

# Information Memorandum - Lot 2/75 Willowbank Road, Gisborne

# PRIME GRZ1 INFILL DEVELOPMENT SITE

Land size 3.11Ha approx.

#### Location:

Gisborne is located 45 mins drive from Melbourne CBD on Melbourne's western corridor and is nestled at the foothills of the Macedon Ranges.

The airport is a very handy 25minutes away.

- Thriving Gisborne community.
- Close to town centre.
- Site access via five points.
- Opportunity to capitalize on strong buyer demand in this location.
- Partial border to beautiful park/reserve.
- Clear land holding ready to commence development immediately.
- 45 Minutes to Melbourne CBD. 30 minutes to Melbourne Airport.

# Raine&Horne







# Expressions of Interest Form Lot 2, 75 Willowbank Road, Gisborne

Parties interested in the purchase of the above property are invited to complete this form and return it to Raine& Horne Gisborne no later than **close of business 15**<sup>th</sup> **March 2021.** 

#### **Hand Delivery:**

Att: David Oliver

Raine& Horne 42 Brantome Street

Gisborne VIC 3437

# By Email:

David Oliver

David.oliver@gisborne.rh.com.au

Contract of Sale and Section 32 are attached to this "Expressions of Interest Form".

Registration Details	
Purchaser's name	
Street Address	
Telephone:	
Email:	
Registrants Solicitor	
Company:	
Street Address:	
Telephone	
Email:	
Proposed Purchase Te	erms:
Purchase Price:	
Deposit:	
Settlement Period	
Special Conditions if o	any:
Cianad fan and an hab	alfoftho Docioland

Signed for and on behalf of the Registrant

Date

Note: The Vendor has the right and sole discretion to vary the sales process to postpone or cancel the sale of the property and to modify or add any terms and conditions to any Contract of sale or Vendor's statement which may be made available to a potential purchaser

# Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	Proposed Lot 2/75 Willowbank Road, Gisborne 3437	
Vendor's name	Salvatore Giudice	Date 4 12 121
Vendor's signature	May 1	
		Date
Vendor's name	Angela Giudice	Date 912121
Vendor's signature	age	
		Date
Purchaser's name		1 1
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

GISBORNE LEGAL PO BOX 620 GISBORNE 3437 stephen@gisbornelegal.com.au

## FINANCIAL MATTERS

2.

3.

.1	Particu	llars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)
	(a)	Are contained in the attached certificate/s.
2	Partice under t	ulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due hat Act, including the amount owing under the charge
		То
	Othe	particulars (including dates and times of payments):
3	Terms	Contract
	oblide	ection 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is I to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the of and before the purchaser is entitled to a conveyance or transfer of the land.
	Not Ap	plicable.
4		ubject to Mortgage
	(wheth	ection 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage er registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession sipts of rents and profits.
	Not Ap	pplicable.
18	URA	NCE
1	Dama	ge and Destruction
	This s to rem	ection 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the lan ain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits
	Not A	oplicable.
2		r Builder
	This s within	ection 2.2 only applies where there is a residence on the land that was constructed by an owner-builder the preceding 6 years and section 137B of <i>the Building Act</i> 1993 applies to the residence.
	Not A	oplicable.
Α.	ND U	SE
.1	Ease	nents, Covenants or Other Similar Restrictions
		A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): -
		Is in the attached copies of title documents.
	(b)	Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:
	To t	ne best of the vendors knowledge there is no existing failure to comply with the terms of any easement, enant or other similar restriction.
.2	Road	Access
	The	re is NO access to the property by road if the square box is marked with an 'X'
.3	Desig	nated Bushfire Prone Area
	The	land is in a designated bushfire prone area under section 192A of the <i>Building Act</i> 1993 if the square is marked with an 'X'

#### 3.4 Planning Scheme

Attached is a certificate with the required specified information.

#### 4. NOTICES

4.3

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

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

Not Applicable.

#### 4.2 Agricultural Chemicals

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

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

#### 5. BUILDING PERMITS

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

Not Applicable.

#### 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	Gas supply 🛚	Water supply 🔀	Sewerage 🛛	Telephone services 🛚
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#### 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.

As Attached. Planning Permit PLN/2019/511

#### 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.

#### 10.2 Further Plan of Subdivision

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

Not Applicable.

#### 11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

#### 12. DUE DILIGENCE CHECKLIST

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

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

#### 13. ATTACHMENTS

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

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

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

Register Search Statement Vol 9019 Fol 578

Instrument LP098445

Macedon Ranges Land Information Statement

Western Water Information Statement

State Revenue Property Clearance Certificate

VicRoads Property Certificate

Macedon Ranges Planning Certificate

Catchment and Land Protection (S90) Certificate

Planning Permit PLN/2019/511

Planning Property report

Due Diligence Checklist



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

Page 1 of 1

VOLUME 09019 FOLIO 578

Security no: 124087790898P Produced 28/01/2021 09:38 AM

#### LAND DESCRIPTION

Lot 4 on Plan of Subdivision 098445.

PARENT TITLES:

Volume 01226 Folio 024 Volume 07246 Folio 129

Created by instrument F062505 26/10/1973

#### REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
SALVATORE GIUDICE of 123 KINGS ROAD ST ALBANS
ANGELA GIUDICE of 107 ANAKIE ROAD NORTH GEELONG
J956743 04/06/1982

#### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE R754768H 30/01/1992 COMMONWEALTH BANK OF AUSTRALIA

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 or imaged folio set out under DIAGRAM LOCATION below.

#### DIAGRAM LOCATION

SEE LP098445 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: 75 WILLOWBANK ROAD GISBORNE VIC 3437

#### ADMINISTRATIVE NOTICES

NTL

eCT Control 15940N CBA - COMMONWEALTH BANK OF AUSTRALIA Effective from 22/10/2016

DOCUMENT END

# **Imaged Document Cover Sheet**

The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

Document Type	Plan
Document Identification	LP098445
Number of Pages (excluding this cover sheet)	1
Document Assembled	28/01/2021 09:42

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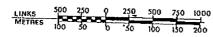
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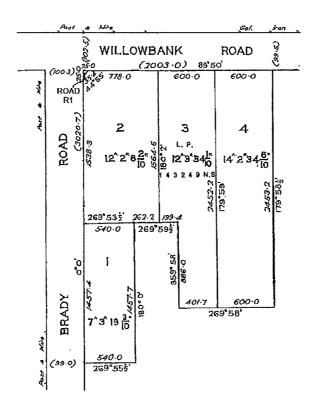
# LP98445 EDITION 1

PLAN OF SUBDIVISION
CROWN ALLOTMENT 2 &
PART OF
CROWN ALLOTMENTS 1,23 & 24
SECTION O
PARISH OF GISBORNE
COUNTY OF BOURKE
SCALE OF CHAINS





VOL. 1226 FOL. 024 VOL. 7246 FOL. 129 COLOUR CONVERSION R1 = BROWN





#### ABN 42 686 389 537 PO BOX 151 KYNETON VIC 3444

EMAIL for updates to certificates: rates@mrsc.vic.gov.au

#### LAND INFORMATION CERTIFICATE **SECTION 229 LOCAL GOVERNMENT ACT 1989 LOCAL GOVERNMENT REGULATIONS 2015**

Info Track

C/- Landata,

GPO BOX 527,

MELBOURNE VIC 3001

Cert No: 18659

Assessment Number: 15572-1

Property Key: 1173658

Your Ref: 44880868-013-8

Date: 29 January 2021

Property Details:

75 Willowbank Road GISBORNE VIC 3437

Site Value

\$3,850,000

Capital Improved Value Net Annual Value \$3,850,000 \$ 192,500

Valuation Year

2020

Rating Year

2020/2021

Property Land Use Classification:

Land Use:

118 - Residential Land (with buildings that add no value

Current

#### Title Details:

LOT 4 LP 98445 P/Gisborne COT-9019/578

The valuations, which appear on this certificate, have been prepared for rating and taxing purposes only and are not intended for any other purpose. PLEASE NOTE: The valuation of this property may be subject to review via a general revaluation or a supplementary valuation in accordance with Section 13DF of the Valuation of Land Act 1960.

#### **PROPERTY RATES & CHARGES**

Rates, charges and other monies due and payable for the year ending 30 June 2021, due and payable on 1 July 2020. Please note rates and charges are payable by instalments on the dates indicated: 30 September, 30 November, 28 February & 31 May.

Rates & Charges	<u>Levied</u>	Balance
General Rates (differential rate)	\$ 9,168.39	\$ 4,584.07
Garbage / Recycling	\$ 420.00	\$ 209.98
Municipal Charges	\$ 212.00	\$ 106.00
EPA Victorian Landfill Levy	\$ 29.00	\$ 14.50
State Government Levies	\$ 320.90	\$ 160.45
Interest (\$0.00)		
Legal Charges - Arrears		\$ 0.00
Legal Charges - Current		<u>\$ 0.00</u>
SUB TOTAL RATES & CHARGES DUE	<u>\$ 10,150.29</u>	\$ 5,075.00
Debtor		\$ 0.00
Schemes Special Rates & Charges		\$ 0.00
SUB TOTAL DEBTOR AND SPECIAL CHARGES		<u>\$ 0.00</u>
TOTAL RATES & CHARGES DUE		<b>\$ 5,075.00</b>

Please Note if making a settlement payment via PEXA please use biller code: 16295 and Ref: 155721

The Council uses CIV to determine the value of the property for rating purposes.

# LAND INFORMATION CERTIFICATE SECTION 229 LOCAL GOVERNMENT ACT 1989 LOCAL GOVERNMENT REGULATIONS 2015

This Certificate PROVIDES information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a local law or by law of the Council.

This Certificate IS NOT REQUIRED to include information regarding planning, building, health, land fill, land slip, other flooding or service easements. Information regarding these matters may be available from the Council or the relevant Authority. A fee may be charged for such information.

- \*\* There are no monies owed under Sec 227, Local Government Act 1989.
- \*\* There is NO potential liability for rates under the Cultural & Recreational Lands Act 1963.
- \*\* There is NO potential liability for the land to become rateable under Sections 173, or 174A of the Local Government Act 1989.
- \*\* There are NO outstanding amounts required to be paid for recreational purposes or any transfer of land required to be made to Council for recreational purposes under Section 18 of the Subdivision Act 1988, or the Local Government Act 1958.
- \*\* There are NO Notices or Orders on the land which have a continuing application under the Local Government Act 1958, Local Government Act 1989 or under a Local Law or by-law of Council.

I hereby certify that at the date of issue, the information given in this Certificate is a true and correct disclosure of the rates, other monies and interest payable to the Macedon Ranges Shire Council, together with any notices or orders referred to in this Certificate.

After the issue of this certificate, Council may be prepared to provide an update to information to the applicant about matters disclosed in this certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of this information given, and no employee of the Council is authorised to bind the Council by the giving of such information. Certificates will only be updated to the applicant and confirmation will be provided to non-applicants. EMAIL for updates to certificates: <a href="mailto:rates@mrsc.vic.gov.au">rates@mrsc.vic.gov.au</a>

No updating of Certificate details will be given if the date of issue of the Certificate exceeds three months (90 days). New certificates must be applied for.

ADDITIONAL INFORMATION
Purchaser: N/A

Remarks:

**Property Conditions:** 

I acknowledge having received the sum of \$27.00 being the fee for this certificate.

Table made manning to a second second

Authorised Officer:

29 January 2021

Cert No:

Date of Issue:

18659

CONFIRMATION OF ANY VARIATION TO THIS CERTIFICATE WILL ONLY BE GIVEN TO THE APPLICANT AND UP TO 90 DAYS AFTER ISSUE DATE. PAYMENTS MADE BY CHEQUE ARE SUBJECT TO CLEARANCE FROM THE BANK. THIS CERTIFICATE WILL EXPIRE ON 29 April 2021.



ABN 67 433 835 375 36 MACEDON ST, SUNBURY PO BOX 2371, SUNBURY DC 3429 1300 650 422 www.westernwater.com.au mail@westernwater.com.au

022

Gisborne Legal C/- InfoTrack Landata C/- VLRS Pty Ltd Level 1 2 Lonsdale St MELBOURNE VIC 3000 Your Ref: Statement No: 44880868-020-6

Service Req ID:

118025 1185119

Property No: Account No: 14-3154-1000 14-3154-1000-01-6

Date:

01-February-2021

# **Information Statement**

Water Act 1989, Section 158

This Statement details all Tariffs, Charges and Penalties due and payable to Western Water, as at the date of this Statement, and also includes Tariffs and Charges, (other than for water yet to be consumed), which are due and payable to the 30-June-2021 as well as any relevant Orders, Notices and Encumbrances applicable to the property, described hereunder.

Property Address: 75 WILLOWBANK RD, GISBORNE VIC 3437

Title(s):

Lot 4, Lodged Plan 98445, Volume 9019, Folio 578, Parish of Gisborne

Owner(s):

Giudice, Salvatore Ortisi, Angela

Comments:

There are no Comments applicable to this property

Account Calculation:

Charges Previously Billed:

\$0.00

Current Charges (see over for details):

\$88.59

Total Amount Owing to 30-June-2021

\$88.59

To calculate charges to settlement date, calculations should be based on daily access fees and volumetric charges from the period of the last account until settlement date.

Please email the Notice of Acquisition/Disposition to Western Water within 14 days of settlement.

Property No:

14-3154-1000

Property Address: 75 Willowbank Rd, Gisborne VIC 3437

#### Current Charges for services provided and their tariffs:

METERED SERVICE: 60138 (20mm) Meter Number: 14T1546 From 01/03/21 To 30/06/21 = 122 days @ 56.93¢ per day \$69.45 Water Service Fee: - Prev. Read 1296 (03/12/20) = \_\_\_\_\_ kL Water Volume: Read \_ \_\_\_\_ kL ...kL Water Volume Charged: Water Volume Charge(Step 1, 2020-21): \_\_ kL @ 189.87¢ per kL = \$\_\_ Water Volume Charge(Step 2, 2020-21): kL @ 251.92 per kL =\$ Water Volume Charge(Step 3, 2020-21): \_\_kL @ 393.66¢ per kL = \$\_\_\_ From 01/03/21 To 30/06/21 = 122 days @ 15.69¢ per day \$19.14 Waterways Charge: Sub Total = \$88.59 This property incurs the following charges, which for 1 July 2020 to 30 June 2021 are: These charges should be adjusted at settlement. Water Service Availability Charge of \$207.81 (Daily Rate: \$0.5693) Melbourne Water - Waterways Charge of \$57.28 (Daily Rate: \$0.1569)

#### Encumbrances and other information:

Western Water recommend that you contact us prior to settlement to obtain details of any payments or charges which may have been applied to the account after this statement was issued.

The subject property may be affected by a drainage and/or flooding issue. For further information please contact Melbourne Water on 131 722.

A water meter is connected at this property. Please note: (a) If there is a tenant at the property and they are being billed for water usage, then water usage is not a charge on the property. If the tenant is vacating or has already vacated please contact Western Water for a final meter reading. (b) If there is no tenant at the property, water usage is charged against the property and should be adjusted at the time of settlement. The purchasers respresentative should contact Western Water to arrange a special meter read. (c) A fee applies for special meter reads. Special meter reads are only conducted on Monday, Wednesday & Friday (excluding public holidays).

Permanent Water Saving Rules are now in place. Permanent Water Saving Rules apply to the use of drinking water supplied by Western Water. They do not apply to the use of spring or bore water, recycled water, grey water, or rainwater collected in a storage tank that is not supplemented by Western Water supply. Visit www.westernwater.com.au/PWSR for more information.

#### Disclaimer:

Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licenced for re-use under Creative Commons License. Please refer to <a href="https://www.propertyandlandtitles.vic.gov.au/">https://www.propertyandlandtitles.vic.gov.au/</a> for any queries arising from information provided herein or contact Western Water 1300 650 422. This statement is valid for a period of 120 days from date of issue.

Graham Holt 01-Feb-2021

General Manager, Customer & Community Relations

## Western Water

PO Box 2371 Sunbury DC VIC 3429 **Electronic Payment Option:** 

Please make this payment via internet or phone banking.



Biller Code: 757955 Ref: 1431 5410 0001 6

Property No:

14-3154-1000

Property Address: 75 Willowbank Rd, Gisborne VIC 3437

Information Statement Remittance Page

Account No.

<u>Description</u>

**Amount** 

<u>Barcode</u>

14-3154-1000-01

Water Account

\$88.59

Total: \$88.59

\* \* \* \* Please return this page with your payment \* \* \* \*

#### INFORMATION STATEMENT - PLAN OF ASSETS TRAVERSING LAND WELOWBANK ROAD H Ш WILLOWBANK ROAL 1-13 90 Bend -17 VANCLEVE CRESCENT 25, Ş٧ CHAR ERS AVENUE 2<del>7</del> 20g 33. 43 7A 7B <sub>9</sub> 20 THSCHILD ROAD ١sv 82 84 RES1 97) Š BUCKLAND BOULEVARD BEND GREVI 64 65 Prop No.: 14-3154-1000 WESTERN Address: 75 Willowbank Road Gisborne VIC 3437 Water Main DOES NOT traverse property Scale: Sewer Main DOES NOT traverse property Printed on: 01-02-2021 Western Water Water Legend Sewer Legend Water main Air Valve Sewer main **⚠**AV 36 Macedon Street Hydrant Sewer rising main Junction Hyd PO Box 2371 Standard manhole End of Line Fire Plug Sunbury DC Inspection shaft Pres Reducing Valve 😎 Swab Point VIC 3429 Air valve (2) Non Return Valve N Reducer Stop Valve Valve End of Line Selected Parcels Other Ph: 03 9218 5422 Recycled water main Registered Parcels Fax: 03 9218 5444 Proposed Parcels Ensement

Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Western Water therefore accepts no flability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licenced for re-use under Creative Commons License. Please refer to https://www.propertyandlandtitles.vic.gov.au/ for any queries arising from information provided herein or contact Western Water 1300 650 422.

# **Property Clearance Certificate**

# Taxation Administration Act 1997



INFOTRACK / GISBORNE LEGAL

Your Reference:

211109

Certificate No:

41204843

Issue Date:

28 JAN 2021

**Enquiries:** 

**ESYSPROD** 

Land Address:

75 WILLOWBANK ROAD GISBORNE VIC 3437

Land Id 2177229 Lot

Plan 98445 Volume 9019 Folio 578 Tax Payable

\$0.00

Vendor:

ANGELA GIUDICE & SALVATORE GIUDICE

Purchaser:

FOR INFORMATION PURPOSES

**Current Land Tax** 

Year

Taxable Value Proportional Tax

Penalty/Interest

Total

MR SALVATORE GIUDICE

2021

\$3,850,000

\$0.00

\$0.00

\$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

**Current Vacant Residential Land Tax** 

Year

Taxable Value Proportional Tax Penalty/Interest

Total

Comments:

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 IMP VALUE:

\$3,850,000

SITE VALUE:

\$3,850,000

**AMOUNT PAYABLE:** 

\$0.00



# **Notes to Certificates Under Section 95AA** of the Taxation Administration Act 1997

Certificate No: 41204843

#### Power to issue Certificate

1. The Commissioner of State Revenue can 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
  - 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. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. 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

#### General Information

- 6. 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.
- 7. 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  $\approx$  \$44,100.00

Taxable Value = \$3,850,000

Calculated as \$24,975 plus ( \$3,850,000 - \$3,000,000) multiplied by 2.250 cents.

#### Property Clearance Certificate - Payment Options

BPAY

Biller Code: 5249 Ref: 41204843

#### 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

CARD



Ref: 41204843

#### Visa or Mastercard

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

sro.vic.gov.au/paylandtax



\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

#### ROADS PROPERTY CERTIFICATE

The search results are as follows:

Gisborne Legal C/- InfoTrack 135 King St SYDNEY 2000 AUSTRALIA

Client Reference: 359364

NO PROPOSALS. As at the 28th January 2021, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by  $LANDATA^{\oplus}$ .

75 WILLOWBANK ROAD, GISBORNE 3437 SHIRE OF MACEDON RANGES

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 January 2021

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 44880868 - 44880868093810 '359364'

VicRoads Page 1 of 1



29 January 2021

Gisborne Legal C/- InfoTrack Landata GPO BOX 527 MELBOURNE VIC 3001

# PLANNING AND ENVIRONMENT ACT 1987 - FORM 17 PLANNING CERTIFICATE

Certificate No:

4921

Receipt No: Property No:

1173658

Applicant's Reference:

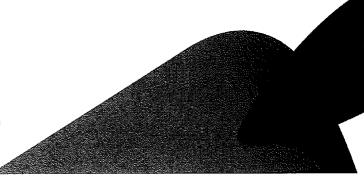
44880868-018-3

Subject Land:	LOT 4 LP 98445 P/Gisborne, 75 Willowbank Road GISBORNE VIC 3437.		
Planning Scheme:	Macedon Ranges Planning Scheme		
Responsible Authority:	Macedon Ranges Shire Council		
Zone:	GRZ1 – General Residential Zone – (Schedule 1)		
Overlay:	DCPO2 – Development Contributions Plan Overlay – (Schedule 2) DPO4 – Development Plan Overlay – (Schedule 4)		
Other (Land Abuts):	Nil		
Planning Scheme Amendment which may affect the land:	NOTE: Page 2 of this Certificate contains further information regarding Planning Scheme Amendments affecting Macedon Ranges Shire.		

Lisa Allen

Authorised Officer
Macedon Ranges Shire Council

ABN 42 686 389 537
PO Box 151 Kyneton Victoria 3444
T 03 5422 0333 F 03 5422 3623 E mrsc@mrsc.vic.gov.au www.mrsc.vic.gov.au

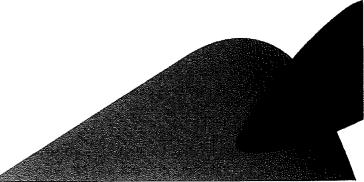




#### Page 2

# **SUMMARY OF AMENDMENTS**

AMENDMENT NUMBER	SUMMARY
C126	Corrects errors and anomalies and makes minor changes to mapping and ordinance of the Macedon Ranges Planning Scheme. C126 applies to a number of properties which can be found described in the following document: <a href="https://stfpbsprodapp01.blob.core.windows.net/amendmentfiles/61805145-50aa-e811-a867-000d3ad11bfb">https://stfpbsprodapp01.blob.core.windows.net/amendmentfiles/61805145-50aa-e811-a867-000d3ad11bfb</a> d1ac5c69-1aef-46b0-a02a-8f2877a45eed Macedon Ranges C126macr Explanatory Report Exhibition Approval.pdf
C138	The amendment proposes to rezone land at Lot 1 on TP879826E, Walshes Road, Woodend from Public Use Zone - Service and Utility (PUZ1) to Rural Conservation Zone, Schedule 1.





Gisborne Legal C/- InfoTrack 135 King St SYDNEY 2000

## **CERTIFICATE**

Pursuant to Section 90 of the Catchment and Land Protection Act 1994

YOUR REF: 359364 CERTIFICATE NO: 44880868

This Certificate is issued for the following property:

PROPERTY ADDRESS: 75 Willowbank Road, Gisborne

PROPERTY DESCRIPTION: Lot/Plan: Lot 4 LP98445

Crown Description:
Volume/Folio: 9019/578

Directory Reference: 678 F7, 678 E7, 678 F8, 678 E8

1. A regional catchment strategy applies to the land.

2. The land is in a special area.

3. A special area plan applies to the land.

4. A land use condition applies to the land.

5. A land management notice is in force in relation to the land. No

6. A copy of the land management notice is attached. No

By Authority Secretary to the Department of Environment, Land, Water & Planning

DATED: 28/01/2021





PO Box 151 KYNETON Vic 3444 Tel: (03) 5422 0333 Email: mrsc@mrsc.vic.gov.au

# **PLANNING PERMIT**

**PERMIT NUMBER:** 

PLN/2019/511

PLANNING SCHEME:

Macedon Ranges Planning Scheme

RESPONSIBLE AUTHORITY:

Macedon Ranges Shire Council

ADDRESS OF THE LAND:

LOT 4 LP 98445 P/Gisborne, 75 Willowbank Road GISBORNE

THE PERMIT ALLOWS:

Two Lot Subdivision (in accordance with approved Development

Plan)

#### THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- The subdivision allowed by this permit and shown on the plans endorsed to accompany the permit shall not be amended for any reason unless with the prior written consent of the Responsible Authority.
- 2. Before the Statement of Compliance for the Plan of Subdivision, the owner of the lot must enter into an agreement with the Responsible Authority accordance with Section 173 of the Planning and Environment Act 1987. The agreement must provide for:
  - a. That should either or both of Lot 1 and Lot 2 be approved for further subdivision, prior to the issuing of a Statement of Compliance for the further subdivision, the Owner must provide a minimum of 5% of the site as Public Open Space in accordance with the approved Development Plan.
  - b. That the contribution, being an area of land, shall be calculated against all the land in the original subdivision.

Prior to a Statement of Compliance being issued:

- a. 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 same Act.
- b. The owner must pay all costs (including Council's costs) associated with the preparation, execution, registration and (if later sought) cancellation of the Section 173 Agreement.
- Prior to the issue of the Statement of Compliance for subdivision, the owner must pay to Council a development contribution in accordance with the Development Contributions Plan Overlay (DCPO) incorporated in the Macedon Ranges Planning Scheme. The amount payable is calculated from the Total Charge figure for specified Area 14 within the Development Contributions Plan Overlay Schedule 2 per additional lot and is adjusted on 1 July each year in accordance with Clause 45.06 of the Macedon Ranges Planning Scheme.

Page 1 of 4

Date Issued: 11 September 2020 Signature of the Responsible Authority:

Brafford

### Macedon Ranges Shire Council

## PLANNING PERMIT

PLN/2019/511 CONDITIONS CONTINUED:

- 4. The owner of the land must enter into an agreement with:
  - A telecommunications network or service provider for the provision of telecommunications services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
  - A suitably qualified person for the provision of fibre ready telecommunication facilities to each
    lot shown on the endorsed plan in accordance with any industry specifications or any
    standards set by the Australian Communications and Media Authority, unless the applicant can
    demonstrate that the land is in an area where the National Broadband Network will not be
    provided by optical fibre.
- 5. Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:
  - A telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
  - A suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.
- 6. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity and gas services to each lot shown on the endorsed plan in accordance with the authority's requirements and relevant legislation at the time.
- 7. All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.
- 8. 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 the Act.
- 9. Measures must be undertaken to minimise any loss of amenity to the neighbourhood from the subdivision works caused by dust, noise, the transport of materials to and from the land and the deposit of mud and debris on public roads, to the satisfaction of the Responsible Authority.

#### **Engineering Unit Conditions**

10. Prior to the commencement of works, an "Asset Protection Permit" must be obtained from Council for any of the following circumstances:

Page 2 of 4

- a. Entering a building site by means of a motor vehicle having gross weight exceeding two tonnes.
- b. Occupying a road for works.

Date Issued: 11 September 2020 Signature of the Responsible Authority:

Brofford



# **PLANNING PERMIT**

PLN/2019/511 CONDITIONS CONTINUED:

- c. Connecting any land to a stormwater drain.
- d. Opening, altering or repairing a road.
- e. Opening, altering or repairing a drain.
- f. Accessing a building site from a point other than a crossover.
- g. Construct/repair/widen/remove any crossover.
- 11. Prior to the commencement of works, Engineering Plans must be submitted to and approved by the Responsible Authority including payment of plan checking and supervision fees. The plans must include:
  - a. All necessary computations and supporting design documentation for any structure, civil and drainage infrastructure and geotechnical investigation report.
  - b. Details of any cut and fill earthworks including retaining walls.
  - Provision and detail for all services and conduits (underground) including alignments and offsets.
  - d. New sealed access for lot 2. Crossover is to be a minimum of 10 metres from any intersection, 1 metre from any power pole, sign or service pit and a minimum of 3 metres from any street tree.
  - Details of a stormwater detention system to ensure 10 year ARI post-development flows are restricted to pre-development level.
  - f. Details of the stormwater quality treatment system that meet the current best practice performance objectives for stormwater quality as contained in the Urban Stormwater - Best Practice Environmental Management Guidelines (Victorian Stormwater Committee, 1999). Alternatively, payment of the stormwater quality offset contribution to the Responsible Authority.
- 12. Prior to the issue of Statement of Compliance, all works shown on the approved Engineering Plans must be constructed or carried out all to the satisfaction of the Responsible Authority.
- 13. Prior to the issue of Statement of Compliance, the subdivision is to be provided with a drainage system to a design approved by the Responsible Authority and such that:
  - a. The subdivision as a whole is provided with a legal point of discharge approved by the Responsible Authority and any other statutory authority from which approval must be received for the discharge of drainage.
  - b. All drainage courses or outfall drainage lines required to the legal point of discharge and which pass through lands other than those within the boundaries of the subdivision are constructed at no cost to the Responsible Authority.

Page 3 of 4

Date Issued: 11 September 2020 Signature of the Responsible Authority:

Brafford



## PLANNING PERMIT

PLN/2019/511 CONDITIONS CONTINUED:

- All drainage courses located within allotments must be contained within expressed drainage easements.
- d. Objectives of the Urban Stormwater Best Practice Environmental Management Guidelines (Victorian Stormwater Committee, 1999) are satisfied.
- 14. The subdivision is to be constructed in accordance with Macedon Ranges Shire Council's Policy Engineering Requirements for Infrastructure Construction (June 2010).
- 15. No polluted and/or sediment laden runoff is to be discharged directly or indirectly into drains or watercourses. Soil erosion control measures must be employed throughout the works in accordance with Construction Techniques for Sediment Pollution Control (EPA 1991) to the satisfaction of the Responsible Authority.

#### **Expiry Conditions**

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

#### **Permit Notes:**

Future owners of the land must be made aware of the existence of this permit.

Page 4 of 4

Date Issued: 11 September 2020 Signature of the Responsible Authority:

Brofford

# WHAT HAS BEEN DECIDED? The Responsible Authority has issued a permit. WHEN DOES A PERMIT BEGIN?

A permit operates:

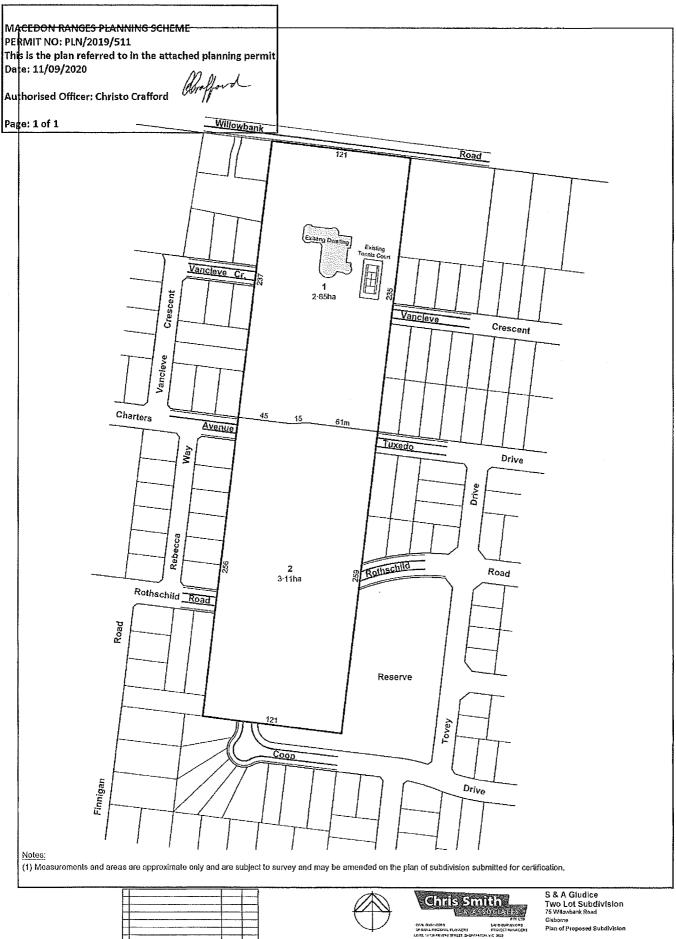
- · from the date specified in the permit, or
- · if no date is specified, from:
  - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the tribunal, or
  - (ii) the date on which it was issued, in any other case.

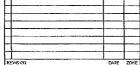
#### WHEN DOES A PERMIT EXPIRE?

- 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 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 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 after 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 or development of any stage is to be taken to have started when the plan is certified; and
  - the permit expires if the plan is not certified within two 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 APPEALS?

- The person who applied for the permit may appeal against any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal where, in such case, no right of appeal exists.
- An appeal must be lodged within 60 days after the permit was issued, unless a Notice of Decision to grant a
  permit has been issued previously, in which case the appeal must be lodged within 60 days after the giving of
  that notice.
- An appeal is lodged with the Victorian Civil and Administrative Tribunal.
- An appeal must be made on a Notice of Appeal form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the prescribed fee.
- An appeal must state the grounds upon which it is based.
- An appeal must also be served on the Responsible Authority.
- Details about appeals and fees payable can be obtained from the Victorian Civil and Administrative Tribunal. The address of the Victorian Civil and Administrative Tribunal is 55 King Street, Melbourne, 3000. The telephone number is (03) 9628 9777. Internet <a href="https://www.vcat.vic.gov.au">www.vcat.vic.gov.au</a>.







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#### From www.planning.vic.gov.au at 04 February 2021 01:53 PM

**PROPERTY DETAILS** 

Address: 75 WILLOWBANK ROAD GISBORNE 3437

Lot and Plan Number: Lot 4 LP98445
Standard Parcel Identifier (SPI): 4\LP98445

Local Government Area (Council): MACEDON RANGES www.mrsc.vic.qov.au

Council Property Number: 1173658

Planning Scheme: Macedon Ranges <u>Planning Scheme - Macedon Ranges</u>

Directory Reference: Melway 678 F7

UTILITIES STATE ELECTORATES

Rural Water Corporation: Southern Rural Water Legislative Council: NORTHERN VICTORIA

Urban Water Corporation: Western Water Legislative Assembly: MACEDON

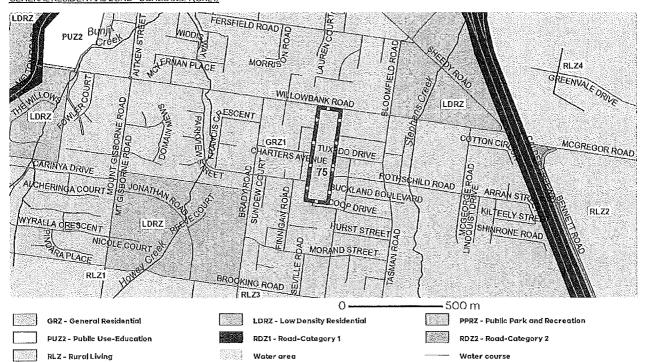
Melbourne Water: Inside drainage boundary

Power Distributor: POWERCOR

View location in VicPlan

#### **Planning Zones**

GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



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

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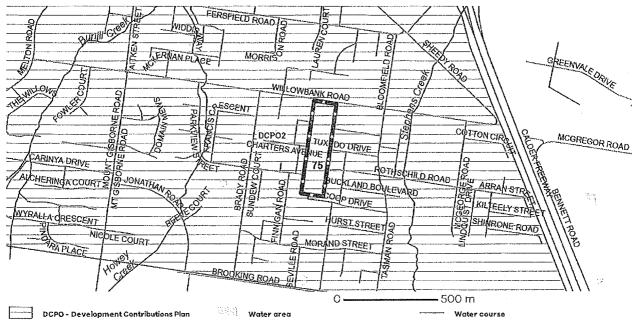
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1952 (Vic)



#### **Planning Overlays**

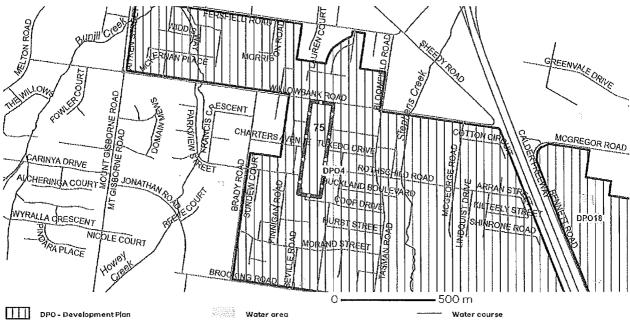
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



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

#### DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 4 (DPO4)



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

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#### **Planning Overlays**

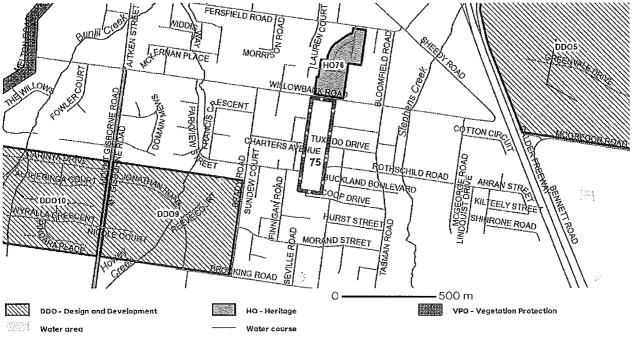
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DESIGN AND DEVELOPMENT OVERLAY (DDO)

HERITAGE OVERLAY (HO)

VEGETATION PROTECTION OVERLAY (VPO)



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

#### **Further Planning Information**

Planning scheme data last updated on 3 February 2021.

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

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

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 <a href="https://mapshare.maps.vic.gov.au/vicplan">https://mapshare.maps.vic.gov.au/vicplan</a>

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

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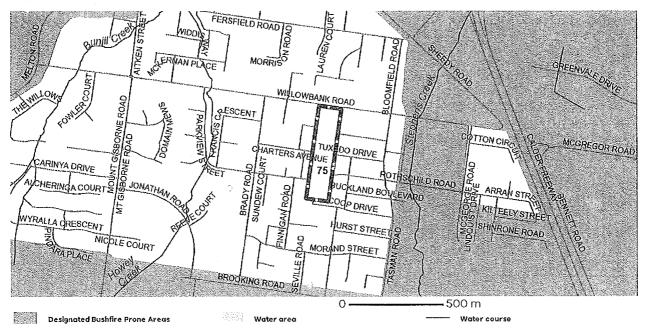
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1932 (Vic)



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

This property is not in a designated bushfire prone area.

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



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

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

Designated bushfire prone areas maps can be viewed an VicPlan at <a href="https://mapshare.maps.vic.gov.ou/vicplan">https://mapshare.maps.vic.gov.ou/vicplan</a> or at the relevant local council.

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <a href="https://www.vba.vic.aov.gu">https://www.vba.vic.aov.gu</a>

Copies of the Building Act and Building Regulations are available from <a href="http://www.legislation.vic.gov.au">http://www.legislation.vic.gov.au</a>

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

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## Due diligence checklist

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

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

#### **Urban living**

#### Moving to the inner city?

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

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

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

#### **Growth areas**

#### Are you moving to a growth area?

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

#### Flood and fire risk

#### Does this property experience flooding or bushfire?

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

#### **Rural properties**

#### Moving to the country?

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

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

#### Can you build new dwellings?

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

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

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

# Soil and groundwater contamination

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

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

(04/10/2016)



#### Land boundaries

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

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

#### Planning controls

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

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

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

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

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

#### Safety

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

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

#### **Building permits**

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

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

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

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

#### Utilities and essential services

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

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

#### Buyers' rights

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

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

(04/10/2016)



# Suburb Profile Report

# Gisborne VIC 3437

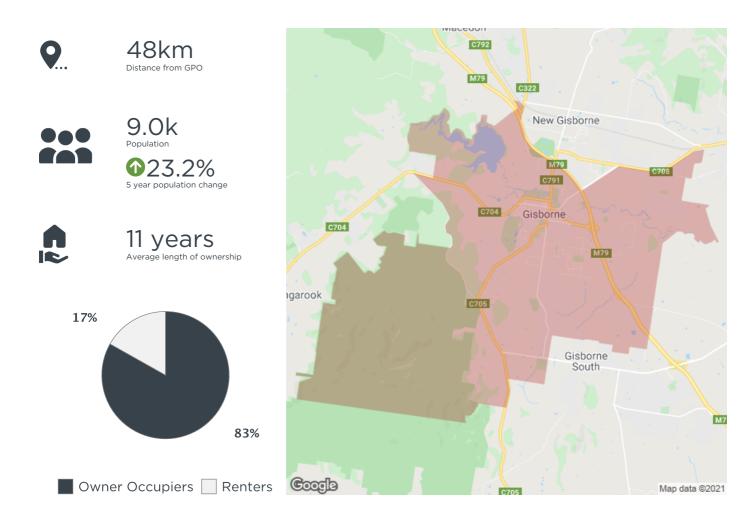
Prepared on 29 January 2021

Prepared by David Oliver | david.oliver@gisborne.rh.com.au | 0403023706









The size of Gisborne is approximately 96.4 square kilometres. It has 7 parks covering nearly 33.8% of total area. The population of Gisborne in 2011 was 7,289 people. By 2016 the population was 8,982 showing a population growth of 23.2% in the area during that time. The predominant age group in Gisborne is 0-9 years. Households in Gisborne are primarily couples with children and are likely to be repaying \$1800 - \$2399 per month on mortgage repayments. In general, people in Gisborne work in a professional occupation. In 2011, 79.7% of the homes in Gisborne were owner-occupied compared with 80.2% in 2016. Currently the median sales price of houses in the area is \$820,000.

Total dwellings	Total new listings*	Median Value	Total number currently listed
2,539	145	\$823,692	40
386	19	\$556,031	14

<sup>\*</sup>Total number of unique properties listed for sale over the past 12 months.

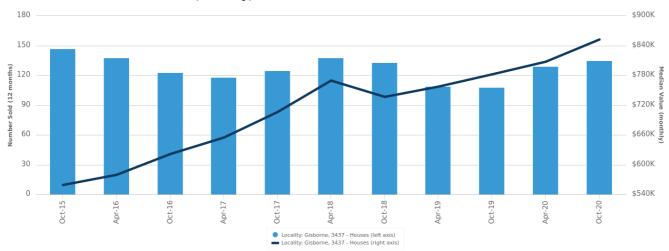
29 January 2021 Page 2





#### Houses: For Sale

#### Number Sold vs. Median Value (monthly)



#### Change in Median Value

# 20.0% 15.0% 10.0% 5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.0% -5.

#### Median Days on Market vs. Median Vendor Discount





\$\$\$

\$964,500

The 75th percentile sale price of sales over the past 12 months within the suburb.

\$\$ Median Price\*

\$820,000

The middle sale price of all transactions recorded over the past 12 months within the suburb. Note that sale prices lower than \$10,000 and higher than \$80,000,000 are excluded from the analysis.

\$
Lower Quartile Price\*

\$650,000

The 25th percentile sale price of sales over the past 12 months within the suburb.

<sup>\*</sup>Statistics are calculated over a rolling 12 month period





# Houses: Market Activity Snapshot

#### On The Market

#### Recently Sold







There are no 2 bedroom Houses on the market in this suburb 
There are no recently sold 2 bedroom Houses in this suburb











32 Stephen Street Gisborne **VIC 3437** 

Listed on 27 Jan 2021 \$660,000





94 Fersfield Road Gisborne VIC 3437

Sold on 28 Dec 2020 Not Disclosed





114 Emmeline Drive Gisborne VIC 3437

Listed on 22 Jan 2021 \$1.350.000





52 Frith Road Gisborne VIC 3437

Sold on 09 Dec 2020 Not Disclosed









**1** 49



19 Vancleve Crescent Gisborne VIC 3437

Listed on 23 Jan 2021 \$875,000 - \$935,000





1 Skyline Drive Gisborne VIC 3437

Sold on 27 Jan 2021 \$900,000\*





3 Vista Close Gisborne VIC 3437

Listed on 23 Jan 2021 Opportunity Knocks





14 Alcheringa Court Gisborne VIC 3437

Sold on 27 Jan 2021 \$1,300,000\*





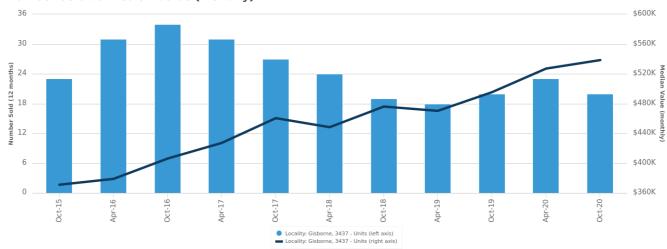
= number of houses currently On the Market or Sold within the last 6 months

\*Agent advised

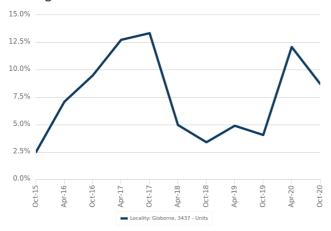


# Units: For Sale

#### Number Sold vs. Median Value (monthly)

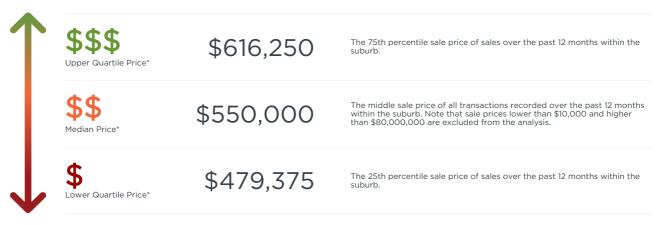


#### Change in Median Value



#### Median Days on Market vs. Median Vendor Discount





<sup>\*</sup>Statistics are calculated over a rolling 12 month period





# Units: Market Activity Snapshot

#### On The Market

# Recently Sold









4/3 Hamilton Street Gisborne VIC 3437

Listed on 22 Jan 2021 \$300,000 - \$330,000





2/56 Aitken Street Gisborne VIC 3437

Sold on 06 Nov 2020 \$460,000













4/75 Hamilton Street Gisborne VIC 3437

Listed on 22 Jan 2021 \$650,000







Sold on 26 Nov 2020





# 6/54-56 Fersfield Road

Listed on 15 Jan 2021











# Gisborne VIC 3437

ESR \$350,000 - \$385,000













# 1/27 Calthorpe Street Gisborne VIC 3437

Listed on 25 Jan 2021 From \$649,000



#### 2/11 Worcester Road Gisborne VIC 3437

Sold on 10 Nov 2020 \$700,000



# 8/27 Calthorpe Street

Listed on 22 Jan 2021 From \$649,000



#### 8/96 Station Road Gisborne VIC 3437

\$615,000



Gisborne VIC 3437





Sold on 28 Oct 2020





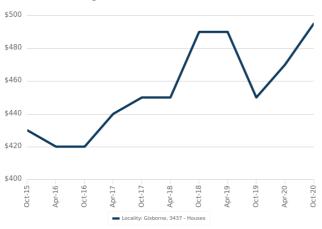
= number of units currently On the Market or Sold within the last 6 months





#### Houses: For Rent





# Indicative Gross Rental Yield (12 months)





### Houses: Rental Activity Snapshot

For Rent





There are no 2 bedroom Houses for rent in this suburb









3/27 Calthorpe Street Gisborne VIC 3437

Listed on 27 Jan 2021 \$550/W







151 Aitken Street Gisborne VIC 3437



Listed on 25 Jan 2021 \$420/W









16 Buckland Boulevard Gisborne VIC 3437

Listed on 21 Jan 2021 \$600/W



33 Jacksons Creek Way Gisborne VIC 3437

Listed on 19 Jan 2021 \$650/W



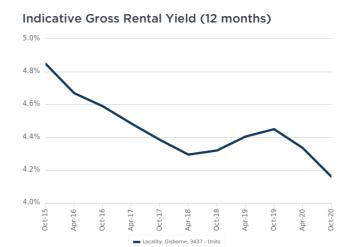


= number of houses observed as On the Market for Rent within the last month









# Units: Rental Activity Snapshot



11/3 Hamilton Street Gisborne VIC 3437

Listed on 08 Jan 2021 - /W













4/25 Worcester Road Gisborne VIC 3437

Listed on 11 Jan 2021 \$330/W









6/104 Station Road Gisborne VIC 3437

Listed on 22 Jan 2021 \$440/W



7/36 Stephen Street Gisborne VIC 3437

Listed on 13 Jan 2021 \$380/W





= number of units observed as On the Market for Rent within the last month



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# Contract of sale of land

Property: Proposed Lot 2/75 Willowbank Road, Gisborne 3437







# Contract of sale of land

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#### IMPORTANT NOTICE TO PURCHASERS - COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

#### **Approval**

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

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

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# Contract of sale of land

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

The terms of this contract are contained in the -

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

in that order of priority.

#### SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:
on//2021
Print name(s) of person(s) signing:
State nature of authority, if applicable:
This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified) In this contract, "business day" has the same meaning as in section 30 of the <i>Sale of Land Act</i> 1962
SIGNED BY THE VENDOR:
on/ /2021
Print name(s) of person(s) signing: SALVATORE GIUDICE AND ANGELA GIUDICE
State nature of authority, if applicable:

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

#### **Table of contents**

# Particulars of sale Special conditions

#### General conditions

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

# Particulars of sale

Vendor's estate agent					
Name:					
Address:					
Email:					
Tel:	el: Mob:				Ref:
Vendor Name: SALVATORE G Address: 75 Willowbank			_	lowbank Road,	Gisborne, VIC 3437
ABN/ACN:					
Email: samejudge75@b	igpond.com				
Vendor's legal practiti Name: Gisborne Legal Address: 45 Hamilton St Email: stephen@gisborn	treet, Gisborne	VIC 3437			
Tel:: 0412 465 730 M	lob:	Fax:	Ref: S	SA:211109	
Purchaser's estate ag	ent				
Name:					
Address:					
Email:					
Tel:	Mob:			Fax:	Ref:
Purchaser Name:					
Address:					
ABN/ACN:					
Email:					
Purchaser's legal prac	titioner or co	nveyancer			
Name:					
Address:					
Email:					
Tel:	Fax:			OX:	Ref:
Land (general conditions	s 7 and 13)				
The land is described in	,	v —			
Certificate of Title refer	ence - Part			being lot	on proposed plan
Volume 9019		olio 578		2	

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

Folio

The land includes all improvements and fixtures.

Volume

#### Property address

The address of the land is: Proposed Lot 2/75 Willowbank Road, Gisborne 3437

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

Payme	ent									
Price		\$								
Depos	it	\$	by	(of which \$	has been paid)	)				
- Balance		\$	payable at settlement							
	sit bond General c	condition 15 applies only if the bo	ox is chec	cked						
Bank (	guarante	ee								
	eneral c	condition 16 applies only if the bo	ox is chec	ked						
GST (	general o	condition 19)								
Subje	ct to gen	eral condition 19.2, the price in	cludes G	ST (if any), ui	nless the next box is	checked				
	GST (if	any) must be paid in addition to	the price	if the box is o	hecked					
	<ul> <li>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</li> <li>This sale is a sale of a going concern' if the box is checked</li> </ul>									
		The margin scheme will be use								
Settle	ய ment (വ	eneral conditions 17 & 26.2)	a 10 0a.00		io box io criocitod					
is due	,,	onoral conditions if a 20.2)								
unless	the land	d is a lot on an unregistered pla	n of subc	livision, in wh	ich case settlement i	s due on the later of:				
• the	above o	date; and								
	e 14th d ubdivisio	lay after the vendor gives non.	tice in w	riting to the	purchaser of registi	ration of the plan of				
Lease	(genera	al condition 5.1)								
		ement the purchaser is entitled to case the property is sold subje		possession o	of the property unless	the box is checked,				
(*only o	ne of the b OR	poxes below should be checked after ca a lease for a term ending on	arefully read with		ole lease or tenancy documns to renew, each of	nent) years				
	OR	a residential tenancy for a fixed	d term en	ding on						
		a periodic tenancy determinable	le by noti	се						
Terms	contra	ct (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 cor	ntract is subject to a loan being	approved	d and the follo	owing details apply if	the box is checked:				
Lende (or and		der chosen by the purchaser)								
Loan amount: no more than Approval date						Approval date:				
Building report										
	Genera	I condition 21 applies only if the	box is cl	necked						

#### Pest report

General condition 22 applies only if the box is checked

# **Special conditions**

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

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

# SALE SUBJECT TO SUBDIVISION PRESCRIBED CONTRACT OF SALE UNDER THE SALE OF LAND ACT 1962

#### 1. Sale subject to subdivision

- (a) The vendor shall proceed with all due dispatch to obtain consent of the relevant public authorities to a plan of subdivision substantially in the form attached and thereafter complete the necessary subdivision works and lodge the plan with Land Use Victoria for registration.
- (b) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
  - (i) The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;
  - (ii) The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962.
  - (iii) Pursuant to section 10F(1) of the Sale of Land Act 1962, the vendor gives the purchaser notice that:
    - A. the vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and
    - B. the purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
    - C. the vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and
    - D. the Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.
- (c) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.

#### 2. Alterations to plan

The vendor reserves the right to make any alterations to the plan as may be required to obtain approval by the responsible authorities and registration at the titles office.

The vendor shall notify the purchaser in writing of any such alterations and the purchaser shall be entitled to rescind this agreement for alterations that materially affect the subject lot, by notice in writing to the vendor within fourteen days of such notice, and in this respect time shall be of the essence. In the event that rescission is not notified within such fourteen days then the right of rescission shall be lost and the contract shall become unconditional.

#### 3. Completion of contract

Completion of this contract shall take place within fourteen days after the vendor or their solicitors shall have notified the purchaser or their solicitors in writing that the plan has been registered. If for any reason other than default on the part of the vendor completion of this contract does not take place on the due date then without prejudice to any other remedy the vendor shall at any time thereafter be at liberty to serve on the purchaser a notice of default in writing requiring the purchaser to complete the contract on or before the expiration of 14 days from the date of service of the notice and making time of the essence of the contract. Notwithstanding any of the foregoing provisions if completion does not take place on the due date and the delay is not caused by the vendor's fault then in addition to all other monies payable by the purchaser hereunder the purchaser shall thereafter until completion be liable to pay to the vendor interest on the purchase price calculated on a daily basis at the rate of 10% per annum and such interest shall be taken into account on completion of this contract.



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