

CONTRACT OF SALE **OF REAL ESTATE**

VENDOR:

**MURALI KRISHNA JAMANA & ALEKHYA KIRANMAIYEE
JAMANA**

PROPERTY:

9 KEIGHRAN AVENUE WODONGA VIC 3690

SARKARIA CONVEYANCERS,
Licensed Conveyancer,
PO Box 3363,
Caroline Springs,
Victoria 3023
Tel: 0430530653
Email: info@sarkariaconveyancers.com.au

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

Contract of Sale of Real Estate

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

Property Address **9 KEIGHRAN AVENUE WODONGA VIC 3690**

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

The terms of this contract are contained in the -

- particulars of sale; and
 - special conditions, if any; and
 - general conditions
- in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

On / /2026

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)

SIGNED BY THE VENDOR:

on / /2026

Print name(s) of person(s) signing: **MURALI KRISHNA JAMANA & ALEKHYA KIRANMAIYEE JAMANA**

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

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

Vendor

MURALI KRISHNA JAMANA & ALEKHYA KIRANMAIYEE JAMANA

Email:

Vendor's legal practitioner or conveyancer

SARKARIA CONVEYANCERS,

Email: Info@sarkariaconveyancers.com.au

Tel:

Mob: 0430530653

Fax:

Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11890 Folio 024	2142	736953K

OR

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

The land includes all improvements and fixtures.

Property address

The address of the land is **9 KEIGHRAN AVENUE WODONGA VIC 3690**

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

All fixed floor covering, existing window furnishings and light fittings as inspected.

Payment (general condition 11)

Price \$

Deposit \$ by (of which \$ has been paid)

Balance \$ payable at settlement

GST (general condition 19)

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

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

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

Settlement (general condition 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
- 14 days 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 words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

Terms contract (general condition 30)

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

☐ **Loan** (general condition 20)

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

Lender:

Loan amount

Approval date:

☐ **Building Report** (General condition 21 applies only if the box is checked)

☐ **Pest report** (General condition 22 applies only if the box is checked)

Special Conditions

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

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

☒ **GC 23 – Special Condition 1**

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.

☒ **GC 28 – Special Condition 2**

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

☒ **Special Condition 3- Foreign Acquisitions and Takeovers Act 1975 (Cth)**

The purchasers Warrant that either the provisions of the **Foreign Acquisitions and Takeovers Act 1975 (Cth)** requires that obtaining consent to this contract does not apply to the purchaser in respect of the property or that such consent has been obtained. A breach of this warranty shall constitute a default under this contract.

☒ **Special Condition 4- FIRB (Foreign Investment Review Board)**

The purchasers acknowledge that they do not require FIRB approval for the purchaser of the property and they are not a foreign person for purposes of *Foreign Acquisitions and Takeovers Act 1975 (Cth)*

☒ **Special Condition 5- No Representation**

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representation made by the vendor or his Agent, including any and all advertising material. except such as are made conditions of this contract.

☒ **Special Condition 6-Dwelling**

The land and buildings (if any) as sold hereby as inspected by the purchaser and is sold on the basis of existing improvements thereon and the purchaser shall not make any requisition of claim for compensation for any deficiency of defect in the said improvements as to their suitability for occupation or otherwise including any requisitions in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

The Purchaser expressly releases the Vendor and/or the Vendors agents from any claims or demands in respect thereof

☒ **Special Condition 7 -Loan Approval**

General Condition 20.2 (C) herein shall be deleted and read as below:

The purchaser may end this contract if the loan is not approved by the approval date, but only if the purchaser serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within two clear business days after the approval date or any later date allowed by the vendor . Such evidence of non-approval or rejection of the loan must be provided by the bank or financial institution. A letter or an email from the broker will not be considered sufficient.

☒ **Special Condition 8 -Nomination**

Any nomination must be made at least 14 days before the settlement. If the purchaser wishes to nominate it must deliver to the vendors Legal Practitioner or Conveyancer

- A complete and executed copy of nomination deed ; if the nominee is a proprietary company, copy of Guarantee executed by the directors of the company along with current ASIC search
- A cheque payable by the nominee to the vendor's legal representative or conveyancer for \$330 being, their costs for advising the Vendor on compliance with this Condition.
- The Purchaser and each guarantor must indemnify and keep indemnified the Vendor from and against any claim, penalty or demand in respect of stamp duty or costs arising from the nomination of the substitute purchaser.

☒ **Special Condition 9 - Settlement Reschedule**

The purchaser acknowledges and agrees that if the purchaser fails to settle on the due date as specified in the particulars of the sale, then the purchaser will be liable for payment of the settlement rescheduling charges of \$330 plus GST, which represent the vendors' additional legal costs and disbursements.

☒ **Special Condition 10- Statement of Adjustments**

The statement of adjustments must be prepared on behalf of the purchaser and provided to the vendor's representatives along with all the relevant certificates at least 3 business days prior to settlement. Failure to do so will result in the purchaser paying administration charges of \$220 (Inc. of GST) to the Vendor's representative for delay in providing such certificates and statement of adjustments.

☒ **Special Conditions 11- Sale by Auction**

This property is offered for sale by public auction and is subject to the vendor's reserve price

The rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2005 (or any rules prescribed by regulation which modify or replace those Rules) and shall include the rule which states that the auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.

- 11.1 The deposit payable hereunder shall be ten percent (10%) of the purchase price.
- (a) Sales at auction are not subject to a cooling off period.
 - (b) The property is offered for sale by public auction subject to the Vendor's reserve price
 - (c) The highest bidder whose bid is accepted shall be the purchaser.
 - (d) If any dispute arises as to any bidding, the auctioneer shall determine the dispute or re-submit the property at the last undisputed bid.
 - (e) A person shall not at any bidding advance less than the sum named by the auctioneer and no bid shall be retracted.
 - (f) The Vendor reserves the right to refuse or accept any bid, to withdraw the property from sale at any time before it has been knocked down and without declaring the reserve price and to make one or more bids either personally or by his agent.
 - (g) A bid shall constitute an offer made by the person who bids to enter into this Contract of Sale at the price bid by that person and agreement by that person to the terms and conditions of this Contract of Sale, including this Special Condition, and when the property is knocked down by the Vendor's Auctioneer, the Vendor shall be deemed to have accepted the offer so made by the person to whom the property has been so knocked down at a price last bid by that person and the property shall also then be deemed sold to that person at that price upon the terms and conditions herein contained.
 - (h) The person to whom the property is knocked down shall immediately after the fall of the hammer sign this Contract of Sale and pay the deposit to the Vendor's Real Estate Agent.
 - (i) The auctioneer shall not be obliged to refer any bid to the Vendor prior to the selling of the property.
 - (j) In the event that the property is not sold, the auctioneer may grant the highest bidder the first right of refusal at the reserve price

- 11.2 If at the expiration of ten (10) minutes after the property has been knocked down (or such extended period as the

Vendor may allow) the person to whom the property has been knocked down has failed to sign this Contract of Sale and/or pay the deposit money, then the Vendor may immediately or at any time thereafter at the Vendor's option sell the property either by auction or by private treaty to any other person and the person to whom the property has been knocked down but who has not signed this Contract of Sale and/or paid the deposit money shall:

- (a) have no right of action against the Vendor or the Vendor's Real Estate Agent;
- (b) not be entitled to call for a Contract of Sale of the property;
- (c) have no interest in the land, whether legal or equitable;
- (d) be liable to pay to the Vendor on demand any deficiency in price on such resale together with all of the Vendor's costs and expenses of such resale.

☒ **Special condition 12 – Purchaser's Acknowledgments**

12.1 The Purchaser has Received Documents

The Purchaser acknowledges that before signing this Contract or any other binding agreement or document in relation to the purchase of the Property the Purchaser:

- (a) Has received a signed copy of the Vendor's Statement; and
- (b) A copy of this Contract.

12.2 Property is as inspected

The Purchaser admits that the Property offered for sale and inspected by it is identical with that described in the title particulars given in the Particulars of Sale to this Contract.

12.3 Property Purchased on "As Is" Basis

The Purchaser acknowledges that it purchases the Property on an "as is" basis and after making all enquiries as to the past uses and the present nature and condition of the Property. The price of the land has been agreed upon the basis of the existing amenities and the Purchaser assume responsibility for and indemnifies the Vendor against all charges or other liabilities in respect of any road making, fencing or other works whatsoever which have not actually been commenced as at the date of this Contract, notwithstanding that any notice in respect of any such works may have been received by the Vendor prior to the date of this Contract.

☒ **Special condition 13 – Property Sold Subject to Planning Restrictions**

- (a) The Purchaser accepts and purchases the property subject to all existing and proposed restrictions affecting the use, development or enjoyment of the property under any act, order, regulations, by-law, local law, restriction or condition imposed upon the property by or with semi-governmental or judicial entity or authority including without limitation any applicable environment planning instrument or deemed environmental planning instrument or resolution of any responsible authority made or which may later be made under the *Local Government Act 1989* (Vic), the *Planning and Environment Act 1987* (Vic), the *Environment Protection Act 1970* (Vic), the conditions of any planning permit or other act, planning approval or instrument applicable to the Property.
- (b) The Purchaser shall take title subject to all such restrictions and conditions described in the preceding subparagraph and shall not make any requisition or objection or claim on that ground any compensation with respect thereto or in respect of any proposed amendment to any planning control now or later applicable to the Property.
- (c) The restrictions and conditions described in this Special Condition do not constitute a defect in the Vendor's title to the Property.

☒ **Special condition 14– Inconsistency**

If there is any inconsistency between these special conditions and the general conditions, the special conditions are to prevail to the extent of the inconsistency, and each party agrees to take any steps which are necessary to procure the general conditions are altered to eliminate the inconsistency.

General Conditions

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.

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.

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
 - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
 - (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
 However, unless otherwise agreed:
 - (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) “bank guarantee” means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) “bank” means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

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

- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible —
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

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

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- (c) otherwise comply, or ensure compliance, with this general condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic 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 lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

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

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.

27.2A 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:

27.3.1 personally, or

27.3.2 by pre-paid post, or

27.3.3 in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

27.3.4 by email.

27.4 Any document properly sent by: express post is taken to have been served on the next business day after posting, unless proved otherwise

27.4.1 priority post is taken to have been served on the fourth business day after posting, unless prove otherwise;

27.4.2 regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

27.4.3 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*:

30.1.1 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

30.1.2 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:

30.2.1 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;

30.2.2 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;

30.2.3 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;

30.2.4 the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

30.2.5 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
-
- 31.7 determination of the dispute, including any order for payment of the costs of the resolution of the dispute

Default

32 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.

33 DEFAULT NOTICE

- 33.1 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.
- 33.2 The default notice must:
 - 33.2.1 specify the particulars of the default; and
 - 33.2.2 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 -
 - 33.3.1.1 the default is remedied; and
 - 33.3.1.2 the reasonable costs incurred as a result of the default and any interest payable are paid.

34 DEFAULT NOT REMEDIED

- 34.1 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.
- 34.2 The contract immediately ends if:
 - 34.2.1 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
 - 34.2.2 the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 34.3 If the contract ends by a default notice given by the purchaser:
 - 34.3.1 the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - 34.3.2 all those amounts are a charge on the land until payment; and
 - 34.3.3 the purchaser may also recover any loss otherwise recoverable.

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

34.4.1 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

34.4.2 the vendor is entitled to possession of the property; and

34.4.3 in addition to any other remedy, the vendor may within one year of the contract ending either:

34.4.3.1 retain the property and sue for damages for breach of contract; or

34.4.3.2 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

34.4.4 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

34.4.5 any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

35 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.

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	9 KEIGHRAN AVENUE, WODONGA VIC 3690
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Vendor's name	MURALI KRISHNA JAMANA	Date	/ /
Vendor's signature			
Vendor's name	ALEKHYA KIRANMAIYEE JAMANA	Date	/ /
Vendor's signature			

Purchaser's name	Date
Purchaser's signature	/ /
Purchaser's name	Date
Purchaser's signature	/ /

1. FINANCIAL MATTERS

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

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

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

\$0.00	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	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒ 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 or property clearance certificate or is as follows	Date: OR ☒ Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

unregistered):

☒ Is in the attached copies of title document/s

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.1 Road Access

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

☐

3.2 Designated Bushfire Prone Area

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

☐

3.3 Planning Scheme

☒ The required specified information is as follows:

- | | |
|-----------------------------------|---------------------------|
| (a) Name of planning scheme | WODONGA |
| (b) Name of responsible authority | WODONGA COUNCIL |
| (c) Zoning of the land | SEE ATTACHED CERTIFICATES |
| (d) Name of planning overlay | SEE ATTACHED CERTIFICATES |

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☐
---	-------------------------------------	---------------------------------------	-----------------------------------	---

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 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.)

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 11890 FOLIO 024

Security no : 124138248952D
Produced 03/09/2026 03:04 PM

LAND DESCRIPTION

Lot 2142 on Plan of Subdivision 736953K.
PARENT TITLE Volume 11686 Folio 603
Created by instrument PS736953K 15/06/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
MURALI KRISHNA JAMANA
ALEKHYA KIRANMAIYEE JAMANA both of 6/519 SCHUBACH STREET ALBURY NSW 2640
AQ209779E 05/09/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU591722N 19/07/2021
NATIONAL AUSTRALIA BANK LTD

COVENANT PS736953K 15/06/2017

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

AGREEMENT Section 173 Planning and Environment Act 1987
AN846211J 18/05/2017

DIAGRAM LOCATION

SEE PS736953K 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: 9 KEIGHRAN AVENUE WODONGA VIC 3690

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 19/07/2021

DOCUMENT END

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Document Type	Plan
Document Identification	PS736953K
Number of Pages (excluding this cover sheet)	6
Document Assembled	03/09/2026 15:04

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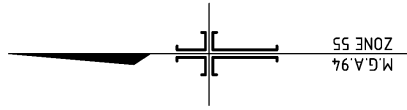
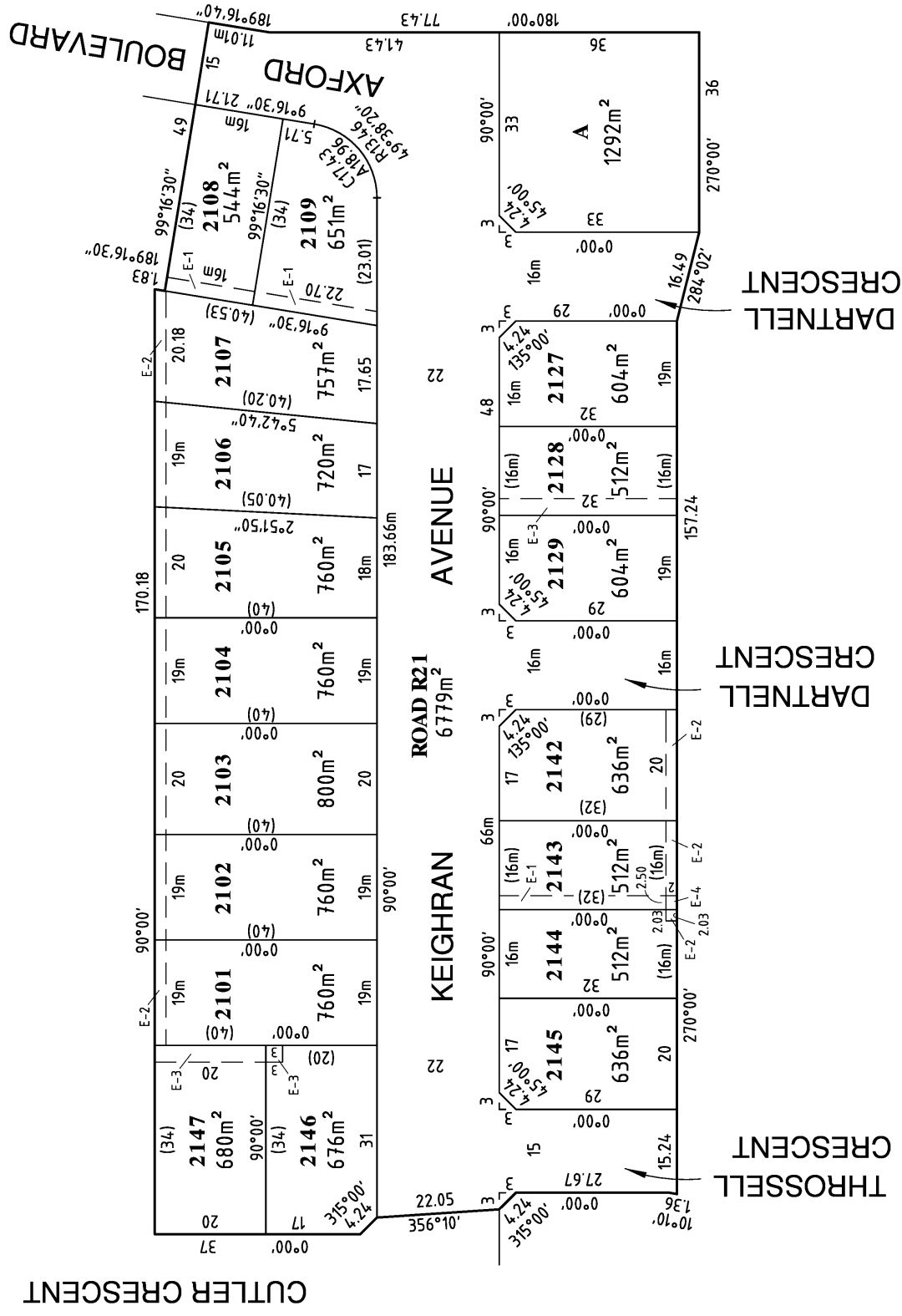
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PLAN OF SUBDIVISION				LV USE ONLY EDITION 2	PS 736953K	
Location of Land Parish: WODONGA Township: ----- Section: 5 Part of Crown Allotments: 10 & 11 Title References: Vol.11686 Fol.603 Last Plan Reference: Lot T2 on PS736949A Postal Address: PEARCE STREET WODONGA 3690 MGA94 Co-ordinates: E 491 020 Zone 55 (Of approx. centre of plan) N 6 000 050				Council Name: City of Wodonga Council Reference Number: 3845 Planning Permit Reference: 187/2014 SPEAR Reference Number: S080126P Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 09/05/2016 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 Has not been made at Certification Digitally signed by: Antonia Maree Wiltjer for City of Wodonga on 10/03/2017		
Vesting of Roads or Reserves						
Identifier		Council/Body/Person				
ROAD R21		City of Wodonga				
Notations				Notations		
Depth Limitation: Does not apply				Staging This is not a staged subdivision. Planning Permit No. 187/2014/A Survey:- This plan is based on survey in PS632876F. To be completed where applicable This survey has been connected to permanent mark no(s). Wodonga PM's 21, 77, 357, 413, 452 & 453. In proclaimed Survey Area No. 20 Lots 1 to 2100, 2110 to 2126 and 2130 to 2141 have been omitted from this plan. THIS IS A SPEAR PLAN. CREATION OF RESTRICTION - SEE SHEET 3		
Easement Information						
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)						
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour of		
E-1	SEWERAGE	2.50	THIS PLAN	NORTH EAST REGION WATER CORPORATION CITY OF WODONGA NORTH EAST REGION WATER CORPORATION CITY OF WODONGA NORTH EAST REGION WATER CORPORATION CITY OF WODONGA		
E-2	DRAINAGE	2	THIS PLAN			
E-3	SEWERAGE DRAINAGE	3 3	THIS PLAN THIS PLAN			
E-4	SEWERAGE DRAINAGE	AS SHOWN AS SHOWN	THIS PLAN THIS PLAN			
 HEAD & HUMPHREYS LAND CONSULTANTS Suite 3, 47 Railway Road P.O. Box 63, Blackburn 3130 Tel: 9875 8777 Fax: 9875 8778 e-mail: contact@hhsurvey.com.au				REF 6555-21 6555-21-SUB-0102.DWG 28-02-2017 02 ORIGINAL SHEET SIZE: A3 SHEET 1 OF 5 SHEETS		
Digitally signed by: Jason Ollerenshaw (Head and Humphreys Pty Ltd), Surveyor's Plan Version (02), 28/02/2017				PLAN REGISTERED TIME: 17:14 B.J.S. DATE: 15/06/17 Assistant Registrar of Titles		

PLAN OF SUBDIVISION

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P.O. Box 63, Blackburn 3130
Tel: 9875 8777 Fax: 9875 8778
e-mail: contact@hhsurvey.com.au
ABN 80 005 516 169

SCALE: 1:750

LENGTHS ARE IN METRES

BEE 6555-21 6555-21-SUB-0102.DWG 28.03.2017

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Humphreys Pty Ltd),
Surveyor's Plan Version (02),
28/02/2017

ORIGINAL SHEET	SHEET 2
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City of Wodonga,
10/03/2017,
SPEAR Ref: S080126P

SHEET 2

PLAN OF SUBDIVISION

LV USE ONLY

PS 736953K

CREATION OF RESTRICTION

The registered proprietor for the time being of the burdened land shall comply with the restrictions.

For the purpose of these restrictions in the case of a lot having a street adjacent to two boundaries, the front boundary shall be deemed to be the shorter of those two boundaries.

RESTRICTION A. (Building Envelope Controls)

Land to be benefited - Lots 2101 to 2109 (both inclusive), lots 2127 to 2129 (both inclusive) and lots 2142 to 2147 (both inclusive) on this plan that have a common title boundary with a burdened lot.

Land to be burdened - Lots 2101 to 2109 (both inclusive), lots 2127 to 2129 (both inclusive) and lots 2142 to 2147 (both inclusive).

Description of Restriction.

No buildings allowed on the burdened lots unless the building conforms with the restrictions contained in Memorandum of Common Provisions registered in dealing No. AA1183 incorporated in this plan or written consent has been obtained from the benefiting lot owner of the lot adjacent to the boundary directly affected by the building envelope restriction. The building envelopes referred to in the Memorandum of Common Provisions are shown on the sheets 4 and 5.

Encroachment of dwellings into the street setback also requires the written consent of Council.

Clause 4 Memorandum of Common Provisions does not apply to garages, carports, stores, non-overlooking decks and pergolas.

Where any consolidation or boundary re-alignment between lots requires alteration to the building envelopes along the consolidated or re-aligned boundary, consent of the benefiting lots is not required.

Restriction A will lapse 31/12/2021.

RESTRICTION B.

Land to be benefited - Lots 2101 to 2109 (both inclusive), lots 2127 to 2129 (both inclusive) and lots 2142 to 2147 (both inclusive) on this plan that have a common title boundary with a burdened lot.

Land to be burdened - Lots 2101 to 2109 (both inclusive), lots 2127 to 2129 (both inclusive) and lots 2142 to 2147 (both inclusive).

Description of Restriction.

Except with the written consent of each and every registered proprietor of a benefiting lot on the Plan of Subdivision ("the Plan"), the registered proprietor or proprietors for the time being of any burdened lot on the Plan shall not at any time erect, construct, build or cause or permit to be erected, constructed or built on a lot:-

- (a) any pool or spa or plunge pool between the front boundary and the minimum setback specified in the relevant Building Envelope diagram on the sheets 4 and 5;
- (b) any dwelling house (including garage or carport) of which less than seventy-five (75%) of the external walls (excluding windows) is constructed of brick, brick veneer, stone, masonry, masonry veneer or exterior wallboards (other than wood having a smooth rendered finish);
- (c) any outbuildings other than a garage or carport having external walls constructed of materials other than brick, stone rendered concrete, concrete sheet, timber or coloured non-reflective metal;
- (d) any dwelling house with roof of other than masonry, slate, terracotta, coloured concrete or coloured non-reflective metal;
- (e) any dwelling house having external plumbing (storm water drainage down pipes excepted) which shall be visible from an adjoining street;
- (f) any garage or carport which is located in that half of the lot which is closest to the Main Street Frontage unless such garage or carport is attached to the dwelling and is constructed of materials of the same type and finish as the dwelling house.
In this restriction "Main Street Frontage" means the street frontage that allows the most direct access to the front door.

RESTRICTION B (Continued).

- (g) any garage or carport on a lot adjoining a side street unless clad of materials of the same type and finish as the dwelling house on that lot.

Restrictions B(a) to (e) will lapse 31/12/2026

Restrictions B(f) & (g) do not lapse

RESTRICTION C.

Land to be benefited - Lots 2101 to 2109 (both inclusive), lots 2127 to 2129 (both inclusive) and lots 2142 to 2147 (both inclusive) on this plan that have a common title boundary with a burdened lot.

Land to be burdened - Lots 2101 to 2107 (both inclusive), 2127, 2129 2142, 2145 and 2147 on this plan.

Description of Restriction.

Except with the written consent of each and every registered proprietor of a benefiting land on the Plan of Subdivision ("the Plan"), the registered proprietor or proprietors for the time being of any burdened lot on the Plan shall not at any time erect, construct, build or cause or permit to be erected, constructed or built on a lot:-

- (a) any dwelling house with a total floor area (excluding any verandah, carport or garage) of less than 175m².
- (b) any building other than a single dwelling house with the usual outbuildings. Where boundary re-alignment occurs between lots and the number of lots is not increased, consent of the benefiting lots is not required if each new lot is limited to a single dwelling.

RESTRICTION D.

Land to be benefited - Lots 2101 to 2109 (both inclusive), lots 2127 to 2129 (both inclusive) and lots 2142 to 2147 (both inclusive) on this plan that have a common title boundary with a burdened lot.

Land to be burdened - Lots 2108, 2109, 2128, 2143 and 2144 on this plan.

Description of Restriction.

Except with the written consent of each and every registered proprietor of a benefiting land on the Plan of Subdivision ("the Plan"), the registered proprietor or proprietors for the time being of any burdened lot on the Plan shall not at any time erect, construct, build or cause or permit to be erected, constructed or built on a lot:-

- (a) any dwelling house with a total floor area (excluding any verandah, carport or garage) of less than 150m².
- (b) any building other than a single dwelling house with the usual outbuildings. Where boundary re-alignment occurs between lots and the number of lots is not increased, consent of the benefiting lots is not required if each new lot is limited to a single dwelling.

Restrictions C and D will lapse 31/12/2026.

Note:

All residentially zoned lots within the White Box Rise estate must also comply with schedule 6 of the Design & Development overlay of the Wodonga Planning Scheme.



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28-02-2017**02**ORIGINAL SHEET
SIZE: A3

SHEET 3

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28/02/2017

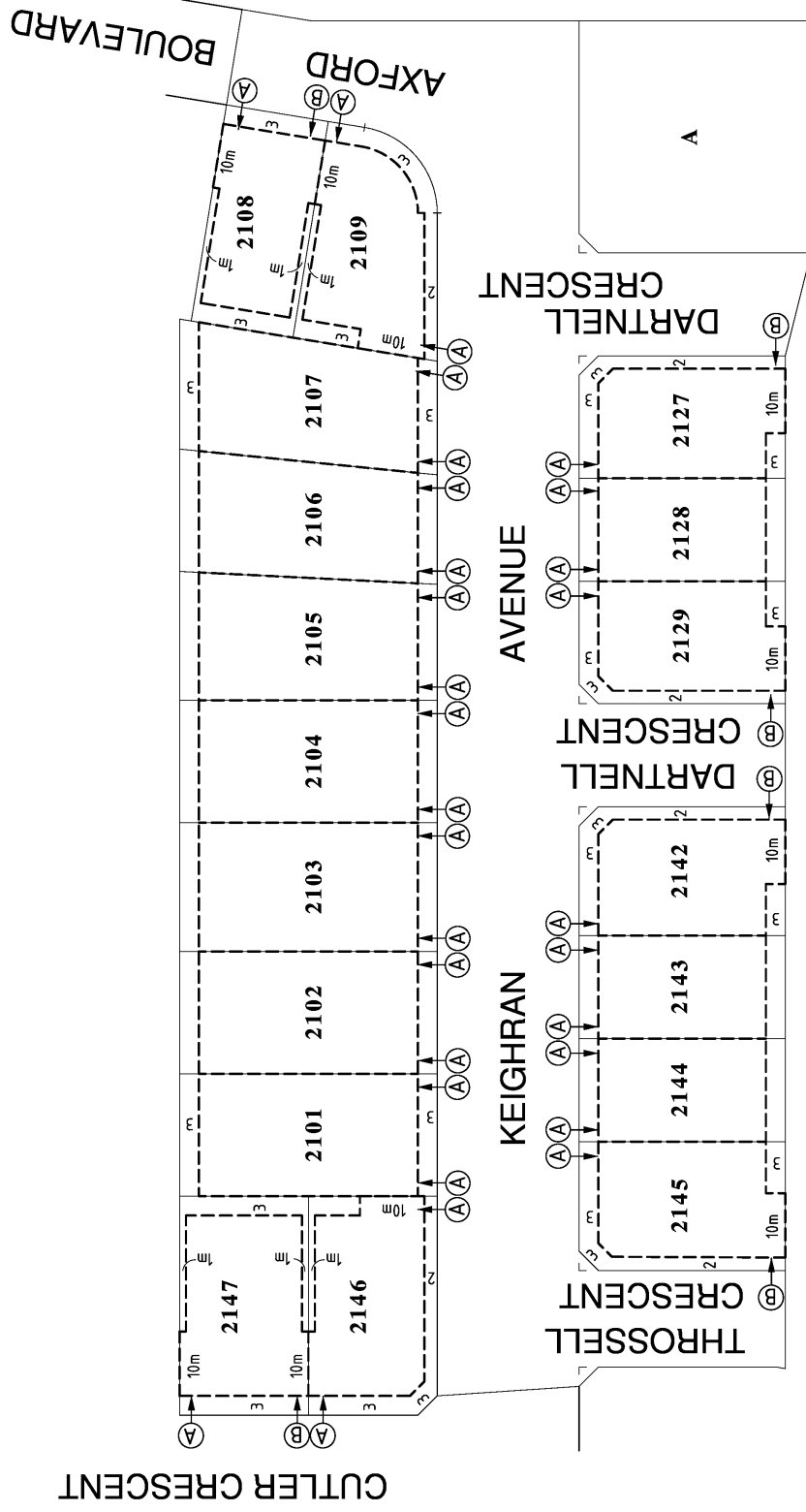
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City of Wodonga,
10/03/2017,
SPEAR Ref: S080126P

PLAN OF SUBDIVISION		LV USE ONLY	PS 736953K			
BUILDING ENVELOPE PROFILES (SEE RESTRICTIONS A & B)			LEGEND Single Storey Building Envelope Building to Boundary Zone Overlooking Zone Habitable room windows/raised open spaces are a source of overlooking Non Overlooking Zone Habitable room windows/raised open spaces are not a source of overlooking			
A STANDARD LOT 0°- 15° slope NORTH, EAST or WEST Boundary B STANDARD LOT 0°- 15° slope SOUTH Boundary			SEE SHEET 5 FOR PLAN			
BUILDING ENVELOPES DIAGRAM (SEE RESTRICTIONS A & B)			LEGEND 		NOTE: Buildings must not be erected over registered easements unless provided for by the easement or unless approval to do so is granted by the Relevant Authority.	
HEAD & HUMPHREYS LAND CONSULTANTS Suite 3, 47 Railway Road P.O. Box 63, Blackburn 3130 Tel: 9875 8777 Fax: 9875 8778 e-mail: contact@hhsurvey.com.au			REF 6555-21 6555-21-SUB-0102.DWG 28-02-2017		02 ORIGINAL SHEET SIZE: A3	SHEET 4
Digitally signed by: Jason Ollerenshaw (Head and Humphreys Pty Ltd), Surveyor's Plan Version (02), 28/02/2017			Digitally signed by: City of Wodonga, 10/03/2017, SPEAR Ref: S080126P			

PLAN OF SUBDIVISION

LV USE ONLY

PS 736953K



M.G.A. 94
ZONE 55



HEAD & HUMPHREYS
LAND CONSULTANTS

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e-mail: contact@hhsurvey.com.au

ABN 80 005 516 169

SCALE: 1:750

7.5 0 7.5 15 22.5 30

LENGTHS ARE IN METRES

REF 6555-21
6555-21-SUB-0102.DWG
28-02-2017

SHEET 5

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS736953K

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

[illegible]

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Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987



Lodged by

Name: HWL Ebsworth lawyers

Phone: 8644 3421

Address: 530 Collins Street, Melbourne 3000

Reference: 566195

Customer Code: 0985X

The responsible authority having made an agreement referred to in Section 181(1) of the Planning and Environment Act 1987 requires a recording to be made in the Register.

Land: volume 11686 folio 603 being lot T2 on PS736949A

Responsible authority: Wodonga City Council of 104 Hovell Street, Wodonga 3690

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

A copy of the agreement is attached to this application.

Date:  11/5/2017.

Signature for responsible authority:

Name of officer: (full name) JOHN SIDGWICK

HWL EBSWORTH

LAWYERS

Deed of Agreement

**Under s173 of the
Planning and Environment Act 1987**

Wodonga City Council

and

Perpetual Trustee Company Limited

AN846211J



Ref: 611510

Doc ID 408028343/v1

Level 26, 530 Collins Street, Melbourne VIC 3000
Australia

PO Box 3, Collins Street West VIC 8007 Australia
DX 564 Melbourne

Telephone +61 3 8644 3500

Facsimile 1300 365 323 (Australia) +61 3
9034 3257 (International)
hwlebsworth.com.au

AN846211J

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Deed of Agreement



Date

Parties

Wodonga City Council

of 104 Hovell Street, Wodonga Victoria 3690

(Council)

Perpetual Trustee Company Ltd

of Level 12, 123 Pitt Street, Wodonga Victoria 3690

(Owner)

Recitals

- A. Council is the Responsible Authority pursuant to the Act for the administration and enforcement of the Planning Scheme, which applies to the Subject Land.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land, which is the land over which this Agreement is intended to be registered.
- C. A number of planning permits have been granted by the Responsible Authority which allow for the subdivision of the Subject Land and the creation of several reserves (**Planning permits**). The Planning permits have allowed the creation of several lots which could accommodate a dwelling.
- D. On 1 February 2017 Council issued Planning Permit 187/2014/A which includes the following at condition 31:

Before the statement of compliance is issued under the Subdivision Act 1988 the owner must enter into an agreement with the responsible authority under Section 173 of the Planning and Environment Act 1987. The Agreement must:

- State that it has been prepared for the purpose of an exemption from a planning permit under Clause 44.06-1 of the Wodonga Planning Scheme.*
- Incorporate the plan prepared in accordance with Clause 52.47-2.4 of this planning scheme and approved under*

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this permit.

- *State that if a dwelling is constructed on the land without a planning permit that the bushfire mitigation measures set out in the plan incorporated into the agreement must be implemented and maintained to the satisfaction of the responsible authority on a continuing basis.*

The land owner must pay the reasonable costs of the preparation, execution and registration of the Section 173 Agreement.

- E. The Owner has identified a number of bushfire mitigation measures which reflect the requirements of Clause 44.06 Bushfire Management Overlay and Clause 52.47 of the Planning Scheme.
- F. It is intended that this Agreement would satisfy any requirement that an agreement would provide an exemption from a planning permit pursuant to Clause 44.06-1 of the Planning Scheme.
- G. At the date of this Agreement, the Subject Land is encumbered by Mortgage number AD828412M in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- H. The Parties have agreed to enter into this Agreement:
 - (a) to give effect to the requirements of the Planning Permit; and
 - (b) to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

This deed witnesses that in consideration of, among other things, the mutual promises contained in this deed the parties agree as follows:

1. Definitions and interpretation clauses

1.1 Definitions

In this deed the following definitions apply:

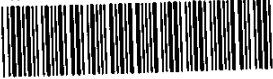
AFML means Abacus Funds Management Limited ACN 007 415 590.



Act	means the <i>Planning and Environment Act 1987</i> (Vic).
Agreement	means this Deed of Agreement and any Agreement executed by the Parties expressed to be supplemental to this Agreement.
Bushfire Management Overlay or BMO	means the Bushfire Management Overlay or Wildfire Management Overlay referred to in the Planning Scheme.
Business Day	means a day that is not a Saturday, Sunday or public holiday in Wodonga.
Claim	means any claim, action, proceeding or demand made against the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
Custodian	means Perpetual Trustee Company Limited ACN 000 001 007
Custody Agreement	means the custody agreement between the Custodian and AFML in regard to the Trust dated 16 May 2005, as amended from time to time
Loss	means any loss, damage, cost, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
Future Residential Lot	means any lot approved for the purpose of a dwelling under the Planning Permit.
Mitigation Plan	means the mitigation plan at Appendix 1 of this Agreement, as amended from time to time showing bushfire mitigation measures prepared in accordance with Clause 52.47-2.4 of the Planning Scheme and referred to in the Planning Permit.
Mortgagee	means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Subject Land or any part of it.
Owner	means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the Subject Land or any

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LAWYERS

part of it and includes a Mortgagee-in-possession.

Party or Parties	means the Owner and Council under this Agreement as appropriate.
Planning Permits	means the Planning Permits referred to in Recital D of this Agreement
Planning Scheme	means the Wodonga Planning Scheme and any other Planning Scheme which applies to the Subject Land.
Subject Land	means that part of the land known as White Box Rise Estate in Victoria Cross Parade, Wodonga being the lands referred to in certificate of title volume 11686 folio 603 being lot T2 on PS736949A and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.
Trust	means Abacus Wodonga Land Fund.
VCAT	means the Victorian Civil and Administrative Tribunal.

1.2 Interpretation

- (a) In this document, unless the context otherwise requires:
- (i) The singular includes the plural and vice versa.
 - (ii) A reference to a gender includes a reference to each other gender.
 - (iii) A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
 - (iv) If a Party consists of more than one person this Agreement binds them jointly and each of them severally.
 - (v) A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
 - (vi) A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.

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- (vii) The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- (viii) Headings are for guidance only and do not affect the interpretation of this Agreement.
- (b) The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
 - (i) bind the Owner, its successors, transferees and permitted assigns, the registered proprietor or proprietors for the time being of the Subject Land; and
 - (ii) if the Subject Land is subdivided further, this Agreement must be read and applied so that each subsequent Owner of a lot is only responsible for those covenants and obligations which relate to that Owner's lot.

2. Owner's obligations

The Owner covenants and agrees that, if the BMO applies to the Land it must:

- (a) implement and maintain the bushfire mitigation measures shown in the Mitigation Plan for any dwelling on a Future Residential Lot to the satisfaction of the Responsible Authority on a continual basis, unless a separate planning permit has been issued for that dwelling pursuant to the BMO; and
- (b) implement and maintain any bushfire mitigation measures required under this Agreement at its own cost.

3. Further obligations

3.1 Notice and registration

The Owner will bring this Agreement to the notice of all prospective purchasers, Mortgagees, lessees, charges, transferees and assigns of the Subject Land.

3.2 Giving effect to this Agreement

The Owner will do all things necessary to give effect to this Agreement, including executing any further documents and will comply with its obligations under this Agreement.

3.3 Recording by Registrar of Titles

The Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject

Land in accordance with s181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgement or document or procuring the consent to this Agreement of any Mortgagee or caveator to enable the recording to be made in the Register under that section.

3.4 Council's costs to be paid

- (a) The Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.
- (b) If in dispute, Council may have the costs assessed by the Law Institute of Victoria Costing Service and the parties will be bound by any assessment, and the cost of any assessment will be paid equally by the parties.

4. Agreement under Section 173 of the Act

4.1 Agreement under the Act

Council and the Owner agree without limiting or restricting their respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

5. Owner's warranties

5.1 Owner's warranties

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person which has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

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6. Successors in title

6.1 Successors in title

Without limiting the operation or effect which this Agreement has, the Owner must ensure that until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

- (b) execute a deed agreeing to be bound by the terms of this Agreement.

7. Notices

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7.1 Service

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

- (a) by delivering it personally to that Party;
- (b) by sending it by prepaid post addressed to that Party at the address set out in this Agreement or subsequently notified to each Party from time to time; or
- (c) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending Party by hand delivery or prepaid post.

7.2 Time of service

A notice or other communication is deemed served:

- (a) if delivered, on the next following business day;
- (b) if posted, on the expiration of two business days after the date of posting; or
- (c) if sent by facsimile, on the next following business day unless the receiving Party has requested retransmission before the end of that business day.

8. Miscellaneous

8.1 Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

8.2 Default

- (a) If the Owner fails to comply with the provisions of this Agreement, Council may serve a notice on the Owner specifying the works, matters and things in respect of which the Owner is in default.
- (b) If the alleged default continues for 30 days after the service of such notice, Council may, by its officers, employees, agents and contractors, enter the Subject Land and ensure that the works, matters and things are carried out.

- (c) The costs incurred by the Council in undertaking the works as a result of the Owner's default will be payable by the Owner.

8.3 Multiple lots

If this Agreement relates to more than one lot and the Owner of that lot has complied with all of the obligations in relation to that lot, the Owner of that lot may request Council to end this Agreement in relation to that lot.

8.4 Application to Registrar

As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under s183(2) of the Act to cancel the recording of this Agreement on the register.

8.5 No fettering of Council's powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

8.6 No waiver

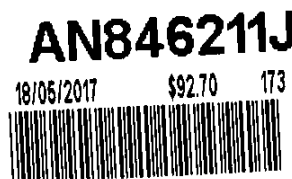
- (a) Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

8.7 Severability

- (a) If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.
- (b) Clause 8.7(a) will not apply if to do so will materially affect the commercial arrangement formed by this Agreement.

8.8 Proper law

This Agreement is governed by and the Owner submits to the laws of the State of Victoria.



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9. Limitation of Liability

9.1 Custodian's Limitation of Liability

- (a) The Custodian enters into this Agreement as agent of AFML (and AFML's capacity and liability are regulated by clause 9.2). The Custodian can act only in accordance with the terms of the agreement under which it is appointed as AFML's agent and is not liable under any circumstances to any party under this Agreement. This limitation of the Custodian's liability applies despite any other provision of this Agreement and extends to all liabilities and obligations of the Custodian in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Agreement.
- (b) The Custodian is not obliged to do or refrain from doing anything under this Agreement (including, without limitation incur any liability) unless the Custodian's liability is limited in the same manner as set out in this clause 9.1.
- (c) No attorney, agent, receiver or receiver and manager appointed in accordance with this Agreement has authority to act on behalf of the Custodian in any way which exposes the Custodian to any liability.
- (d) If, whether by the express provisions of this Agreement or by implication of law, the Custodian makes or is taken to have made any representation or warranty then, except for the representations and warranties that can only be within the Custodian's actual corporate knowledge, those representations and warranties are taken to have been made by AFML.

9.2 AFML's Limitation of Liability

- (a) AFML is liable under this Agreement only in its capacity as trustee of the Trust (and, if the Trust is a registered managed investment scheme, as responsible entity for that scheme). The liability of AFML arising under or in connection with this Agreement is limited to and can be enforced against AFML only to the extent to which it can be satisfied out of property of the Trust out of which AFML is actually indemnified for the liability.
- (b) This limitation of AFML's liability:
 - (i) applies despite any other provision of this Agreement and extends to all liabilities and obligations of AFML in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Agreement; and
 - (ii) survives termination of this Agreement.
- (c) The parties other than AFML may not sue AFML in any capacity other than as trustee of the Trust (and if the Trust is a registered managed investment scheme, as responsible entity for that scheme), including seek the appointment of a receiver (except in relation to property of the Trust), a liquidator, an

administrator or any similar person to AFML or prove in any liquidation, administration or arrangement of or affecting AFML (except in relation to property of the Trust).

- (d) The provisions of this clause do not apply to any obligation or liability of AFML to the extent that it is not satisfied because under the constitution establishing the Trust or by operation of law there is a reduction in the extent of AFML's indemnification out of the assets of the Trust, as a result of AFML's fraud, negligence or breach of trust.
- (e) For the purposes of clause 9.2(d), AFML will not be treated as having been negligent or having acted in breach of trust to the extent to which any failure by AFML to satisfy its obligations under this Agreement has been caused or contributed to by a failure by the Custodian of the Trust property (or its delegate) or any other person to fulfil its obligations in relation to the Trust or any other act or omission of that Custodian (or its delegate) or any other person.

9.3 Authority, Direction and Obligations of AFML

- (a) AFML:
 - (i) irrevocably authorises, instructs and directs the Custodian to enter into and perform; and
 - (ii) agrees to:
 - (A) give all instructions and directions reasonably required so that the Custodian can continue to perform;
 - (B) obtain each approval or waiver reasonably required (other than the Custodian's own corporate authorisations and approvals) for the Custodian to enter into and perform; and
 - (C) indemnify the Custodian against any cost, expenses, loss or liability incurred or to be incurred by the Custodian in entering into or performing
- the Custodian's obligations under and in connection with the Custody Agreement.
- (b) AFML agrees not to give the Custodian any instruction or direction that, if complied with, would cause the Custodian to breach any of its obligations under or in connection with the Custody Agreement or any law.

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Schedule - Mortgagee consent



Executed as a deed

AN846211J



Executed by Perpetual Trustee Company Limited in accordance with section 127(1) of the Corporations Act 2001 (Cth) by:
POA DATED 18/09/2014

R Woodward
Signature of ~~Director~~ *WITNESS*

RENEE WOODWARD
Full name (print)

Trent Franklin
Signature of ~~Director/Company Secretary~~ *ATTORNEY*
Trent Franklin
Manager Custody
Full name (print)

SIGNED, SEALED AND DELIVERED by
and on behalf of **Wodonga City Council** in
accordance with instrument of delegation

Anna Speedie
Witness Signature *Councillor*

ANNA SPEEDIE.
Witness Name

John Kenneth Watson
Witness Signature *Councillor*

John Kenneth Danton Watson
Witness Name

[Signature]
CLO



Appendix 1 - Mitigation Plan

Bushfire mitigation measures were recommended in the Bushfire Management Statement (March 2017) prepared by Terramatrix. The bushfire mitigation measures must be implemented and maintained on the identified lots as set out in the tables below:

Stage 21

Lot number	Bushfire Attack Level*	Dedicated water supply (fire fighting purposes)	Defendable space
2101	BAL - 12.5	2,500 litres (non-combustible)	Not required on lot
2102	BAL - 12.5	2,500 litres (non-combustible)	Not required on lot
2103	BAL - 12.5	2,500 litres (non-combustible)	Not required on lot
2104	BAL - 12.5	2,500 litres (non-combustible)	Not required on lot
2105	BAL - 12.5	2,500 litres (non-combustible)	Not required on lot
2106	BAL - 12.5	2,500 litres (non-combustible)	Not required on lot
2107	BAL - 12.5	2,500 litres (non-combustible)	Not required on lot
2108**	BAL - 19	2,500 litres (non-combustible)	Not required on lot
2109**	BAL - 19	2,500 litres (non-combustible)	Not required on lot
2127	BAL - 12.5	2,500 litres (non-combustible)	Not required on lot
2128	BAL - 12.5	2,500 litres (non-combustible)	Not required on lot
2129	BAL - 12.5	2,500 litres (non-combustible)	Not required on lot
2142	BAL - 12.5	2,500 litres (non-combustible)	Not required on lot
2143	BAL - 12.5	2,500 litres (non-combustible)	Not required on lot
2144	BAL - 12.5	2,500 litres (non-combustible)	Not required on lot
2145	BAL - 12.5	2,500 litres (non-combustible)	Not required on lot
2146	BAL - 12.5	2,500 litres (non-combustible)	Not required on lot
2147	BAL - 12.5	2,500 litres (non-combustible)	Not required on lot

* An alternative Bushfire Attack Level (BAL) may be implemented if that alternative BAL is consistent with the outcome of a site assessment which has been completed in accordance with *AS3959:2009 Construction of buildings in bushfire prone areas* (Standards Australia) and approved by the relevant building surveyor.

** A BAL – 12.5 is available on the subject allotment if the front setback of the proposed dwelling is greater than or equal to 4m from the eastern lot boundary.

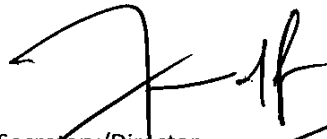


Mortgagee's Consent



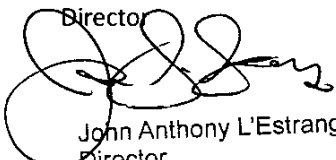
Abacus Finance Pty Ltd ACN 079 529 909 as Mortgagee of registered Mortgage No AD828412M consents to Perpetual Trustee Company Limited entering into the Deed of Agreement Under s173 of the Planning and Environment Act 1987 with Wodonga City Council (**Agreement**) and agrees to be bound by the terms and conditions of that Agreement as if it were the owner of the Subject Land (as that term is defined in that Agreement).

EXECUTED by ABACUS FINANCE PTY LTD ACN)
079 529 909 in accordance with s127 of the)
Corporations Act 2001 (Cth):)
)


Secretary/Director

Frank Michael Wolf
Director

Print name of signatory


Director

John Anthony L'Estrange
Director

Print name of signatory

Created at 03 September 2026 03:08 PM

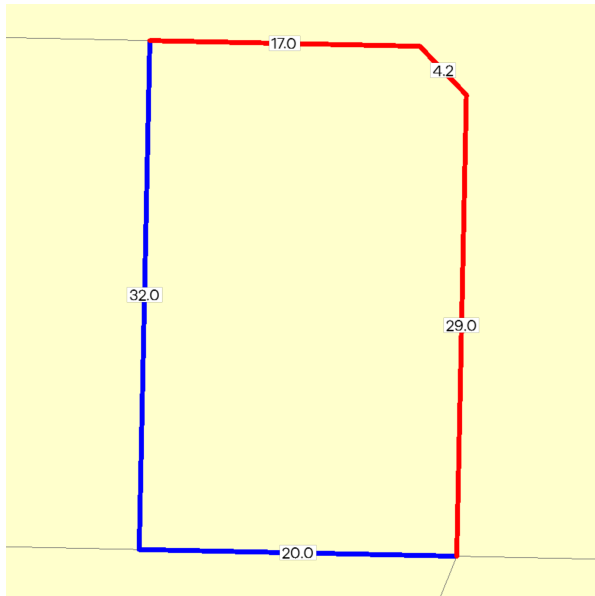
PROPERTY DETAILS

Address: **9 KEIGHRAN AVENUE WODONGA 3690**
Lot and Plan Number: **Lot 2142 PS736953**
Standard Parcel Identifier (SPI): **2142\PS736953**
Local Government Area (Council): **WODONGA**
Council Property Number: **325984**
Directory Reference: **Vicroads 653 N10**

www.wodonga.vic.gov.au

SITE DIMENSIONS

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



Area: 635 sq. m

Perimeter: 102 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
Legislative Assembly: **BENAMBRA**

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.

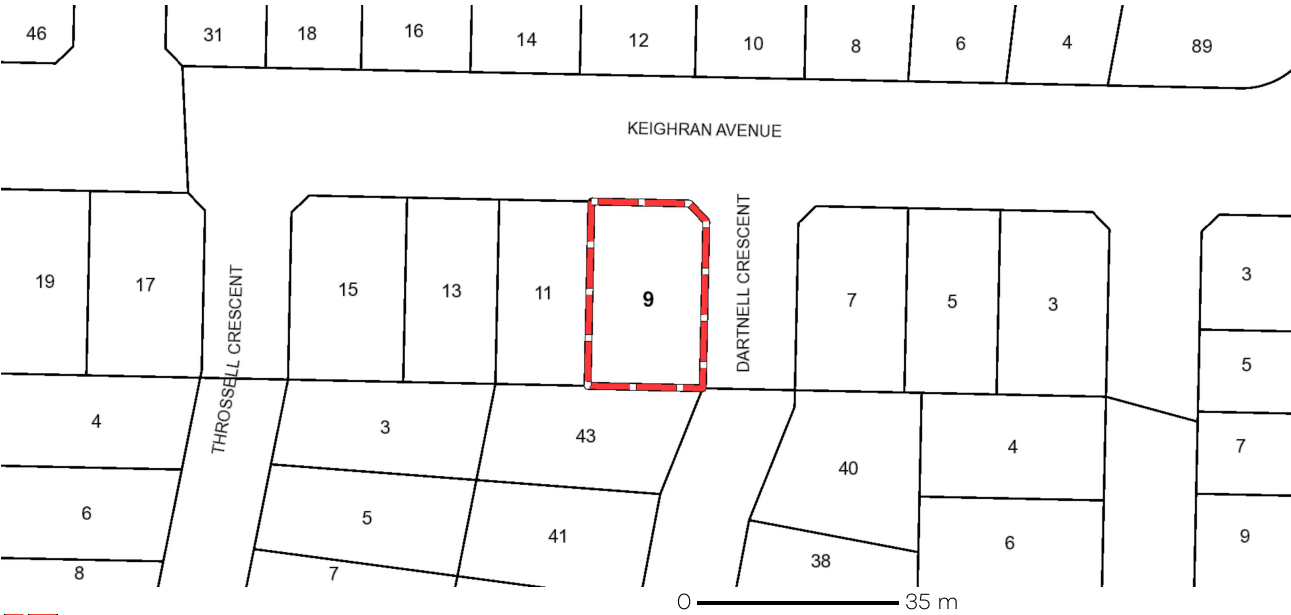
The Planning Property Report for this property can found here - [Planning Property Report](#)

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



 Selected Property

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 03 September 2026 03:08 PM

PROPERTY DETAILS

Address: **9 KEIGHRAN AVENUE WODONGA 3690**
Lot and Plan Number: **Lot 2142 PS736953**
Standard Parcel Identifier (SPI): **2142\PS736953**
Local Government Area (Council): **WODONGA**
Council Property Number: **325984**
Planning Scheme: **Wodonga**
Directory Reference: **Vicroads 653 N10**

www.wodonga.vic.gov.au

[Planning Scheme - Wodonga](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
Legislative Assembly: **BENAMBRA**
Registered Aboriginal Party: **None**

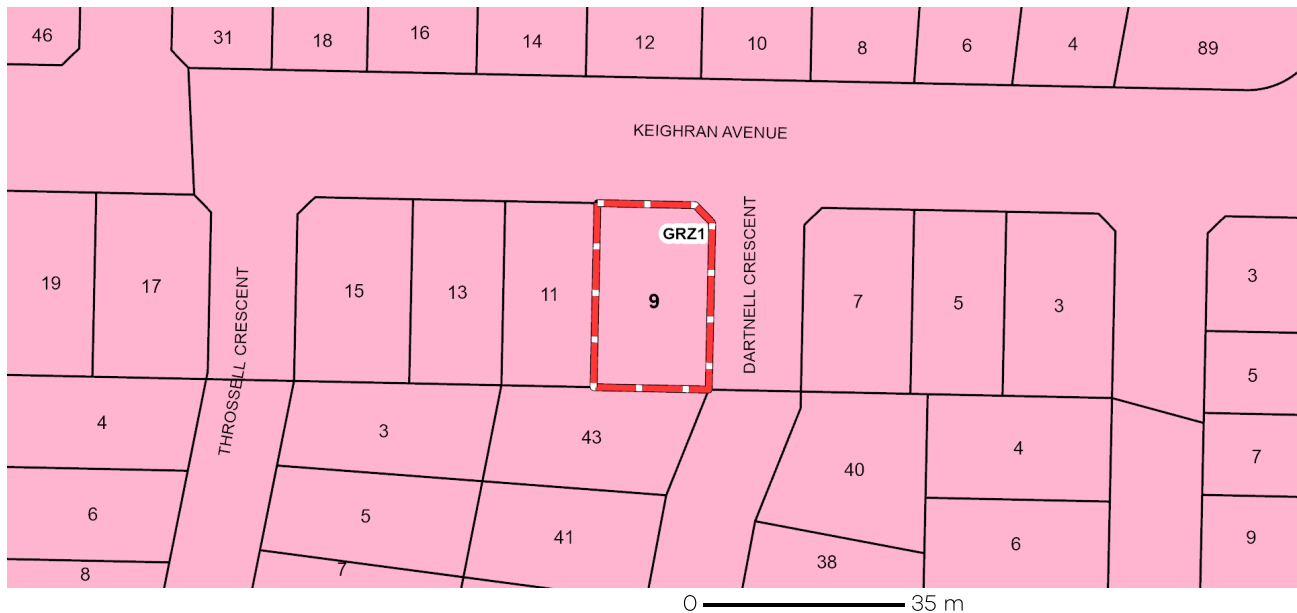
Fire Authority: **Fire Rescue Victoria & Country
Fire Authority**

[View location in VicPlan](#)

Planning Zones

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

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



GRZ - General Residential

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

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

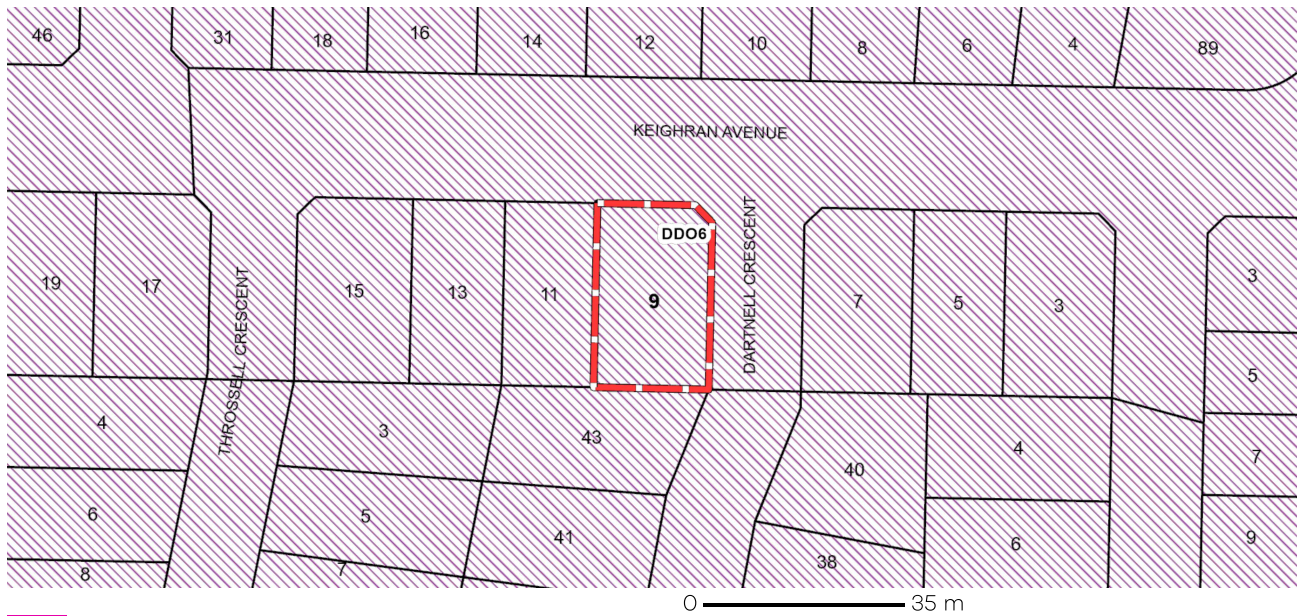
PLANNING PROPERTY REPORT: 9 KEIGHRAN AVENUE WODONGA 3690

Page 1 of 4

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 6 (DDO6)

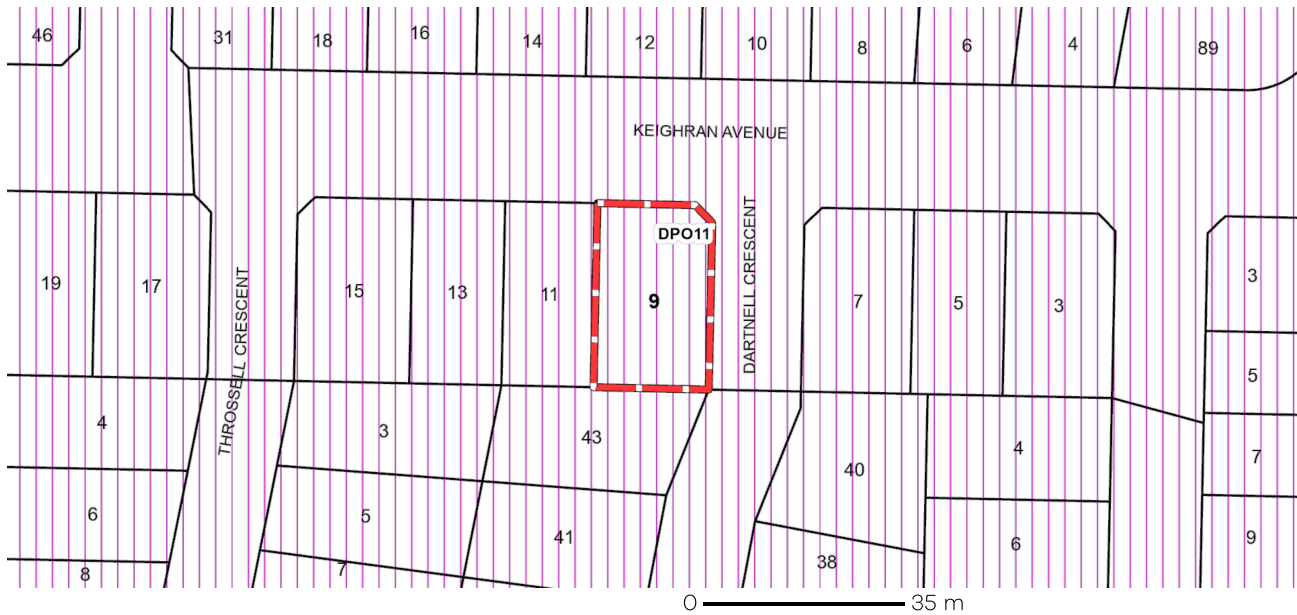


 **DDO - Design and Development Overlay**

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 11 (DPO11)



 **DPO - Development Plan Overlay**

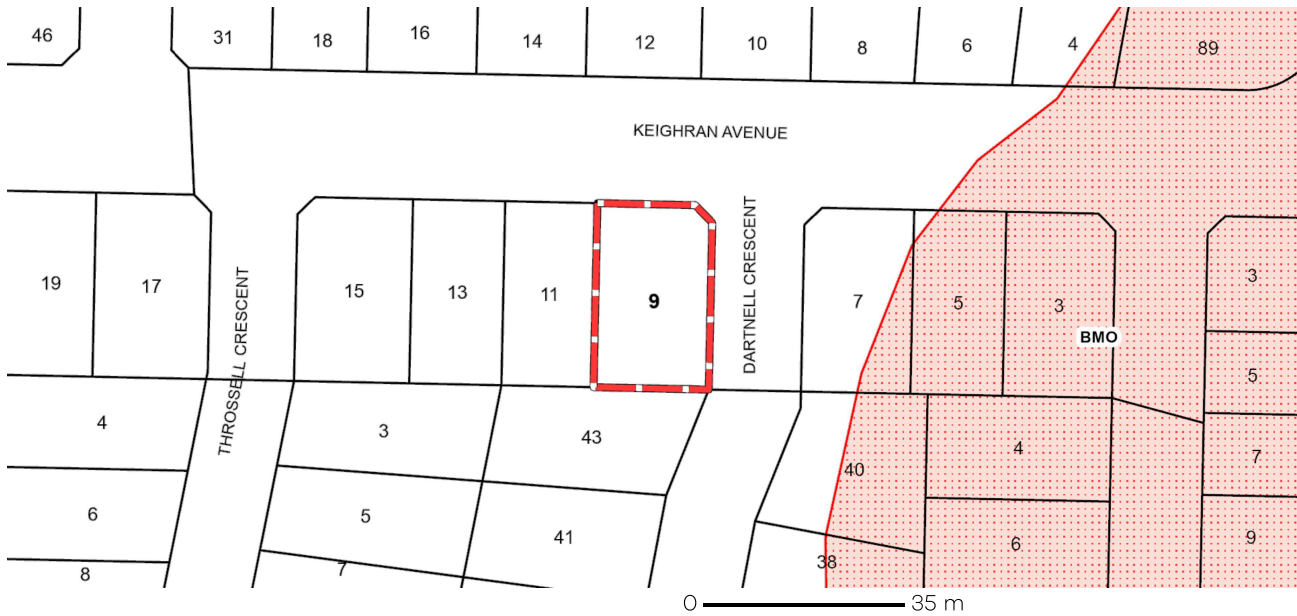
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

BUSHFIRE MANAGEMENT OVERLAY (BMO)



 BMO - Bushfire Management Overlay

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 28 August 2026.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

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

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

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

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

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

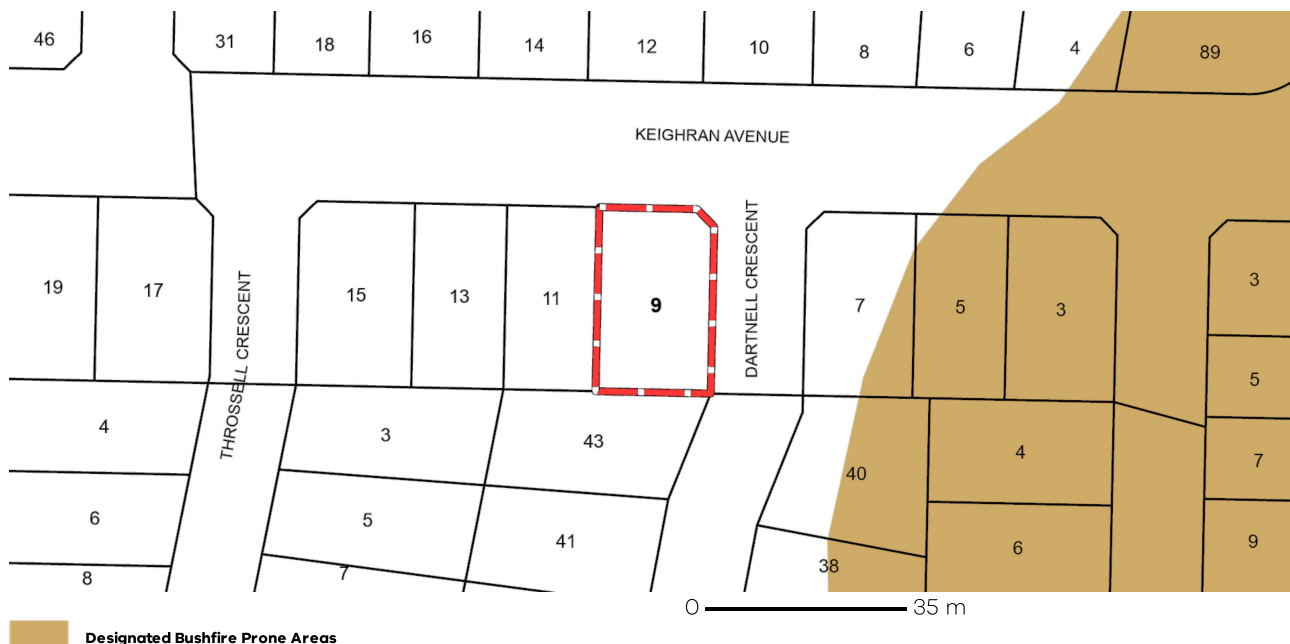
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

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

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



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

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

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

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

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

Native Vegetation

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

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

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



Rates and Valuation Notice

For the period 1 July 2026 to 30 June 2027

Tax Invoice

ABN: 63 277 160 265

104 Hovell St, Wodonga, VIC 3690
Phone: (02) 6022 9300 or 1300 792 795
wodonga.vic.gov.au

Issue date 18/08/2026

Assessment number
628540 7

Total of rates and charges:

\$2,854.10

Pay by 4 instalments

Instalment 1 **\$713.60**
DUE 30/09/2026

Instalment 2 **\$713.50**
DUE 30/11/2026

Instalment 3 **\$713.50**
DUE 01/03/2027

Instalment 4 **\$713.50**
DUE 31/05/2027

Penalty interest rate of 10% will apply if payment
not made by instalment due date
- see reverse for details.

Council rates and charges

Rates residential occupied @ 0.0033033 of CIV	\$2,213.20
Garbage charge 3 bins service	\$285.00
Waste management levy	\$101.00

Rates and charges	\$2,599.20
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Payments received to 07/08/2026 are reflected on this notice.

State Government charges

Emergency Services & Volunteers Funding (ESVF) Levy @ 0.0001730 of CIV + \$139	\$254.90
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State Government charges	\$254.90
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Your property

Owners:	MR M K JAMANA & MRS A K JAMANA
Address:	9 KEIGHRAN AVENUE, WODONGA VIC 3690

Area:	0.0636 Hectares
Valuation code (AVPCC):	110.1 - Detached Home - Unspecified

Emergency Services & Volunteer Fund Category:	Residential
Capital Improved Value (CIV):	\$670,000
Site Value:	\$190,000
Net Annual Value:	\$33,500
Valuation date:	01/01/2026
Title description:	LOT 2142 PS736953 CT-1890/024

TOTAL	\$2,854.10
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Please see reverse of form for payment options



Billers Code: 293241
Ref No.: 628 540 7

BPAY® this payment via Internet or phone banking.



Billpay Code: 2301
Ref: 6285 407

Pay in-store at Australia Post, online at auspost.com.au/postbillpay, by phone 13 18 16 or via AusPost app

RATEPAYER: MR M K JAMANA and MRS A K JAMANA

PROPERTY: 9 KEIGHRAN AVENUE, WODONGA

RATE ASSESSMENT NO: 628540 7



Full Payment *2301 6285407



Instalment Payment *2301 6285407



For emailed notices: wodonga.enotices.com.au Reference No: C134BF0A3T
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Balance

\$2,854.10

First Instalment
30/09/2026

\$713.60

Cut-off and retain voucher

Wodonga Resource Recovery Centre Voucher

This voucher permits the deposit of up to one cubic metre of waste or green waste at no charge (excludes tyres, mattresses and solar panels). More information wod.city/RRC

Valid September 1, 2026 to August 31, 2027



20266285401

Cut-off and retain voucher

Wodonga Resource Recovery Centre Voucher

This voucher permits the deposit of up to one cubic metre of waste or green waste at no charge (excludes tyres, mattresses and solar panels). More information wod.city/RRC

Valid September 1, 2026 to August 31, 2027



20266285402

Information for rate payers

Basis of assessment

Council uses the Capital Improved Value (CIV) system of valuation.

The following rates and charges apply:

- General rates, calculated by applying the capital improved value of a property by a rate in the dollar
- A waste management levy applying to all occupied residential, commercial and industrial properties
- An annual service charge for the collection and disposal of refuse from residential properties

Valuation

The values described elsewhere in this notice were assessed as at January 1, 2026. The valuation may be used for the purposes of a rate or tax levied by another authority.

Emergency Services and Volunteers Funding Levy

The Emergency Services and Volunteers Funding (ESVF) levy is collected by Council on behalf of the Victorian Government.

Council has formally opposed the enforced ESVF levy and does not support collecting the ESVF levy for the Victorian Government. While it currently has a legal obligation to collect the ESVF levy, and you have a legal obligation to pay it, Council is advocating for our region against the ESVF levy.

Please refer to sro.vic.gov.au/esvf for further information about this Victorian Government levy.

Rate cap

Council has complied with the Victorian Government's rate cap of 2.75 per cent by adopting a 2.38 per cent rate rise. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- The valuation of your property relative to the valuation of other properties in the municipal district;
- The application of any differential rate by Council; or
- The inclusion of other rates and charges not covered by the Victorian Government's rate cap

Manner of payment

Council rates and charges are payable in four instalments specified on the front of this notice. Instalment notices will be issued for the second, third and fourth instalments. You can pay any or all instalments in advance of their due dates.

Penalties for failure to pay

Interest will be charged for failing to pay rates and charges on time. Any instalment payment not received by Council by its due date will be charged interest from the due date of that instalment. Interest will continue to accrue until the outstanding amount and interest is paid in full. The maximum rate of interest is 10 per cent under section 2 of the *Penalty Interest Rates Act 1983*, which is the rate that applied on July 1, 2026.

All payments will be allocated in the following order:

1. Legal costs;
2. Interest charges;
3. Arrears; and
4. Current rates and charges

Payment plans

If you are having difficulty in making payment by the due date shown on this notice, please contact the Customer Experience Team on (02) 6022 9300, at info@wodonga.vic.gov.au or wodonga.vic.gov.au/Online-Services. You may apply for and/or discuss the preparation of a suitable personalised payment plan.

Hardship and financial hardship

If you are experiencing hardship or financial hardship, you may apply to Council for assistance with your rates and charges. This may include a payment arrangement, deferral, or waiver of rates, charges or penalty interest, depending on your circumstances.

Information about hardship assistance and how to apply is available on Council's website.

Rights of objection to rate, charge or valuation

Objection to rate or charge

A ratepayer has the right under the Local Government Act 1989 to:

1. Apply to the Victorian Civil and Administration Tribunal under section 183 of the Act for a review of the differential rating category into which their property has been placed; and,
2. Appeal to the County Court under section 184 of the Act, on one of the limited grounds set out in that section.

The appeal must be lodged in both instances within 60 days after first receiving written notice of the rate or charge. The grounds for appealing and the procedure for making an application, are set out in the respective sections listed above.

Objection to valuation

A person aggrieved by an assessment of the value of any land may lodge a written objection with Council. This must be done within **two months** after this notice is given, and must contain specified information (see section 16 of the *Valuation of Land Act 1960*). The grounds for objection are limited (see section 17 of the *Valuation of Land Act 1960*).

Pension concession

If you hold a current pension concession card or Veteran Affairs Gold Card (War Widow or TPI), you may be eligible for a rebate on your main residence. For those persons still eligible, the amount of the concession is already shown on this notice. Health Care Card holders are not eligible for a rebate.

Privacy information

Any personal information disclosed on this form has been collected by Council for the purpose of management of rateable properties and production of a municipal voters' roll. This information will be used solely by Council for that primary purpose and will not be disclosed to any other party other than in accordance with law.

Change of address/ownership

Generally, the owner of a property is liable for rates. It is important, then, that Council is notified about ownership details. This should occur at the time of transfer of the property. Penalties apply for a failure to submit a Notice of Acquisition.

Differential rate comparison

Council has classified the land described on the front of the notice for differential rating purposes. The classification is shown on the front of the notice.

Legislation requires all notices such as this show owner details and calculations for your property in each of the differential rating categories:

Residential, Commercial, Industrial, Occupied, Vacant, Rural, Development Use and Society/social club land.

See the table below for these details.

Residential Occupied Land	0.0033033	\$2,213.20
Commercial/Industrial Occupied Land	0.0052853	\$3,541.15
Rural - Farming	0.0023123	\$1,549.20
Rural - Non Farming	0.0033033	\$2,213.20
Development Use Land	0.0067718	\$4,537.10
Residential/Commercial/Industrial Vacant Land	0.0066066	\$4,426.40
Society/Social Club Land	0.0030721	\$2,058.30

*What is displayed is an indication of Council's alternative rate differentials had the property been classified as one of these for 2026-2027.

PAYMENT OPTIONS



BPAY

Pay via internet or phone banking using the Biller Code and BPAY reference number as detailed on the front of your notice.



Phone

Phone 13 18 16 to pay via Post Billpay using the Billpay Code and reference number as detailed on the front of your notice.



Mail

Detach payment slip and mail with payment to: Wodonga Council, PO Box 1700, Wodonga, VIC 3689. Make cheques payable to: 'Wodonga City Council'



Online

Pay online at wod.city/payRA using the assessment number as detailed on the front of your notice.



Australia Post

Pay in-person at any Australia Post office, online at postbillpay.com.au or via AusPost app using the Billpay Code and reference number as detailed on the front of your notice.



In person

Pay in-person at Wodonga Council customer service, 104 Hovell St, Wodonga. Monday to Friday, 8.30am to 5pm.

Direct debit

Is available for instalment payments as follows:

- Four instalments on the dates on the front of this notice; or,
- Nine instalments on 20th day of September, October, November, December, January, February, March, April and May.

Direct debit request and agreement forms can be obtained at the council offices or via wodonga.vic.gov.au/rates-payments



Printed on recycled paper.

TAX INVOICE

Date of issue: 24 Jul 2026
Next reading expected:

M K & A K JAMANA
6/519 SCHUBACH STREET
ALBURY NSW 2640

Customer Reference
CON-00031964

Amount due
\$139.06

Pay by
21 Aug 2026

Service address: 9 KEIGHRAN AVENUE WODONGA VIC

Opening balance	\$134.26
Total payments/credits received up to 23 Jul 2026	-\$134.26
Balance	\$0.00

Current charges	
Service charges	\$139.06

Total	\$139.06
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Total amount due	\$139.06
Total includes GST of	\$0.00

How to Pay

Prefer an email bill?
Visit newater.com.au/ebills



Online
auspost.com.au/postbillpay
Billers Code:0331
Ref. Number:12510335115



Phone via Post Billpay
13 18 16



In Person
Australia Post outlets



*33112510335115



Bpay/Bpay View
Use your bank's telephone or online service
Billers Code:3004
Ref. Number: 12510335116



Centrepay
Call us to set-up Centrepay automatic payments
Ref. Number:12510335115



Direct Debit
Call us or apply online via our website

Invoice Details

Service Charges - 24 Apr 2026 to 24 Jul 2026	
Sewerage Service Charge (24 days @ 88.89c)	\$21.33
Water Service Charge 20mm (24 days @ 77.11c)	\$18.50
Sewerage Service Charge (68 days @ 78.21c)	\$53.18
Water Service Charge 20mm (68 days @ 67.72c)	\$46.05

Information

-  **Contact:** General: 1300 361 622 | Billing: 1300 361 633 | Emergencies & Faults: 1300 361 644 | Email: info@newater.com.au
-  **Change of address:** Please notify us of any change of address, ownership or occupancy within 14 days.
-  **Pension rebate and concessions:** Contact us if you think you may be eligible for a concession.
-  **Payment assistance:** If you are having difficulty paying your bill, we can help. Call us on 1300 361 633.
-  **Complaints:** Call us on 1300 361 633. The Energy and Water Ombudsman (Victoria) can also assist on 1800 500 509.
-  **Privacy information:** We respect your right to privacy. Details are provided on our website.
-  **Communication assistance:** For people who are deaf or have a hearing or speech impairment visit relay.service.gov.au. For interpreter or translation services call 13 14 50.

Visit newater.com.au for more information

SPLASH

North East Water News Jul-Sep 2026



Welcome to the latest issue of Splash.

New water and sewer prices approved.

The Essential Services Commission (ESC) has completed its independent review and approved our prices for the next five years.

We thank the thousands of customers who took part in our engagement program over the past two years to help develop our price submission. Your feedback has helped shape our prices and the investments we'll make for our region.

From 1 July 2026, prices for water and sewerage services have increased.

Over the next five years, our prices will remain on par with, or below, the average across regional Victorian water corporations. This builds on our strong track record of delivering some of the lowest water bills in regional Victoria for more than a decade.

During this period, we'll invest \$280 million to support growth and deliver major infrastructure upgrades across our region. We'll also continue investing in innovation and partnerships that support a circular economy and reduce waste.

At the same time, we're expanding our hardship program to better support customers who may be finding it difficult to keep up with their bills.

You can view all current fees and charges for 2026–27, and read the ESC's final price determination for 2026–31, at newater.com.au/charges.



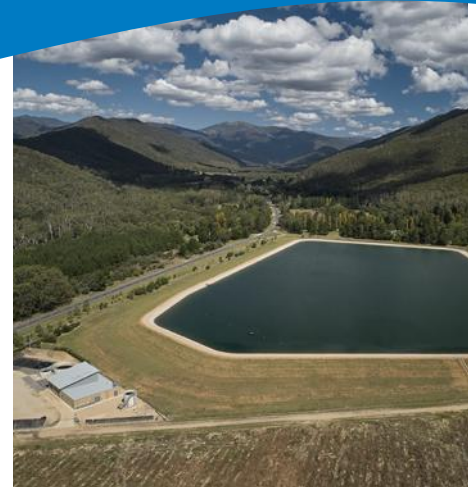
TIP

Need help to pay your bill?

We want our customers to know that support is available if you are struggling to pay your bill.

If you need extra time to pay or need financial assistance, please call our team on 1300 361 633, or visit newater.com.au/help.

We're here to help — and we kindly ask that all conversations with our staff are respectful and courteous.



Where your money goes.

When you pay your water bill, the money is used to:

- provide safe, clean drinking water directly to your tap
- remove sewage from your property and treat it sustainably
- upgrade, maintain and repair assets like water and sewer mains
- fund major infrastructure projects like water storages and treatment plants
- ensure compliance with health and environmental standards to protect our community
- employ local staff with local knowledge

Your bill is made up of two types of charges — fixed and volumetric.

Remember the less water you use, the less you'll pay in volumetric charges.

Learn more about your bill at newater.com.au/bills

[More Splash news](#)





Are you a tenant and about to move?

If you're moving out of a rental property, let us know at least two business days beforehand.

We need to read your meter for a final reading — this means you won't need to pay for usage after you move out.

You can do this online at newater.com.au/tenant.

Avoid reduced water flow.

Paying your water bill on time helps you stay on top of your account and also allows us to keep delivering essential services across north-east Victoria.

If a bill remains unpaid and we don't hear from you, we'll send reminder notices before taking further action to recover the amount owing. This may include reducing the water flow to your property.

You'll still have access to water, but at a much lower flow rate. This is enough for basic needs like drinking water and flushing toilets, but not for normal use such as showering or using a washing machine.

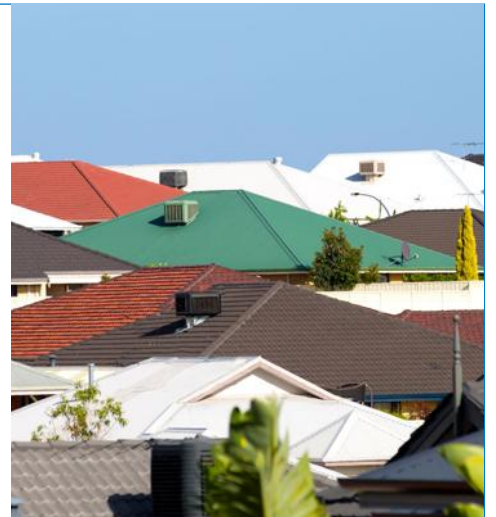
If you've received reminders and haven't been able to act yet, please don't wait. We're here to help you get back on track. Call us on 1300 361 633.

TIP

Cooler check.

Now is a good time to check your evaporative air cooler. Make sure the water feed is turned off when the unit isn't in use — some systems can still draw water even when they're not cooling your home.

Leaving the water on can lead to unnecessary water use and higher bills. If you're unsure, contact the manufacturer for the right advice.



TIP

ORG maintenance.

An Overflow Relief Gully (ORG) is a grated drain located outside your home, usually near the kitchen or laundry.

It acts like a safety valve, helping prevent sewage from backing up into your home during a blockage or flooding in the sewer system.

Check your ORG regularly to keep it clear and working properly. For tips, visit newater.com.au/org.

Connect
with us

Discover
latest news



North East Water Customer Service Centre 8.30am — 5.00pm Weekdays **1300 361 622**