other party will reasonably require for completing and effectuating this Agreement and having it registered by Land Victoria in accordance with the Act.

## 8 GENERAL

- (1) A reference to the Owner includes the Owner's successors and assigns and the registered proprietor for the time being of the Land.
- (2) A reference to the Council includes the person for the time being administering or enforcing (whether by delegation or otherwise) the Scheme.

## 9 TIMING SCHEDULE

The works and actions required under this Agreement must be completed or provided in accordance with the timing set out in **Schedule 4**.



**X615755V**  
230701 1017 173



**EXECUTED BY THE PARTIES**

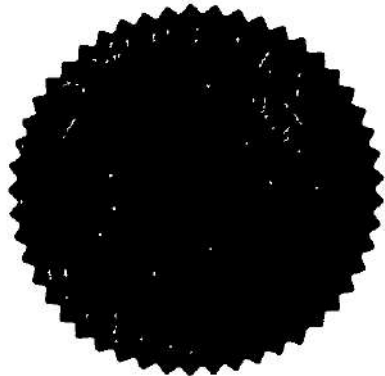
**THE COMMON SEAL** of ATLANTIC  
LINK PTY LTD A.C.N. 052 138 584  
was affixed in accordance with the  
Corporations Law in the presence of:



X *[Signature]* ..... Director

X *[Signature]* ..... Director/Secretary

**THE COMMON SEAL** of BRIMBANK  
CITY COUNCIL was affixed this day  
of 16 MARCH 2001 in the  
presence of:



*[Signature]* ..... Mayor

*[Signature]* ..... Councillor

*[Signature]* ..... Chief Executive Officer

**X615755V**  
230701 1017 173



DX615755V-13-2



**SCHEDULE 1**

**LAND DESCRIPTION**

Volume 2983 Folio 439  
Volume 9340 Folio 619  
Volume 9254 Folio 572  
Volume 7800 Folio 032  
Volume 1032 Folio 207  
Volume 1815 Folio 847  
Volume 9254 Folio 571  
Volume 9254 Folio 570  
Volume 9358 Folio 570  
Volume 9254 Folio 569  
Volume 9313 Folio 243  
Volume 9026 Folio 149  
Volume 6289 Folio 672  
Volume 8440 Folio 674  
Volume 6960 Folio 931  
Volume 7784 Folio 059  
Volume 7797 Folio 010

Volume 8933 Folio 353  
Volume 9256 Folio 164  
Volume 5137 Folio 303  
Volume 8609 Folio 583  
Volume 8401 Folio 941  
Volume 8563 Folio 574  
Volume 8221 Folio 463  
Volume 8856 Folio 738  
Volume 8861 Folio 664  
Volume 8200 Folio 076  
Volume 8184 Folio 681  
Volume 8198 Folio 882  
Volume 7934 Folio 126  
Volume 8105 Folio 995  
Volume 8100 Folio 953  
Volume 8398 Folio 378

**X615755V**  
230701 1017 173



## SCHEDULE 2

### FLORA & FAUNA STUDY REQUIREMENTS

The flora and fauna study will provide updated information about the site's flora and fauna values and include recommendations about the long term management of the site's flora and fauna values.

#### Tasks



The Study must address the following tasks:

1. Undertake a site assessment to include matters set out in clause 2 below and revise the documented flora and fauna values of the remnant.
2. Produce a draft report with A3 map/s. The draft report must address the following:
  - threatened and vulnerable species of flora and fauna, communities and habitats, including their conservation significance;
  - stratification of the site for appropriate survey eg. grassland, riparian zone, introduced paddock, surrounds to grasslands, etc. This will necessarily include identification of approximate boundaries;
  - stratification of the site by species and technique eg. Rock rolling, pitfalls, traps, tubes, quadrats, etc;
  - survey frequency and effort, eg. certain species require specific surveying seasons and timing within the season;
  - the significance of the site for conservation of those threatened and vulnerable species of flora and fauna, communities and habitats;
  - issues for ongoing management and proposed tasks, including weeds
  - assess, review and summarise existing information on the flora and fauna of the subject area, including the Atlas of Victorian Wildlife, Flora Information System (NRE database), Victorian and Wetlands (NRE database), and other published information, including interviews with individuals and groups;
  - investigate and describe the fauna and habitat (including its condition) on the subject land;
  - investigate, map and describe the species and condition of the existing vegetation on the subject land; and
  - document the presence and status of any rare or threatened flora or fauna and any fauna or flora listed as threatened under the Flora and Fauna Guarantee Act 1988, on the subject land.

A draft methodology outlining how all these actions are to be achieved is to be submitted to Council for approval 28 days prior to commencement of the study.

**X615755V**  
230701 1017 173



3. Consult with Council or its nominated representatives on two occasions for initial background information and also for feedback prior to lodgement with Council.
4. Finalise the report following a preliminary review by the Department of Natural Resources and Environment.
5. Provide an electronic copy of the report in Microsoft Word, including file of scanned map.



**DX615755V-16-7**

**X615755V**

230701 1017 173



## SCHEDULE 3

### INTERIM GRASSLANDS MANAGEMENT GUIDELINES

The interim grasslands management guidelines will provide recommendations on the interim management of flora and fauna during the approval and construction stages of the River Valley Estate project.

#### Tasks

Prepare interim management guidelines for the maintenance of flora and fauna values as identified and documented in the Department of Natural Resources and Environment's submission to the Amendment L75 Panel (27 October 1995). The interim guidelines must address:

- restrictions on public access;
- provision of signage;
- biomass reduction methods (which may include burning);
- control of weeds;
- drainage and fencing works;
- grassland enhancement works; and
- an annual works program.



DX615755V-17-5

**X615755V**  
230701 1017 173



**SCHEDULE 4**




**TIMING AS TO WORKS AND ACTIONS**

The following list of tasks/actions in Column 1 must be completed or provided by the date/milestone referred to in Column 2.

<b>COLUMN 1</b>  <b>TASK / ACTION</b>	<b>COLUMN 2</b>  <b>TO BE PROVIDED BY SPECIFIED DATE / MILESTONE</b>
1. Western Highway/Duke Street road infrastructure improvements (see clause 1(1))	As agreed by Vic Roads, but no later than 5 years after the release of the first residential lots on the Atlantic Link Pty Ltd land
2. Duke Street/Burke Street traffic management works (see clause 1(2))	10% of new lots or 100 new lots released on the Atlantic Link Pty Ltd land, whichever occurs first
3. Pedestrian and bicycle bridge across the Maribyrnong River capable of carrying a shared pathway (see clause 1(3))	Before completion of Stage 7 as shown on the Stages of Development Plan included in the Development Plan
4. Shared pedestrian/bicycle path along the western side of the Maribyrnong River (see clause 1(4))	Before completion of Stage 7 as shown on the Stages of Development Plan included in the Development Plan
5. Childcare centre (see clause 1(7))	80% of new lots released on the Atlantic Link Pty Ltd land or as otherwise agreed by Council
6. Community/resident meeting centre (see clause 1(7))	80% of new lots released on the Atlantic Link Pty Ltd land or as otherwise agreed by Council

**X615755V**  
230701 1017 173



<p>7. Safety fencing and other buildings and works associated with retaining the existing quarries and incorporating them in the open space network (see clause 1(8))</p>	<p>In accordance with open space being provided for the different stages as shown on the Stages of Development Plan included in the Development Plan</p>
<p>8. Pedestrian bridges and other structures including information signs and landscaping associated with open space areas (see clauses 1(8))</p>	<p>In accordance with open space being provided for the different stages as shown on the Stages of Development Plan included in the Development Plan</p>
<p>9. Protection and management of Aboriginal Archaeological sites (see clause 1(8))</p>	<p>Prior to the commencement of works within 100 metres of sites to be protected or in accordance with conditions included in any approvals given by the Wurundjeri Tribe Land and Compensation Cultural Heritage Council Inc.</p>
<p>10. Flora and fauna study (see clause 1(9))</p>  <p>DX615755V-19-1</p>	<p>Before submission of planning permit applications for stages 6, 7 &amp; 8 as shown on the Stages of Development Plan included in the Development Plan or on land in the Industrial Zone. The flora and fauna study is to be undertaken between early Spring and late Autumn</p>
<p>11. Council to determine its satisfaction with flora and fauna study (see clause 1(9))</p>	<p>Within 60 days of submission by the Owner to the Council. If additional information has been requested in writing by Council, within three weeks of it receiving the flora and fauna study, the 60 day period will exclude the time between Council writing to the Owner and receipt of such requested information. Failure to confirm its satisfaction after 60 days will be deemed approval</p>
<p>12. Secure previously identified core grasslands shown on the Grasslands Plan (see clause 1(10))</p>	<p>Within 3 months of the date of this Agreement</p>

**X615755V**  
230701 1017 173



<p><b>13.</b> A revised stormwater plan (see clause 1(11))</p>	<p>Before submission of planning permit applications for stages 6, 7 &amp; 8 as shown on the Stages of Development Plan included in the Development Plan or on land in the Industrial Zone</p>
<p><b>14.</b> Council to determine its satisfaction with storm water management plan (see clause 2(4))</p>	<p>Within 60 days of submission by the Owner to the Council. If additional information has been requested in writing by Council, within three weeks of it receiving the storm water management plan, the 60 day period will exclude the time between Council writing to the Owner and receipt of such requested information. Failure to confirm its satisfaction after 60 days will be deemed approval</p>
<p><b>15.</b> A further development plan for that part of the land not presently within the Residential 1 Zone but affected by the Development Plan Overlay Schedule 3 (see clause 1(13))</p>	<p>Within 15 months of the date of this agreement or such other period as the Council may agree upon</p>
<p><b>16.</b> Prepare, exhibit and process a Planning Scheme amendment to rezone land presently zoned Industrial 1 (see clause 2(1))</p>	<p>Within 12 months of Council confirming in writing its satisfaction with the flora and fauna study</p>

- End of Table -



DX615755V-20-5

**X615755V**  
230701 1017 173



## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Ferraro & Company Pty Limited C/- InfoTrack  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 4285

NO PROPOSALS. As at the 24th February 2021, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

38 RIVERBEND WAY, SUNSHINE NORTH 3020  
CITY OF BRIMBANK

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

Date of issue: 24th February 2021

Telephone enquiries regarding content of certificate: 13 11 71



# Building Information Certificate 51(1)

Building Act 1993  
Building Regulations 2018  
Regulation 51(1)



Your Reference: 45799264-016-3  
Our Reference: 18239  
Contact: Deanne Andrew  
Telephone no: 9249 4603

T 9249 4000  
W [brimbank.vic.gov.au](http://brimbank.vic.gov.au)  
E [info@brimbank.vic.gov.au](mailto:info@brimbank.vic.gov.au)

PO BOX 70  
Sunshine Victoria 3020

301 Hampshire Road  
Sunshine

LANDATA  
GPO Box 527  
MELBOURNE VIC 3001

<b>Property Address:</b>	<b>38 RIVERBEND WAY SUNSHINE NORTH 3020</b>
<b>Title Information:</b>	<b>LOT: 9 PLN: 725961</b>

**(a) Details of any permit or certificate of final inspection issued in the preceding 10 years;**

Building Permit/ Approval No.	Date Issued	Description of Work	Occupancy Permit/Certificate of Final Inspection	
			Date	No.
Nil				

**(b) Details of any current determination made under regulation 64(1) or exemption granted under regulation 231(2);**

Statement Details	Date Issued	RBS Name
Nil		

**(c) Details of any current notice or order issued by the relevant building surveyor under the Act;**

Building Enforcement Type	Date Issued	RBS Name
Nil		

**PLEASE NOTE:**

- Permit, certificate, notice, order and report dates are accurate to the extent of Council's computer database information. If you wish to confirm actual issue dates you will be required to make application for copies of documents.
- In addition, the existence of permits or certificates does not indicate whether all construction on a property complies with approvals. Independent enquiries should be made if in any doubt or if any problem is anticipated or encountered.
- All residential properties with existing swimming pools or spas must have compliant safety pool fencing.
- All dwellings must have approved self-contained smoke alarms installed in appropriate locations.

A handwritten signature in blue ink, appearing to read "Ashley Hansen".

**ASHLEY HANSEN**  
MUNICIPAL BUILDING SURVEYOR  
BRIMBANK CITY COUNCIL

**DATE:** 2 March 2021



## **LAND INFORMATION CERTIFICATE**

Section 229 Local Government Act, 1989.

T 9249 4000  
W brimbank.vic.gov.au

PO BOX 70  
Sunshine, Victoria 3020

### ***Rates and Charges for period 1 July 2020 to 30 June 2021.***

Your Reference: 45799264-015-6  
Assessment Number: 1142629

Certificate Number: 95557  
Issue date: 24/02/2021

#### **APPLICANT:**

LANDATA  
GPO Box 527  
MELBOURNE VIC 3001

#### **PROPERTY LOCATION: 38 RIVERBEND WAY SUNSHINE NORTH 3020**

Title: LOT: 9 PLN: 725961  
Volume No:  
Folio No.  
Ward: Harvester

Capital Improved Value: \$495,000  
Net Annual Value: \$24,750  
Site Value: \$495,000  
Effective Date: 1/07/2020  
Base Date: 01/01/2020

#### **RATES CHARGES AND OTHER MONIES:**

Vacant Land Rate Date Levied 21/08/2020	\$2,140.88
Municipal Charge Date Levied 21/08/2020	\$76.48
Fire Service Levy Residential Charge Date Levied 21/08/2020	\$113.00
Fire Service Levy Residential Rate Date Levied 21/08/2020	\$26.73
Rate Arrears to 30/06/2020:	\$0.00
Interest to 29/06/2020:	\$0.00
Other Monies:	\$0.00
Less Rebates:	\$0.00
Less Payments:	-\$1,179.09
Less Other Adjustments:	\$0.00
<b>Total Rates &amp; Charges Due:</b>	<b>\$1,178.00</b>
<b>Additional Monies Owed:</b>	
Debtor Balance Owing	
<b>Special Charge:</b>	
nil	nil
<b>TOTAL DUE:</b>	<b>\$1,178.00</b>

In accordance with section 175(1) & (2) Local Government Act 1989, a person who becomes the owner of rateable land must pay any rate or charge on the land which is current and any arrears of rates or charges (including any interest on those rates or charges) on the land which are due and payable. OVERDUE AMOUNTS ACCRUE INTEREST ON A DAILY BASIS AT 10.00% P.A.

For further information contact: Revenue/Rating Department Ph: (03) 9249 4000.

Assessment Number: 1142629  
Certificate Number: 95557



**Biller Code: 93948**  
**Reference No: 00001142629**  
**Amount: \$1,178.00**

Contact your bank or financial institution to make this payment directly from your cheque, savings or credit account.

**More info: [bpay.com.au](http://bpay.com.au)**

**ADDITIONAL INFORMATION:**

**IMPORTANT INFORMATION:**

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

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

After the issue of this Certificate, Council may be prepared to provide up to date verbal information to the Applicant about matters disclosed in this Certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

Verbal confirmation of any variation to the amount will only be given for a period of 120 days after the issue date. For settlement purposes after 120 days, a new Certificate must be applied for.

A handwritten signature in black ink, appearing to be 'A. J. M.', written over a horizontal dashed line.

AUTHORISED OFFICER



City West Water

ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

1253 0312 6129

DATE OF ISSUE - 24/02/2021

APPLICATION NO.

926212

LANDATA COUNTER SERVICES

YOUR REF.  
45799264-029-3

SOURCE NO. 99904685210

**PROPERTY:** 38 RIVERBEND WAY SUNSHINE NORTH VIC 3020

**Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges**

The sum of one hundred and eighty three dollars and thirty four cents is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge 1/07/2020 - 30/06/2021	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	104.32	Quarterly	31/12/2020	52.16	52.16
PARKS SERVICE CHARGES	79.02	Annually	30/06/2021	79.02	79.02
<b>TOTAL</b>	<b>183.34</b>			<b>131.18</b>	<b>131.18</b>

Service charges owing to 30/06/2020	0.00
Service charges owing for this financial year	131.18
Adjustments	0.00
<b>Current amount outstanding</b>	<b>131.18</b>
Plus remainder service charges to be billed	52.16
<b>BALANCE including unbilled service charges</b>	<b>183.34</b>

City West Water property settlement payments can be made via BPAY. If using BPAY please use the BPAY Biller code and reference below.

Biller Code: 8789  
Reference: 1253 0312 6129



City West Water

ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

1253 0312 6129

DATE OF ISSUE - 24/02/2021

APPLICATION NO.

926212

Where applicable, this statement gives particulars of City West Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

This installation is not supplied with water through a City West Water meter.



City West Water

ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

1253 0312 6129

DATE OF ISSUE - 24/02/2021

APPLICATION NO.

926212

## Information given pursuant to section 158 of the Water Act 1989

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

Pursuant to section 144 of the Water Act 1989 City West Water has declared this property to be a serviced property for the purpose of: (a) Water supply; and (b) Sewerage services Pursuant to section 145 of the Water Act 1989, certain conditions of connection bind the owner and occupier of the property while it is connected to any of the services. For further information or to obtain conditions of connection, telephone 131 691 or visit [www.citywestwater.com.au](http://www.citywestwater.com.au)

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:

ROHAN CHARRETT  
GENERAL MANAGER  
CUSTOMER EXPERIENCE  
CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

City West Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.

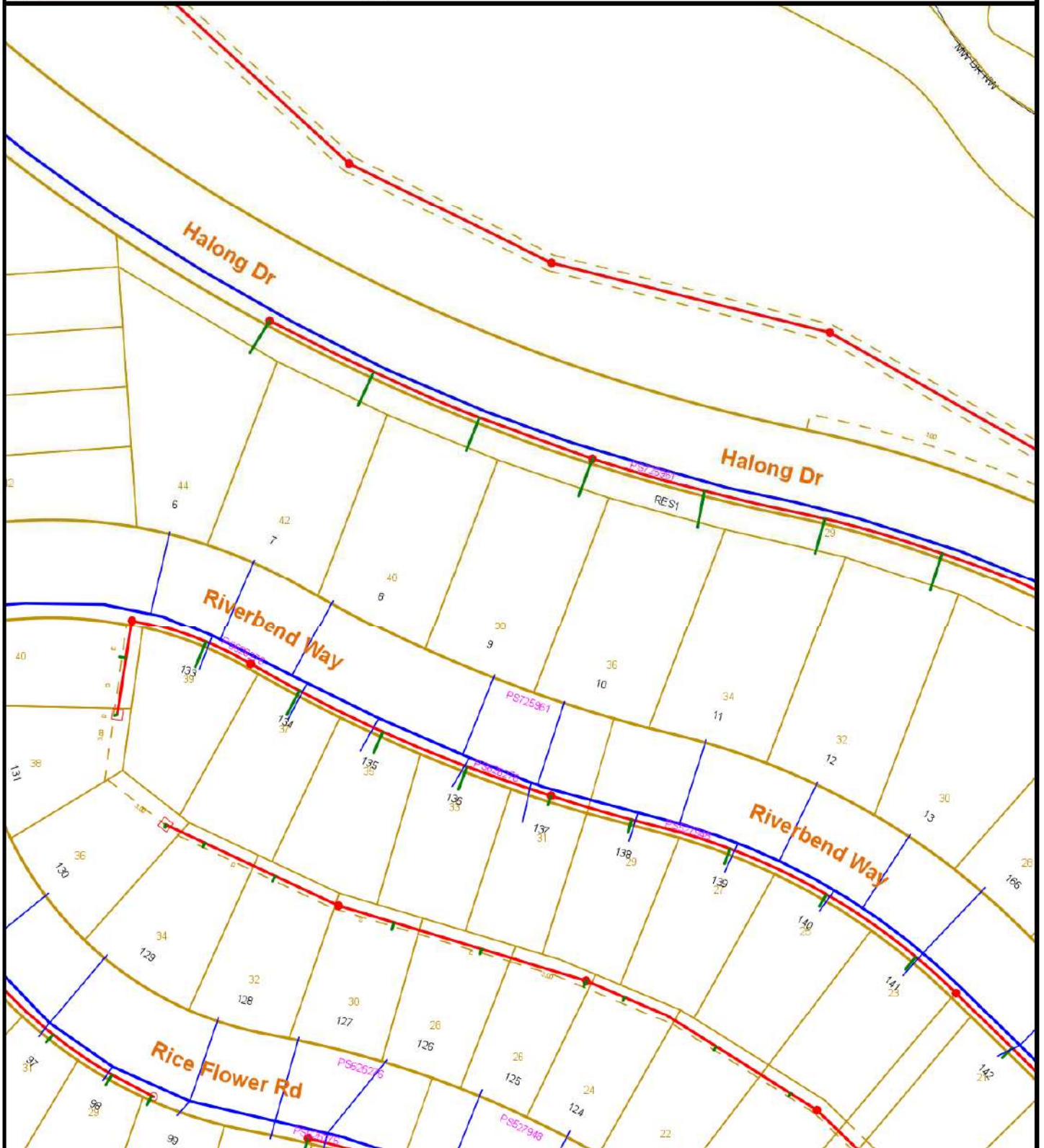


City West  
Water™

# Encumbrance Plan

## 38 RIVERBEND WAY SUNSHINE NORTH 3020

### Application No. 926212



#### LEGEND

	Circular Manhole		Recycled Water Main		MW Sewer Main
	Inspection Shaft		MW Channel		MW Abandoned Sewer Main
	Sewer Main		MW Abandoned Channel		MW Water Main
	Abandoned Sewer Main		MW Natural Waterway		MW Abandoned Water Main
	Water Main		MW Underground Drain		MW Manhole
	Abandoned Water Main		MW Abandoned Underground Drain		MW Abandoned Manhole



Date: 24/02/2021

Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. City West Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

721357

## APPLICANT'S NAME & ADDRESS

FERRARO & COMPANY PTY LIMITED C/- INFOTRACK C/-  
LANDATA

MELBOURNE

## VENDOR

BRANKOVIC, ZELKO

## PURCHASER

BRANKOVIC, ZELKO

## REFERENCE

4285

This certificate is issued for:

LOT 9 PLAN PS725961 ALSO KNOWN AS 38 RIVERBEND WAY SUNSHINE NORTH  
BRIMBANK CITY

The land is covered by the:

BRIMBANK PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2
- and a DEVELOPMENT PLAN OVERLAY - SCHEDULE 3

A detailed definition of the applicable Planning Scheme is available at :

<http://planningschemes.dpcd.vic.gov.au/schemes/brimbank>

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

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

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

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

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

LANDATA®  
2 Lonsdale Street  
Melbourne VIC 3000  
Tel: (03) 9194 0606

24 February 2021

Hon. Richard Wynne MP  
Minister for Planning

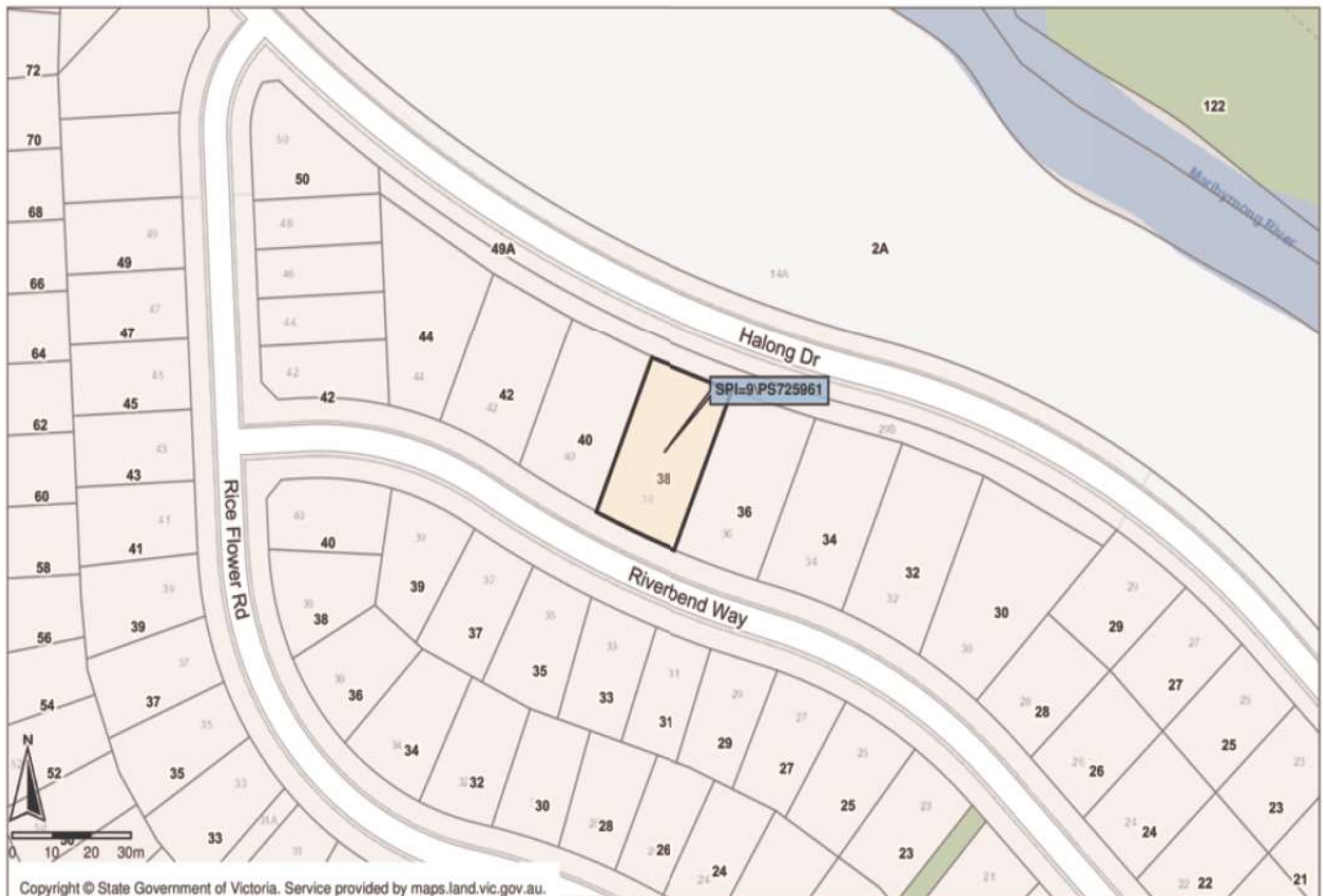


The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

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

If this property is different to the one expected, you can phone (03) 9194 0606 or email [landata.enquiries@delwp.vic.gov.au](mailto:landata.enquiries@delwp.vic.gov.au).

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



## Choose the authoritative Planning Certificate

### Why rely on anything less?

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

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

## Privacy Statement

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

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 02 March 2021 11:23 AM

## PROPERTY DETAILS

Address: **38 RIVERBEND WAY SUNSHINE NORTH 3020**  
 Lot and Plan Number: **Lot 9 PS725961**  
 Standard Parcel Identifier (SPI): **9\PS725961**  
 Local Government Area (Council): **BRIMBANK**  
 Council Property Number: **1142629**  
 Planning Scheme: **Brimbank**  
 Directory Reference: **Melway 27 B6**

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

[planning-schemes.delwp.vic.gov.au/schemes/brimbank](http://planning-schemes.delwp.vic.gov.au/schemes/brimbank)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
 Melbourne Water Retailer: **City West Water**  
 Melbourne Water: **inside drainage boundary**  
 Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**  
 Legislative Assembly: **ST ALBANS**

## Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



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- GRZ - General Residential
- NRZ - Neighbourhood Residential
- PPRZ - Public Park & Recreation
- PUZ1 - Public Use - Service & Utility

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

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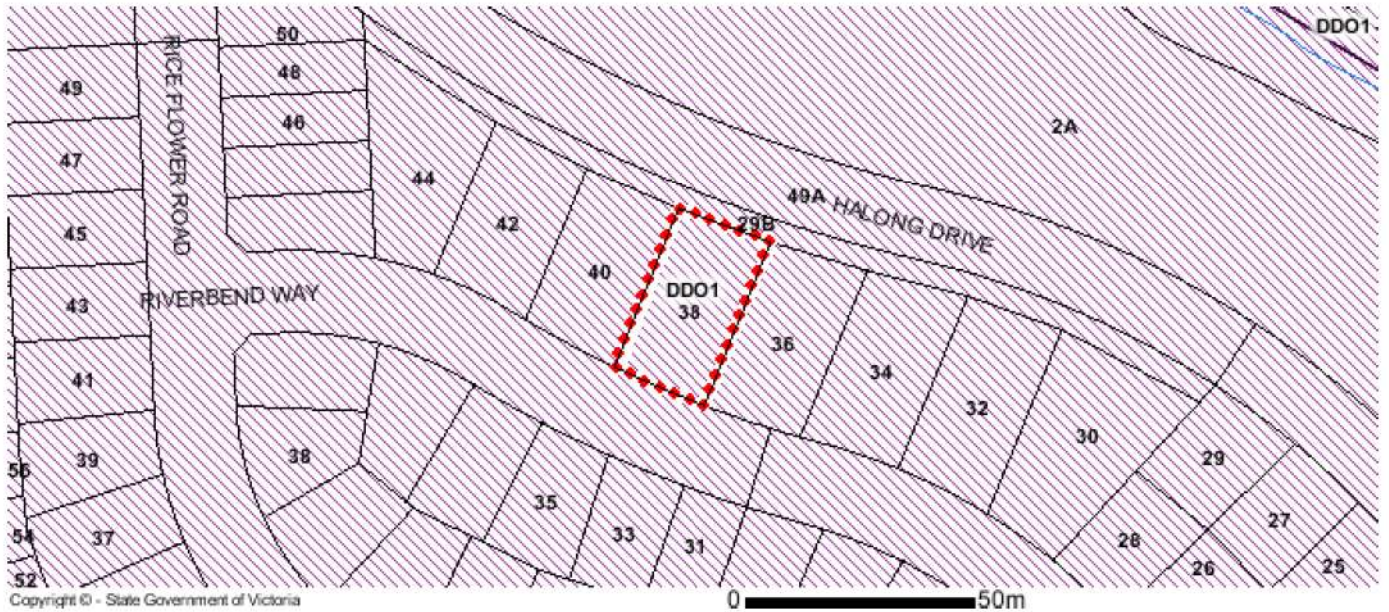
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

## Planning Overlays

### DESIGN AND DEVELOPMENT OVERLAY (DDO)

#### DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1 (DDO1)

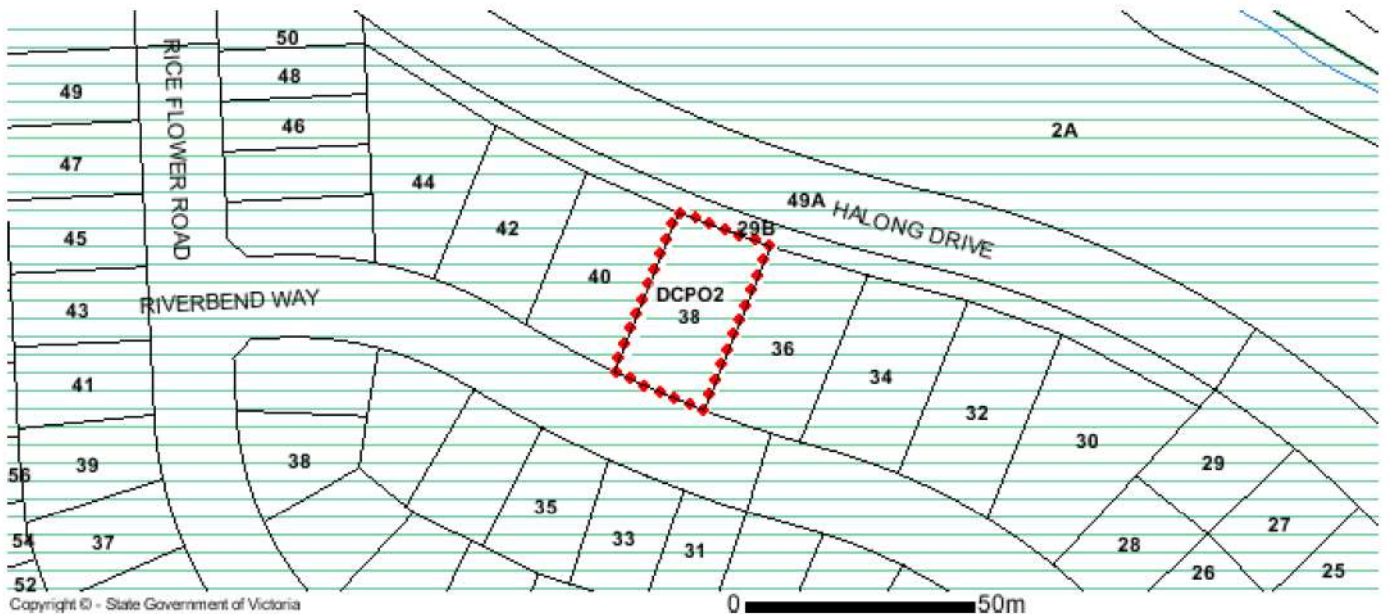


DDO - Design and Development

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

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

#### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



DCPO - Development Contributions Plan

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

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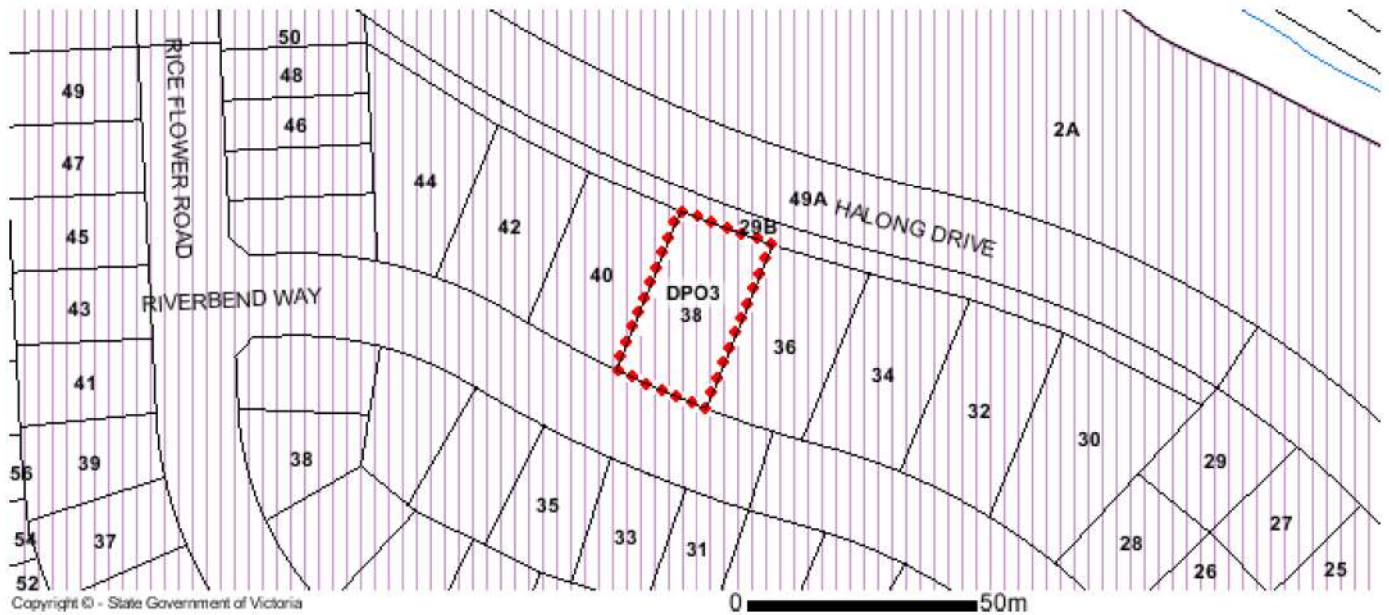
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## Planning Overlays

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 3 (DPO3)



 DPO - Development Plan

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

## Planning Overlays

### OTHER OVERLAYS

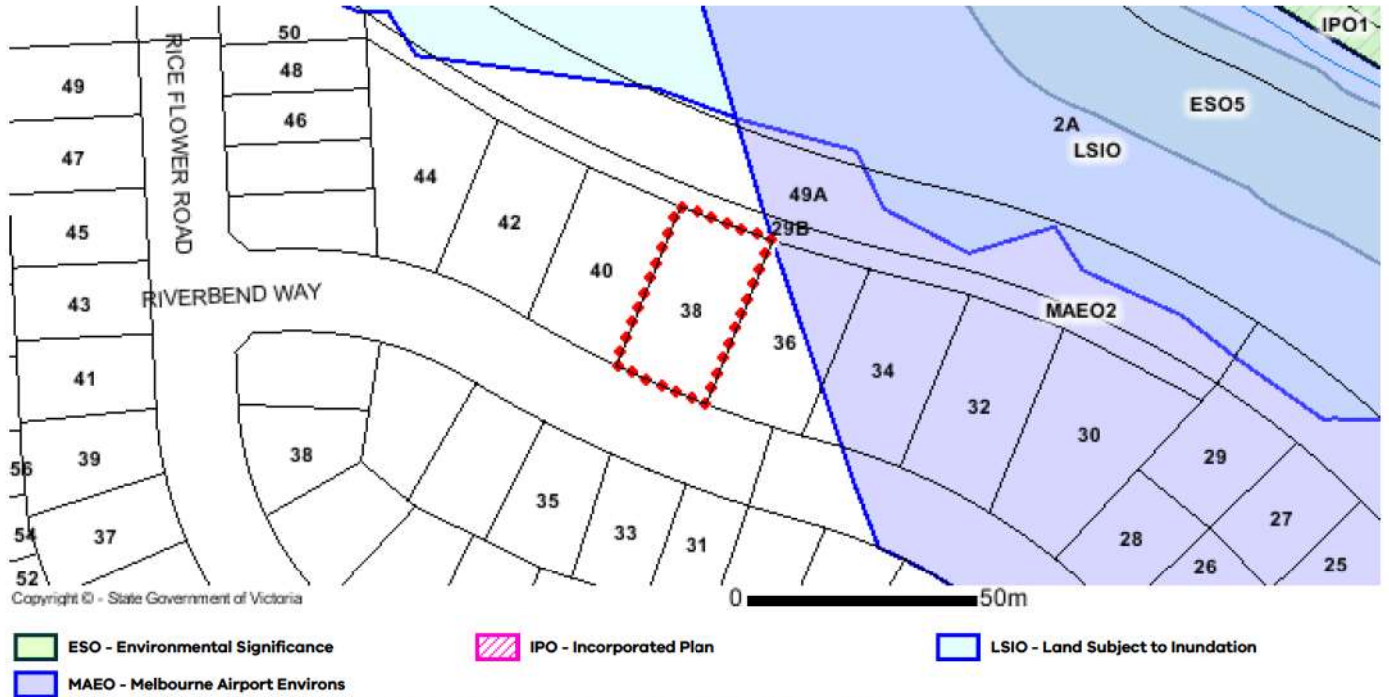
Other overlays in the vicinity not directly affecting this land

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

[INCORPORATED PLAN OVERLAY \(IPO\)](#)

[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)

[MELBOURNE AIRPORT ENVIRONS OVERLAY \(MAEO\)](#)



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## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

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

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html>



 Aboriginal Heritage

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## Further Planning Information

Planning scheme data last updated on 24 February 2021.

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

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

## Designated Bushfire Prone Area

**This property is not in a designated bushfire prone area.  
No 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 <http://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 [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

Copies of the Building Act and Building Regulations are available from [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au)

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>



## Property Report from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 02 March 2021 11:23 AM

**Address:** 38 RIVERBEND WAY SUNSHINE NORTH 3020

**Lot and Plan Number:** Lot 9 PS725961

**Standard Parcel Identifier (SPI):** 9\PS725961

**Local Government (Council):** BRIMBANK **Council Property Number:** 1142629

**Directory Reference:** Melway 27 B6

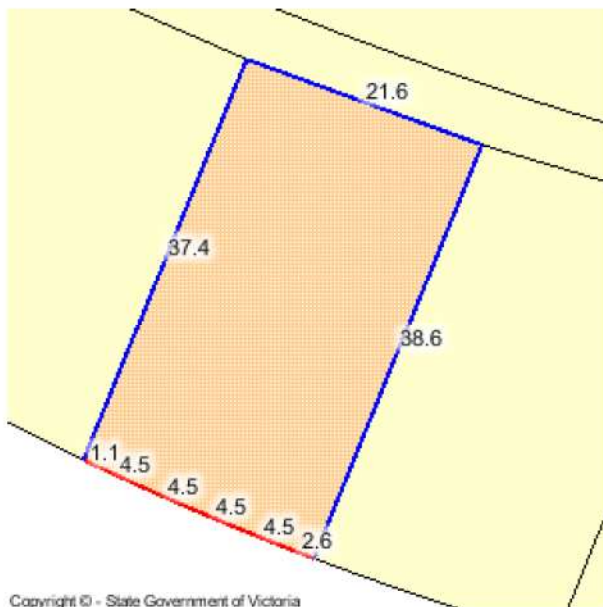
**This property is not in a designated bushfire prone area.**

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

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

### Site Dimensions

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



**Area:** 825 sq. m

**Perimeter:** 119 m

For this property:

— Site boundaries

— Road frontages

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

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

### State Electorates

**Legislative Council:** WESTERN METROPOLITAN

**Legislative Assembly:** ST ALBANS

### Utilities

**Rural Water Corporation:** Southern Rural Water

**Melbourne Water Retailer:** City West Water

**Melbourne Water:** inside drainage boundary

**Power Distributor:** POWERCOR (Information about [choosing an electricity retailer](#))

Planning information continued on next page

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## Planning Zone Summary

**Planning Zone:** [GENERAL RESIDENTIAL ZONE \(GRZ\)](#)  
[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)

**Planning Overlays:** [DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)  
[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1 \(DDO1\)](#)  
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)  
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 \(DCPO2\)](#)  
[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)  
[DEVELOPMENT PLAN OVERLAY - SCHEDULE 3 \(DPO3\)](#)

## Areas of Aboriginal Cultural Heritage Sensitivity:

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

Planning scheme data last updated on 24 February 2021.

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

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To obtain a Planning Certificate go to [Titles and Property Certificates](#)

The Planning Property Report includes separate maps of zones and overlays

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 [Planning Maps Online](#)

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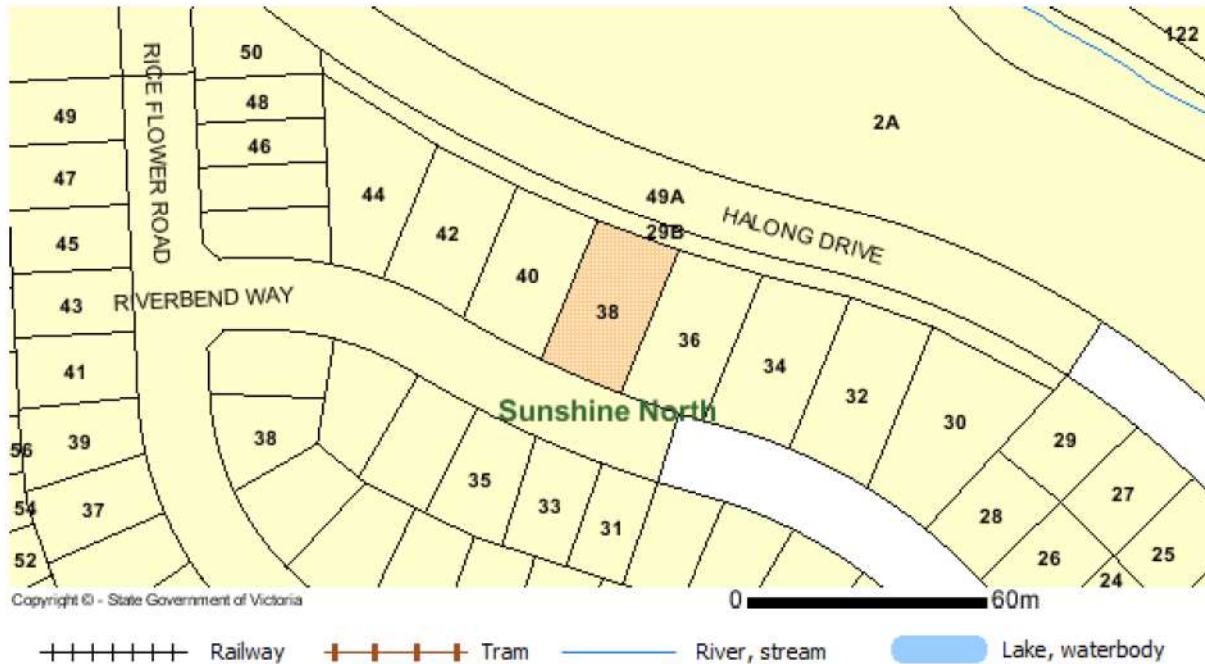
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Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

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

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html>

### Area Map



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# 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.

(04/10/2016)