

CATHERINE MARY LE MAITRE

to

CONTRACT OF SALE OF LAND

Property: 70A (Lot 2) Garonne Drive, Bannockburn 3331

MANN LEGAL TORQUAY

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Tel: 03 5261 2000
Ref: CAB:237297E1

Contract of sale of land

Property: 70A (Lot 2) Garonne Drive,
Bannockburn

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AUSTRALIAN INSTITUTE OF CONVEYANCERS VICTORIA

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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* (Vic) 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* (Vic).

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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

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* (Vic).

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:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....

Name of individual

State nature of authority (if applicable):

.....

Signature of individual

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....

Name of individual

State nature of authority (if applicable):

.....

Signature of individual

WHERE SIGNATORY IS A COMPANY

EXECUTED by

ABN
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

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* (Vic)

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

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

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Particulars of sale

Vendor's estate agent

First National Real Estate - Golden Plains
Shop 11, Country Plaza, 6 High Street, Bannockburn, VIC 3331

Email: rene@goldenplainsfn.com.au

Tel: 03 5281 4500 Mob: 0419 764 940 Ref: Rene Pompe

Vendor

CATHERINE MARY LE MAITRE

1527 Midland Highway, Bannockburn, VIC 3331

Vendor's legal practitioner or conveyancer

Mann Legal Torquay

7 Zeally Bay Road, Torquay VIC 3228
PO Box 447, Torquay VIC 3228

Email: carolyn@mannlegal.com.au

Tel: 03 5261 2000 Ref: CAB:237297E1

Purchaser

Name:

.....

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12511 Folio 929	2	PS908111

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: **70A (Lot 2) Garonne Drive, Bannockburn 3331**

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

Payment

Price	\$	
Deposit	\$	
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 21st 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. Director's Guarantees

In the event the purchaser or nominated purchaser is a company the purchaser will simultaneously with the execution of this contract arrange for its directors to execute the guarantee and indemnity in the form annexed to this contract.

1. Default costs charges & expenses

1.1 The purchaser must pay all reasonable costs, losses, charges and expenses, including any loss arising from land tax levied against the vendor in respect of the premises, in a later land tax year than that in which settlement should have occurred, which land tax would not have been levied against the vendor had the purchaser settled on time, incurred by the vendor due to any default by the purchaser in payment of any money payable under this contract or any breach by the purchaser of any of the terms of this contract.

1.2 General condition 33 is amended to read as "*Interest at the rate of 2% per annum plus the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983 (Vic) 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.*"

2. Interpretation

In this contract unless the context otherwise requires:

- 2.1 headings are for convenience of reference only and do not affect interpretation;
- 2.2 words importing the singular include the plural and vice versa;
- 2.3 words importing a gender include any gender;
- 2.4 a reference to a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government body;
- 2.5 a reference to an Act of Parliament, includes that Act as amended or replaced and all regulations made under it;
- 2.6 a reference to a body whose functions have become exercisable by another body, is a reference to the latter body;
- 2.7 a covenant or agreement on the part of two or more persons binds them jointly and severally; and
- 2.8 where any form of the word "include" appears, it is to be read as if followed by the words "without limitation".

3. Whole agreement

This contract comprises the whole of the agreement between the parties and it is expressly agreed that no other covenants or promises are implied into this contract or arise between the parties pursuant to any collateral or other agreement and the purchaser shall not be entitled to rely on any representations made by the vendor or their agents except such as are made conditions of this contract.

4. Purchaser acknowledgements

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

- 4.1 In its present condition and state of repair;
- 4.2 Subject to all defects latent and patent;
- 4.3 Subject to any infestations and dilapidation;
- 4.4 Subject to all existing water, sewerage, drainage & plumbing services and connections in respect of the property; and
- 4.5 Subject to any non-compliance with the Local Government Act 1989, Building Act 1993 or other legislation, subordinate legislation or regulations in respect of any building on the land.

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

5. Adjustment of Rates and Out-goings

In the event that the Property is not separately rated as at the settlement date then the parties agree to adjust the rates on the basis of dividing the total rate outstanding by the size of the lot contained in the plan of subdivision. The vendor covenants to pay such total rate and the purchaser agrees that for the purpose of adjusting the rates the rates shall be deemed to have been paid.

6. On-Sale/Re-sale

The Purchaser agrees that they will not on-sell or sell the lot as vacant land within 12 months of the settlement date unless they have the written permission of the Vendor. This condition shall not merge upon settlement.

7. Planning Permit

The purchaser acknowledges their obligations as to landscaping on the common property as per the Planning Permit.

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 all directors of the purchaser to guarantee the purchaser’s performance of this contract if the purchaser is a proprietary limited company.

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor –
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive

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

- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

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

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

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

6.6 If sections 137B and 137C of the *Building Act 1993 (Vic)* 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 (Vic)* and regulations made under the *Building Act 1993 (Vic)*.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993 (Vic)* 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 digital duties form 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 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification 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. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 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* (Vic) 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* (Vic).

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* (Vic).

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 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.

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

- 14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) 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.
- 14.6 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.
- 14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

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 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 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. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written

communications.

- 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 during the hours that the settling ELNO operates in the State of Victoria.

- 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 with the land 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
- (d) 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 these general conditions –
- (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 –
 - (i) a registered building surveyor;
 - (ii) a registered building inspector;
 - (iii) a registered domestic builder; or
 - (iv) an architect,which is –
 - (v) prepared in compliance with Australian Standard AS 4349.1-2007;
 - (vi) identifies a current defect in a structure on the land; andthe author states is a major 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 inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and 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 basis that 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
- 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.
- 23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962 (Vic)* applies.

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)* (Tax Act) 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 Tax Act. 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 Tax Act ("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 Tax Act 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 Tax Act. 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 Tax Act or in the GST Act 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 Tax Act 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 Tax Act, 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 Tax Act 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 Tax Act. 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 Tax Act. 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 Tax Act, 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 Tax Act. 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 Tax Act 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 Tax Act 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 Tax Act.

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served –
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised 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 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.
- 27.6 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.
- 28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies.

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* (Vic) –
- (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* (Vic); 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 and the purchaser is entitled to possession or receipt of the rents and profits, 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.

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 the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* (Vic) 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 or acceptance by the vendor of a repudiation by the purchaser –
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
-

GUARANTEE AND INDEMNITY

THIS DEED dated day of 2026

TO: **Catherine Mary Le Maitre** of 1527 Midland Highway, BANNOCKBURN, Victoria
(Vendor)

FROM of
(Purchaser)

FROM of
(Guarantor)

IN CONSIDERATION of the vendor having at the request of the guarantor agreed to sell the land described within the attached 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.
5. For the consideration aforesaid and as a separate and coverable covenant the guarantor HEREBY AGREES to indemnify the vendor not only by reason of the non-payment by the purchaser of all money payable or that may become payable under the contract of sale but

also in respect of all costs charges and expenses whatsoever which the vendor may incur by reason of any default on the part of the purchaser in relation to the contract of sale.

EXECUTED AS A DEED

EXECUTED BY

)

)

**pursuant to section 127 of the
Corporations Act (Cth) 2001**

.....
Director

.....
Director

Name:

Name:

SIGNED SEALED & DELIVERED BY)

)

.....
Signature

in the presence of:

.....
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.

Land	70A (Lot 2) Garonne Drive, Bannockburn 3331
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Vendor's name	Catherine Mary Le Maitre	Date / /
Vendor's signature		

Purchaser's name		Date / /
Purchaser's signature		

Purchaser's name		Date / /
Purchaser's signature		

1 FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

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.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR <input type="checkbox"/> 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 vendor's 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:

Not Applicable.

4.3. Compulsory Acquisition

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

Not Applicable.

5 BUILDING PERMITS

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

Not Applicable.

6 OWNERS CORPORATION

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

6.1 Attached is a current owners corporation certification with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporation Act 2006*.

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

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 1000m²; (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)

--

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

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

VOLUME 12511 FOLIO 929

Security no : 124134658718G
Produced 14/05/2026 02:34 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 908111F.
PARENT TITLE Volume 10614 Folio 316
Created by instrument PS908111F 03/11/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
CATHERINE MARY LE MAITRE of 1527 MIDLAND HIGHWAY BANNOCKBURN VIC 3331
PS908111F 03/11/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX093616N 28/07/2023
WEBSTER DOLILTA FINANCE LTD

COVENANT PS908111F 03/11/2023

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987
AW838670R 18/05/2023

DIAGRAM LOCATION

SEE PS908111F 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: 68 GARONNE DRIVE BANNOCKBURN VIC 3331

ADMINISTRATIVE NOTICES


NIL

eCT Control 14916Q BAIRD & MCGREGOR PTY LTD
Effective from 03/11/2023

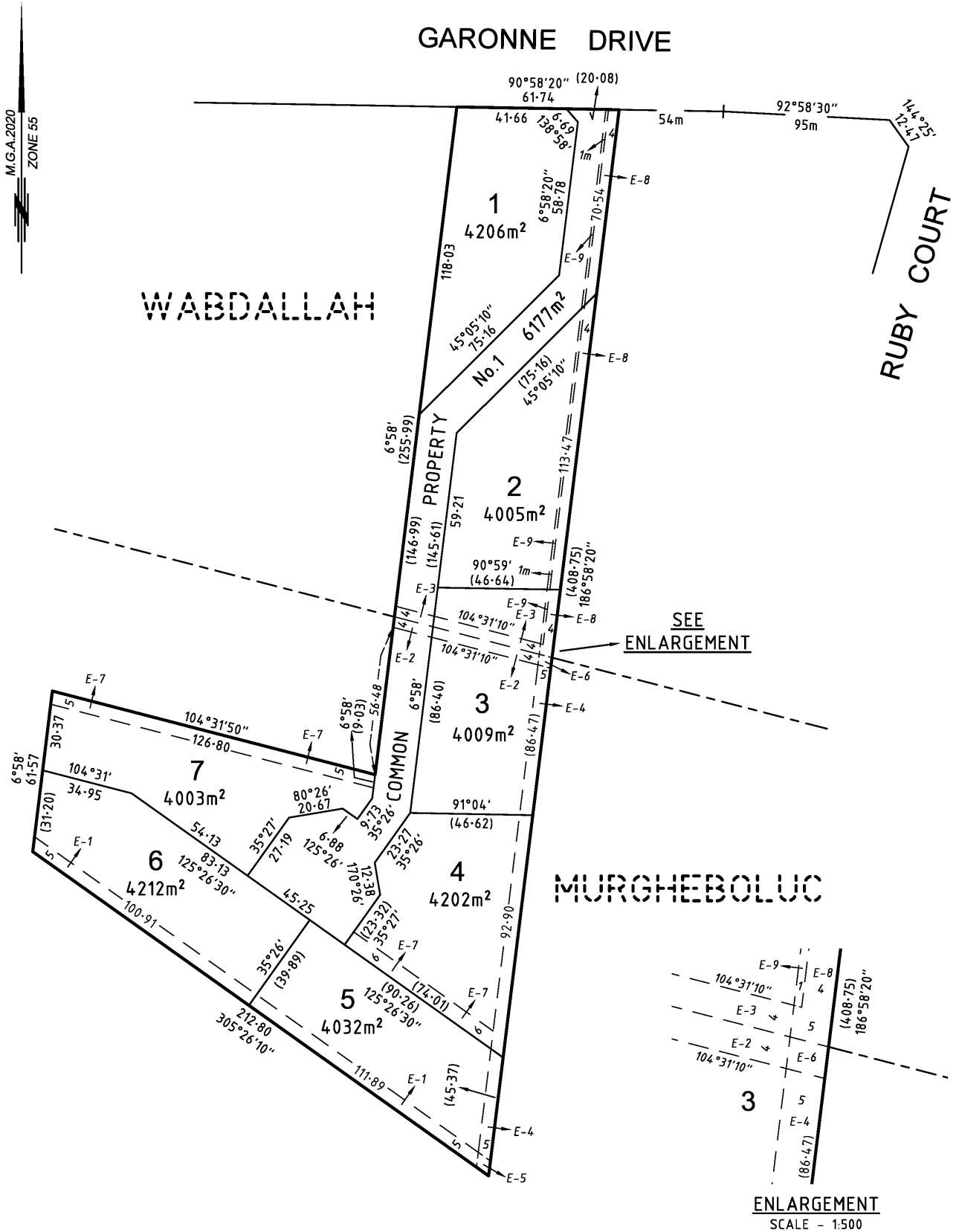
OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS908111F

DOCUMENT END

PLAN OF SUBDIVISION			EDITION 1	PLAN NUMBER PS908111F
LOCATION OF LAND PARISH: WABDALLAH MURGHEBOLUC TOWNSHIP: - - SECTION: 17 20 CROWN ALLOTMENT: 6 & 6A (PARTS) 25 (PART) CROWN PORTION: - - TITLE REFERENCE: VOL.10614 FOL.316 LAST PLAN REFERENCE: LOT 2 ON PS434167R POSTAL ADDRESS: 68 GARONNE DRIVE (at time of subdivision) BANNOCKBURN, 3331 MGA CO-ORDINATES: E: 254 020 ZONE: 55 (of approx centre of land in plan) N: 5 784 250 MGA2020			Council Name: Golden Plains Shire Council Council Reference Number: S-1527 Planning Permit Reference: P19213 SPEAR Reference Number: S194860B Certification This plan is certified under section 6 of the Subdivision Act 1988 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: Sarah Maree Smith for Golden Plains Shire Council on 12/09/2023	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		CREATION OF RESTRICTION A. Upon registration of this plan (PS908111F) the following restriction is created: Land to be benefited: Lots 1-7 (both inclusive) on this plan (PS908111F) Land to be burdened: Lots 1-6 (both inclusive) & on this plan (PS908111F)	
NIL	NIL			
NOTATIONS			DESCRIPTION OF RESTRICTION A. The Registered Proprietor or proprietors for the time being of any burdened lot shall not construct a dwelling which exceeds four habitable bedrooms. Habitable bedrooms include any room that may be closed off with a door, such as a study, library or sunroom that could be used for the purpose of a bedroom. COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS. LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF OWNERS CORPORATION (S) INCLUDING PURPOSE, RESPONSIBILITY AND ENTITLEMENT AND LIABILITY, SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION RULES AND OWNERS CORPORATION ADDITIONAL INFORMATION.	
DEPTH LIMITATION: APPLIES TO CA 6A SEC 17 15.24m BELOW THE SURFACE, BALANCE NONE. SURVEY: This plan is is not based on survey. STAGING: This is is not a staged subdivision. Planning Permit No. P19213 This survey has been connected to permanent marks No(s). WABDALLAH 52, 53, 58 In Proclaimed Survey Area No. - WARNING: The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
EASEMENTS AND RIGHTS IMPLIED BY SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	5	PS347684E	GOLDEN PLAINS SHIRE
E-2	TELEPHONE & DATA TRANSMISSION	4	PS347684E	LOTS ON PS347684E
E-3, E-8	DRAINAGE & SEWERAGE	4	PS301938H	LAND IN PS301938H
E-4	DRAINAGE	5	INST. No.R125916T	C/T VOL.9495 FOL.719
E-5	DRAINAGE	5	PS347684E INST. No.R125916T	GOLDEN PLAINS SHIRE C/T VOL.9495 FOL.719
E-6	TELEPHONE, DATA TRANSMISSION & DRAINAGE	SEE PLAN SEE PLAN	PS347684E INST. No.R125916T	LOTS ON PS347684E C/T VOL.9495 FOL.719
E-7	DRAINAGE	SEE PLAN	THIS PLAN	LOTS ON THIS PLAN
E-4, E-6, E-8, E-9	DRAINAGE	SEE PLAN	THIS PLAN	GOLDEN PLAINS SHIRE
 Stantec Australia Pty Ltd ABN: 17 007 920 322 Level 1, 27-31 Myers Street (PO Box 1137), Geelong, VIC Australia 3220 Tel: 03 5202 4600 Web: www.stantec.com/au			SURVEYORS FILE REF: 17756-02 Digitally signed by: Geoffrey Patterson, Licensed Surveyor, Surveyor's Plan Version (3), 07/08/2023, SPEAR Ref: S194860B	ORIGINAL SHEET SIZE: A3 SHEET 1 OF 2 SHEETS PLAN REGISTERED TIME: 02:10 PM DATE: 03/11/2023 L.D.Rozario Assistant Registrar of Titles

PLAN NUMBER
PS908111F

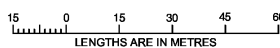


SURVEYORS FILE REF: 17756-02



Slantec Australia Pty Ltd | ABN: 17 007 920 322
Level 1, 27-31 Myers Street (PO Box 1137), Geelong, VIC Australia 3220
Tel: 03 5202 4600
Web: www.slantec.com/au

SCALE
1:1500



Digitally signed by: Geoffrey Patterson, Licensed Surveyor,
Surveyor's Plan Version (3),
07/08/2023, SPEAR Ref: S194860B

ORIGINAL SHEET
SIZE: A3

SHEET 2

Digitally signed by:
Golden Plains Shire Council,
12/09/2023,
SPEAR Ref: S194860B



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Produced 04/10/2024 10:40:12 AM

Status	Registered	Dealing Number	AW838670R
Date and Time Lodged	18/05/2023 12:06:04 PM		

Lodger Details

Lodger Code	18776H
Name	HARWOOD ANDREWS
Address	
Lodger Box	
Phone	
Email	
Reference	7cmm:22300727

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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Estate and/or Interest

FEE SIMPLE

Land Title Reference

10614/316

Instrument and/or legislation

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

Applicant(s)

Name	GOLDEN PLAINS SHIRE COUNCIL
Address	
Street Number	2
Street Name	POPE
Street Type	STREET
Locality	BANNOCKBURN
State	VIC
Postcode	3331

Additional Details



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Refer Image Instrument

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

Execution

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

Executed on behalf of	GOLDEN PLAINS SHIRE COUNCIL
Signer Name	CLARE MARGARET MCKENNA
Signer Organisation	THE LANTERN LEGAL GROUP PTY LTD
Signer Role	LAW PRACTICE
Execution Date	18 MAY 2023

File Notes:

NIL

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

Statement End.



Imaged Document Cover Sheet

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Document Type	Instrument
Document Identification	AW838670R
Number of Pages (excluding this cover sheet)	14
Document Assembled	04/10/2024 10:40

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**SECTION 173 AGREEMENT
PLANNING AND ENVIRONMENT ACT 1987**

GOLDEN PLAINS SHIRE COUNCIL

Responsible Authority

- and -

CATHERINE MARY LE MAITRE

Registered Land Owner

in relation to land at:

68 GARONNE DRIVE, BANNOCKBURN

Cole Sloan:22300727

Harwood Andrews
ABN 98 076 868 034
Tower 2 | Collins Square
Level 22, 727 Collins Street
Melbourne 3008, Victoria, Australia
DX 30970 Stock Exchange
PO Box 633 Collins Street West Vic 8007

T 03 9611 0190 F 03 9620 9288

THIS AGREEMENT is made the Seventeenth day of MAY 2023

PARTIES:

1. **Golden Plains Shire Council** of 2 Pope Street, Bannockburn 3331
(Responsible Authority)
2. **Catherine Mary Le Maitre** of 1527 Midland Highway, Bannockburn 3331
(Owner)

RECITALS:

- R.1. The Owner is the registered proprietor of the land known as 68 Garonne Drive, Bannockburn, being the land described in Certificate of Title Volume 10614 Folio 316 (**Land**).
- R.2. The Responsible Authority is responsible for the administration and enforcement of the Planning Scheme pursuant to the provisions of the Act.
- R.3. The Responsible Authority issued planning permit number P19213 on 30 November 2021 allowing "development of the land for the purposes of a seven lot subdivision and associated native vegetation removal pursuant to the provisions of the LDRZ (Clause 32.03-3), DDO5 (Clause 43.02-3) and Clause 52.17-1 of the planning scheme in accordance with the endorsed plans" (**Permit**).
- R.4. Condition 27 of the Permit provides as follows:

Before the issue of a statement of compliance under the Subdivision Act 1988, the owner of the land must enter into an agreement with the responsible authority made pursuant to section 173 of the Planning and Environment Act 1987, and make application to the Registrar of Titles to have the agreement registered on title to the land under Section 181 of the Act, which provides for the following:

- a) *If rainwater tanks are proposed to be utilized for stormwater detention or stormwater quality, the purchaser of Lots 2,3,4,5,6 & 7 must install a rainwater tank plumbed into any dwelling and ancillary building constructed on the subject Lot, generally in accordance with approved drainage or stormwater quality design and computations upon completion of the dwelling, for the purpose of stormwater detention or quality.*
- b) *The agreement must acknowledge that pick up for waste & recycling bins will be at the location as shown on the endorsed plan, which will at the road frontage, not individual property frontage.*
- c) *The agreement must acknowledge that the owner will not place fill in any open drains provided in accordance with the approved drainage design.*

The owner must pay the Responsible Authority's reasonable costs for the preparation, review, execution and registration of the section 173 agreement.

- R.5. This Agreement is entered into between the Responsible Authority and the Owner pursuant to section 173 of the Act in order to meet the requirements of condition 27 of the Permit and to achieve the objectives of planning in Victoria.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement unless inconsistent with the context or subject matter:

- 1.1. **Act** means the *Planning and Environment Act 1987* (Vic).

- 1.2. **Agreement** means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement.
- 1.3. **Current Address for Service**
- 1.3.1. for the Responsible Authority means the address shown under the heading "Parties" in this Agreement, or any other principal office address listed on the website of the Responsible Authority; and
- 1.3.2. for the Owner means the address shown under the heading "Parties" in this Agreement or any other address provided by the Owner to the Responsible Authority for any purpose or purposes relating to the Land.
- 1.4. **Current Email Address for Service**
- 1.4.1. for the Responsible Authority means any other email address listed on the website of the Responsible Authority; and
- 1.4.2. for the Owner means any email address provided by the Owner to the Responsible Authority for the express purpose of electronic communication regarding this Agreement.
- 1.5. **Current Number for Service**
- 1.5.1. for the Responsible Authority means any other facsimile number listed on the website of the Responsible Authority; and
- 1.5.2. for the Owner means any facsimile number provided by the Owner to the Responsible Authority for the express purpose of facsimile communication regarding this Agreement.
- 1.6. **Drainage Design and Computations** means the drainage design and computations prepared by PlanIt Consulting (Job no: J7540 Drawing no: 0001 -0011 Revision E and Site Flow Drainage Summary Plan) dated 21 February 2023, endorsed by the Responsible Authority on 22 February 2023, as amended from time to time with the prior written consent of the Responsible Authority.
- 1.7. **Dwelling** has the same meaning as in the Planning Scheme.
- 1.8. **Endorsed Plans** means the plans endorsed or approved by Council from time to time as the plans which form part of the Permit, being as at the date of this Agreement the plan/s forming Annexure A to this Agreement.
- 1.9. **Land** means the land described in Recital R.1 and any reference to the Land includes any lot created by the subdivision of the Land or any part of it.
- 1.10. **Lot** has the same meaning as in the *Subdivision Act 1988* (Vic) and for the purpose of this Agreement means a lot created pursuant to the Permit.
- 1.11. **Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6 and Lot 7** means the land marked as those Lots respectively on the Plan of Subdivision.
- 1.12. **Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it.
- 1.13. **Occupancy Permit** means an occupancy permit issued under the *Building Act 1993* (Vic).

- 1.14. **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Land or any part of it, and includes a Mortgagee in possession.
- 1.15. **Owner's Obligations** means the covenants, promises, agreements, indemnities, undertakings and warranties given by the Owner under this Agreement including the specific obligations imposed under clause 3.
- 1.16. **party** or **parties** means the Owner and the Responsible Authority under this Agreement as appropriate.
- 1.17. **Permit** means the planning permit issued by the Responsible Authority described in Recital R.3 including the plans endorsed under it and as amended from time to time, or any subsequent permit issued by the Responsible Authority.
- 1.18. **Planning Scheme** means the Golden Plains Planning Scheme and any successor instrument or other planning scheme which applies to the Land.
- 1.19. **Plan of Subdivision** means the proposed plan of subdivision, a copy of which forms Annexure B to this Agreement.
- 1.20. **Rainwater Tank** means a rainwater tank or tanks as shown on the Drainage Design and Computations approved by the Responsible Authority.
- 1.21. **Register** and **Registrar** have the same meaning as in the *Transfer of Land Act 1958* (Vic).
- 1.22. **Responsible Authority** means Golden Plains Shire Council in its capacity as:
- 1.22.1. the authority responsible for administering and enforcing the Planning Scheme; and
 - 1.22.2. a municipal council within the meaning of the *Local Government Act 2020* (Vic),
- and includes its agents, officers, employees, servants, workers and contractors and any subsequent person or body which is the responsible authority or municipal council.

2. INTERPRETATION

In the interpretation of this Agreement unless inconsistent with the context or subject matter:

- 2.1. The singular includes the plural and the plural includes the singular.
- 2.2. A reference to a gender includes a reference to all other genders.
- 2.3. Words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa.
- 2.4. A reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law.
- 2.5. A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute.
- 2.6. The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.

- 2.7. References to the parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be.
- 2.8. Reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time.
- 2.9. Where a word or phrase is given a definite meaning in this Agreement, a part of speech or other grammatical form for that word or phrase has a corresponding meaning.
- 2.10. Where a word or phrase is not defined in this Agreement, it has the meaning as defined in the Act, or, if it is not defined in the Act, it has its ordinary meaning.

3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner acknowledges and agrees with the Responsible Authority that:

Rainwater Tank

3.1. For Lot 2, Lot 3, Lot 4, Lot 5, Lot 6 and Lot 7, prior to the issue of an Occupancy Permit for a Dwelling, a Rainwater Tank (if proposed) must be installed and plumbed into the Dwelling and any roofed ancillary building constructed on the respective Lot, generally in accordance with the Drainage Design and Computations; and

3.2. the Owner of each Lot must maintain the Rainwater Tank on their respective Lot;

all at the cost of the Owner of each respective Lot, and to the satisfaction of the Responsible Authority.

Waste Collection

3.3. Municipal waste and recycling collection from the Land will be at the location shown on the Endorsed Plan and not from individual Lot frontages.

Open Drains in Drainage Easements

3.4. The respective Owner of those Lots which contain open drains must not place filling in the drain or otherwise alter the drain.

4. FURTHER COVENANTS OF THE OWNER

The Owner warrants and covenants with the Responsible Authority that:

4.1. It is the registered proprietor (or entitled to be so) of the Land.

4.2. Save as shown in the certificate of title to the Land, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part of it and not disclosed by the usual searches.

4.3. Neither the Land nor any part of it is subject to any right obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958* (Vic).

4.4. It will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first providing to its successors a copy of this Agreement.

4.5. It will within 28 days of written demand pay to the Responsible Authority the Responsible Authority's reasonable costs (including legal or other professional costs) and expenses of and incidental to the:

- 4.5.1. negotiation, preparation, execution and recording of this Agreement;
- 4.5.2. assessment, negotiation, preparation, execution and recording of any proposed amendment to this Agreement; and
- 4.5.3. determination of whether any of the Owner's obligations have been undertaken to the satisfaction of the Responsible Authority or to give consent to anything under this Agreement.

To the extent that such costs and expenses constitute legal professional costs, the Responsible Authority may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in that event the parties will be bound by the amount of that assessment, with any fee for obtaining such an assessment being borne equally by the Responsible Authority and the Owner. Such costs payable by the Owner will include the costs and disbursements associated with the recording, cancellation or alteration of this Agreement in the Register.

4.6. It will do all that is necessary to enable the Responsible Authority to make application to the Registrar of Titles to record this Agreement in the Register in accordance with the Act, including the signing of any further agreement, acknowledgment or other document.

4.7. Until such time as this Agreement is recorded in the Register, the Owner must ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

5. FURTHER ASSURANCE

The parties to this Agreement will do all things necessary (including signing any further agreement, acknowledgement or document) to give full effect to the terms of this Agreement and to enable this Agreement to be recorded in the Register in accordance with the Act.

6. AMENDMENT

This Agreement may be amended only in accordance with the requirements of the Act.

7. NO WAIVER

No waiver by any party of any default in the strict and literal performance of or compliance with any provision, condition or requirement in this Agreement will be deemed to be a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement nor to be a waiver of or in any way release any party from compliance with any provision, condition or requirement in the future nor will any delay or omission of any party to exercise any right under this Agreement in any manner impair the exercise of such right accruing to it thereafter.

8. NO FETTERING OF POWERS OF RESPONSIBLE AUTHORITY

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

9. INTEREST ON OVERDUE MONEYS

Any amount due under this Agreement but unpaid by the due date incurs interest at the rate prescribed under section 120 of the *Local Government Act 2020* (Vic) and any payment made shall be first directed to payment of interest and then principal amount owing.

10. NOTICES

All notices and other communications under this Agreement will be sent by prepaid mail, by hand delivery, email or by facsimile to the Current Addresses for Service, Current Email Address for Service or Current Number for Service of the parties, and may be sent by an agent of the party sending the notice. Each notice or communication will be deemed to have been duly received:

- 10.1. not later than two business days after being deposited in the mail with postage prepaid;
- 10.2. when delivered by hand;
- 10.3. if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000* (Vic); or
- 10.4. if sent by facsimile transmission upon completion of that transmission and production of a transmission report stating that the facsimile was sent to the addressee's facsimile number.

11. COSTS ON DEFAULT

If the Owner defaults in the performance of any obligations under this Agreement it will pay to the Responsible Authority its reasonable costs of action taken to achieve compliance with this Agreement.

12. INVALIDITY OF ANY CLAUSE

Notwithstanding anything to the contrary in this Agreement, if any provision of this Agreement will be invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with those terms.

13. AGREEMENT BINDING ON SUCCESSORS OF OWNERS

This Agreement will extend to and bind the Owner's successors, assigns, administrators, transferees and legal personal representatives and the obligations imposed upon them will also be binding on their successors, transferees, purchasers, mortgagees and assigns as if each of them had separately executed this Agreement.

14. JOINT OBLIGATIONS

In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this Agreement and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

16. COUNTERPARTS, ELECTRONIC SIGNING AND EXCHANGE

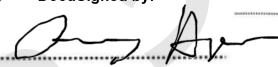
- 16.1. This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute this Agreement.
- 16.2. Execution by either or both parties of a fax or email copy of this Agreement, or transmission or email of a copy of this Agreement, executed by that party, will constitute valid and binding execution of this Agreement by such party or parties.
- 16.3. The parties acknowledge and agree that this Agreement may be executed electronically in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 (Vic).

17. COMMENCEMENT AND ENDING OF AGREEMENT

- 17.1. This Agreement will commence:
 - 17.1.1. on the date that it bears; or
 - 17.1.2. if it bears no date, on the date it is recorded in the Register.
- 17.2. This Agreement will end:
 - 17.2.1. in respect of Lot 1, upon registration of the Plan of Subdivision;
 - 17.2.2. in respect of Lot 2, Lot 3, Lot 4, Lot 5, Lot 6 or Lot 7, by agreement between the parties or otherwise in accordance with the provisions of the Act.

EXECUTED AS A DEED

SIGNED on behalf of the **GOLDEN PLAINS**)
SHIRE COUNCIL by the Chief Executive Officer)
pursuant an instrument of delegation authorised)
by Council in the presence of:

DocuSigned by:

0A24FC7365304A7...

DocuSigned by:
Eric Braslis
D43020A1548E475...

Chief Executive Officer

Witness

By witnessing this Agreement, the above witness confirms that either:

- this Agreement was signed physically in their presence; or
- where this Agreement was witnessed via audio-visual link, the requirements for witnessing by audio-visual link under section 12 of the Electronic Transactions (Victoria) Act 2000 (Vic) have been met.

SIGNED SEALED AND DELIVERED by the said
CATHERINE MARY LE MAITRE in the presence
of:


Catherine Mary Le Maitre

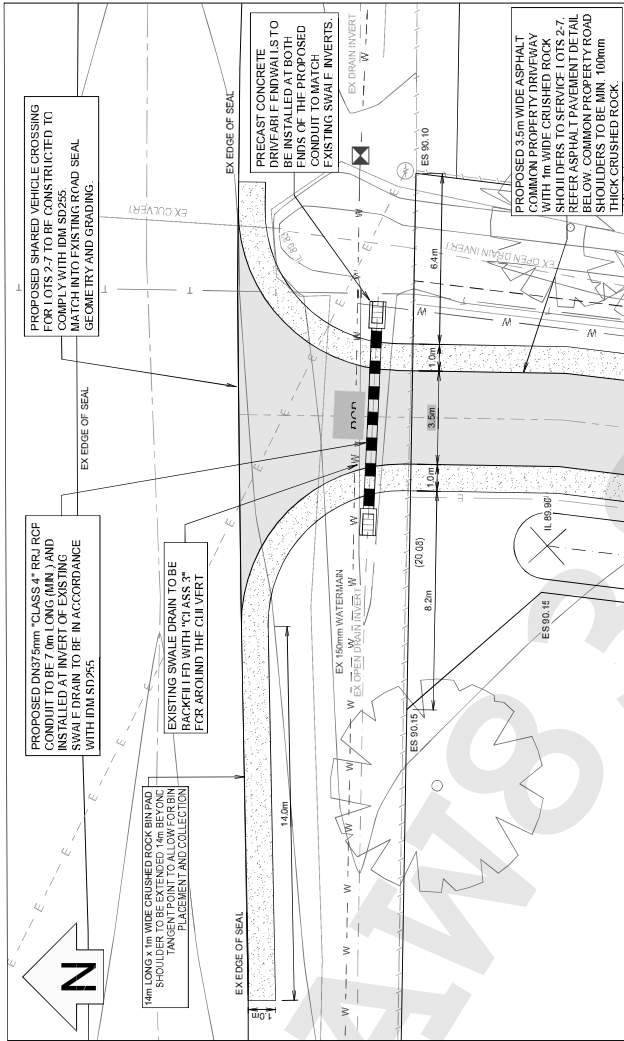
Witness

By witnessing this Agreement, the above witness confirms that either:

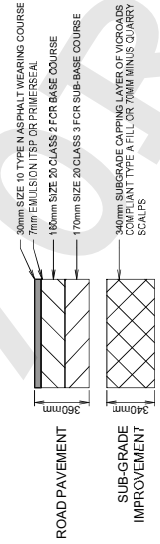
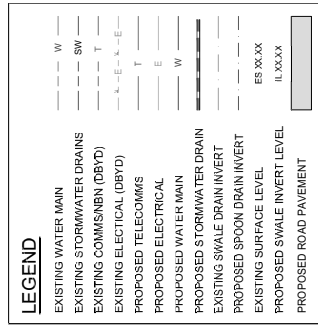
- this Agreement was signed physically in their presence; or
- where this Agreement was witnessed via audio-visual link, the requirements for witnessing by audio-visual link under section 12 of the Electronic Transactions (Victoria) Act 2000 (Vic) have been met.

ANNEXURE A – ENDORSED PLANS

AW838670R



DETAILED VEHICLE CROSSING A
 SCALE: 1:100



TYPICAL PAVEMENT COMPOSITION (CARRIAGEWAY)
 NOT TO SCALE

Approved Road and Drainage Construction Plans
 Plans number: 1023
 Page number: 5 of 11
 Office signature: [Signature]
 Date: 22/03/2023

REV	DATE	DRAWN	DESIGN	CHECK	APPROVED	DESCRIPTION
A	13.05.22	CW	CW	TD		ISSUED FOR APPROVAL
B	20.01.23	KB	KB	KB	IC	ISSUED FOR CONSTRUCTION
C	21.01.23	KB	KB	KB	IC	ISSUED FOR CONSTRUCTION
D	13.03.23	KB	KB	KB	IC	ISSUED FOR CONSTRUCTION
E	21.03.23	KB	KB	KB	KB	ISSUED FOR CONSTRUCTION

PROJECT:	68 GARONNE DRIVE - BANNOCKBURN
DRAWING TITLE:	DETAIL FFD DESIGN PLANS
ORIGINAL SIZE:	A1
PLANT JOB No.:	J7540
DRAWING No.:	0005
REV:	E

CLIENT:	JOSCO CIVIL
PROJECT:	68 GARONNE DRIVE - BANNOCKBURN
DRAWING TITLE:	DETAIL FFD DESIGN PLANS
ORIGINAL SIZE:	A1
PLANT JOB No.:	J7540
DRAWING No.:	0005
REV:	E

PLANIT CONSULTING	101 WEST FVANS STREET PO BOX 112 GEEELONG VIC 3220
TELEPHONE:	03 5229 7411
AR:	20 080 261 711
EMAIL:	admin@planit.com.au

DRAWN BY:	C. WELLS
DESIGN BY:	C. WELLS
APPROVED BY:	I. CLAREY
DATE:	12.01.2023

ANNEXURE B – PROPOSED PLAN OF SUBDIVISION

AW838670R

<h1>PLAN OF SUBDIVISION</h1>	EDITION 1	PLAN NUMBER
------------------------------	-----------	-------------

<p>LOCATION OF LAND</p> <p>PARISH: WABDALLAH MURGHEBOLUC</p> <p>TOWNSHIP: - -</p> <p>SECTION: 17 20</p> <p>CROWN ALLOTMENT: 6 & 6A (PARTS) 25 (PART)</p> <p>CROWN PORTION: - -</p> <p>TITLE REFERENCE: VOL.10614 FOL.316</p> <p>LAST PLAN REFERENCE: LOT 2 ON PS434167R</p> <p>POSTAL ADDRESS: 68 GARONNE DRIVE (at time of subdivision) BANNOCKBURN, 3331</p> <p>MGA CO-ORDINATES: E: 254 020 ZONE: 55 (of approx centre of land in plan) N: 5 784 250 MGA2020</p>	<p>Council Name: Golden Plains Shire Council</p> <p>SPEAR Reference Number: S194860B</p>
--	--

VESTING OF ROADS AND/OR RESERVES		NOTATIONS
IDENTIFIER	COUNCIL/BODY/PERSON	<p>CREATION OF RESTRICTION A.</p> <p>Upon registration of this plan (PS908111F) the following restriction is created:</p> <p>Land to be benefited: Lots 1-7 (both inclusive) on this plan (PS908111F)</p> <p>Land to be burdened: Lots 1-6 (both inclusive) & 612-618 (both inclusive) on this plan (PS908111F)</p> <p>DESCRIPTION OF RESTRICTION A.</p> <p>The Registered Proprietor or proprietors for the time being of any burdened lot shall not construct a dwelling which exceeds four habitable bedrooms.</p> <p>Habitable bedrooms include any room that may be closed off with a door, such as a study, library or sunroom that could be used for the purpose of a bedroom.</p> <p>COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS.</p> <p>LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.</p> <p>FOR DETAILS OF OWNERS CORPORATION (S) INCLUDING PURPOSE, RESPONSIBILITY AND ENTITLEMENT AND LIABILITY, SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION RULES AND OWNERS CORPORATION ADDITIONAL INFORMATION.</p>
NIL	NIL	
NOTATIONS		<p>DEPTH LIMITATION: DOES NOT APPLY</p> <p>SURVEY: This plan is/is not based on survey.</p> <p>STAGING: This is/is not a staged subdivision. Planning Permit No. P19213</p> <p>This survey has been connected to permanent marks No(s). WABDALLAH 52, 53, 58</p> <p>In Proclaimed Survey Area No. -</p>
NOTATIONS		

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

EASEMENTS AND RIGHTS IMPLIED BY SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	5	PS347684E	GOLDEN PLAINS SHIRE
E-2	TELEPHONE & DATA TRANSMISSION	4	PS347684E	LOTS ON PS347684E
E-3	DRAINAGE & SEWERAGE	4	PS301938H	LAND IN PS301938H
E-4	DRAINAGE	5	INST. No.R125916T	C/T VOL.9495 FOL.719
E-5	DRAINAGE	5	PS347684E INST. No.R125916T	GOLDEN PLAINS SHIRE C/T VOL.9495 FOL.719
E-6	TELEPHONE, DATA TRANSMISSION & DRAINAGE	SEE PLAN SEE PLAN	PS347684E INST. No.R125916T	LOTS ON PS347684E C/T VOL.9495 FOL.719

<p>ABN 11 125 568 461 Level 1, 27-31 Myers Street (PO Box 1137) Geelong, VIC Australia 3220 Phone +61 3 5202 4600 Fax +61 3 5202 4691 Email: victoria@cardno.com.au Web: www.cardno.com</p>	<p>SURVEYORS FILE REF: 17756-02</p> <p>Digitally signed by: Geoffrey Patterson, Licensed Surveyor, Surveyor's Plan Version (1), 22/05/2022, SPEAR Ref: S194860B</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 1 OF 2 SHEETS</p>
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PLAN NUMBER

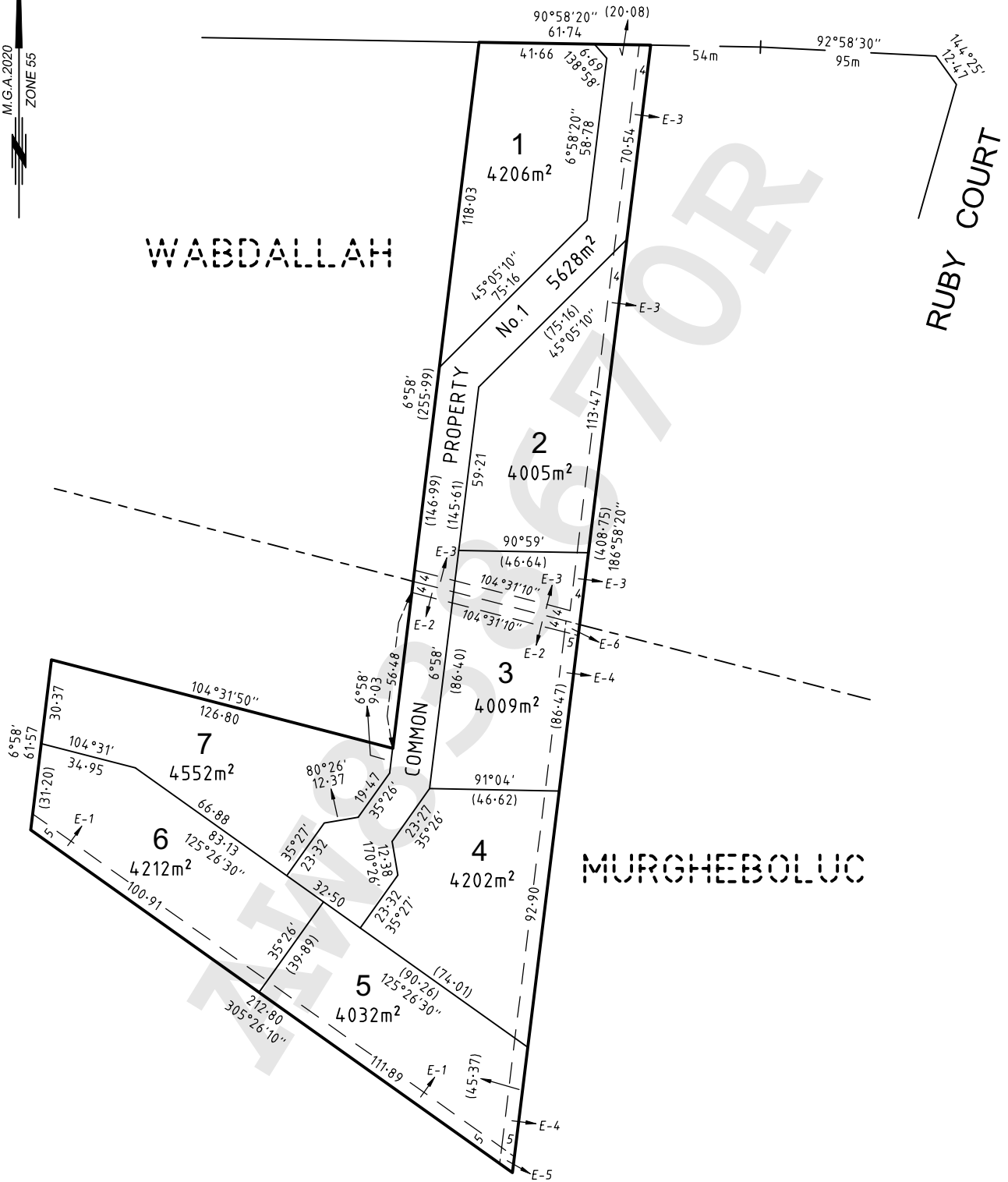


GARONNE DRIVE

WABDALLAH

RUBY COURT

MURGHEBOLUC

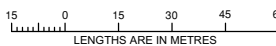


SURVEYORS FILE REF: 17756-02



ABN 11 125 568 461
 Level 1, 27-31 Myers Street (PO Box 1137) Geelong, VIC Australia 3220
 Phone +61 3 5202 4600 Fax +61 3 5202 4691
 Email: victoria@cardno.com.au Web: www.cardno.com

SCALE
 1:1500



ORIGINAL SHEET
 SIZE: A3

SHEET 2

Digitally signed by: Geoffrey Patterson, Licensed Surveyor,
 Surveyor's Plan Version (1),
 22/05/2022, SPEAR Ref: S194860B

OWNERS CORPORATION SCHEDULE

Owners Corporation No. 1

Plan No.

Land affected by Owners Corporation: ALL OF THE LOTS IN THE TABLE BELOW

Common Property No.: 1

Limitations of Owners Corporation:

Unlimited

Notations

Totals		
	Entitlement	Liability
This schedule	60	60
Balance of existing OC	0	0
Overall Total	60	60

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
2	10	10									
3	10	10									
4	10	10									
5	10	10									
6	10	10									
7	10	10									

AW838670R

SURVEYORS FILE REFERENCE: 17756-02

SHEET 1 OF 1

TGM Group Pty Ltd - Geelong
 Level1, 27-31 Myers Street Geelong VIC 3220

ORIGINAL SHEET
 SIZE: A3

Digitally signed by: Geoffrey Patterson, Licensed Surveyor,
 Surveyor's Plan Version (1),
 22/05/2022, SPEAR Ref: S194860B



Department of Transport and Planning

Electronic Instrument Statement

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

Produced 13/05/2026 03:11:27 PM

Status	Registered	Dealing Number	AA010516
Date and Time Lodged	05/12/2024 03:37:40 PM		

Lodger Details

Lodger Code	18544F
Name	MANN LEGAL
Address	
Lodger Box	
Phone	
Email	
Reference	237022E1 BJC MCP

APPLICATION TO REQUEST ACTION BY THE REGISTRAR

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

Privacy Collection Statement

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

Estate and/or Interest

Land Title Reference

Instrument and/or legislation

ACTION - RETAIN MCP
Transfer of Land Act - section 91A

Applicant(s)

Given Name(s)	CATHERINE MARY
Family Name	LE MAITRE
Address	
Street Number	1527
Street Name	MIDLAND
Street Type	HIGHWAY
Locality	GHERINGHAP
State	VIC
Postcode	3331

Additional Details

Refer Image Instrument



Department of Transport and Planning

Electronic Instrument Statement

The applicant requests the action by the Registrar.

Execution

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

Executed on behalf of	CATHERINE MARY LE MAITRE
Signer Name	BELINDA JANE COOK
Signer Organisation	PETER MANN PTY. LTD.
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	05 DECEMBER 2024

File Notes:

NIL

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

Statement End.



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AA010516
Number of Pages (excluding this cover sheet)	1
Document Assembled	

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The document is invalid if this cover sheet is removed or altered.

Memorandum of common provisions

Restrictive covenants in a transfer

Section 91A Transfer of Land Act 1958

Privacy Collection Statement

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Lodged by	
Name:	Mann Legal
Phone:	03 5224 2916
Address:	40 Myers Street, Geelong
Reference:	237022E1
Customer code:	18544F

This memorandum contains provisions which are intended for inclusion in transfers of land under the Transfer of Land Act 1958 to be subsequently lodged for registration.

Operative words including words to bind the burdened land and words of annexation must not be included.

Provisions to apply to the transfer:

Burdened land: THE LAND being transferred
The land being transferred.

Benefited land: Lots 2 to 7 (both inclusive) on PS908111F
 The benefited land does not include the land being transferred.
Set out the specific folios, range of folios or some or all the lots in the registered plan(s) or plan(s) to be lodged for registration that take the benefit of the covenants.

Covenants: 1.
 The registered proprietor or proprietors for the time being of the land must not at any time agree to grant permanent access rights to the common property road on the said Plan to any third party outside the said Plan.

Expiry: 31 October 2034

35392012A

V3

1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments.

91ATLA

Page 1 of 1

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us



PLANNING PERMIT

Permit Number	P19213
Planning Scheme	Golden Plains Planning Scheme
Responsible Authority	Golden Plains Shire Council

ADDRESS OF THE LAND

Lot 2 on Plan of Subdivision 434167R (68 Garonne Drive, Bannockburn)

THE PERMIT ALLOWS

The development of the land for the purposes of a seven lot subdivision and associated native vegetation removal pursuant to the provisions of the LDRZ (Clause 32.03-3), DDO5 (Clause 43.02-3) and Clause 52.17-1 of the planning scheme in accordance with the endorsed plans.

THE FOLLOWING CONDITIONS APPLY TO THE PERMIT (44 Conditions)

Endorsed plans

1. The development as shown on the endorsed plans must not be altered without the written consent of the responsible authority. Each lot must have a minimum area of 0.4 hectares.

Landscaping

2. Before the certification of the plan of subdivision under the *Subdivision Act* 1988, a landscape plan prepared by a suitably qualified horticultural professional must be submitted to and approved by the responsible authority. When approved, the plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and must show the following:
 - a) A survey plan to show all existing vegetation to be retained including common and scientific names. Existing vegetation to be retained wherever possible.
 - b) A survey plan to show all vegetation that is being removed including common and scientific names.
 - c) Details of tree protection including root zones during the subdivision process, for all vegetation being retained and any vegetation within 5m of neighboring boundaries.
 - d) Appropriate planting of trees and shrubs along the entire length of the common property driveway, Garonne Drive boundary and eastern side boundary. Planting along the common property driveway is to be two (2) rows if possible and must be a minimum of two (2) rows on the specified boundaries.
 - e) All species selected must be indigenous to the local area.
 - f) All to the satisfaction of the responsible authority.
3. Before the issue of a statement of compliance under the *Subdivision Act* 1988, the landscaping works as shown on the approved plans must be carried out and completed to the satisfaction of the Responsible Authority.

Public open space

4. Before the issue of a statement of compliance under the *Subdivision Act 1988*, the applicant or owner must pay to Council a sum equivalent to 5% of the site value of all the land in the subdivision in lieu of public open space in accordance with Section 18 of the Act. The applicant or owner must pay on demand to Council, the Council's reasonable costs and expenses to provide valuation for payment in lieu of open space.

Telecommunications

5. The owner of the land must enter into an agreement with:
 - a) a telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
 - b) a suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where National Broadband Network will not be provided by optical fibre.
6. Before the issue of a statement of compliance for any stage of the subdivision under the *Subdivision Act 1988*, the owner of the land must provide written confirmation from:
 - a) a telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time.
 - b) a suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

Utilities

7. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity and gas services to each lot shown on the endorsed plan in accordance with the authority's requirements and relevant legislation at the time.
8. All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.
9. The plan of subdivision submitted for certification under the *Subdivision Act 1988* must be referred to the relevant authority in accordance with Section 8 of that Act.

Native vegetation removal

10. To offset the removal of 0.154 hectares of native vegetation the permit holder must secure a native vegetation offset, in accordance with the Guidelines for the removal, destruction or lopping of native vegetation (DELWP 2017) as specified below:
 - a) general offset of 0.092 general habitat units:
 - located within the Corangamite Catchment Management Authority boundary or Golden Plains Shire municipal district
 - with a minimum strategic biodiversity score of at least 0.313

11. Before any native vegetation is removed, evidence that the required offset has been secured must be provided to the satisfaction of the responsible authority. This evidence is one or both of the following:
 - a) an established first party offset site including a security agreement signed by both parties, and a management plan detailing the 10 year management actions and ongoing management of the site and/or
 - b) credit extract(s) allocated to the permit from the Native Vegetation Credit Register.A copy of the offset evidence will be endorsed by the responsible authority and form part of this permit. Within 30 days of endorsement of the offset evidence by the responsible authority, a copy of the endorsed offset evidence must be provided to the Department of Environment, Land, Water and Planning.
12. In the event that the required offset is secured by an established first party offset site and a security agreement is entered into, the applicant must provide the annual offset site report to the responsible authority by the anniversary date of the execution of the offset security agreement, for a period of 10 consecutive years. After the tenth year, the landowner must provide a report at the reasonable request of a statutory authority.

Expiry

13. This permit will expire if:
 - a) The plan of subdivision is not certified within two (2) years of the date of this permit; or
 - b) The registration of the subdivision is not completed within five (5) years of the date of certification.The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires or within six months afterwards.

Environmental Health

14. Before the certification of the plan of subdivision under the *Subdivision Act* 1988, a restriction must be placed on the plan of subdivision that provides for the following:
 - a) Any dwelling on lots <4500m² in size do not exceed 4 habitable bedrooms. Habitable bedrooms include any room that may be closed off with a door, such as a study, library or sunroom that could be used for the purposes of a bedroom.
 - b) This requirement is at the owner's expense and must not be varied except with the written consent of the responsible authority.
15. Before the issue of a statement of compliance under the *Subdivision Act* 1988, the existing septic tank system must be altered/decommissioned/replaced so that it treats and disposes effluent to a minimum of secondary level in accordance with the latest version of the 'EPA Code of Practice – Onsite Wastewater Management' and Council requirements.
16. All waste water must be treated and retained within the lots in accordance with the State Environment Protection Policy (Waters of Victoria) under the *Environment Protection Act* 1970.

Development Engineering

17. Before the certification of the plan of subdivision under the *Subdivision Act* 1988, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. Such plans must generally be in accordance with the proposed Plan of Subdivision prepared by Cardno TGM but amended so that the following is shown:
 - a) Proposed internal driveway/crossover locations to each lot.
 - b) Location and size of any stormwater detention measures (detention tanks or basins) as determined by the detailed drainage analysis.

18. Before the certification of the plan of subdivision under the *Subdivision Act* 1988 and before any construction works associated with the development or subdivision start, detailed construction plans and specifications to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The construction plans must accord with Council's standards and specifications in the Infrastructure Design Manual (IDM). The plans must include:
 - a) Mobile Garbage Bin collection pad.
 - b) Fencing.
19. Before the approval of Construction Plans, a Pavement Investigation and Design Report must be submitted to and approved by the Responsible Authority. All geotechnical testing must be undertaken by a NATA registered testing laboratory in accordance with requirements of Golden Plains Shire Council contained in Infrastructure Design Manual (IDM) and to the satisfaction of the Responsible Authority. As part of report the pavement investigation must determine whether proposed pavement subgrade is expansive as defined in VicRoads Publication Code of Practice 500.20 "Assignment of CBR and Percent Swell to Earthworks, Fill and Pavement materials".
20. Before the approval of Construction Plans:
 - a) Provide full drainage analysis and design of minor (5 Year) and major storm (100 year) events considering all contributing external and internal catchments areas detailing how the site is to be drained in accordance with requirements of Golden Plains Shire Council contained in Infrastructure Design Manual (IDM) and to the satisfaction of the Responsible Authority.
 - b) Provide full drainage analysis considering all contributing external and internal catchments areas and detailing how peak flow rates from the development are retarded to pre-development levels in accordance with requirements of Golden Plains Shire Council contained in Infrastructure Design Manual (IDM) and to the satisfaction of the Responsible Authority.
 - c) Provide analysis and computations demonstrating storm water discharge quality from the development meets current best practice performance as contained in Urban Stormwater – Best Practice Environmental Management Guidelines and in accordance with requirements of Golden Plains Shire Council contained in Infrastructure Design Manual (IDM) and to the satisfaction of the Responsible Authority.
 - d) If site drainage would enter a Rail Reserve area either directly or indirectly, provide evidence of VicTrack consent for drainage discharge to the railway reserve as per VicTrack publication "Guidelines for development adjacent to railway land – August 2019".
21. Before any construction works start, an Environmental Management Plan (EMP) to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. Once approved, the EMP will be endorsed and will then form part of the permit. The plan must include, but is not limited to:
 - a) An outline how issues such as runoff, mud on roads, dust generation, erosion and sediment control will be managed, on site, during the construction and post construction phase.
 - b) Details of a contact person/site manager must also be provided, so that this person can be easily contacted should any issues arise.
 - c) Management measures are to be in accordance with EPA guidelines for Environment Management, 'Doing it Right on Subdivisions' Publication 960, September 2004.
 - d) All works must be undertaken in accordance with the approved EMP to the satisfaction of the Responsible Authority.
22. All works must be undertaken in a manner that minimises soil erosion. Soil erosion control measures must be employed through the construction and post construction phase of the development and any exposed areas of soil must be stabilised to prevent soil erosion to the satisfaction of the Responsible Authority.

23. Before the certification of the plan of subdivision under the *Subdivision Act* 1988, trees are to be assessed and protected as per IDM and AS 4970-2009 - Protection of trees on development sites. If any works are proposed within the TPZ of significant trees or trees on adjoining property, a qualified and experienced arborist is to provide a report on the impact of the works on the trees.
24. Before the issue of a statement of compliance under the *Subdivision Act* 1988, a separate vehicle crossing to each lot or common property must be provided or the existing vehicle crossing/s upgraded to the satisfaction of the Responsible Authority by providing:
- Concrete or bituminous seal drive entry;
 - Reinforced concrete pipe culvert;
 - Mountable end walls; and
 - The removal of any redundant vehicle crossing and reinstatement of the open drain.
- Vehicle crossing/s must be in accordance with the Infrastructure Design Manual (IDM) standard drawing SD260 and all works to the satisfaction of the Responsible Authority.
25. Before the issue of a statement of compliance under the *Subdivision Act* 1988, the proposed common property access and drive entry must be:
- constructed with minimum 5.5m wide crushed pavement and 3.5m wide seal.
 - drained to the legal point of discharge
 - The shared access is to comply with CFA requirements for access and provide for:
 - a \varnothing 20m turning circle at the end of the drive.
 - a mid-length passing bay 20m long and 6m wide.
 - The common property access corridor is to provide for:
 - Planting screening to neighbouring properties.
 - Drainage of the pavement to a discharge point.
 - Utility services.
- All in accordance with Golden Plains Shire Council requirements as contained in Infrastructure Design Manual (IDM) and to the satisfaction of Responsible Authority.
26. Before the issue of a statement of compliance under the *Subdivision Act* 1988, the following drainage works must be completed to the satisfaction of the Responsible Authority:
- Provide piped underground drainage or open earth drainage discharging to the nominated legal point of discharge.
 - Provide to each allotment in the subdivision a discharge point.
 - Provide drainage retardation to limit peak flow rates to pre-development levels.
 - Provide stormwater treatment in accordance with current best practice performance as contained in Urban Stormwater – Best Practice Environmental Management Guidelines.
27. Before the issue of a statement of compliance under the *Subdivision Act* 1988, the owner of the land must enter into an agreement with the responsible authority made pursuant to section 173 of the Planning and Environment Act 1987, and make application to the Registrar of Titles to have the agreement registered on title to the land under Section 181 of the Act, which provides for the following:
- If rainwater tanks are proposed to be utilized for stormwater detention or stormwater quality, the purchaser of Lots 2,3,4,5,6 & 7 must install a rainwater tank plumbed into any dwelling and ancillary building constructed on the subject Lot, generally in accordance with approved drainage or stormwater quality design and computations upon completion of the dwelling, for the purpose of stormwater detention or quality.
 - The agreement must acknowledge that pick up for waste & recycling bins will be at the location as shown on the endorsed plan, which will be at the road frontage, not individual property frontage.
 - The agreement must acknowledge that the owner will not place fill in any open drains provided in accordance with the approved drainage design.
- The owner must pay the Responsible Authority's reasonable costs for the preparation, review, execution and registration of the section 173 agreement.

28. Before the issue of a statement of compliance under the *Subdivision Act* 1988, the applicant or owner must erect rural type fencing on the boundaries of all lots where such boundaries are in common with public reserves and common property, in accordance with requirements of Golden Plains Shire Council contained in the Infrastructure Design Manual and to the satisfaction of the Responsible Authority.
29. Before the issue of a statement of compliance under the *Subdivision Act* 1988, the existing dams must be filled in accordance with requirements of Golden Plains Shire Council contained in Infrastructure Design Manual Version 5.3 and AS 3798-2007 Guidelines on Earthworks for Commercial and Residential Developments and to the satisfaction of the Responsible Authority. At completion of works a report is to be provided from NATA approved laboratory confirming that works have been constructed in accordance with approved plans and specifications.
30. A twelve (12) months Defects Liability Period will apply to all assets to be vested in Council including footpaths and open drains in easements. Assets to be vested in Council are to be maintained in a suitable condition to allow assessment by Council at the end of the Defects Liability Period.
31. Before the issue of a statement of compliance under the *Subdivision Act* 1988, a maintenance bond of 5% of the cost of works must be lodged with Council for the term of the Defects Liability Period.

Barwon Water

32. The plan of subdivision must be referred to Barwon Water in accordance with the *Subdivision Act* 1988 and any subsequent amendments to the plan provided to Barwon Water.
33. The certified plan must create implied easements under Section 12(2) of the Subdivision Act, over all proposed and existing private potable water (including recycled water where applicable) and sewerage services within the subdivision.
34. The creation of an unlimited Owners Corporation to encumber all lots within the subdivision.
35. The developer is to apply to Barwon Water for details relating to servicing requirements and costing for the provision of a potable water supply and where applicable, recycled water and/ or sewerage services to the proposal. It would be appreciated if all communication between the developer/agent and Barwon Water quote Barwon Water reference number L016813.
36. The provision and installation of a potable water supply to the development.
37. An additional potable water connection(s) is to be provided to service the proposed development. A dimensioned plan showing location of all new connections relative to the allotment boundaries is to be submitted, where a meter is not being fitted. Note that tappings and service lines are not to be located under existing or proposed driveways.
38. Individual potable water supply meters are required for each lot or building as part of water connection works.
39. Barwon Water's records indicate that an existing potable water service and meter is located on this property. A dimensioned plan showing the location of existing meters, and the location of the meter relative to the existing boundaries, and its number, is to be submitted. Private potable water service pipes are not permitted to cross allotment boundaries and must be plugged and abandoned at the boundaries of such allotments.

40. The payment of a standardised New Customer Contribution is required for any new connection or any upside to an existing connection. The number of standardised charges applied will be determined on the basis of an equivalent lot calculation and is based on potable domestic water meter size or water service size (where a meter is not being fitted). An equivalent lot is a measure of the additional demand a connection will place on the infrastructure in terms of the water consumption and sewage discharge for an average connection utilising a 20mm tapping and/ or meter. If there is more than one meter within a single meter assembly, the size of the largest meter (excluding the fire service meter) will determine the number of equivalent connections. If there is a combined fire and domestic meter assembly proposed (incorporating a low flow meter), whereby the meter size is largely dictated by the fire service requirements, the developer is required to submit to Barwon Water the proposed peak flow (probable simultaneous demand) associated with the domestic supply in accord with AS/NZS 3500. Barwon Water will then assess the equivalent number of connections.

Downer Utilities

41. The plan of subdivision submitted for certification must be referred to AusNet Gas Services in accordance with Section 8 of the *Subdivision Act 1988*.

Powercor

42. The plan of subdivision submitted for certification under the *Subdivision Act 1988* shall be referred to the Distributor in accordance with Section 8 of that Act.
43. The applicant shall provide an electricity supply to all lots in the subdivision in accordance with the Distributor's requirements and standards. Notes: Extension, augmentation or rearrangement of the Distributor's electrical assets may be required to make such supplies available, with the cost of such works generally borne by the applicant.
44. The applicant shall ensure that existing and proposed buildings and electrical installations on the subject land are compliant with the Victorian Service and Installation Rules (VSIR). Notes: Where electrical works are required to achieve VSIR compliance, a registered electrical contractor must be engaged to undertake such works.

Note: *Prior to certification the responsible authority will require a plan showing the location of all existing and proposed vehicle crossings. The plan is required to show setback distances of existing and proposed crossovers from the closest property boundary to the satisfaction of the responsible authority. The plan is required to satisfy Regulation 29 of the Subdivision (Procedures) Regulations 2011, allowing the allocation of street numbers.*

Note: *Pursuant to section 17(2)(b) of the Subdivision Act 1988 and Clause 5 of the Subdivision (Permit and Certification Fees) Regulations 2000, the prescribed maximum fee for supervision of works will be up to 2.5 percent of the cost of constructing those works, which are subject to supervision. Such a fee must be paid to the responsible authority prior to the issue of a statement of compliance.*

Note: *Pursuant to section 43(2)(a)(iv) of the Subdivision Act 1988 and Clause 6 of the Subdivision (Permit and Certification Fees) Regulations 2000, the prescribed maximum fee for checking engineering plans will be 0.75 percent of the estimated cost of constructing the works proposed on the engineering plan. Such a fee must be paid to the responsible authority prior to the issue of a statement of compliance.*

Note: *Please be advised that Council has engaged Harwood Andrews to check these Agreements and register them to Title. A checking/review fee will be incurred if the Agreement is drawn up by a firm other than Harwood Andrews. Alternatively, you may choose to use Harwood Andrews to draw up the Agreement and avoid the checking fee. Some information is available on Council's website.*

Note: *A works within road reserve permit must be obtained from the Responsible Authority prior to the carrying out of any footpath or vehicle crossing works.*

Note: *Works Department will not consent to the issue of Statement of Compliance until such time as the applicant contact provides satisfactory evidence of compliance with the above conditions.*

Note: *It is recommended that applications for electricity supply to each lot be submitted at the earliest opportunity so that the precise requirements of the Distributor can then be determined and accommodated. Applications for electricity supply shall be submitted via the Distributor's web portal, "mySupply" which can be accessed via the following link: <https://customer.portal.powercor.com.au/mysupply/CIAWQuickCalculator>*

IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit.

Note: This is not a permit granted under Division 5 of Part 4 of the *Planning and Environment Act 1987*.

WHEN DOES A PERMIT BEGIN?

A permit operates:

- from the date specified in the permit, or
- if no date is specified, from:
 - i. the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal, or
 - ii. the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

A permit for the development of land expires if:

- the development or any stage of it does not start within the time specified in the permit: or
- the development requires the certification of a plan of subdivision or consolidation under the *Subdivision Act 1988* and the plan is not certified within two (2) years of the issue of the permit, unless the permit contains a different provision; or
- the development or any stage is not completed within the time specified in the permit or if no time is specified, within two (2) years after the issue of the permit or in the case of a subdivision or consolidation within five (5) years of the certification of the plan of subdivision or consolidation under the *Subdivision Act 1988*.

A permit for the use of land expires if:

- the use does not start within the time specified in the permit, or if no time is specified, within two (2) years after the issue of the permit; or
- the use is discontinued for a period of two (2) years.

A permit for the development and use of land expires if:

- the development or any stage of it does not start within the time specified in the permit or
- the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two (2) years after the issue of the permit; or
- the use does not start within the time specified in the permit, or if no time is specified, within two (2) years after the completion of the development or
- the use is discontinued for a period of two (2) years.

If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the *Planning and Environment Act 1987*, or to any combination of use development or any of those circumstances requires the certification of a plan under the *Subdivision Act 1988*, unless the permit contains a different provision:

- the use or development of any stage is to be taken to have started when the plan is certified;
- and the permit expires if the plan is not certified within two (2) years of the issue of the permit.

The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT REVIEWS?

- The person who applied for the: permit may appeal against any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal where, in which case no right of appeal exists.
- An appeal must be lodged within 60 days after the permit was issued, unless a Notice of Decision to Grant a Permit has been issued previously, in which case the appeal must be lodged within 60 days after the giving of that notice.
- An appeal is lodged with the Victorian Civil and Administrative Tribunal.
- An appeal must be made on a Notice of Appeal form, which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An appeal must state the grounds upon which it is based.
- An appeal must also be served on the Responsible Authority.
- Details about appeals and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

Rates and Valuation Notice

For the Period 1 July 2025 to 30 June 2026

ABN 86 998 570 296
All items are GST free.



006577 034

CM Le Maitre
1527 Midland Highway
BANNOCKBURN VIC 3331

**One
Payment
in Full**

\$4,828.08

Due by 15 February 2026

or pay by instalment

To pay over Four Instalment Payments, you must pay your first instalment by 30 September, 2025, otherwise your balance will be due in full by 15 February 2026.

Kindly Note: Payments received after 12/08/2025 are not included on this notice.

Four Instalment Payments

First Instalment \$1,207.08
Due by 30 September 2025

Second Instalment \$1,207.00
Due by 30 November 2025

Third Instalment \$1,207.00
Due by 28 February 2026

Fourth Instalment \$1,207.00
Due by 31 May 2026

Ten Monthly Payments

\$482.80 Due 15th of the month via Direct Debit
From Sept 2025 to June 2026

Contact Council to register for Direct Debit on 5220 7111

Rating Period 1 July 2025 to 30 June 2026

Valuation Date 1 January 2025

Issue Date 12/08/2025

Property No. **A12800033**
68 Garonne Drive Bannockburn 3331
Property L1 PS908111 LRATES2-357 CM1 PS90811 Area:2.4461 HA
AVPCC 117 - Residential Rural/Rural Lifestyle
Valuations Site Value **\$1,270,000**
Capital Improved Value (CIV) **\$1,620,000**
Net Annual Value **\$81,000**
Rate in \$ on CIV **0.002111**

COUNCIL RATES AND CHARGES

Rates and Charges	Details	Current	Arrears	Total
	Rates Residential 0.002111	\$3,419.82		\$3,419.82
	Municipal Charge	\$200.00		\$200.00
	Waste Management Charge	\$447.00		\$447.00
	Additional Garbage & Recycling Charge	\$345.00		\$345.00

VICTORIAN STATE GOVERNMENT CHARGES

Emergency Services Volunteer Fund	Details	Current	Arrears	Total
	Residential \$136.00 + (0.000173 x CIV)	\$416.26		\$416.26

Council is required by law to collect these charges on behalf of the State Government. This money is passed directly on to the State Government and does not fund Council services. To discuss the Emergency Services Volunteer Fund (ESVF), call 1300 819 033.

TOTAL AMOUNT DUE \$4,828.08

Payment Options



Online or by phone
goldenplains.vic.gov.au/payment
Phone: 5220 7111 Ref: **12800033**



Direct Debit
Call 5220 7111 for an application form



Biller Code: **35238** Ref: **1128 0003 32**
BPAY® this payment is via internet or phone banking
BPAY View® - View and pay this bill using internet banking
BPAY View® Registration No. **1128 0003 32**



In Person Pay by cheque, cash or EFTPOS (including credit card) at a Council Customer Hub: 2 Pope St, Bannockburn or 19 Heales St, Smythesdale.



Mail Post cheque and payment slip to PO Box 111, Bannockburn Vic 3331



In store at Australia Post, online at auspost.com.au/postbillpay or call 13 18 16

Billpay Code: **2335**

Ref: **1128 0003 32**

Property No: **A12800033**

Property Address:

68 Garonne Drive
Bannockburn 3331/

Full Payment
\$4,828.08



*2335 1128000332

Or First Instalment

\$1,207.08



*2335 1128000332

024515-006577-001-002-007072-93099



For more information about your Council rates, the State Government's ESVF, and how to pay: Scan the QR Code.



rates.goldenplains.vic.gov.au
Register to receive your notice via email



Tax Invoice/Statement



740304-001 000006(138)
C M Le Maitre
1527 Midland Highway
BANNOCKBURN 3331

PAID
29/3/26

Account number
69000001 00277893

Payment due
15 April 2026

Total amount due
\$ 37.94

Your account summary

Service Address: 70A GARONNE DR BANNOCKBURN 3331

Previous balance	\$37.12	DR
Payments/adjustments	\$37.12	CR
Your balance	\$0.00	
New charges	\$37.94	DR
Total	\$37.94	DR

Your average daily use in litres per day

Mar 26	3
Dec 25	0
Sep 25	0
Jun 25	0
Mar 25	0

2025-2026 Pricing Schedule

Our prices are changing from 1 July 2025.

The average bill will increase by \$1.04 per month for residential owner-occupiers and \$1.23 per month for renters.

Full fees and charges are available at www.barwonwater.vic.gov.au or via 1300 656 007.

If you have a Centrelink Pension or Health Care Card, or Department of Veterans Affairs Gold Card, you may be eligible for a discount. Contact us for details.

Geelong's water storages are at a six-year low.

There are simple things you can do to save water.

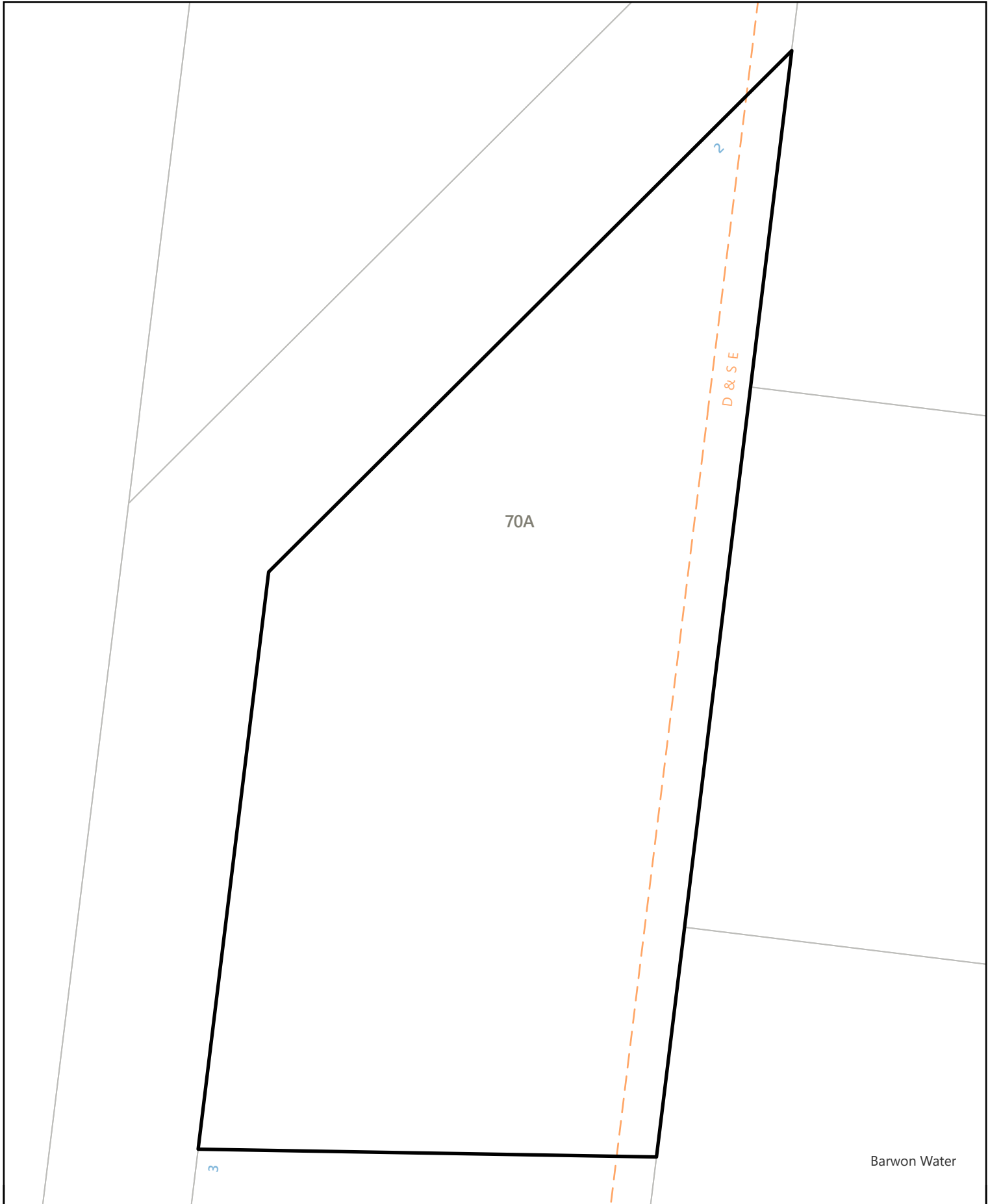
Keep your showers short
– Aim for 4 minutes
30% of water use happens in the shower.

Check for leaks
10% of our region's water is lost in leaks. Take a photo of your water meter reading before you go to bed, then check your water meter again in the morning. If your meter has gone up while no-one was using water, you've got a leak!

Mulch your garden
Reduce water evaporation by up to 70%! 50% of household water use happens outdoors.

Permanent water saving rules are in place. Visit the Barwon Water website for details.





Lot 2 70A GARONNE DR BANNOCKBURN

Scale: 1:500

Created: 8/11/2024

Legend

- Gravity Sewer
- Pressure Sewer
- Portable Water
- Recycled Water



DISCLAIMER: Barwon Water does not provide any warranty, express or implied, as to the accuracy, completeness, currency or reliability of plans provided. Furthermore, Barwon Water does not provide a warranty that the scale of the plans is accurate, or that they are suitable for a specific purpose. These plans are intended for general information only. Barwon Water is not responsible and does not accept liability for any loss, expense or damage (direct or indirect) which has arisen from reliance on any plans provided by Barwon Water. It is the responsibility of users of the plans to ensure the accuracy of the plans by independent means and to take care when undertaking works that have the potential to damage Barwon Water assets.



Statement of lands for period 1 January 2026 to 31 December 2026

Assessment number: 96418421

Effective valuation date: 1 January 2025 — All values are provided by the Valuer-General of Victoria.

Lands owned as at midnight 31 December 2025 — Where a property was sold after 31 December, the vendor (seller) is still liable for the land tax.

Item	Address/Municipality	Land ID/References	Single holding tax ¹	Proportional tax ^{1†}	Taxable value
1					
2					
3					
4					
5	70A GARONNE DR, BANNOCKBURN, 3331 GOLDEN PLAINS	050333073 2 S908111	\$975.00	\$1,399.92	\$251,116 ^{1†}
6					
7					
8					
Total taxable value					\$1,270,000

The taxable value of your property is determined by the Valuer-General Victoria. You can find the Australian Valuation Property Classification Code (AVPCC) on your council rates notice.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 04/10/2024 10:40:12 AM

OWNERS CORPORATION 1
PLAN NO. PS908111F

The land in PS908111F is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 2 - 7.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

68 GARONNE DRIVE BANNOCKBURN VIC 3331

PS908111F 03/11/2023

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

PS908111F 03/11/2023

Notations:

NIL

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 2	10	10
Lot 3	10	10
Lot 4	10	10
Lot 5	10	10
Lot 6	10	10
Lot 7	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 04/10/2024 10:40:12 AM

**OWNERS CORPORATION 1
PLAN NO. PS908111F**

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Total	60.00	60.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

OWNERS CORPORATION CERTIFICATE

Owners Corporation Act 2006 Section 151, Owners Corporations Regulations 2018 Regulation 16

Owners Corporation No

Address: 70A (Lot 2) Garonne Drive, Bannockburn 3331

This certificate is issued for	Lot 2 on Plan of Subdivision No: PS908111
Postal address is	70A (Lot 2) Garonne Drive Bannockburn 3331
Applicant for the certificate is	MANN LEGAL
Address for delivery of certificate is:	40 Myers Street Geelong 3220
Date that the application was received:	14 May 2026

IMPORTANT:

The information in this certificate is issued on: **14 May 2026**

You can inspect the owners corporation's register for additional information and you should obtain a new certificate for current information prior to settlement.

1.	The current annual fees for the lot annually (strike out if not applicable) are: \$121.92 payable annually
2.	The date which the fees for the lot have been paid up to is – 25 October 2026.
3.	The total of any unpaid fees or charges for the lot are – N/A
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are - N/A
5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges not included in annual fees, maintenance fund or special fees as set out above: N/A
6.	The owners corporation has the following insurance cover: <ul style="list-style-type: none"> • the name of the company: Underwriters at Lloyd's Under Binder Agreement B17500240027 • policy number: LIAGT03107 • type of policy: Public & Products Liability - Renewal • buildings covered: Owners Corp Plan No PS908111F • building amount: \$ • public liability amount: \$20,000,000.00 • renewal date: 25 October 2026
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution - N/A

8.	<p>The total funds held by the owners corporation - N/A</p> <p>The total funds should report the best available statement of financial position of the owners corporation.</p> <p>The statement of financial position at the end of the last financial year of the owners corporation on (insert date)</p> <p style="text-align: right;">was:</p> <hr/> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Assets:</td> <td style="text-align: right; border-bottom: 1px solid black;">\$</td> </tr> <tr> <td>Maintenance fund (if prescribed owners corporation):</td> <td></td> </tr> <tr> <td>Liabilities:</td> <td style="text-align: right; border-bottom: 1px solid black;">\$</td> </tr> <tr> <td>Maintenance plan (if prescribed owners corporation):</td> <td></td> </tr> <tr> <td>Total funds =</td> <td style="text-align: right; border-bottom: 1px solid black;">\$</td> </tr> </table>	Assets:	\$	Maintenance fund (if prescribed owners corporation):		Liabilities:	\$	Maintenance plan (if prescribed owners corporation):		Total funds =	\$
Assets:	\$										
Maintenance fund (if prescribed owners corporation):											
Liabilities:	\$										
Maintenance plan (if prescribed owners corporation):											
Total funds =	\$										
9.	<p>Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, provide details:</p> <p>N/A</p>										
10.	<p>Are there any current contracts, leases, licences or agreements affecting the common property? If so, provide details -</p> <p>N/A</p>										
11.	<p>Are there any current agreements to provide services to lot owners, occupiers or the public? If so, provide details -</p> <p>N/A</p>										
12.	<p>Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, provide details -</p> <p>N/A.</p>										
13.	<p>Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, provide details -</p> <p>N/A.</p>										
14.	<p>Has the owners corporation appointed or resolved to appoint a manager? If so, provide details -</p> <p>N/A</p>										
15.	<p>Has an administrator has been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?</p> <p>N/A.</p>										
16.	<p>A copy of the minutes of the most recent annual general meeting of the owners corporation.</p>										
17.	<p>Documents required to be attached to the owners corporation certificate are:</p> <ul style="list-style-type: none"> • A copy of all resolutions made at the last annual general meeting • A copy of the consolidated rules registered at Land Victoria • A copy of Schedule 3 of the Owners corporations Regulations 2018 entitled "Statement of advice and information for prospective purchasers and lot owners" 										
18.	<p>NOTE:</p> <p>More information can be obtained by an inspection of the owners corporation register.</p> <p>Please make your request to inspect the owners corporation register in writing to:</p>										

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DATED the 13th day of May 2026.

This owners corporation certificate was prepared by: Mann Legal

Postal address	PO Box 1857 Geelong VIC 3220
(signature)	<i>Mann Legal</i>

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

Management of an owners corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

MODEL RULES FOR AN OWNERS CORPORATION

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

1. Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
2. This rule does not apply to -
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub committee without reference to the owners corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

1. The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
2. If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
3. Subrule (2) does not apply if the concession or rebate -
 - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

1. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
3. An approval under subrule (2) may state a period for which the approval is granted.
4. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
5. An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
6. Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 **Damage to common property**

1. An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
2. An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
3. An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
4. An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
5. The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. **Lots**

5.1 **Change of use of lots**

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 **External appearance of lots**

1. An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
2. An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 **Requiring notice to the owners corporation of renovations to lots**

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6. **Behaviour of persons**

6.1 **Behaviour of owners, occupiers and invitees on common property**

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 **Noise and other nuisance control**

1. An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
2. Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. **Dispute resolution**

1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006.
8. This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

CAT1 - 25-26 - insurance



OWNERS CORP
SUBDIVISION

Tax Invoice

Owners Corp Plan No PS908111F
1527 Midland Highway
Bannockburn VIC 3331

Marsh Advantage Insurance Pty Ltd
ABN 31 081 358 303
6 Holder Road
BANNOCKBURN VIC 3331
03 5281 4000
NutrienAgSolutions.com.au

Invoice No.	022-609945
Date	15 September 2025
Our Ref	101101
Client Code	022-OCPS9081
Policy No.	LIAGT03107
Class	Public & Products Liability - Renewal
Insured	Owners Corp Plan No PS908111F
Period	25/10/2025 to 25/10/2026
Situation	As per schedule
Insurer	As per schedule

Adviser/s
Campbell Stewart 0438 863877

Premium	500.00
FSL/ESL	0.00
U/W Fee	50.00
Broker Fee	75.00
GST	62.50
Stamp Duty	44.00
TOTAL DUE	AUD \$731.50

The above premium includes our broking commission of \$100.00 plus GST
Refer overleaf for information about statutory notices, terms and conditions

Renewal 2025-2026

PAID
15/10/25

PAYMENT OPTIONS

PAY IN FULL NOW	
Total Due AUD \$731.50 by 25/10/2025 <small>*BPAY and Card payments are limited to \$50,000 per transaction</small>	
	Bill Code: 3269 Ref: 880457870906099451 <small>Registered to BPAY Pty Ltd ABN 69 079 137 518</small>
Telephone or Internet Banking - BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More Info: www.bpay.com.au .	
	Visa/Mastercard/Amex - www.marsh.com/au/payonline Payment reference 8804578709. A 1% surcharge fee (including GST) applies
EFT ONLY	Bank: Commonwealth Bank Acct: 80 457 8709 BSB: 066-774 Ref: 022-OCPS9081 Email Remittance to: Payments.Australia@marsh.com
	Cheque - Mail with completed Payment Slip overleaf

OR

PAY BY THE MONTH	
	PREMIUM FUNDING
To proceed, complete your Application online at: https://hpf.online/3k625h3826	
10 monthly instalments of \$78.01 Initial instalment \$118.01 Includes an application fee of \$40.00 Total Amount Payable \$820.07 Includes application fee and interest charges	
Application No. 71422663	



Invoice # 022-609945
Policy # LIAGT03107
Owners Corp Plan No PS908111F

INFORMATION RELATING TO YOUR INVOICE

Marsh Advantage Insurance Pty Ltd operates a trust account with the support services of its affiliate Marsh Pty Ltd.

Unless we have expressly indicated in correspondence that your policy has already been automatically renewed, then only if you have paid your premium in full and the insurer has accepted your insurance policy, will cover commence on the effective date of your policy.

If you are registered for GST purposes, your input tax credit entitlement is, or is based on, the GST amount shown. In accordance with the GST law relating to insurance premiums, the GST amount will be less than 1/11th of the total amount payable. This document will be a tax invoice for GST when you make a payment.

We will keep the interest (if any) earned in our trust account from money paid by you in connection with a financial service or a financial product that has, may or will be provided, to you.

In the event of any refund of premium being allowed for the cancellation or adjustment of this insurance policy, we reserve the right to retain all brokerage, fees and charges.



PAYMENT SLIP

In the following particulars of cheques: Proceeds of cheques, when credited to the account, are generally not available until cleared. Please refer to your account terms and conditions for details.

If 'paying in full now' by cheque, please provide your payee details:

Drawer
Cheque No.
BSB

Client Ref 022-OCPS9081
Our Ref. 101101
Invoice No. 022-609945
Date of Issue 15 September 2025
Due By 25/10/2025

Make cheque payable to: Marsh Advantage Insurance Pty Ltd - ABN 31 081 358 303

Post cheque and payment slip to: MARSH PTY LTD, LOCKED BAG 312, SILVERWATER, NSW 2128

Trancode	User Code	Customer Reference Number		TOTAL DUE
831	066773	000088045787098	\$	731.50



Invoice # 022-609945
Policy # LIAGT03107
Owners Corp Plan No PS908111F

Important Information

YOUR INSURANCE CONTRACT

INSURANCE CONTRACTS ACT 1984 (CTH) DUTY OF UTMOST GOOD FAITH AND CONSUMER INSURANCE CONTRACTS – DUTY TO TAKE REASONABLE CARE AND OTHER INSURANCE CONTRACTS – DUTY OF DISCLOSURE

All insureds owe the insurer a duty of utmost good faith and integrity in all dealings with the insurer. It is a reciprocal duty that applies to the insurer as well as to you, preventing either party from doing anything which is unfair or unreasonable in contravention of the duty. If you fail to act in accordance with the duty of utmost good faith then to the extent permitted by law, the insurer may refuse your claim, cancel your policy, or both.

The Act provides an additional duty as follows:

- if your insurance policy is obtained wholly or predominantly for the personal, domestic or household purposes (e.g. personal accident, sickness, travel, medical indemnity, consumer credit, personal and domestic property, home or car insurance and life); or your insurer has opted in to the contract being a consumer insurance contract (in accordance with the relevant rules) then your duty is set out below in the following Consumer Insurance Contracts – Your Duty to Take Reasonable Care Not to Make a Misrepresentation to the Insurer notice; and
- in all other situations, your duty is set out below in the Duty of Disclosure - Other Insurance Contracts

Consumer Insurance Contracts

Your Duty to Take Reasonable Care not to make a misrepresentation to the Insurer

What is the duty?

All persons who will be an insured covered by the insurance (referred to as you, your) have a legal duty to take reasonable care not to make a misrepresentation to the insurer.

A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. For example, a statement of fact that is not true, a statement of opinion that is not the subject of an honestly held belief or a statement of intent that never existed at the time provided.

The insurer will not treat something as a misrepresentation merely because you failed to answer a question or gave an obviously incomplete or irrelevant answer to a question.

Answering the insurer's and our Questions

Your answers to the insurer's and our questions help the insurer to decide whether to provide you with insurance and if so, on what terms. The duty must be complied with when answering them.

When answering the insurer's and our questions:

- you must take reasonable care to make sure your answers are true, honest, up to date and complete in all respects. You may breach the duty if you answer without any care as to its truth or if you only guess or suspect the truth. If in doubt, pause the application and obtain the true facts before answering; and
- if another person is answering for you, the insurer will treat their answers as yours. In such a case you should check the questions have been answered correctly on your behalf by them.

When does the duty apply until?

This duty applies until the time the insurer agrees to issue you with insurance for the first time. It also applies where you are applying to renew, extend, vary or reinstate your insurance, up until the time the insurer agrees to this.

If you have made a statement and this changes before the end of the above relevant time you must tell us about this change before the time ends.

What happens if you breach the duty?

If you do not meet the duty, to the extent permitted by law, the insurer may reject or not fully, or only partly pay your claim. The insurer may also, or as an alternative, cancel your insurance or if the misrepresentation was fraudulent, treat it as if it never existed.

A misrepresentation made knowingly by you without belief in its truth or recklessly without caring whether it is true or false can be fraudulent.

How is it determined if there has been a breach of your duty?

A breach is determined having regard to all relevant circumstances.

Without limiting the above, the following matters may be taken into account in determining whether you have taken reasonable care not to make a misrepresentation:

- the type of this consumer insurance contract and its target market;
- explanatory material or publicity produced or authorised by the insurer e.g. advertising material;
- how clear, and how specific, were any questions asked by the insurer;
- how clearly the insurer communicated to you the importance of answering those questions and the possible consequences of failing to do so;
- whether or not an agent was acting for you; and
- whether the contract was a new contract or was being renewed, extended, varied or reinstated.

The insurer must also take account of any particular characteristics or circumstances about you which it was aware of, or ought reasonably to have been aware of.

DUTY OF DISCLOSURE – OTHER CONTRACTS

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984. You have a duty to tell us anything that you know, or could reasonably be expected to know, may affect the insurer's decision to insure you and on what terms. You have this duty until the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

If we ask you questions that are relevant to the insurer's decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change. If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change.

You do not need to tell us anything that reduces the risk insured, is common knowledge, the insurer knows or should know as an insurer or the insurer waives your duty to tell them about.

If you do not tell us something

If you do not tell us anything you are required to, the insurer may cancel your contract or reduce the amount it will pay you if you make a claim, or both. If your failure to tell us is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

DUTY OF DISCLOSURE - SUBSIDIARY AND ASSOCIATED COMPANIES

Cover which is arranged for subsidiary and/or associated companies in addition to named insureds.

If you enter into a contract of insurance on behalf of any subsidiary and/or related company of the named insured, that subsidiary and/or related company has the same duty of disclosure as the named insured. We recommend that you ensure that each subsidiary and/or related company is made aware of the duty of disclosure and given an opportunity to make any necessary disclosures.

ESSENTIAL READING OF POLICY WORDING

We will provide you with a full copy of your policy as soon as it is received from the insurer.

It is essential that you read this document without delay and advise us in writing of any aspects which are not clear or where the cover does not meet with your requirements.

CHANGE OF RISK OR CIRCUMSTANCES

It is vital that you advise the insurer of any changes to your company's usual business. For example, insurers must be advised of any

- mergers or acquisitions,
- changes in occupation or location,
- new products or services, or
- new overseas activities.

Please contact us if you are in doubt as to whether to notify your insurer of a change in business operations.

Your duty to disclose applies also when you amend, alter, vary or endorse a policy.

HOLD HARMLESS AGREEMENTS, CONTRACTING OUT, REMOVAL OF SUBROGATION OF RIGHTS

You may prejudice your rights to a claim if, without prior agreement from your insurer, you make any agreement that could prevent the insurer from recovering the loss from a third party. These 'hold harmless' clauses are often found in leases, licences and contracts for maintenance, supply, construction and repair.

INSURING THE INTERESTS OF OTHER PARTIES

If you require the interest of another party to be covered by the policy, you must request this. Most policies will attempt to exclude indemnity to other parties (e.g. mortgagees, lessors, principals etc.) unless their interest is expressly noted on the policy. This is not applicable to Professional Indemnity or Directors & Officers policies.

TARGET MARKET DETERMINATION (TMD)

If you are interested in the Target Market Determination for your retail policy(s) you can access this via our online portal which provides access to the insurer TMD by policy class at:

<https://www.marshadvantage.com.au/target-market-determinations.html>

GENERAL ADVICE WARNING

It is important that you understand and are satisfied with the policies we arrange for you. Any recommendations we have made have been based on a consideration of the premium quoted and the scope of cover offered by an insurer. We can give you general information to help you decide but unless we have specified otherwise, we have not advised you on whether the terms are specifically appropriate for your individual objectives, financial situation or needs. We therefore recommend that you should carefully read the relevant Product Disclosure Statement and other information we provide before deciding.

NSW STAMP DUTY EXEMPTION

From 1 January 2018, some small businesses with an aggregated annual turnover of less than \$2 million may be exempt from NSW stamp duty on commercial motor vehicle, commercial aviation, occupational indemnity or public/product liability insurance policies. (*aggregated turnover is your Australia wide annual turnover plus the annual turnover of any businesses that are your affiliates or are connected with you). To apply for an exemption or a refund please contact us for a copy of the 'NSW Insurance Duty - Small Business Exemption Declaration Form' if one has not been provided to you.

SEVERAL LIABILITY

Where your policy cover is provided by more than one insurer it is important to note that each insurer is only responsible to the extent of their individual subscription and there is no obligation for that insurer to make up the shortfall of any other subscribing insurer in a claim or return premium payment.

NEW CLAIMS / UNREPORTED LOSSES

Any quotation we have obtained on your behalf is based on the understanding that there will be no deterioration in the claims experience between the date insurers quoted their terms and the inception date of the cover. If claims do occur during this period, insurers have the right to revise the terms quoted or even withdraw their quotation. Please let us know whether there are any losses which have occurred that have not been reported to us/insurers, whether you intend making a claim or not.

CONFIRMATION OF TRANSACTION

You may contact us by telephone or in writing to confirm any transaction under your policy, such as renewals and endorsements. If necessary, we will obtain the information for you from the insurer.

CLAIMS MADE DURING THE PERIOD OF INSURANCE

Where all or part of this policy provides cover on a claims made basis, any claims first made against you and reported to the insurer during the period of insurance are covered irrespective of when the act causing the claim occurred, subject to the provisions of the Prior and Pending Litigation Date stated in the Schedule.

Please note the effect of Section 40(3) of the Insurance Contracts Act 1984. If you become aware of facts that may give rise to a claim, and you give written notice to the insurer of those facts as soon as possible (and before the policy period expires), then the insurer may not deny liability for that claim, when made, solely because it was made after the expiry of the policy period.

For this reason, you must advise the insurer in writing of all incidents that may give rise to a claim against you without delay after such incidents come to your attention and prior to the policy's expiry date.

As such this policy will not provide indemnity for claims, or possible claims, notified after the policy expires.

RETROSPECTIVE COVER

Some policies do not provide cover in respect of claims arising out of acts committed prior to any 'Retroactive Date' specified in the policy wording unless you specifically request and obtain this cover. An additional premium may apply to any extension to the retroactive date.

EVENTS OCCURRING PRIOR TO COMMENCEMENT

Some policies provide cover on an 'occurrence' basis. Your attention is drawn to the fact that such policies do not provide indemnity in respect of events that occurred prior to commencement of the contract.

NOT A RENEWABLE CONTRACT

Where all or part of this policy provides cover on a claims made basis, this policy or part of the policy will terminate on the date indicated. We emphasise that such a policy is not a renewable contract. If you require similar insurance for any subsequent period, you will need to complete a new proposal so that terms of insurance and quotation(s) can be prepared for your consideration prior to the termination of the current policy.

REFUND OF PREMIUMS

In the event of any refund premium being allowed for the cancellation or adjustment of this insurance policy, we reserve the right to retain all brokerage, fees and charges.

PRIVACY POLICY

We value your privacy and are committed to handling your personal information in accordance with the Australian Privacy Principles and Privacy Act. Full details of how we collect, hold, use and disclose personal information is detailed in our Privacy Policy:

<https://www.marshadvantage.com.au/privacy-policy.html>

Contact your Adviser if you require a copy, or email <mailto:privacy.australia@marsh.com>.

RECEIVING INFORMATION ABOUT OTHER PRODUCTS AND SERVICES

We may, from time to time, offer you information about products and services which may be of interest to you. Please notify us if you do not wish to receive such additional information.

CODE OF PRACTICE

We are a member of the National Insurance Brokers Association (NIBA) and are bound by their Code of Practice (the Code) when acting as an agent of the insured. When we are acting as an agent of the insurer, we are bound by the General Insurance Code of Practice. For more details refer to our webpage for the standards we are required to follow under the Code.

<https://au.marsh.com/shared-legal-pages/insurance-brokers-code-of-practice.html>

REMUNERATION AND OTHER INCOME



Invoice # 022-609945
Policy # LIAGT03107
Owners Corp Plan No PS908111F

Our principal remuneration for arranging insurance on your behalf is either by way of commission paid by the Insurer and/or a fee including a service fee and an administration fee to be paid by you. We are entitled to retain all commission and fees covering the full policy period for policies placed by us on your behalf, even where an insurance policy is amended, terminated or otherwise cancelled. In addition to the above we, or any company within the Marsh Advantage Insurance Pty Ltd group of companies, may receive income from insurers including: interest earned on insurance monies passing through our bank accounts; profit commissions or profit shares paid by insurers on specific classes of business; administrative service fees or expense reimbursements for limited specific services we provide to insurers as part of the placing or claims process. We will disclose any potential conflict of interest not included above which may occur and affect our relationship.

FINANCIAL SERVICES GUIDE (FSG)

For important information about us and the services we provide go to the link below to download the Nutrien Ag Solutions Financial Services Guide. You should read the FSG carefully and make sure you understand it. If there is anything you do not understand, please contact us.

<https://www.nutrienagsolutions.com.au/nutrien-ag-solutions-financial-services-guide>

Complaints Procedures

If you are dissatisfied with our service in any way, in the first instance, please contact the Adviser servicing your account or our Complaints Officer on +61 3 9603 2338 or email <mailto:complaints.australia@marsh.com>. A more detailed explanation of our Complaints Procedure can be found in our Financial Services Guide or at:

<https://www.marsh.com/en-gb/contact-us/complaints.html>.

Commission

The Premium shown on the tax invoice includes commission received from the insurer.

If you require a further explanation for any of the above notices, please contact us immediately.



1st floor, 186 Scarborough Beach Road, Mount Hawthorn WA 6016
p: 08 6374 7000 e: info@coastins.com.au
PO Box 120, Mount Hawthorn WA 6915
ABN 44 108 154 829 AFSL 268726
coastins.com.au

Renewal Invoice

TAX INVOICE

Nutrien Ag Solutions Limited
2 Birksgate Drive,
NORTH FREMANTLE WA 6159

Invoice Date: 10/09/25
Our Reference: TPB969
Invoice No: I235220
Memorandum No: 24100638

Class of Business: Broadform Liability
Insurer: Underwriters at Lloyd's, led by Managing Agent MS Amlin - Syndicate 2001, Under Binder Agreement
B17500250027
100.0000%
The Insured: Owners Corp Plan No PS908111F
Policy Number: LIAGT03107
Period of Insurance: 25/10/25 to 25/10/26 At 4pm Local Time

Renewal 2025-2026

Please refer to the policy wording or Product Disclosure Statement (PDS) provided, which outlines important information about your duty to disclose information to us.

Premium	500.00
Fire Levy	0.00
U/W GST	50.00
Stamp Duty	44.00
Agency Fee	50.00
Fee GST	5.00
Sub Total	649.00
Broker Comm	100.00
Broker Comm GST	10.00
TOTAL DUE	\$539.00

Please use the following account details when paying insurance premiums:

Bank: Macquarie Bank
Address: 4/235 St Georges Terrace, Perth WA 6000
Name: COAST INSURANCE PL - S981B Trust Account
BSB: 186 300
Account: 305539660

Please send all remittance advices to reception@coastins.com.au

REMITTANCE ADVICE

Client Code: TPB969
Invoice No: I235220
Client Name: Nutrien Ag Solutions Limited
Due Date: 09/11/25
TOTAL DUE: \$539.00



1st floor, 186 Scarborough Beach Road, Mount Hawthorn WA 6016
p: 08 6374 7000 e: info@coastins.com.au
PO Box 120, Mount Hawthorn WA 6916
ABN 44 108 154 829 AFSL 268726
coastins.com.au

Schedule of Insurance

Broadform Liability

Class of Business: Broadform Liability
Insurer: Underwriters at Lloyd's, led by Managing Agent MS Amlin - Syndicate 2001, Under Binder Agreement B1750O250027
100.0000%

The Insured: Owners Corp Plan No PS908111F
Policy Number: LIAGT03107
Period of Insurance: 25/10/25 to 25/10/26 At 4pm Local Time

Interested Party: No interested parties noted

The Insured

Insured Name: Owners Corp Plan No PS908111F
ABN:
Registered business address: Lots 68-70 Garonne Drive BANNOCKBURN VIC 3331

Insured Situations:

Sit No.	Address	State	Post Code
1	Lots 68-70 Garonne Drive BANNOCKBURN VIC 3331	VIC	3331

Product Description

This policy is a Legal Liability policy to pay to You or on Your behalf all amounts which You shall become legally liable to pay as Compensation in respect of:
2.1.1 Personal Injury; and/or
2.1.2 Property Damage; and/or
2.1.3 Advertising Injury;
happening during the Period of Insurance within the Geographical Limits, in connection with the Business or Your Products and/or work performed by You or on Your behalf and caused by or arising out of an Occurrence.

Business Description

Unoccupied Vacant Block

Business Code

67110

Residential property operators

Insured Business Activities

The following activities are insured by this policy



1st floor, 186 Scarborough Beach Road, Mount Hawthorn WA 6016
p: 08 6374 7000 e: info@coastins.com.au
PO Box 120, Mount Hawthorn WA 6915
ABN 44 108 154 829 AFSL 268726
coastins.com.au

Estimated Annual Turnover

Within Australia	0
Outside Australia	0

Geographical Limits

Anywhere in the world except North America; and

North America, but only with respect to:

- 1.10.2.1 overseas business visits by any of Your directors, partners, officers, executives or employees, who are non-residents in North America, but not where they perform manual work in North America;
- 1.10.2.2 Products exported to North America without Your knowledge.

Scope of Cover and Features

Public Liability	\$20,000,000 Any one Occurrence.
Product Liability	\$20,000,000 in respect of any one claim or series of claims, and in the aggregate during any one Period of Insurance.
Pollution Liability	Included Caused by a sudden, identifiable, unintended and unexpected event which takes place at a specific time and place, other than North America.
Professional advice	Cover is provided for Breach of Professional Duty arising out of advice which is not given by You for a fee. Refer exclusion 3.5
Property in Your care, custody or control	\$250,000 In respect of any one claim or series of claims arising out of any one Occurrence.
Faulty workmanship, resultant damage only	Excluded as per General Exclusion 3.11 FAULTY WORKMANSHIP; for the cost of performing, completing, correcting or improving any work undertaken by You.
Defence Costs	Included in respect of any one claim or series of claims arising out of any one Occurrence.
Statutory Liability	Not covered
Hot work extension	Not covered



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Claims Preparation Costs

\$25,000
In respect of each claim or series of claims arising out of any one Occurrence.
This amount is in addition to Defense Costs.

Sub-Limits of Liability

Errors & Omissions

Not Insured

Principal exclusions

Goods Exported to USA or Canada
Contractual Liability
Employers Liability
Faulty Workmanship
Product Recall
Product Guarantee
Asbestos

Policy endorsements

VACANT LAND EXCLUSION

The following Exclusion is inserted into the Policy:

This Policy does not cover claims, costs, Injury or Damage arising directly or indirectly from:

1. Quarries or mineshafts;
2. Wells, ponds, lakes, rivers or other water sources unless previously agreed in writing by Us;
3. Construction or redevelopment activities whether by You or others except for site photographers, surveyors, and other non-labour intensive professional services;
4. Storage of third party property;
5. Agistment or boarding of animals.

In all other respects the Policy remains unaltered.

PROPERTY OWNERS LIABILITY ENDORSEMENT

The following additional exclusion is added to the Policy.

This Policy does not provide indemnity in respect of claims directly or indirectly arising from any business, profession, trade or manufacturing operations (other than as owners of property the subject of this Policy) conducted by You or on Your behalf.

Other than as amended above, the terms, conditions and exclusions of this Policy shall continue to apply.

Retroactive date

Not Applicable

Excess

All Other Claims \$500
Personal Injury to Subcontractors / Contractors \$10,000

Premium adjustment clause

The premium applicable to this policy may have been calculated using estimates provided by You and shall thereupon be adjusted and any difference paid by You, as the case may be.

The premium is minimum and deposit.



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Insurance Product

Wording: CI-BFL-2203 - Broadform Liability Insurance
Underwriting Agency: Coast Insurance (ABN 44 108 154 829) under binder agreement.
Security/Insurer: Underwriters at Lloyd's, led by Managing Agent MS Amlin - Syndicate 2001, Under Binder Agreement B1750O250027
Important Notice: In arranging and effecting the contract of insurance, Coast Insurance (ABN 44 108 154 829) will be acting as agent of the Insurer, not as your agent.
For full details of cover, conditions and exclusions - please refer to your policy document.

LSW 1001 (INSURANCE) SEVERAL LIABILITY NOTICE:

The subscribing Insurers obligations under contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of the individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

IMPORTANT NOTICE

In arranging and effecting this contract of insurance, Coast Insurance Pty Ltd (ABN 44 108 154 829) will be acting as agent of the Insurer(s), not as your agent.

Authorised By

A handwritten signature in blue ink, appearing to read "Shirley...", written over a horizontal line.

Coast Insurance Pty Ltd for and on behalf of the Insurer

Created at 14 May 2026 09:57 AM

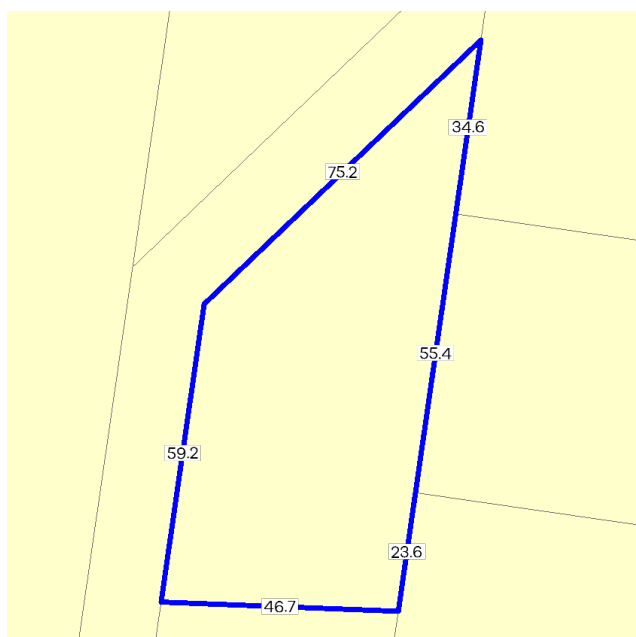
PROPERTY DETAILS

Lot and Plan Number: **Lot 2 PS908111**
 Address: **68 GARONNE DRIVE BANNOCKBURN 3331**
 Standard Parcel Identifier (SPI): **2\PS908111**
 Local Government Area (Council): **GOLDEN PLAINS**
 Council Property Number: **12800033 (Part)**
 Directory Reference: **Melway 488 K8**

www.goldenplains.vic.gov.au

SITE DIMENSIONS

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



Area: 4010 sq. m

Perimeter: 295 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

PARCEL DETAILS

This is 1 parcel of 6 parcels comprising this property. The parcel searched for is marked with an * in the table below

Lot/Plan or Crown Description	SPI	Lot/Plan or Crown Description	SPI
Lot 1 PS908111	1\PS908111	Lot 5 PS908111	5\PS908111
* Lot 2 PS908111	2\PS908111	Lot 7 PS908111	7\PS908111
Lot 3 PS908111	3\PS908111	Lot CM1 PS908111	CM1\PS908111

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Urban Water Corporation: **Barwon Water**
 Melbourne Water: **Outside drainage boundary**
 Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**
 Legislative Assembly: **GEELONG**

PLANNING INFORMATION

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

The Planning Property Report for this parcel can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



From www.planning.vic.gov.au at 14 May 2026 09:57 AM

PROPERTY DETAILS

Lot and Plan Number: **Lot 2 PS908111**
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 Standard Parcel Identifier (SPI): **2\PS908111**
 Local Government Area (Council): **GOLDEN PLAINS**
 Council Property Number: **12800033 (Part)**
 Planning Scheme: **Golden Plains**
 Directory Reference: **Melway 488 K8**

www.goldenplains.vic.gov.au

[Planning Scheme - Golden Plains](#)

This parcel is one of 6 parcels comprising the property. For full parcel details get the free Property report at [Property Reports](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Urban Water Corporation: **Barwon Water**
 Melbourne Water: **Outside drainage boundary**
 Power Distributor: **POWERCOR**

STATE ELECTORATES

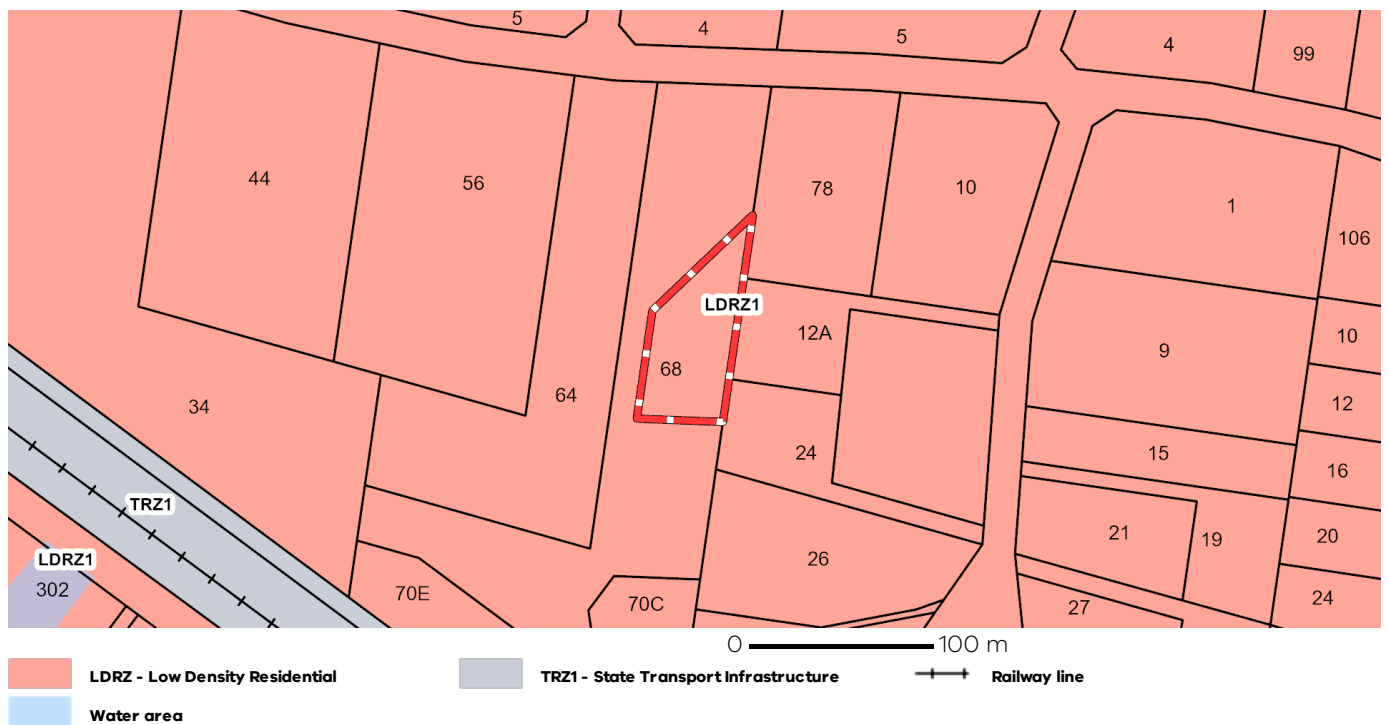
Legislative Council: **WESTERN VICTORIA**
 Legislative Assembly: **GEELONG**
OTHER
 Registered Aboriginal Party: **Wadawurrung Traditional Owners Aboriginal Corporation**
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

[LOW DENSITY RESIDENTIAL ZONE \(LDRZ\)](#)

[LOW DENSITY RESIDENTIAL ZONE - SCHEDULE 1 \(LDRZ1\)](#)

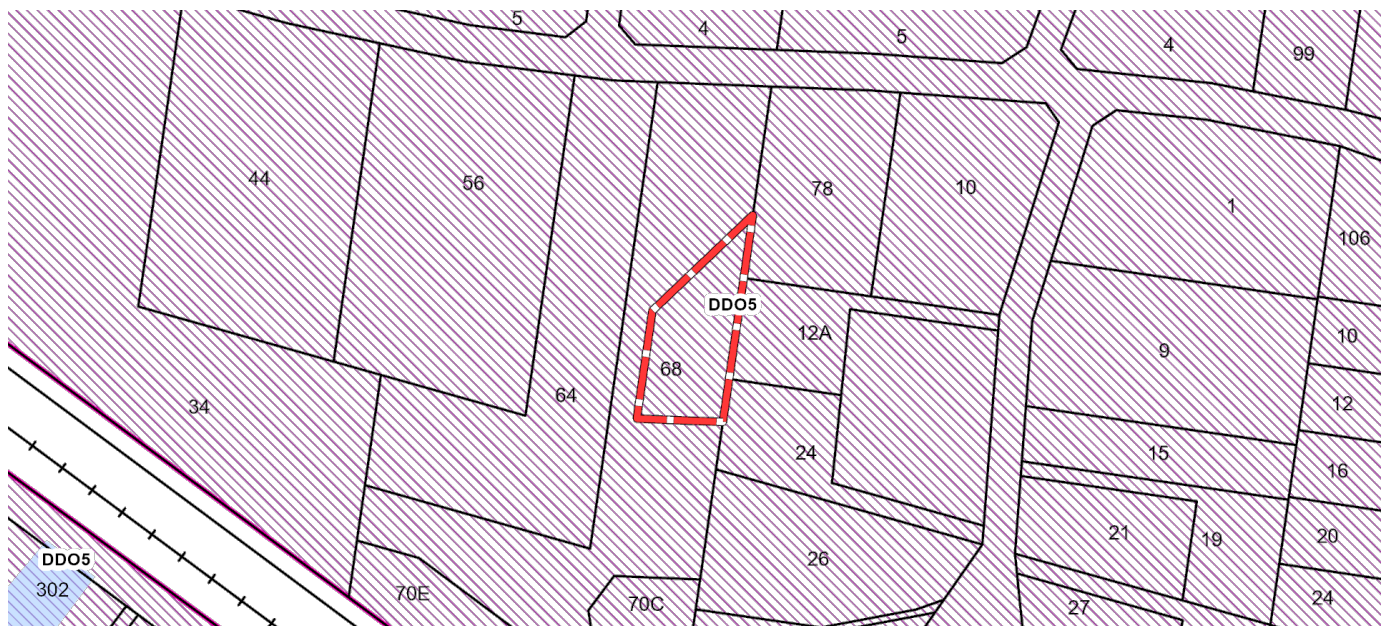


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 5 (DDO5)

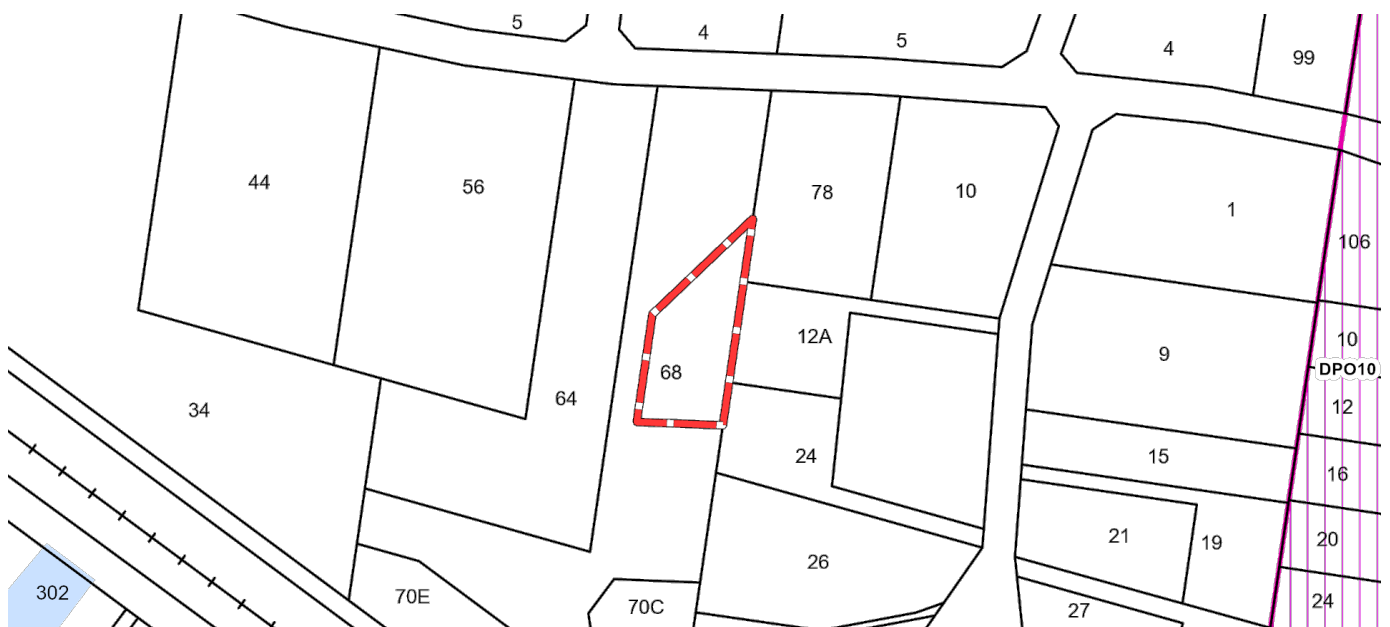


Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DEVELOPMENT PLAN OVERLAY (DPO)



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

Further Planning Information

Planning scheme data last updated on 14 May 2026.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

Designated Bushfire Prone Areas

This parcel is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

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

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



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

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

Native Vegetation

Native plants that are indigenous to Victoria and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)

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)