

# Contract of Sale of Land



**Property**    **Lot 5**    on **PS843519E, Derry Parade**  
**Horsham VIC 3400**

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

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

## SIGNED BY THE PURCHASER:

.....  
..... on ..... / ..... /2024

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

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

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

## SIGNED BY THE VENDOR:

.....  
..... on ..... / ..... /2024

Print name(s) of person(s) signing:    **Motavu Pty Ltd ACN 066 386 383**

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

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

### IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

**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.

# Particulars of Sale

## Vendor's estate agent

Name **HORSHAM REAL ESTATE**  
Address 54 Hamilton Street Horsham VIC 3400  
Email gerry@gerrysmith.com.au Ref Mr. Gerry Smith  
Tel Mob 0418 574 671 Fax

## Vendor

Name **MOTAVU PTY LTD**  
Address C/- Mr Gerry Smith, 54 Hamilton Street, Horsham, Vic 3400  
ABN/ACN 066 386 383

## Vendor's legal practitioner or conveyancer

Name **POWER & BENNETT LAWYERS**  
Address 12 Pynsent Street (PO Box 40), Horsham VIC 3400  
Email alexander@powerandbennett.com.au Ref Mr. A Smith  
Tel (03) 5382 0061

## Purchaser

Name  
Address  
ABN/ACN

## Purchaser's legal practitioner or conveyancer

Name  
Address  
Email Ref  
Tel Fax DX

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
<b>PART</b> Volume 9399 Folio 185	1,2,3,4,5,6,7,8 and 9	TP868356D
<b>PART</b> Volume 2666 Folio 130	1	TP613093K

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

The land includes all improvements and fixtures

## Property address

The address of the land is: **Lot 5 on PS843519E, Derry Parade Horsham VIC 3400**

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

Nil – Vacant Land

**Payment**

Price	\$	
Deposit	\$	payable
Balance	\$	payable at settlement

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

**Settlement** (general conditions 17 & 26.2)**is due on**

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

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

**Lease** (general condition 5.1)

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

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

a lease for a term ending on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ with \_\_\_\_\_ options to renew, each of \_\_\_\_\_ years

OR

a residential tenancy for a fixed term ending on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

OR

a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked.

(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)

**Loan** (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than \$ \_\_\_\_\_ Approval date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

# Special Conditions

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

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

1. **Amendment to General Condition 20**

General Condition 20.2(c) shall be amended by deletion therefrom of the words “together with written evidence of rejection or non-approval of the loan” and General Condition 20.3 shall be amended by adding thereto after the word “ended” the words “but only after the Purchaser delivers to the Vendor written evidence of rejection or non-approval of the loan which they must deliver to the Vendor within 21 clear business days of the approval date or any later date for finance approval allowed by the Vendor and if the Purchaser shall fail to deliver that evidence within that time then the deposit shall thereafter be forfeited to the Vendor for them to retain as their absolute property”.

2. **Amendment to General Condition 23**

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

3. **Amendment to General Condition 28**

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

4. **Subdivision**

The Vendor will submit Plan of Subdivision No. PS843519E for certification by Horsham Rural City Council and the Vendor will diligently seek such certification and thereafter approval of the said stages of the said Plan of Subdivision by the Registrar of Titles but in the event such approval is not obtained within 12 months from the date hereof this Contract shall be voidable at the option of either party and on being avoided all money paid by the Purchaser shall be refunded to the Purchaser in full. Subject to statute the Vendor reserves the right to make any minor amendments to the said plan as may be necessary or desirable for obtaining such certification and approval. The measurements, bearings and other data shown on the said Plan of Subdivision as so approved shall be binding on the parties. The Vendor shall cause to be completed at the Vendor's own expense all necessary subdivisional works and requirements made by Horsham Rural City Council and the other relevant statutory authorities with respect to the said Plan of Subdivision including all road, kerbing, channelling, drainage works, street lighting and provision of rural water supply, electricity and telephone services so that same will be available for connecting to the lot sold.

5. For so long as the Vendor is an owner/occupier of adjoining land with the lot herein sold, it is specifically agreed that liability for construction of any dividing fence between the lot herein sold and such adjoining land shall be 99.9% the Purchaser (and any persons deriving title from or occupation of the lot herein sold through the Purchaser) and 0.1% to the Vendor. The Purchaser agrees to indemnify and keep indemnified the Vendor against liability for contribution to the costs of construction of any such dividing fence/s in excess of 0.1% of the cost thereof. The agreements in this special condition are intended to be personal to the Vendor and are intended not to affect the rights of the Purchaser as to dividing fences between the Purchaser and any other owner/occupier of adjoining land other than the Vendor. The agreements in this special condition shall continue after settlement.

6. Purchaser buys subject to any restrictions imposed upon the land by the provisions of any planning scheme and the conditions of any planning permit or other Act, planning approval or instrument applicable to the property and any such restrictions shall not affect the validity of this Contract nor constitute a defect in the Vendor's title nor be the subject of any requisition or claim or demand whatsoever by the Purchaser against the Vendor.

7. If the Purchaser shall make default in any of the terms and conditions of this Contract and the Vendor serves on the Purchaser a notice pursuant to the provisions of this Contract relating to such default then the Purchaser shall not be deemed to have cured such default until the Purchaser shall have paid the Vendor's Solicitors costs of and in incidental to such default and notice.

8. (a) The parties agree that the Transfer of Land for transfer of the lot herein sold to the Purchaser shall create the following restrictions which shall be detailed in a Memorandum of Common Provisions:

“Creation of Restrictions

Upon registration of a Transfer of Land which affects the land to be burdened, the restrictions described below are to be created.

Description of Restrictions

The registered proprietor of the burdened land covenants for himself, his executors, administrators and assigns and as a separate covenant with the registered proprietor or proprietors for the time being of the benefited land, with the intent that the burden of this covenant shall be annexed to and run at law and in equity with the burdened land that he shall not construct or cause to be constructed a dwelling or dwellings on the burdened land or any part of it that is not of new materials, excluding brick and stone which may be second hand”

- (b) Such restrictions registered by Transfer of Land shall detail:
- (i) The Land to Benefit as Lots 1-6 on PS843519E; and
  - (ii) The Land to be Burdened as the land herein sold.

**9. Amendments to Plan**

9.1 Subject to section 9AC of the Sale of Land Act, the Vendor may make such minor alterations to the Plan that:

9.1.1 may be necessary to:

- (a) accord with surveying practice; or
- (b) alter the Plan so that the land in the Plan is developed in stages or so that the Lots being sold under this Contract are combined into one lot or retained as separate Lots, the Purchaser acknowledging that any such alteration does not materially or detrimentally affect the Lots to which this Contract relates; or
- (c) comply with any Requirement, or any requirement, recommendation or requisition of an Authority or a consultant to the Vendor or a combination of them; or

9.1.2 in the opinion of the Vendor, are required for the development, use, occupation, proper management or adequate servicing of the Site or any part of it.

9.2 In addition to the Vendor's rights under special condition 9.1, the Purchaser acknowledges and buys subject to the following:

9.2.1 the Plan is a preliminary plan and may be subject to variations due to the Vendor's procurement of a Planning Permit; and

9.2.2 variations to the Plan may be necessary, required or desirable due to:

- (a) variations in the development standards due to changes of any Law throughout the Vendor's planning process;
- (b) variations in road widths and the local street network layout in and around the Site; and/or
- (c) the final location of infrastructure assets that are required by any Authority.

9.3 The Purchaser acknowledges and agrees that it:

9.3.1 has read and understood special conditions 9.1 and 9.2 prior to entering into this Contract; and

9.3.2 will not regard any changes to the Plan contemplated by special conditions 9.1 or 9.2 as material or detrimental changes to the Plan in that the amended Plan does not render the Lot being purchased so different that the Purchaser would not have entered into the Contract for the purchase of the Lot but for the changes.

9.4 The Purchaser acknowledges and agrees that the Vendor has disclosed all of the possible events and circumstances in its knowledge as at the Day of Sale which may affect the Plan and/or the Lot and buys the Lot subject to that disclosure.

9.5 The Purchaser acknowledges and agrees that section 10(1) of the Sale of Land Act 1962 does not apply to this Contract in respect of:

9.5.1 any alterations to the Plan made by the Vendor pursuant to special condition 9.1; and

9.5.2 the final location of an easement shown on the certified Plan.

9.6 The Purchaser must accept the Property described on the Plan as ultimately registered notwithstanding that there may be minor variations or discrepancies between the Lot or Lots sold under this Contract and any other Lot or Lots on the registered Plan.

9.7 The Purchaser must not make any objection, requisition or exercise any of the Purchaser Rights because of:

9.7.1 any amendment or alteration to the Plan (including alterations to the lot entitlement or lot liability attributed to the Property) which does not materially and detrimentally affect the Purchaser; or

9.7.2 any alleged misdescription of the Property or deficiency in its area or measurements; or

9.7.3 any renumbering of Lots (including the Property) or stages on the Plan; or

9.7.4 an alteration to the Plan which results in a change to the area of the Property of less than 5%;or

9.7.5 the reconfiguration and/or consolidation of Lots (other than the Purchaser's Lot) including Lots beside the Purchaser's Lot.

9.8 For the purposes of special condition 9.7, the Purchaser agrees that those changes contemplated are a minor variation or discrepancy and do not materially or detrimentally affect the Purchaser.

## 10. **Caveat**

10.1 The Purchaser must not lodge or cause or allow any person claiming through it or acting on its behalf to lodge on the Purchaser's behalf any caveat in relation to the Property prior to the Settlement Date.

10.2 The Purchaser acknowledges that this special condition is an essential term of the Contract.

10.3 The Purchaser must indemnify the Vendor for all loss or damage which the Vendor suffers as a direct or indirect result of a breach by the Purchaser of this special condition 10. This does not prejudice any other rights that the Vendor may have in respect of a breach by the Purchaser of this special condition 10.

10.4 The Purchaser appoints the Vendors Solicitors as its attorney to withdraw any such caveat or to sign a withdrawal of such caveat. This appointment survives the rescission or termination of this Contract by either party.

## 11. **Property Controls**

11.1 The Purchaser:

11.1.1 accepts the Property:

(a) with all Property Controls and Approvals; and

(b) in its present condition with all defects including fill and any non-compliance with any Property Controls or Approvals;

11.1.2 acknowledges that the Vendor has been or may be in the course of carrying out infrastructure and other works on the Site and that the Site may be filled, raised, levelled, compacted or cut;

11.1.3 acknowledges that the decision to purchase the Property was based on the Purchaser's own investigations and that no representations were made by or on behalf of the Vendor as to the condition of the Property or any of the matters referred to in special condition 11.1.1; and

11.1.4 must not exercise the Purchaser Rights in relation to any of the matters referred to in this special condition and agrees that those matters do not affect the Vendor's title to the Property.

11.2 The Purchaser assumes full responsibility for compliance with each Property Control and Approval as from the Settlement Date and agrees to hold the Vendor indemnified at all times against all loss or damage which the Vendor suffers arising directly or indirectly out of the Purchaser's failure to comply with a Property Control or the Purchaser's breach of or failure to obtain an Approval as from the Settlement Date.

## 12. **Encumbrances**

12.1 Subject to all Laws

The Purchaser buys the Property subject to any applicable Law including, without limitation, any Requirement or Approval.

12.2 Easements

The Purchaser:

12.2.1 admits that the Property is sold subject to the provisions of the Act; and

12.2.2 buys the Property subject to:

(a) all easements and encumbrances affecting the Site including those disclosed in Schedule 2 of the particulars of sale to this Contract and/or created or implied by the Act, the Plan or any Approval; and

(b) the rights of the Vendor under special condition 12.3.

The Purchaser must not make any requisition or objection or exercise the Purchaser Rights in relation to any other matter referred to in this special condition 12.2.

### 12.3 Additional Restrictions

12.3.1 The Purchaser acknowledges that as at the Day of Sale and the Settlement Date not all of the Additional Restrictions may have been entered into, granted or finalised.

12.3.2 Without limiting special condition 12.3.1, the Purchaser acknowledges that the Vendor may be required to

(a) grant leases or other occupation rights to third parties including, without limitation, Authorities, and suppliers of Utilities; or

(b) create or grant easements, covenants, restrictions or other rights and obligations including the entering into of any agreement under section 173 of the Planning and Environment Act 1987 (Vic), for the certification or registration of the Plan or to comply with any planning permit granted or to be granted for the Development or if it is in the opinion of the Vendor, necessary or desirable for the development, use, occupation, proper management or adequate servicing of the Site or of any part of it.

12.3.3 The Vendor may enter into, grant or finalise any Additional Restriction on or after the Day of Sale.

12.3.4 The Vendor does not give any assurance:

(a) as to the nature of the Additional Restriction;

(b) that it will proceed, and may refrain from proceeding with, any Additional Restriction; and

(c) when any Additional Restriction will be entered into, granted or finalised.

12.3.5 Within 5 Business Days after receipt of a request from the Vendor, the Purchaser must execute any acknowledgement or covenant required by the Vendor under which the Purchaser:

(a) agrees to accept and observe an Additional Restriction; and

(b) acknowledges that the Additional Restriction runs with the relevant land.

12.3.6 The Purchaser acknowledges and agrees that:

(a) the Vendor may create in a memorandum of common provisions and/or require the Purchaser to create in the instrument of transfer of the Land (including by reference to a memorandum of common provisions) or otherwise, any Additional Restrictions in the form of easements or covenants which burden the Land; and

(b) if, for any reason, the Restrictions cannot be registered, the Vendor may create restrictive covenants in a memorandum of common provisions on the same terms as the Restrictions.

12.3.7 Subject to the Purchaser's rights under the Sale of Land Act, the Purchaser must not exercise the Purchaser Rights by reason of the existence, granting, entering into or imposition of Additional Restrictions.

13. It is acknowledged that works may be conducted which will affect the surface level of the land herein sold and also land abutting the land herein sold. The works may include the shaping and/or sloping of lots as required in the Planning Permit and any filling and/or compacting as may be required according to 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 one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

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

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

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

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

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

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

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

### 14. DEPOSIT

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

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

## 15. DEPOSIT BOND

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

## 16. BANK GUARANTEE

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

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

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

## 17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
  - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
  - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

## 18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

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

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

## 19. GST

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

## 20. LOAN

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

## 21. BUILDING REPORT

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

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

## 22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

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

## 25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

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

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

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

## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

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

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
  - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
  - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
  - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
  - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
  - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
  - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
  - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

## 32. BREACH

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

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

# Default

## 33. INTEREST

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

## 34. DEFAULT NOTICE

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

34.2 The default notice must:

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

## 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

# Vendor Statement

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

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

The vendor may sign by electronic signature.

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

<b>Land</b>	Lot 5 on PS843519E, Derry Parade Horsham VIC 3400	
<b>Vendor's name</b>	Motavu Pty Ltd, ACN 066 386 383	<b>Date</b> / /
<b>Vendor's signature</b>	Directors	
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		

# 1 FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$3,000.00 p.a.

## 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 checked="" 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 checked="" 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 as follows:

Memorandum of Common Provisions to be registered in accordance with Special Condition of Contract of Sale:  
“Creation of Restrictions  
Upon registration of a Transfer of Land which affects the land to be burdened, the restrictions described below are to be created:  
Description of Restrictions  
The registered proprietor of the burdened land covenants for himself, his executors, administrators and assigns and as a separate covenant with the registered proprietor or proprietors for the time being of the benefited land, with the intent that the burden of this covenant shall be annexed to and run at law and in equity with the burdened land that he shall not construct or cause to be constructed a dwelling or dwellings on the burdened land or any part of it that is not of new materials, excluding brick and stone which may be second hand”

(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*.

Not Applicable.

**7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)**

Not Applicable.

**8 SERVICES**

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

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

**9 TITLE**

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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.

- a) Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.

**10.2. Staged Subdivision**

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

Not Applicable.

**10.3. Further Plan of Subdivision**

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

Not Applicable

**11 DISCLOSURE OF ENERGY INFORMATION**

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

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

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

Not Applicable.

**12 DUE DILIGENCE CHECKLIST**

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

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

### **13 ATTACHMENTS**

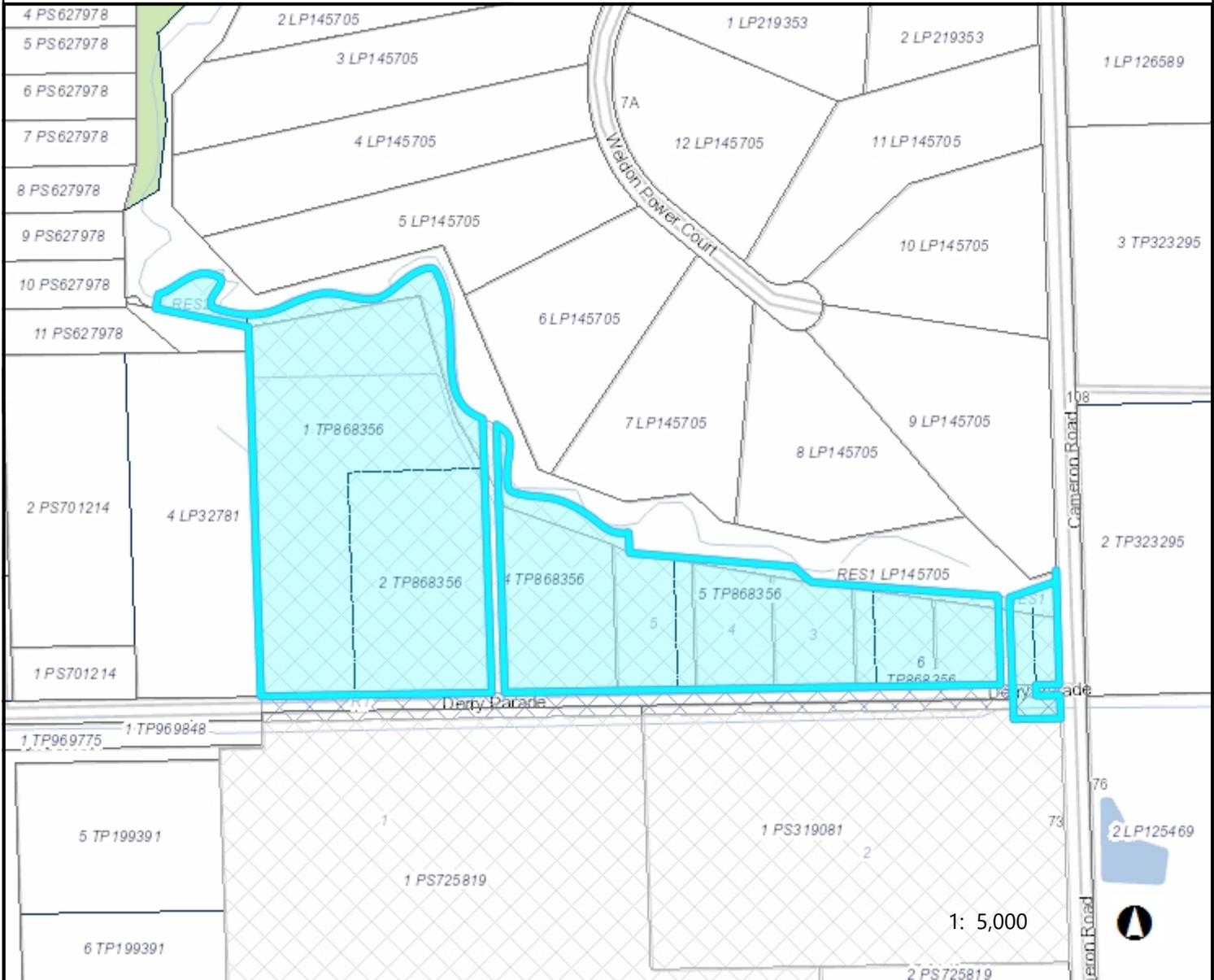
*(Any certificates, documents and other attachments may be annexed to this section 13)*

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

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

--

# Map - 95 Derry Parade Horsham VIC 3400



254 0 127 254 Meters

Map Created on 28-Oct-2024

GDA2020\_Vicgrid

## Legend

- Property Proposed
- Parcel Proposed
- Property
- Parcel



Disclaimer: This map is a snapshot generated from Victorian Government data. This material may be of assistance to you but the State of Victoria does not guarantee that the publication is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for error, loss or damage which may arise from reliance upon it. All persons accessing this information should make appropriate enquiries to assess the currency of the data.



Energy,  
Environment  
and Climate Action

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

Page 1 of 1

VOLUME 09399 FOLIO 185

Security no : 124119398268B  
Produced 28/10/2024 03:52 PM

### LAND DESCRIPTION

Lots 1,2,3,4,5,6,7,8 and 9 on Title Plan 868356D.  
PARENT TITLE Volume 08150 Folio 483  
Created by instrument J073112 17/07/1980

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
MOTAVU PTY LTD of 54 HAMILTON STREET HORSHAM VIC 3400  
AQ314516C 05/10/2017

### ENCUMBRANCES, CAVEATS AND NOTICES

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.

### DIAGRAM LOCATION

SEE TP868356D 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)

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION  
Effective from 02/05/2022

DOCUMENT END

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

Page 1 of 1

VOLUME 02666 FOLIO 130

Security no : 124119398275U  
Produced 28/10/2024 03:52 PM

### LAND DESCRIPTION

Lot 1 on Title Plan 613093K.  
PARENT TITLE Volume 02321 Folio 070  
Created by instrument 0342208 29/10/1897

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
MOTAVU PTY LTD of 54 HAMILTON STREET HORSHAM VIC 3400  
AR322706S 07/08/2018

### ENCUMBRANCES, CAVEATS AND NOTICES

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.

### DIAGRAM LOCATION

SEE TP613093K 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: 95 DERRY PARADE HORSHAM VIC 3400

DOCUMENT END



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>TP613093K</b>
Number of Pages (excluding this cover sheet)	<b>1</b>
Document Assembled	<b>28/10/2024 15:52</b>

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<b>TITLE PLAN</b>	<b>EDITION 1</b>	<b>TP 613093K</b>
-------------------	------------------	-------------------

<p><b>Location of Land</b></p> <p>Parish: HORSHAM          Township:          Section: 8          Crown Allotment: 4(PT)          Crown Portion:</p> <p>Last Plan Reference:          Derived From: VOL 2666 FOL 130          Depth Limitation: NIL</p>	<p style="text-align: center;"><b>Notations</b></p> <p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>
---	--

<p><b>Description of Land / Easement Information</b></p>	<p>THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT</p> <p>COMPILED: 24/08/2000          VERIFIED: GB</p>
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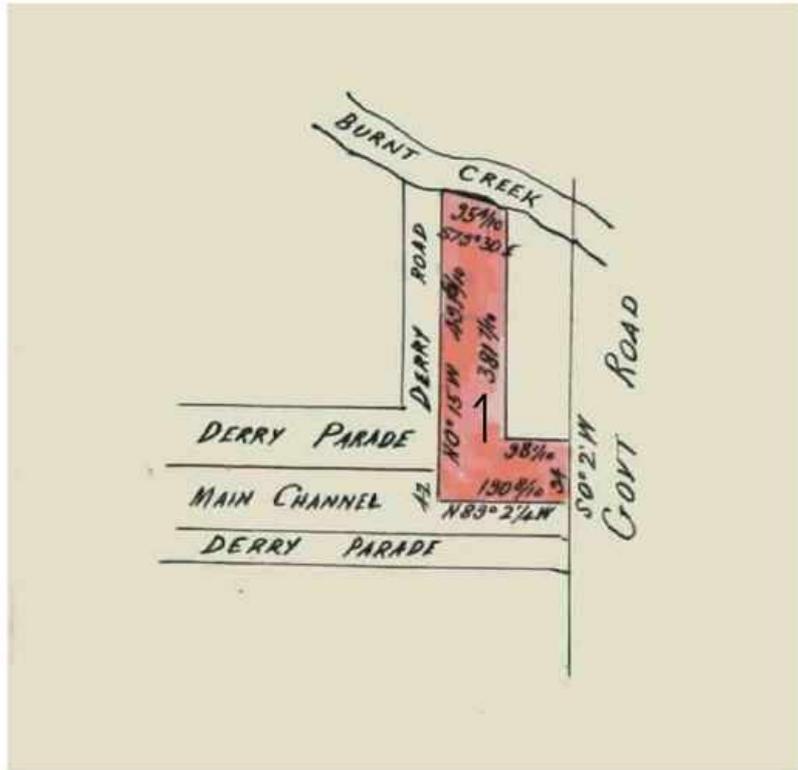


TABLE OF PARCEL IDENTIFIERS
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962
PARCEL 1 = CA 4 (PT)



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Document Type	<b>Plan</b>
Document Identification	<b>TP868356D</b>
Number of Pages (excluding this cover sheet)	<b>3</b>
Document Assembled	<b>28/10/2024 15:52</b>

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<b>TITLE PLAN</b>	<b>EDITION 3</b>	<b>TP 868356D</b>
-------------------	------------------	-------------------

<p><b>Location of Land</b></p> <p>Parish :           HORSHAM  Township :       -  Section :         -  Crown Allotment : -  Crown Portion :  -</p> <p>Last Plan Reference : REFER TABLE BELOW  Derived From :       VOL. 9399 FOL. 185</p> <p>Depth Limitation :  -</p>	<p style="text-align: center;">Notations</p>          <p style="text-align: center;">ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>
---	--

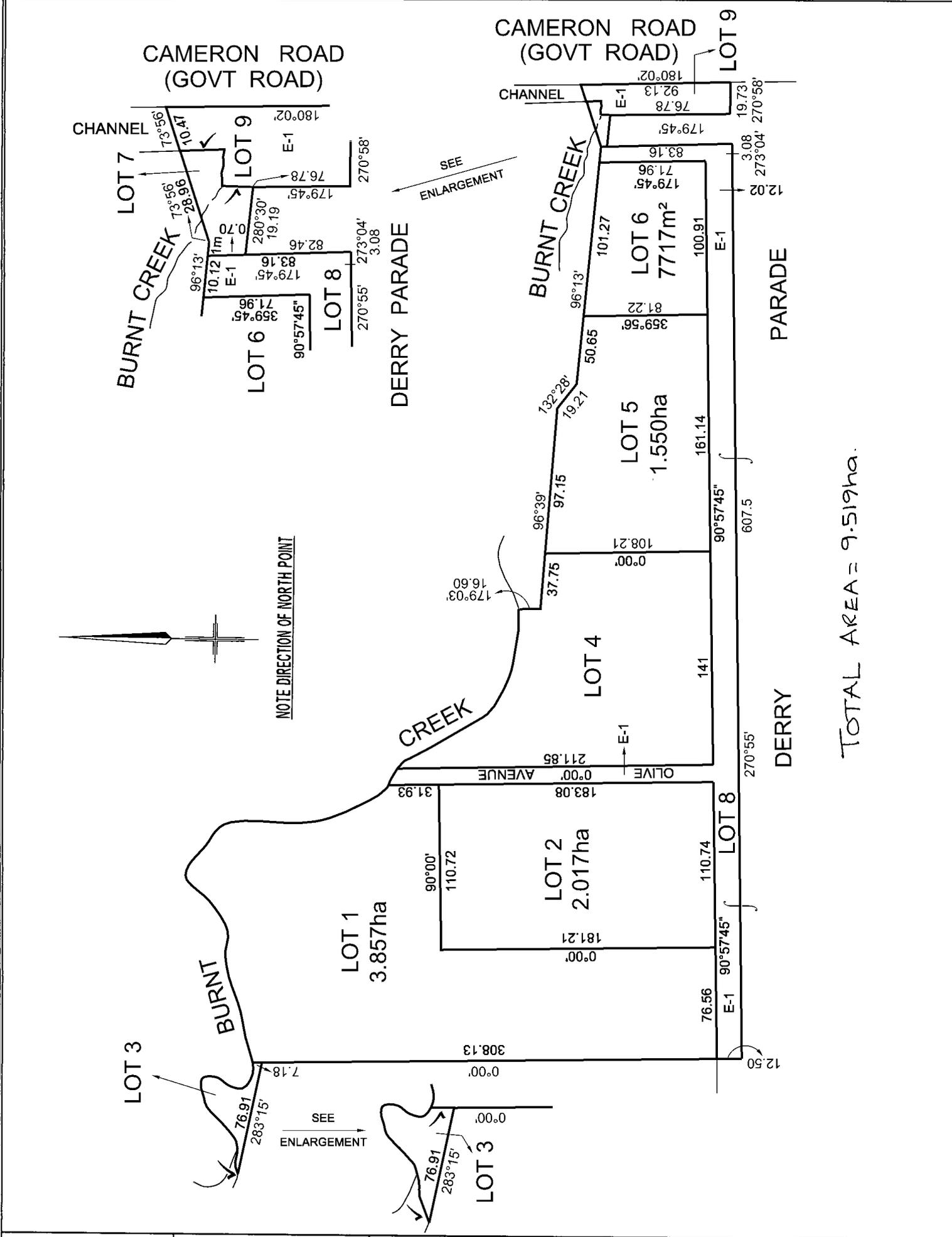
<p style="text-align: center;">Description of Land/ Easement Information</p> <p><b>ENCUMBRANCES</b></p> <p>As to the land shown marked E-1 - - - -</p> <p><u>ANY EASEMENTS</u> affecting the same- - - -</p>	<p>THIS PLAN HAS BEEN PREPARED BY  LAND REGISTRY, LAND VICTORIA FOR  TITLE DIAGRAM PURPOSES</p> <p>COMPILED:           Date 2/10/06</p> <p>VERIFIED:           A. DALLAS</p> <p style="text-align: right;"><i>Assistant Registrar of Titles</i></p>
--	---

FOR DIAGRAM SEE SHEET 2.

TABLE OF PARCEL IDENTIFIERS
<p>WARNING: Where multiple parcels are referred to or shown on the Title Plan this does Not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962</p>
<p>LOT 1 = LOT 4 BLOCK D ON LP 3137  LOT 2 = LOT 5 BLOCK D ON LP 3137  LOT 3 = LOT 1 (PT) BLOCK D ON LP 3137  LOT 4 = LOT 1 (PT) BLOCK E ON LP 3137  LOT 5 = LOT 2 (PT) BLOCK E ON LP 3137  LOT 6 = LOT 3 (PT) BLOCK E ON LP 3137  LOT 7 = LOT 4 (PT) BLOCK H ON LP 3137  LOT 8 = ROADS (PT) ON LP 3137  LOT 9 = CHANNEL (PT) ON LP 3137</p>

# TITLE PLAN

# TP 868356D

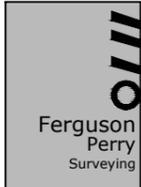


TOTAL AREA = 9.519ha.

LENGTHS ARE IN METRES

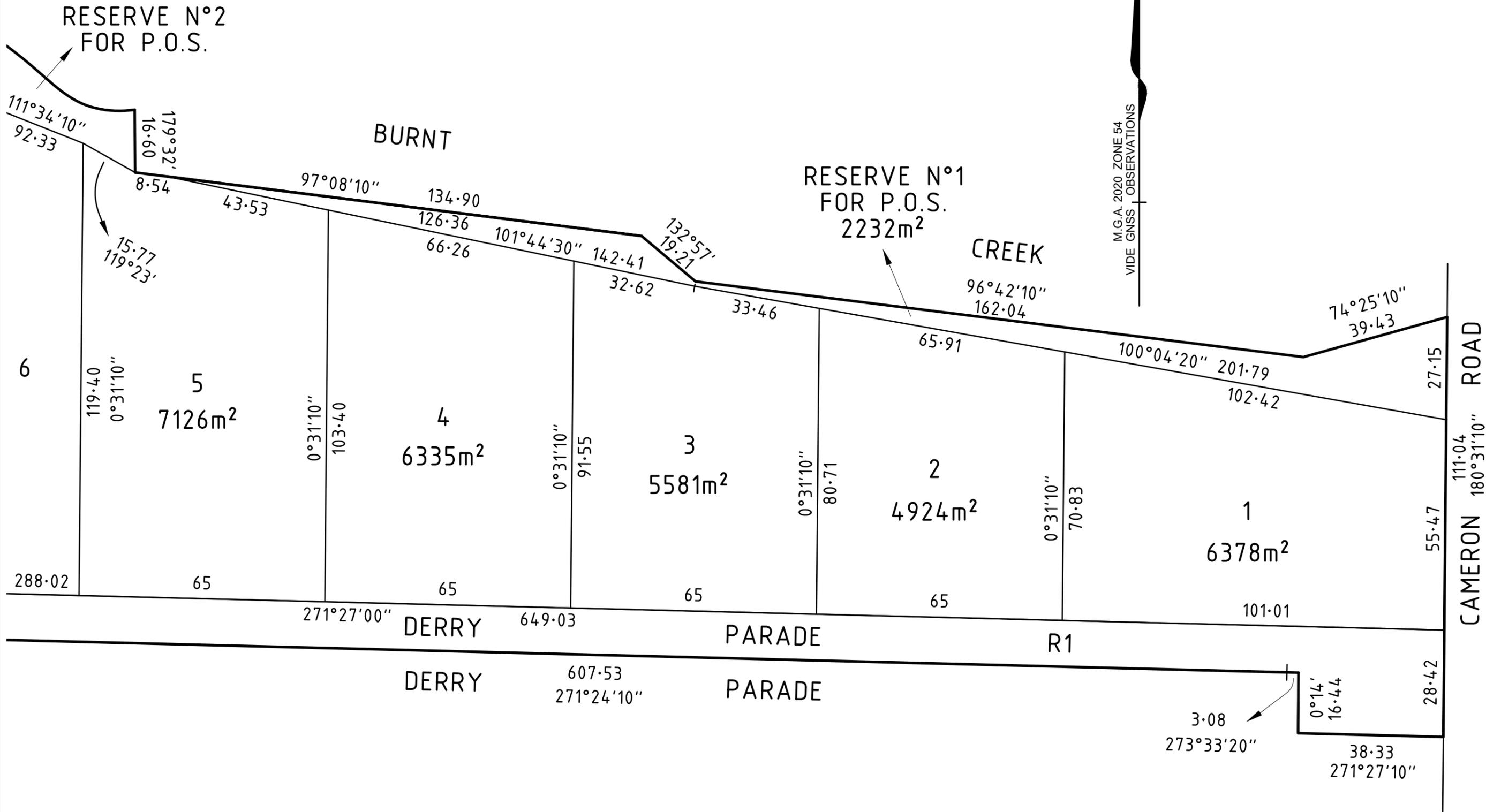
Metres = 0.3048 x Feet  
Metres = 0.201168 x Links



<h1>PLAN OF SUBDIVISION</h1>		EDITION 1	<h1>PS843519E</h1>		
<b>LOCATION OF LAND</b>  PARISH:                   HORSHAM TOWNSHIP:                _____ SECTION:                 8 CROWN ALLOTMENT:     3 & 4 (PARTS) CROWN PORTION:        _____ TITLE REFERENCE:      VOL. 9399 FOL. 185 VOL. 2666 FOL. 130  LAST PLAN REFERENCE: TP868356D, TP613093K  POSTAL ADDRESS:       95 DERRY PARADE, HORSHAM 3400 (at time of subdivision)  MGA CO-ORDINATES:   E: 608850                    ZONE: 54 (of approx centre of land in plan)   N: 5934120                 GDA 2020		Council Name: Horsham Rural City Council  Council Reference Number: F24/A07/000246 Planning Permit Reference: PA1900062 SPEAR Reference Number: S167516S  <b>Certification</b>  This plan is certified under section 6 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 not been made  Digitally signed by: Joel Hastings for Horsham Rural City Council on 28/05/2024			
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>			
IDENTIFIER	COUNCIL/BODY/PERSON	ROAD R1 ALSO SHOWN AS DERRY PARADE ON LP3137  DERRY PARADE ABUTTAL SOUTH OF R1 DECLARED A PUBLIC HIGHWAY IN GOVERNMENT GAZETTE G10 7TH MARCH 2024  OTHER PURPOSE OF PLAN REMOVAL OF EASEMENTS E-1 ON TP868356D  GROUNDS FOR REMOVAL OF EASEMENT: HORSHAM RURAL CITY COUNCIL PLANNING PERMIT No. PA1900062-1			
RESERVE N°1	HORSHAM RURAL CITY COUNCIL				
RESERVE N°2	HORSHAM RURAL CITY COUNCIL				
ROAD R1	HORSHAM RURAL CITY COUNCIL				
<b>NOTATIONS</b>					
DEPTH LIMITATION: DOES NOT APPLY					
SURVEY: This plan is based on survey.  STAGING: This is not a staged subdivision. Planning Permit No. PA 1900062-1  This survey has been connected to permanent marks No(s). 47, 48, 76, 96, 115, 137, 138, 144 & 154  In Proclaimed Survey Area No. _____					
<b>EASEMENT INFORMATION</b>					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
Ferguson Perry Surveying Pty Ltd 62 McLachlan Street Horsham, Victoria 3400 ABN 76126 194 483  T (03) 5382 2023 F (03) 5381 1544 E admin@fergusonperry.com.au  A member of Alexander Symonds Group  + Property + Land Development + + Construction + Mining + + Spatial Information Management +		 <b>SURVEYORS</b> FILE REF: <b>21H0241</b>	DRAWN BY: T.H. 10-08-20  Digitally signed by: Thomas James Hardman, Licensed Surveyor, Surveyor's Plan Version (5), 09/04/2024, SPEAR Ref: S167516S	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 3



PS843519E



M.G.A. 2020 ZONE 54  
VIDE GNSS OBSERVATIONS

Ferguson Perry Surveying Pty Ltd  
62 McLachlan Street Horsham,  
Victoria 3400  
ABN 76126 194 483

T (03) 5382 2023  
F (03) 5381 1544  
E admin@fergusonperry.com.au

A member of Alexander Symonds Group

+ Property + Land Development +  
+ Construction + Mining +  
+ Spatial Information Management +



SURVEYORS  
FILE REF:  
21H0241

SCALE  
1:1000

LENGTHS ARE IN METRES

Digitally signed by: Thomas James Hardman, Licensed Surveyor,  
Surveyor's Plan Version (5),  
09/04/2024, SPEAR Ref: S167516S

ORIGINAL SHEET  
SIZE: A3

SHEET 3

Digitally signed by:  
Horsham Rural City Council,  
28/05/2024,  
SPEAR Ref: S167516S



## New Street Address Allocations Information

*Advice of street address and lot location of each lot on the plan.*

**Plan No:** PS843519E  
**Certified:** 28/05/2024  
**No. of Lots:** 6  
**Council Name:** Horsham Rural City Council  
**Council Ref No:** PA1900062, F24/A07/000246, CA1900056  
**SPEAR Ref No:** S167516S  
**Property:** 95 DERRY PARADE, HORSHAM VIC 3400

Lot Number	House Number	Road Name	Road Type	Locality
1	149	DERRY	PARADE	HORSHAM
2	141	DERRY	PARADE	HORSHAM
3	135	DERRY	PARADE	HORSHAM
4	129	DERRY	PARADE	HORSHAM
5	123	DERRY	PARADE	HORSHAM
6	95	DERRY	PARADE	HORSHAM

The above plan was unregistered at the time that these addresses were supplied by Council. You may wish to check the final addressing data for lots on this plan in Vicmap once it is registered.

Date: 29/01/2021

# Planning Permit

Permit No: PA1900062-1  
Planning Scheme: Horsham Planning Scheme  
Responsible Authority: Horsham Rural City Council

## ADDRESS OF THE LAND:

Lot: 1 Plan:TP613093K Vol: 2666 Fol: 130 Parish: Horsham

Lots: 1, 2, 3, 4, 5, 6, 7, 8 and 9 Plan: TP868356D Vol: 09399 Fol: 185 Parish: Horsham  
95 Derry Parade, Horsham VIC 3400

## THE PERMIT ALLOWS:

Subdivision of the land to realign the boundaries (including consolidation) of 10 lots into six (6) lots and use of the land for a dwelling on proposed lots 1-5 and creation of a road in accordance with the endorsed plans

## THE FOLLOWING CONDITIONS APPLY TO THIS

The conditions No 1 - 40 as attached will apply

**Date Issued:** 5 June 2020  
**Date Amended:** 24 July 2020  
**Date Amended:** 28 July 2020



Signature for the Responsible Authority

## **PLANNING PERMIT No PA1900062-1**

**Subdivision of the land to realign the boundaries (including consolidation) of 10 lots into six (6) lots and use of the land for a dwelling on proposed lots 1-5 and creation of a road**

**Lot: 1 Plan:TP613093K Vol: 2666 Fol: 130 Parish: Horsham**

**Lots: 1, 2, 3, 4, 5, 6, 7, 8 and 9 Plan: TP868356D Vol: 09399 Fol: 185 Parish: Horsham  
95 Derry Parade, Horsham VIC 3400**

### **The following conditions apply:**

#### Plans

1. The subdivision as shown on the endorsed plans must not be altered unless with the prior written consent of the Responsible Authority.

#### Agreement under Section 173 of the Act

2. Prior to Statement of Compliance being issued for the subdivision, the owner must enter into an agreement with the Responsible Authority under Section 173 of the Planning and Environment Act 1987 to provide for the following:

a) No further subdivision of each lot created by the subdivision unless the land has been appropriately rezoned to either General Residential Zone or Low Density Residential Zone.

And application must be made to the Registrar of Titles to register the section 173 agreement on the title to the land under section 181 of the Act.

All associated costs shall be paid by the owner/operator

A copy shall be provided to the Responsible Authority with the written acknowledgement of the Agreement being completed.

#### Certification of Plan

3. 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.

#### Statement of Compliance

4. Prior to the Responsible Authority issuing a Statement of Compliance for the subdivision, all planning conditions and all other requirements of the Responsible Authority and the relevant referral authorities must be completed or satisfactorily provided for, to the satisfaction of the Responsible Authority and the relevant referral authorities.

**Date Issued: 5 June 2020**  
**Date Amended: 24 July 2020**  
**Date Amended: 28 July 2020**



**Signature for the Responsible Authority**

## **PLANNING PERMIT No PA1900062-1**

**Subdivision of the land to realign the boundaries (including consolidation) of 10 lots into six (6) lots and use of the land for a dwelling on proposed lots 1-5 and creation of a road.**

**Lot: 1 Plan:TP613093K Vol: 2666 Fol: 130 Parish: Horsham**

**Lots: 1, 2, 3, 4, 5, 6, 7, 8 and 9 Plan: TP868356D Vol: 09399 Fol: 185 Parish: Horsham  
95 Derry Parade, Horsham VIC 3400**

### Technical Services

5. Derry Parade widening created by the proposed subdivision as shown on the endorsed plan, must be constructed to an acceptable standard and must accord with Planning Permit PA1900062, issued on 05/06/2020 by Nick Carey (Horsham Rural City Council).
6. Derry Parade must be constructed in accordance with the following minimum standards for a distance of 383 metres in a westerly direction from the intersection of Derry Parade and Cameron Road:
  - a) 20.0 metre road reserve
  - b) 6.2 metre seal
  - c) Pavement to consist of:
    - i. 6.8m wide 300mm depth Class 3 FCR sub-base
    - ii. 9.2m wide 100mm depth Class 1 FCR base, which includes 1.5m shoulders
    - iii. Two coat bitumen seal.
7. All street name plates and traffic control signs must be provided at full cost to the owner/applicant and to the satisfaction of the responsible authority.
8. A stormwater drainage system shall be constructed within easements and/or road reserves to cater for all adjacent roads, developed and undeveloped areas all to the satisfaction of the responsible authority and in accordance with plans and specifications approved by the Council. The drainage system shall be constructed to an outfall location to the satisfaction of the responsible authority and shall include complete assessment of any existing or proposed drainage infrastructure proposed to be utilised by this subdivision.
9. All drainage lines constructed shall be inspected, after completion of earthworks to subgrade level and prior to construction of pavement layers, by an independent testing organisation using closed circuit television (CCTV). Reporting of the CCTV inspections shall be in accordance with WSA 05 2013 – Conduit Inspection Reporting Code of Australia, published by Water Services Association of Australia. The report shall be provided to the Councils Superintendent, with a copy of the CCTV record and a summary of the location of any defects detected by the survey. Any sections of

**Date Issued: 5 June 2020**

**Date Amended: 24 July 2020**

**Date Amended: 28 July 2020**



**Signature for the Responsible Authority**

## **PLANNING PERMIT No PA1900062-1**

**Subdivision of the land to realign the boundaries (including consolidation) of 10 lots into six (6) lots and use of the land for a dwelling on proposed lots 1-5 and creation of a road.**

**Lot: 1 Plan:TP613093K Vol: 2666 Fol: 130 Parish: Horsham**

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95 Derry Parade, Horsham VIC 3400**

damaged pipe shall be removed and replaced prior to construction of the pavement layers and a further CCTV survey shall be undertaken to verify correction of the defects.

10. Stormwater connections must be provided at the lowest corner of each allotment. The connection is to extend to an underground stormwater drain to the satisfaction of the responsible authority.
11. Each Lot created by the subdivision is to be sloped at a minimum grade of 1 in 300 along the property boundary to the property connection and is to be drained to the legal point of discharge as approved by the Council. No Lot created by the subdivision is to discharge water onto a neighbouring property.
12. Each Lot created by the subdivision is to be sloped at a minimum grade of 1 in 300 along the property boundary to the property connection and is to be drained to the legal point of discharge as approved by the Council. No Lot created by the subdivision is to discharge water onto a neighbouring property.
13. The owner/applicant/subdivider is to provide to Council a coordinated service plan indicating the offset and depth to all services (sewerage, water, stormwater, gas, telephone and electricity).
14. The owner/applicant must make a payment to Council for plan checking fee of 0.75% of the cost of works. The plan checking fee is to be paid at the time of lodgement of Engineering Drawings prior to the commencement of works.
15. The owner/applicant must make a payment to Council for Supervision Fee of 2.5% of the cost of the works. A detailed estimate of costs is to be provided to Council. The Supervision Fee must be paid prior to commencement of works.
16. Prior to the issue of a Statement of Compliance, the owner/applicant is to lodge a defects liability bond to the Council totalling 5% of the cost of construction works. This bond will be released following a satisfactory inspection 52 weeks after Acceptance of Works.
17. Council must be provided, in writing, with the name of the project coordinator appointed to oversee the works. Subsequent Council correspondence will be directed to this project coordinator.

**Date Issued: 5 June 2020**  
**Date Amended: 24 July 2020**  
**Date Amended: 28 July 2020**



**Signature for the Responsible Authority**

## **PLANNING PERMIT No PA1900062-1**

**Subdivision of the land to realign the boundaries (including consolidation) of 10 lots into six (6) lots and use of the land for a dwelling on proposed lots 1-5 and creation of a road.**

**Lot: 1 Plan:TP613093K Vol: 2666 Fol: 130 Parish: Horsham**

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95 Derry Parade, Horsham VIC 3400**

18. Following completion of all construction works and prior to issue of the Statement of Compliance, a licensed surveyor is to check that pegs exist at all property corners. The surveyor is to supply written verification to the Council that the pegs are located in their correct location.
19. Prior to the issue of Statement of Compliance, the applicant or developer shall submit to the satisfaction of the relevant authority the following:
  - a) an assets statement for each street
  - b) a soft copy set of "as constructed" drawings.
20. Prior to the issue of Statement of Compliance, the owner/applicant/subdivider must plant one (1) street tree to the satisfaction of the Responsible Authority. The type of street tree is to be approved by the Responsible Authority prior to planting.

Wimmera Catchment Management Authority

21. Any fencing within the floodplain shall be of an open style that would not obstruct the conveyance of flood water across the property, for example post and wire fencing or open pool style fencing. Prior to the commencement of works, detailed plans of the proposed fencing within the floodplain area must be submitted to Wimmera Catchment Management Authority for approval.
22. No fill is to be introduced to the property without the written prior consent of the Wimmera Catchment Management Authority.

GWM Water

23. The owner/applicant must install water mains and associated works to serve each lot of the subdivision, at the owner's cost, and in accordance with GWMWater's specification and requirements.
24. The owner/applicant must provide plans and estimates of all proposed water supplyworks prior to commencement, for GWMWater's approval.
25. The owner/applicant must pay to GWMWater a fee of 3.25% of the total cost of construction (including design and supervision) for its review of design documentation and supervision of works. This fee relates to checking that the works

**Date Issued: 5 June 2020**

**Date Amended: 24 July 2020**

**Date Amended: 28 July 2020**



**Signature for the Responsible Authority**

## **PLANNING PERMIT No PA1900062-1**

**Subdivision of the land to realign the boundaries (including consolidation) of 10 lots into six (6) lots and use of the land for a dwelling on proposed lots 1-5 and creation of a road.**

**Lot: 1 Plan:TP613093K Vol: 2666 Fol: 130 Parish: Horsham**

**Lots: 1, 2, 3, 4, 5, 6, 7, 8 and 9 Plan: TP868356D Vol: 09399 Fol: 185 Parish: Horsham  
95 Derry Parade, Horsham VIC 3400**

are designed and constructed in accordance with GMMWater's requirements and does not relieve the developer from ensuring proper design and appropriate supervision.

26. The owner/applicant must provide written notification of commencement of the works to enable GMMWater to organise inspections and coordinate with its staff.
27. The owner/applicant must provide "as constructed" plans and a schedule of final asset costs at the level identified in GMMWater's asset register for all water works upon completion.
28. The plan of subdivision submitted for certification must be referred to GMMWater in accordance with Section 8 of the Subdivision Act.

Powercor

29. 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.
30. The applicant shall provide an electricity supply to all lots in the subdivision in accordance with the Distributor's requirements and standards.
31. 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.

32. The applicant shall, when required by the Distributor, set aside areas with the subdivision for the purposes of establishing a substation or substations.

Notes: Areas set aside for substations will be formalised to the Distributor's requirements under one of the following arrangements:

- RESERVES established by the applicant in favour of the Distributor.
- SUBSTATION LEASE at nominal rental for a period of 30 years with rights to extend the lease for a further 30 years.

**Date Issued: 5 June 2020**

**Date Amended: 24 July 2020**

**Date Amended: 28 July 2020**



**Signature for the Responsible Authority**

## **PLANNING PERMIT No PA1900062-1**

**Subdivision of the land to realign the boundaries (including consolidation) of 10 lots into six (6) lots and use of the land for a dwelling on proposed lots 1-5 and creation of a road.**

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95 Derry Parade, Horsham VIC 3400**

The Distributor will register such leases on title by way of a caveat prior to the registration of the plan of subdivision.

33. The applicant shall establish easements on the subdivision, for all existing Distributor electric lines where easements have not been otherwise provided on the land and for any new powerlines to service the lots or adjust the positioning existing easements.

Notes:

- Existing easements may need to be amended to meet the Distributor's requirements
- Easements required by the Distributor shall be specified on the subdivision and show the Purpose, Origin and the In Favour of party as follows:

Permit Expiry - Subdivision

34. This permit will expire if one of the following circumstances applies:
- a) The plan of subdivision is not certified within two (2) years of the date of this permit
  - b) The plan of subdivision is not registered at Land Registry within five (5) years of the certification of the subdivision.

In accordance with section 69 of the Planning and Environment Act 1987, an application may be submitted to the Responsible Authority for an extension of the periods referred to in this condition.

Use of land for dwellings

Plans

35. The use of the land for a dwelling on proposed Lots 1-5 as shown on the endorsed plans must not be altered without the prior written consent of the Responsible Authority.
36. No dwelling is to be constructed until the subdivision approved by this permit has been completed and registered with the Victorian Land Registry.

**Date Issued: 5 June 2020**  
**Date Amended: 24 July 2020**  
**Date Amended: 28 July 2020**



**Signature for the Responsible Authority**

## **PLANNING PERMIT No PA1900062-1**

**Subdivision of the land to realign the boundaries (including consolidation) of 10 lots into six (6) lots and use of the land for a dwelling on proposed lots 1-5 and creation of a road.**

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95 Derry Parade, Horsham VIC 3400**

### Wastewater Treatment

37. The wastewater disposal areas for each dwelling approved by this permit are to be in accordance with the plan endorsed by this permit to the satisfaction of the Responsible Authority.
38. All buildings with facilities require connection to an onsite wastewater system.
39. The onsite wastewater system requires a septic tank permit from Council.

### Permit Expiry - Development

40. The approval granted by this permit for the use of a dwelling on proposed Lots 1-5 will expire if one of the following circumstances applies:
  - a) The use is not commenced within two (2) years of the date of this permit.

In accordance with section 69 of the Planning and Environment Act 1987, an application may be submitted to the Responsible Authority for an extension of the periods referred to in this condition.

### **NOTES ATTACHED TO PLANNING PERMIT NO PA1900062-1:**

- a) Prior to work on Council assets including work within road reserves or easements, the relevant road opening permit must be obtained by contacting Council (Josh Hammond on 03 5382 9742). A relevant fee will be charged for the permit at the time of application.
- b) Prior to any excavation works the applicant and/or its contractors must undertake "Dial Before You Dig" information for existing utility services locations. The phone number for this service is 1100.

**Date Issued: 5 June 2020**  
**Date Amended: 24 July 2020**  
**Date Amended: 28 July 2020**



**Signature for the Responsible Authority**

## PLANNING PERMIT No PA1900062-1

Subdivision of the land to realign the boundaries (including consolidation) of 10 lots into six (6) lots and use of the land for a dwelling on proposed lots 1-5 and creation of a road.

Lot: 1 Plan:TP613093K Vol: 2666 Fol: 130 Parish: Horsham

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95 Derry Parade, Horsham VIC 3400

Amendment Date	Description
28 July 2020	<p>Amend Condition 2 on the permit so that it states the following:</p> <p>"Prior to Statement of Compliance being issued for the subdivision, the owner must enter into an agreement with the Responsible Authority under Section 173 of the Planning and Environment Act 1987 to provide for the following:</p> <p>a) No further subdivision of each lot created by the subdivision unless the land has been appropriately rezoned to either General Residential Zone or Low Density Residential Zone."</p> <p>And application must be made to the Registrar of Titles to register the section 173 agreement on the title to the land under section 181 of the Act.</p> <p>All associated costs shall be paid by the owner/operator</p> <p>A copy shall be provided to the Responsible Authority with the written acknowledgement of the Agreement being completed.</p>

**Date Issued:** 5 June 2020  
**Date Amended:** 24 July 2020  
**Date Amended:** 28 July 2020



Signature for the Responsible Authority

## IMPORTANT INFORMATION ABOUT THIS NOTICE

### WHAT HAS BEEN DECIDED?

**The responsible authority has issued a permit.**

Note: This is not a permit granted under Division 5 or 6 of Part 4 of the *Planning and Environment Act 1987*.

### CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The responsible authority may amend this permit under Division 1A 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?

1. 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 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 years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the *Subdivision Act 1988*.
2. 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 years of the issue of the permit; or
  - the use is discontinued for a period of two years.
3. 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 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 years after the completion of the development; or
  - the use is discontinued for a period of two years.
4. 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 of 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 years of the issue of the permit.
5. 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 apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- An application for review 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 application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- A copy of an application for review must also be served on the responsible authority

**Our Ref:** PA1900062-1  
**Property:** 1315

2 August 2023

Motavu Pty Ltd  
C/- Angela Plazzer  
Ferguson Perry Surveying Pty Ltd  
62 McLachlan Street  
Horsham Vic 3400

Dear Sir/Madam,

**PLANNING PERMIT APPLICATION PA1900062-1, SUBDIVISION OF THE LAND TO REALIGN THE BOUNDARIES (INCLUDING CONSOLIDATION) OF 10 LOTS INTO SIX (6) LOTS AND USE OF THE LAND FOR A DWELLING ON PROPOSED LOTS 1-5 AND CREATION OF A ROAD. 95 DERRY PARADE, HORSHAM VIC 3400 (LOT NO: 2, 3, 4, 5, 6, 7, PLAN NO: TP868356D, VOL: 09399, FOL: 185, PARISH: HORSHAM)**

I refer to the above planning permit and to your application for an extension of time.

I am pleased to advise that in accordance with Section 69 of the *Planning and Environment Act 1987* that your request for an extension has been granted.

This permit will now expire if the Plan of Subdivision is not certified by (5 June 2025) and the Plan of Subdivision is not registered at Land Registry within 5 years of the certification date of the Plan of Subdivision.

All other requirements of the Planning Permit still apply.

The extension has been based on the opinion that the approved development is in compliance with the current Horsham Planning Scheme. Therefore you should be aware that if significant changes occur by (5 June 2025) a further extension might not be granted.

**Please keep this letter as proof of the extension being granted.**

Should you require any further information, please contact the Statutory Planning team at [planning@hrcc.vic.gov.au](mailto:planning@hrcc.vic.gov.au) or on 03 5382 9798

Yours sincerely,



Joel Hastings  
Coordinator Statutory Planning and Building

VALUATION AND RATE NOTICE / TAX INVOICE FOR THE YEAR ENDING 30 JUNE 2025

ABN 37 019 724 765



MOTAVU PTY LTD  
 48 GILLESPIE STREET  
 HORSHAM VIC 3400

Date of Notice: 23/08/2024

Date Declared: 22/07/2024

Assessment: 1315



033  
 1003557  
 R1\_8239

If you are experiencing Financial Hardship please contact Council's Rates staff on 03 5382 9777 or email council@hrcc.vic.gov.au to confidentially discuss payment plan options.

DESCRIPTION AND LOCATION OF LAND

95 DERRY PARADE HORSHAM  
 LOTS 1 2 3 4 5 6 7 8 9 TP 868356D LOT 1 TP 613093K HORSHAM

AREA 9.7286 HECTARES

AVPCC 102 VACANT ENGLOBO RESIDENTIAL

RATE DETAILS

BALANCE AT 23/08/2024  
 RESIDENTIAL RATE  
 MUNICIPAL CHARGE RESIDENTIAL  
 GOVT PENSION REBATE - RATES  
 COUNCIL PENSION REBATE - RATES

RATE IN \$ / CHARGE

0.00380400  
 200.00

CIV / AMT

351,000  
 1

TOTAL

\$0.00  
 \$1335.20  
 \$200.00  
 \$0.00  
 \$0.00

VICTORIAN STATE GOVERNMENT FIRE SERVICES PROPERTY LEVY  
 FSPL RESIDENTIAL FIXED 132.00  
 FSPL RESIDENTIAL VARIABLE 0.00008700  
 GOVT PENSION REBATE - FSPL

1  
 351,000

\$132.00  
 \$30.54  
 \$0.00

*Pa. 16/9/24  
 31897 Rec  
 9058862*

TOTAL

\$1,697.74

Payment In Full

Due 17 Feb 2025  
**\$1,697.74**

Or

On Instalments  
 Instalment 1

Due 30 Sept 2024  
**\$424.42**

Instalment 2  
 Due 2 Dec 2024

\$424.44

Instalment 3  
 Due 28 Feb 2025

\$424.44

Instalment 4  
 Due 2 Jun 2025

\$424.44

Note: Payments received after the due date may be charged interest at 10% pa. Any arrears shown on this notice are due immediately and may accrue interest until paid.



To have your notices emailed  
 Register at [hrcc.enotices.com.au](http://hrcc.enotices.com.au)  
 Reference No: 05C2C6409J



Billers Code: 87221  
 Ref: 0131 51

BPAY this payment via internet or phone banking  
 BPAY View Registration No.: 0131 51



Post Billpay

Billpay Code: 2315  
 Ref: 13151

Pay in person at any post office,  
 phone 13 18 16 or go to  
[postbillpay.com.au](http://postbillpay.com.au)

POST billpay



\*2315 013151

POST billpay



ASSESSMENT: 1315

RATEPAYER NAME:

MOTAVU PTY LTD



PO BOX 511  
 HORSHAM VIC 3402

# Rural Water Account



## GWM Water

11 McLachlan Street (PO Box 481)  
Horsham Victoria 3402

Info@gwmwater.org.au  
www.gwmwater.org.au

ABN: 35 584 588 263

tax invoice

account number

issue date

Registration Code  
8YP913

billing and general enquiries  
office hours: 1300 659 961  
difficulties and faults  
24 hours: 1800 188 586

155984

21/10/2024



MOTAVU PTY LTD  
PO BOX 129  
HORSHAM VIC 3402



Untreated water supply not  
suitable for drinking or food  
preparation without further  
treatment.



033  
1002189

due date

25/11/2024

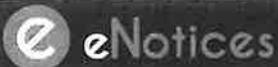
amount due

\$68.78

*95 Derry Rd*

### Summary and Details on Following Pages

Property ID	Property Description	Amount
155984	LOT 6 TP868356D LOT 1 TP613093 HORSHAM	\$68.78
	Total Current Charges	\$68.78
	Total Owing	\$68.78



Register to receive your notice via email

GO TO [GWMWATER.ENOTICES.COM.AU](http://GWMWATER.ENOTICES.COM.AU)  
YOUR REFERENCE NO: 99097CEE0Z

Penalty interest of 6.2% per annum will apply to overdue balances.

## payment slip

account number

155984

amount due

\$68.78



\*347 0000000000001559849

MOTAVU PTY LTD

If eligible and your concession has not  
been deducted please call 1300 659 961.  
Please see reverse for details.

amount being paid



Scan here to pay

Please see over for payment options



**SERVICE DETAILS**

Property ID 155984

BEE054455

ABA070347

Grampians

Fixed Service Charges 1st October to 31st December 2024

Pipeline Capacity Charge: 100.0 @ \$0.9864 per kL x 25%

\$24.66

Pipeline Standard Meter Charge: 1.0 @ \$176.48 per Meter x 25%

\$44.12

Meter No.  
10B021582Type  
StandardStart Reading  
0 on 30/06/2024End Reading  
0 on 30/09/2024Volume  
0  
0 kL**Water Consumption Total**

Annual water allocation/allowance: 100 kL

Previous Water Usage: 0 kL

**\$68.78****\$68.78****PLEASE NOTE**

Payments made in the last 7 days may not have been credited to your account prior to issuing this invoice.

**PAYMENT PLANS**

Payment plans are available should you wish to pay by instalments. Please contact us on 1300 659 961.

**CUSTOMER SUPPORT**

If you are experiencing genuine financial hardship in paying your account, GWMWater may be able to assist you. Please contact us on 1300 659 961. You can be assured of sympathetic and confidential consideration of your circumstances.

**LATE PAYMENT PENALTIES**

If a final notice is issued, payments not received by the due date of the final notice, may incur an interest penalty calculated from the due date. Please refer to GWMWater's urban and rural customer charters for more information.

**ADDITIONAL SERVICES**

To access our Translating and Interpreting Service contact 131 450 and ask to be connected to 1300 659 961. Deaf, hearing impaired or speech/communication impaired customers may call the National Relay Service (TTY service) by dialing 133 677 and quoting 1300 659 961.

**PENSION AND CONCESSION CARD REBATE**

Concession entitlements include all eligible pensioners and health care card holders. Cardholders already registered with GWMWater will automatically receive concessions on each account. By claiming a concession, you will be authorising GWMWater to confirm your eligibility with Services Australia or the Department of Veteran Affairs. This consent will be ongoing and can be revoked by Services Australia, Department of Veteran Affairs or by contacting GWMWater on 1300 659 961.

**WATER AND SEWERAGE REBATE SCHEME**

The State Government offers a rebate on fixed water and wastewater (sewerage) service charges for eligible not-for-profit organisations. Further details regarding eligibility may be obtained by contacting GWMWater on 1300 659 961.

**RESIDENTIAL TENANTS**

Tenants living in separately metered properties and who have signed a Residential Tenancy Agreement may be liable for water consumption. Tenants should notify GWMWater 48 hours prior to occupying or vacating a property so that a meter reading can be organised for you. Tenants vacating premises must provide a forwarding address.

To report difficulties and faults at any time, please contact 1800 188 536.

**ACCESS TO WATER METERS**

From time-to-time GWMWater may require access to the water meter that services your property for maintenance and meter reading purposes. We ask that water meters are kept accessible and clear of obstructions where possible.

**ESTIMATED READINGS**

Where a meter reading has been estimated this will be indicated by an 'E' on your account. If you believe the estimate is not appropriate you may provide a self-read to GWMWater by providing a clear photo of the meter reading. You may request your most recent account to be amended when providing a self-read.

**ENVIRONMENTAL CONTRIBUTION**

Charges for water and wastewater services include a contribution toward GWMWater's environmental levy. The environmental contribution levy will be used to improve and protect our rivers and water sources, save water in towns and farms, and support water recycling initiatives.

**CHANGE OF ADDRESS**

Please phone GWMWater on 1300 659 961 if your postal address has changed.

**In person**

Present this invoice intact to any post office or GWMWater, 11 McLachlan Street, Horsham

**Mail**

Tear off deposit slip and mail with cheque to GWMWater, PO Box 481, Horsham 3402



POSTbillpay Code: 0347

Ref 00000000001559849

Phone 13 18 16 or go to postbillpay.com.au

**Direct debit**

To deduct payments directly from your bank account, contact GWMWater on 1300 659 961.

**Centrepay - Reference Number 555 062 362L**

Use Centrepay to make regular deductions from your Services Australia payment. Centrepay is a voluntary and easy payment option available to Services Australia customers.

Go to [servicesaustralia.gov.au/centrepay](http://servicesaustralia.gov.au/centrepay) for more information on how to set up your Centrepay deductions or call GWMWater on 1300 659 961.Billers Code: 79855  
Ref: 1559842

Contact your participating bank, credit union or building society to pay this account from your cheque, savings or credit card account. Please quote biller code.

**BPAY View**  
View and pay this bill using internet banking.

# Property Clearance Certificate

## Land Tax



INFOTRACK / POWER & BENNETT

**Your Reference:** 241538

**Certificate No:** 80539706

**Issue Date:** 30 OCT 2024

**Enquiries:** KXM15

**Land Address:** 95 DERRY PARADE HORSHAM VIC 3400

Land Id	Lot	Plan	Volume	Folio	Tax Payable
REFER TO ATTACHMENT					

**Vendor:** MOTAVU PTY LTD, ACN 066 386 383

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					

**Comments:** Refer to attachment

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					

**Comments:** Refer to attachment

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$425,000

SITE VALUE: \$425,000

**CURRENT LAND TAX CHARGE: \$0.00**

# Notes to Certificate - Land Tax

**Certificate No:** 80539706

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## Power to issue Certificate

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

## Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
  - Land tax that has been assessed but is not yet due,
  - Land tax for the current tax year that has not yet been assessed, and
  - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,725.00

Taxable Value = \$425,000

Calculated as \$1,350 plus ( \$425,000 - \$300,000) multiplied by 0.300 cents.

---

## Land Tax - Payment Options

**BPAY**



Billers Code: 5249  
Ref: 80539706

**Telephone & Internet Banking - BPAY®**

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

[www.bpay.com.au](http://www.bpay.com.au)

**CARD**



Ref: 80539706

**Visa or Mastercard**

Pay via our website or phone 13 21 61.  
A card payment fee applies.

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Land Tax

Certificate No: 80539706

Land Address: 95 DERRY PARADE HORSHAM VIC 3400

Land Id	Lot	Plan	Volume	Folio	Tax Payable
9288699	1	868356	9399	185	\$0.00
	2	868356	2666	130	

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MOTAVU PTY LTD	2024	\$415,845	\$1,894.65	\$0.00	\$0.00

Comments: Land Tax of \$1,894.65 has been assessed for 2024, an amount of \$1,894.65 has been paid.  
This certificate includes trimmed lot/plan: 4/868356D; 5/868356D; 6/868356D; 7/868356D; 9/868356D; 1/613093K; 3/868356D

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
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Comments:

Current Land Tax Charge: 9288699 \$0.00

Land Address: 95 DERRY PARADE HORSHAM VIC 3400

Land Id	Lot	Plan	Volume	Folio	Tax Payable
16092732	1	868356	9399	185	\$0.00
	2	868356	2666	130	

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MOTAVU PTY LTD	2024	\$9,155	\$41.71	\$0.00	\$0.00

Comments: Land Tax of \$41.71 has been assessed for 2024, an amount of \$41.71 has been paid.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
-------------------------------------	------	---------------	---------------	------------------	-------

Comments:

Current Land Tax Charge: 16092732 \$0.00

Total: \$0.00



# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / POWER & BENNETT

Your Reference: 241538

Certificate No: 80539706

Issue Date: 30 OCT 2024

Enquires: KXM15

Land Address: 95 DERRY PARADE HORSHAM VIC 3400

Land Id	Lot	Plan	Volume	Folio	Tax Payable
16092732	1	868356	9399	185	\$0.00
	2	868356	2666	130	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
600	N/A	N/A	N/A	The AVPCC allocated to the land indicates a qualifying use. The land may enter the reform if an entry transaction occurs in respect of the land.

Land Address: 95 DERRY PARADE HORSHAM VIC 3400

Land Id	Lot	Plan	Volume	Folio	Tax Payable
9288699	1	868356	9399	185	\$0.00
	2	868356	2666	130	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
102	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$425,000
SITE VALUE:	\$425,000
CURRENT CIPT CHARGE:	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 80539706

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

must be given to the Commissioner within 30 days of the change of use.

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

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

## Information for the purchaser

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

## Information for the vendor

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

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

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

## General information

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

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / POWER & BENNETT

<b>Your Reference:</b>	241538
<b>Certificate No:</b>	80539706
<b>Issue Date:</b>	30 OCT 2024

**Land Address:** 95 DERRY PARADE HORSHAM VIC 3400

Lot	Plan	Volume	Folio
1	868356	9399	185
2	868356	2666	130

**Vendor:** MOTAVU PTY LTD, ACN 066 386 383

**Purchaser:** FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

**Comments:** No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

**Paul Broderick**  
Commissioner of State Revenue

**CURRENT WINDFALL GAINS TAX CHARGE:**  
**\$0.00**

# Notes to Certificate - Windfall Gains Tax

Certificate No: 80539706

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p>  <p>Billers Code: 416073 Ref: 80539703</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p>  <p>Ref: 80539703</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Power & Bennett C/- InfoTrack (LEAP)  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 4529

NO PROPOSALS. As at the 28th October 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

95 DERRY PARADE, HORSHAM 3400  
RURAL CITY OF HORSHAM

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

Date of issue: 28th October 2024

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 74733898 - 74733898154916 '4529'**

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 28 October 2024 03:44 PM

## PROPERTY DETAILS

Address: **95 DERRY PARADE HORSHAM 3400**  
 Lot and Plan Number: **More than one parcel - see link below**  
 Standard Parcel Identifier (SPI): **More than one parcel - see link below**  
 Local Government Area (Council): **HORSHAM**  
 Council Property Number: **1315**  
 Planning Scheme: **Horsham**  
 Directory Reference: **Vicroads 544 J10**

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

[Planning Scheme - Horsham](#)

This property has 9 parcels. For full parcel details get the free Property report at [Property Reports](#)

## UTILITIES

Rural Water Corporation: **Grampians Wimmera Mallee Water**  
 Urban Water Corporation: **Grampians Wimmera Mallee Water**  
 Melbourne Water: **Outside drainage boundary**  
 Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**  
 Legislative Assembly: **LOWAN**  
 OTHER  
 Registered Aboriginal Party: **Barengi Gadjin Land Council**  
**Aboriginal Corporation**

[View location in VicPlan](#)

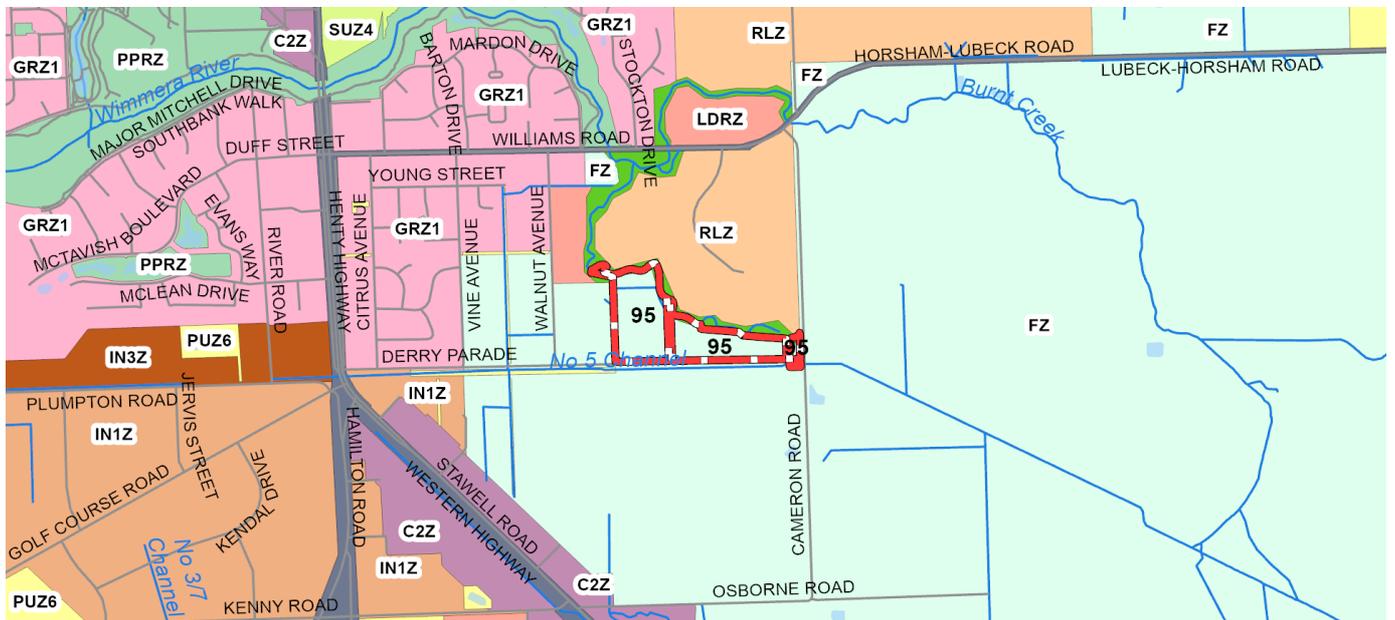
## Planning Zones

[FARMING ZONE \(FZ\)](#)

[SCHEDULE TO THE FARMING ZONE \(FZ\)](#)

[PUBLIC CONSERVATION AND RESOURCE ZONE \(PCRZ\)](#)

[SCHEDULE TO THE PUBLIC CONSERVATION AND RESOURCE ZONE \(PCRZ\)](#)



	<b>C2Z - Commercial 2</b>		<b>FZ - Farming</b>		<b>GRZ - General Residential</b>
	<b>IN1Z - Industrial 1</b>		<b>IN3Z - Industrial 3</b>		<b>LDRZ - Low Density Residential</b>
	<b>PCRZ - Public Conservation and Resource</b>		<b>PPRZ - Public Park and Recreation</b>		<b>PUZ1 - Public Use-Service and Utility</b>
	<b>PUZ6 - Public Use-Local Government</b>		<b>RLZ - Rural Living</b>		<b>SUZ - Special Use</b>
	<b>TRZ2 - Principal Road Network</b>		<b>Water area</b>		<b>Water course</b>

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

Copyright © - State Government of Victoria

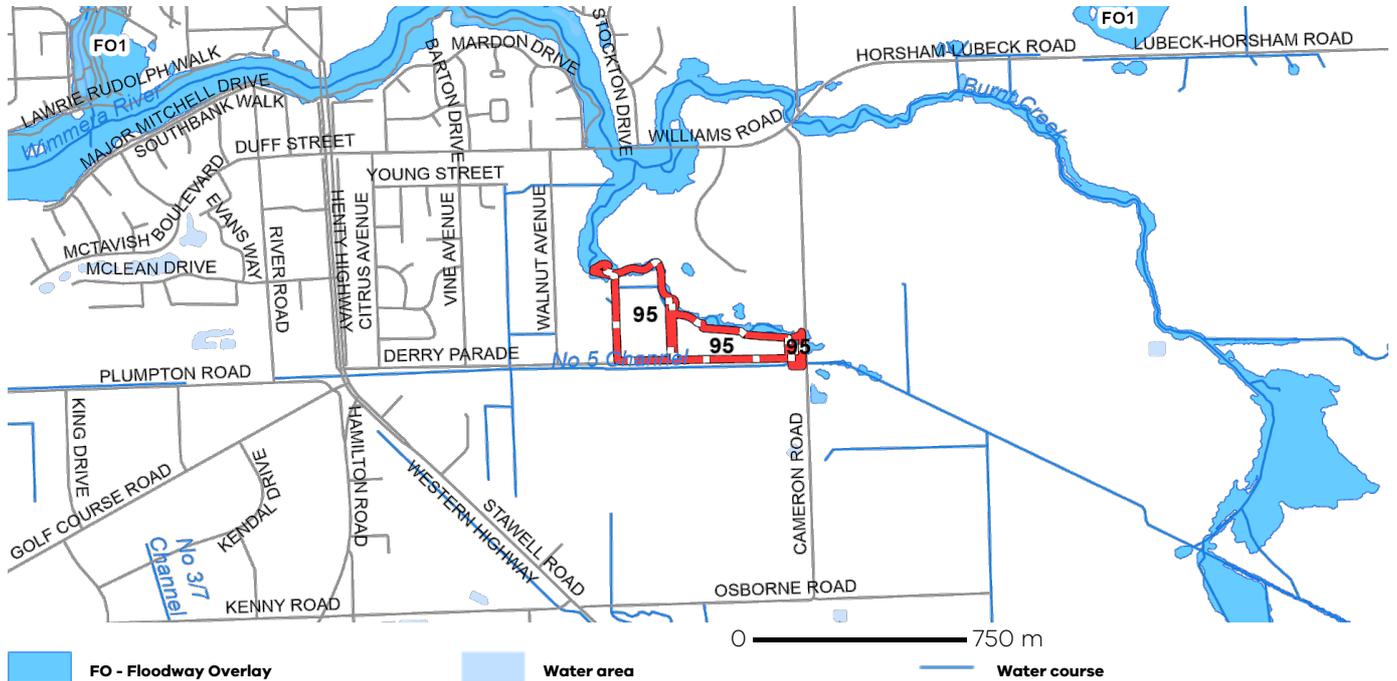
**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.  
 Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

## Planning Overlays

### FLOODWAY OVERLAY (FO)

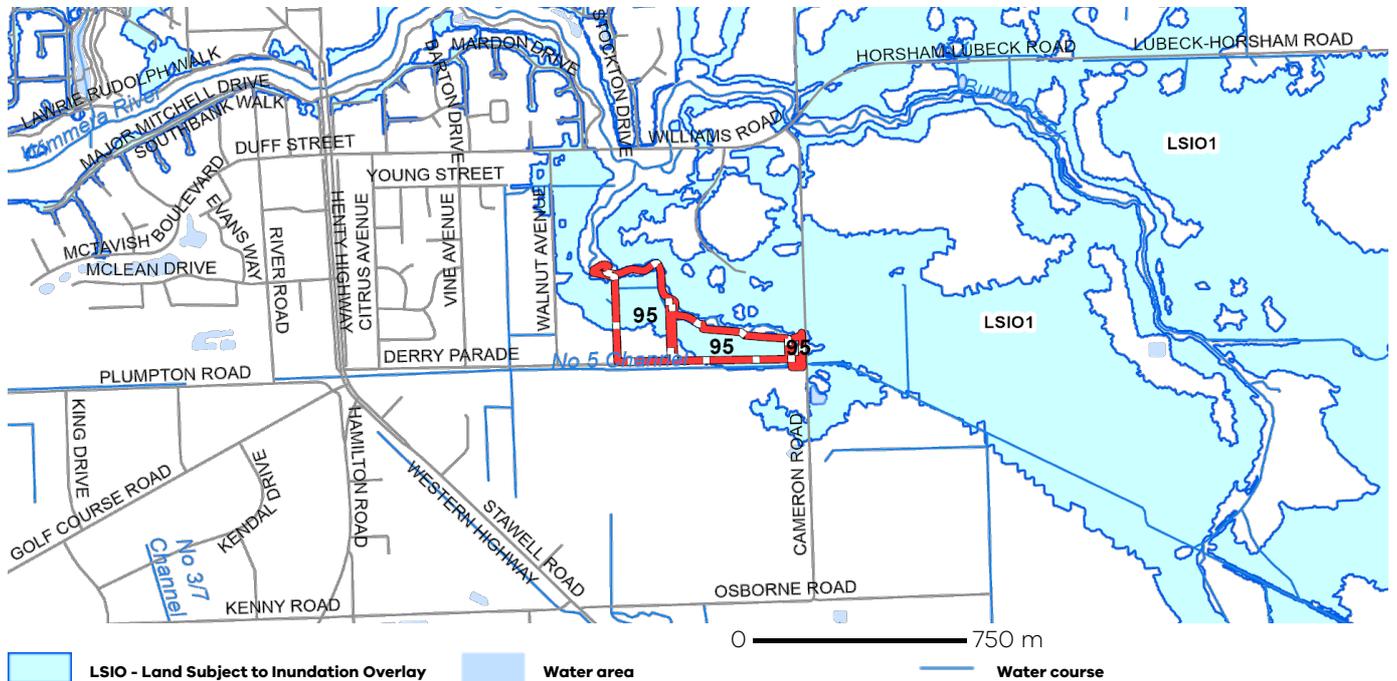
#### FLOODWAY OVERLAY - SCHEDULE 1 (FO1)



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

### LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

#### LAND SUBJECT TO INUNDATION OVERLAY - SCHEDULE 1 (LSIO1)



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

## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

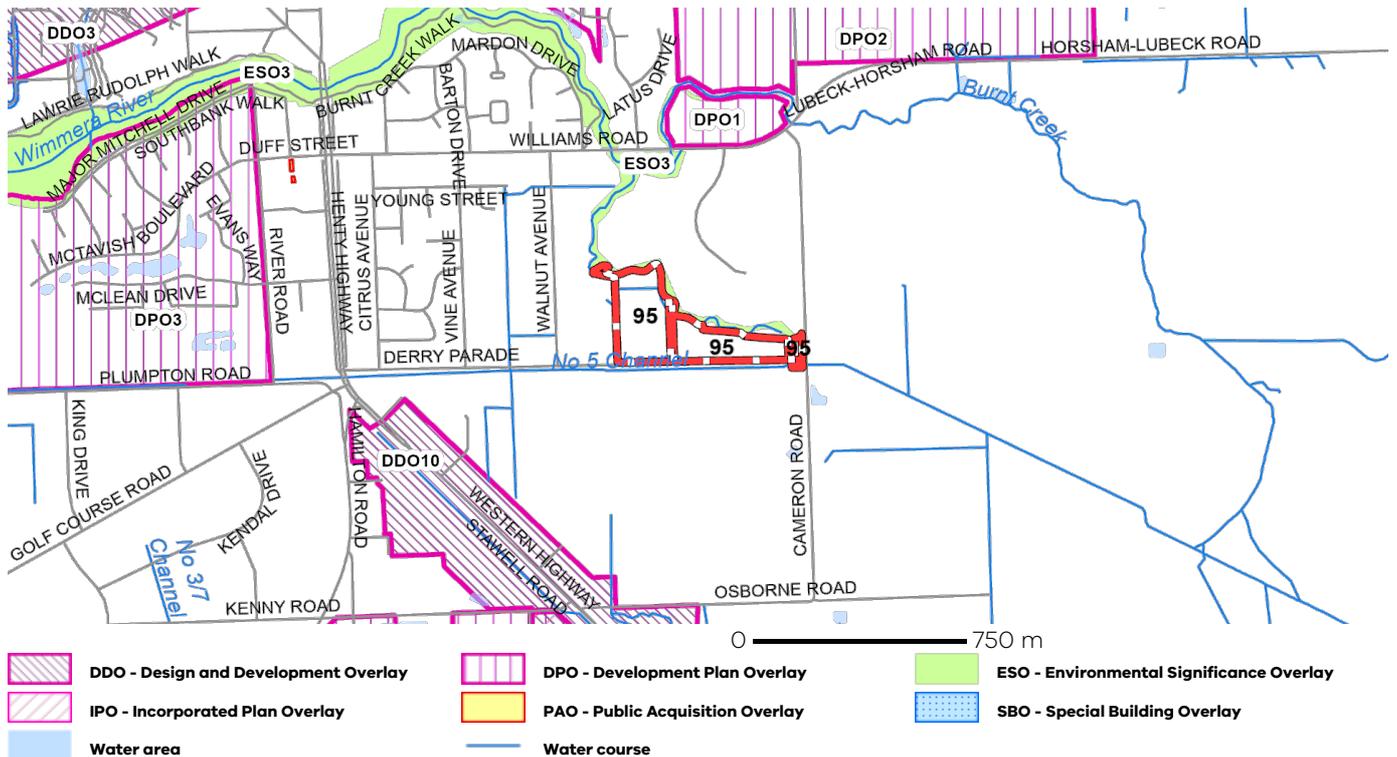
[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

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

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

[PUBLIC ACQUISITION OVERLAY \(PAO\)](#)

[SPECIAL BUILDING OVERLAY \(SBO\)](#)



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

## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

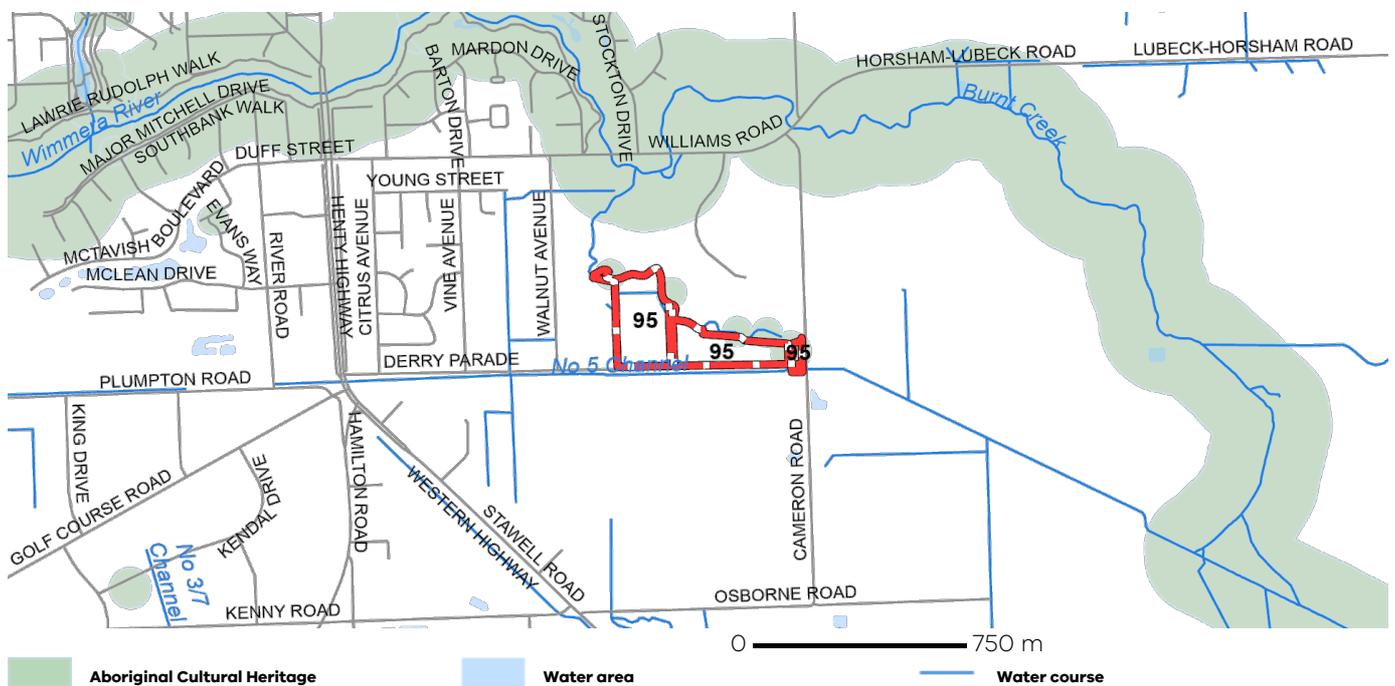
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



## Further Planning Information

Planning scheme data last updated on 24 October 2024.

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

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

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

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

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

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

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

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

To view planning zones, overlay and heritage information in an interactive format visit

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

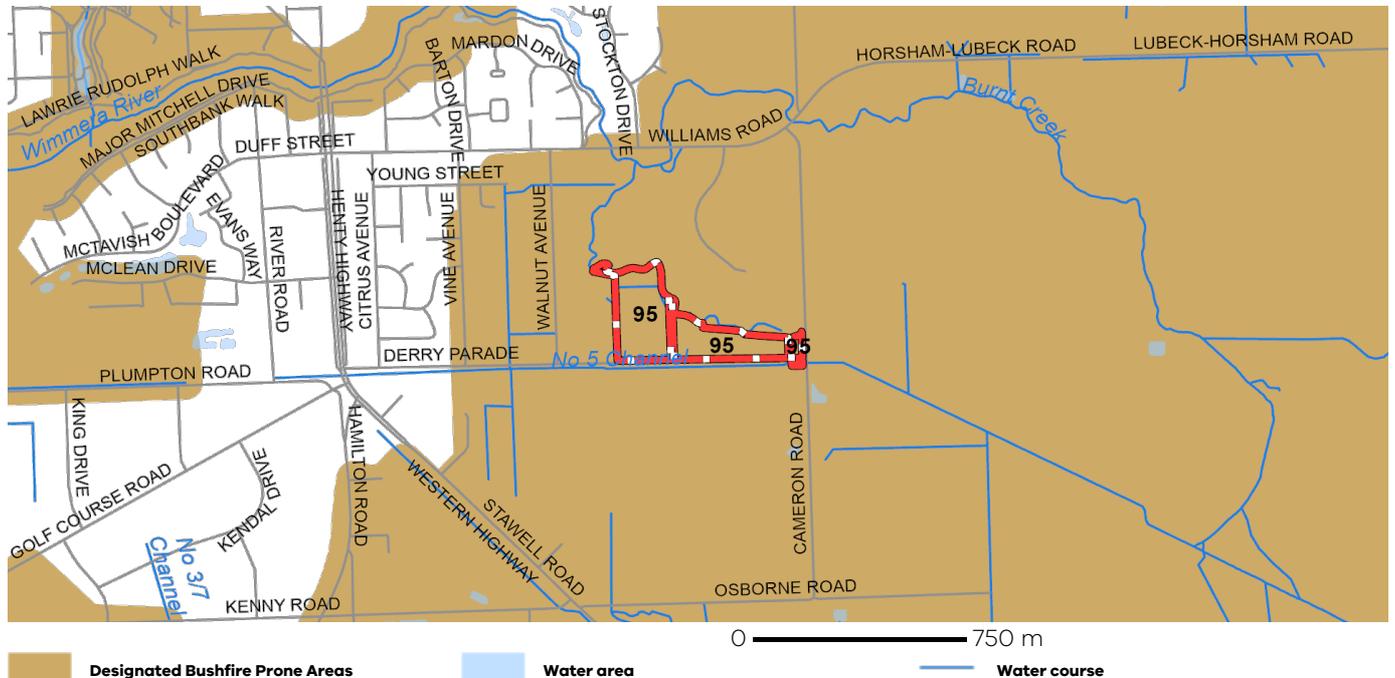
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](https://www.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 \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)

# PROPERTY REPORT

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 28 October 2024 03:44 PM

## PROPERTY DETAILS

Address: **95 DERRY PARADE HORSHAM 3400**

Lot and Plan Number: **This property has 9 parcels. See table below**

Standard Parcel Identifier (SPI): **See table below**

Local Government Area (Council): **HORSHAM**

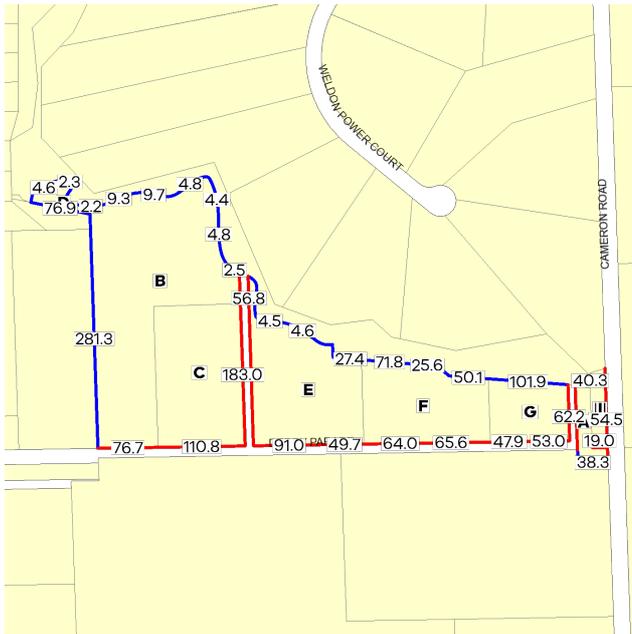
Council Property Number: **1315**

Directory Reference: **Vicroads 544 J10**

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

## SITE DIMENSIONS

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



**Area:** 107685 sq. m (10.77 ha)

**Perimeter:** 2732 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.

265 overlapping dimension labels are not being displayed

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

The letter in the first column identifies the parcel in the diagram above

	Lot/Plan or Crown Description	SPI		Lot/Plan or Crown Description	SPI
A	Lot 1 TP613093	1\TP613093	F	Lot 5 TP868356	5\TP868356
B	Lot 1 TP868356	1\TP868356	G	Lot 6 TP868356	6\TP868356
C	Lot 2 TP868356	2\TP868356	H	Lot 7 TP868356	7\TP868356
D	Lot 3 TP868356	3\TP868356	I	Lot 9 TP868356	9\TP868356
E	Lot 4 TP868356	4\TP868356			

## UTILITIES

Rural Water Corporation: **Grampians Wimmera Mallee Water**

Urban Water Corporation: **Grampians Wimmera Mallee Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**

Legislative Assembly: **LOWAN**

# PROPERTY REPORT

## PLANNING INFORMATION

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

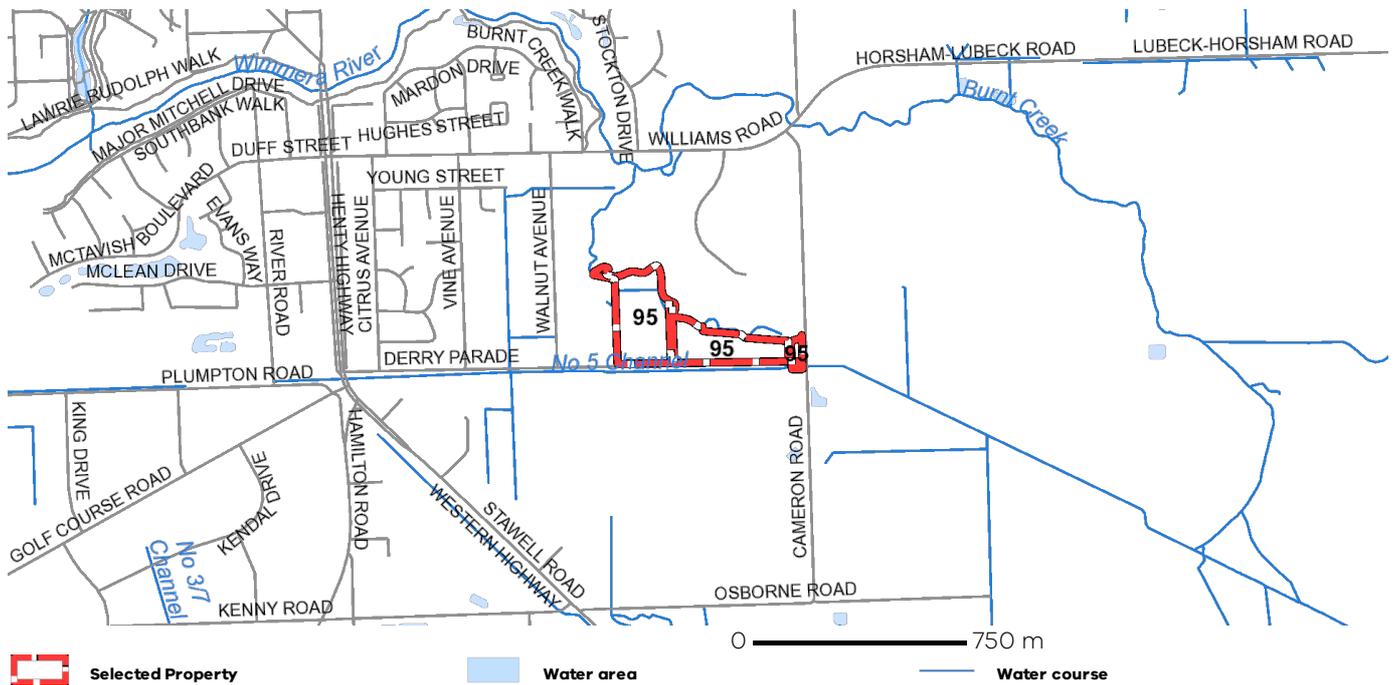
The Planning Property Report for this property can be found here - [Planning Property Report](#)

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



# 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)