

## VENDOR STATEMENT


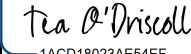
The Vendor makes this statement in respect of the land in accordance with Section 32 of the *Sale of Land Act 1962*

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

**Land: Certificate of Title Volume 11300 Folio 608**

**Property Address: 9 Tispa Drive, Leopold VIC 3224**

### VENDOR

Name	Signature	Date
Michael Patrick O'Driscoll	<small>DocuSigned by:</small>  <small>AG1909B26D124FF...</small>	15/05/2023
Tea O'Driscoll	<small>DocuSigned by:</small>  <small>1ACD18023AE54EE...</small>	15/05/2023

### PURCHASER

Name	Signature	Date



## RISTEVSKI LAWYERS

#### DRYSDALE OFFICE

[ 03 ] 5251 3453

1 High Street | Drysdale VIC 3222  
MAIL PO BOX 99 | Drysdale VIC 3222

#### OCEAN GROVE OFFICE

[ 03 ] 5255 4511

79 The Parade | Ocean Grove VIC 3226  
MAIL PO BOX 239 | Ocean Grove VIC 3226

mail@ristevskilawyers.com.au

## **1. FINANCIAL MATTERS**

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

Are set out by Greater Geelong City Council Rates, Barwon Water Rates and State Revenue Office Land Tax (if applicable)

Their total does not exceed: **\$6,500.00**

- (b) Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property which the vendor might reasonably be expected to have knowledge of, are as follows:

None to the Vendor/s knowledge.

### **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.

Save as disclosed in the attachments, none to the best of the vendor's knowledge.

### **1.3 Terms Contract**

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

Not applicable.

### **1.4 Sale Subject to Mortgage**

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

Not applicable.

## **2. INSURANCE**

### **2.1 Damage and Destruction**

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

Not applicable.

### **2.2 Owner Builder**

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

Not applicable.

**3. LAND USE****3.1 Easements, Covenants or Other Similar Restrictions**

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

- (a) To the best of the vendor's knowledge, there are no easements, covenants or other similar restrictions affecting the property other than:
  - (i) those set out in the attached copies of title document/s;
- (b) Particulars of any existing failure to comply with the terms of that easement, covenant or restrictions are as follows:

To the best of the vendor's knowledge, **there is no** existing failure to comply with the terms of any easement, covenant or similar restriction.

**3.2 Road Access**

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

**3.3 Designated Bushfire Prone Area**

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

**3.4 Planning Scheme**

The required specified information is set out below (and is contained in the attachments).

- (a) Name of planning scheme: Greater Geelong Planning Scheme
- (b) Name of responsible authority: Greater Geelong City Council
- (c) Zoning of the land: General Residential Zone (GRZ1)
- (d) Name of planning overlay: See Attached Certificate

The property is not within, or affected by, one or more areas of cultural heritage sensitivity.

**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:

Save as disclosed in the attachments, none to the best of the vendor's knowledge.

**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:

None to the best of the vendor's knowledge.

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

Save as disclosed in the attachments, none to the best of the Vendors knowledge.

## **5. BUILDING PERMITS**

Particulars of any building permit issued under the *Building Act 1993* (Vic) 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* (Vic).

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

## **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*.

7.1 **Work-in-Kind Agreement** Not Applicable.

7.2 **GAIC Recording** 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 ☐

Services may be available but not connected at the time of or prior to settlement. The purchaser should check with the appropriate authority as to the cost of connecting essential services not connected to the property as such costs are the sole responsibility of the purchaser. The purchaser must make no objection or requisition and must not make any claim for compensation or rescind or determine the contract of sale to which this statement applies, not delay or postpone settlement as a result of any or all of the services being available but not connected to the property.

## **9. TITLE**

Attached are the following documents / concerning the Certificate/s of Title:

9.1 Registered Title

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

9.2 Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple.)

Not Applicable.

## **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* (Vic).

Not applicable.

### **10.3 Further Plan of Subdivision**

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

Not applicable.

## **11. DUE DILIGENCE CHECKLIST**

Attached.

## **12. ATTACHMENTS**

- (a) Due Diligence Checklist
- (b) Register Search Statement for Certificate of Title Volume 11300 Folio 608
- (c) Plan of Subdivision 630659A
- (d) Covenant PS630659A
- (e) Agreement AG187266P
- (f) Agreement AG187284M
- (g) Greater Geelong City Council Notice
- (h) Barwon Water Charges Notice
- (i) Drainage Plan
- (j) State Revenue Office Property Information Certificate
- (k) Property Report
- (l) Planning Property Report

# 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.

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

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

VOLUME 11300 FOLIO 608

Security no : 124104460511U

Produced 07/03/2023 10:41 AM

LAND DESCRIPTION

Lot 427 on Plan of Subdivision 630659A.  
PARENT TITLE Volume 11267 Folio 455  
Created by instrument PS630659A 06/09/2011

REGISTERED PROPRIETOR

Estate Fee Simple

TENANTS IN COMMON

As to 9 of a total of 10 equal undivided shares

Sole Proprietor

MICHAEL PATRICK O'DRISCOLL of 49 NEWCOMB STREET DRYSDALE VIC 3222

As to 1 of a total of 10 equal undivided shares

Sole Proprietor

TEA O'DRISCOLL of 49 NEWCOMB STREET DRYSDALE VIC 3222

AM333907N 17/11/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM333908L 17/11/2015

BENDIGO AND ADELAIDE BANK LTD

COVENANT PS630659A 06/09/2011

Expiry Date 06/09/2021

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

AG187266P 11/11/2008

AGREEMENT Section 173 Planning and Environment Act 1987

AG187284M 11/11/2008

DIAGRAM LOCATION

SEE PS630659A 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 TISPA DRIVE LEOPOLD VIC 3224



ADMINISTRATIVE NOTICES

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NIL

eCT Control 03500L BENDIGO AND ADELAIDE BANK LTD - SAFE CUSTODY  
Effective from 21/07/2017


DOCUMENT END

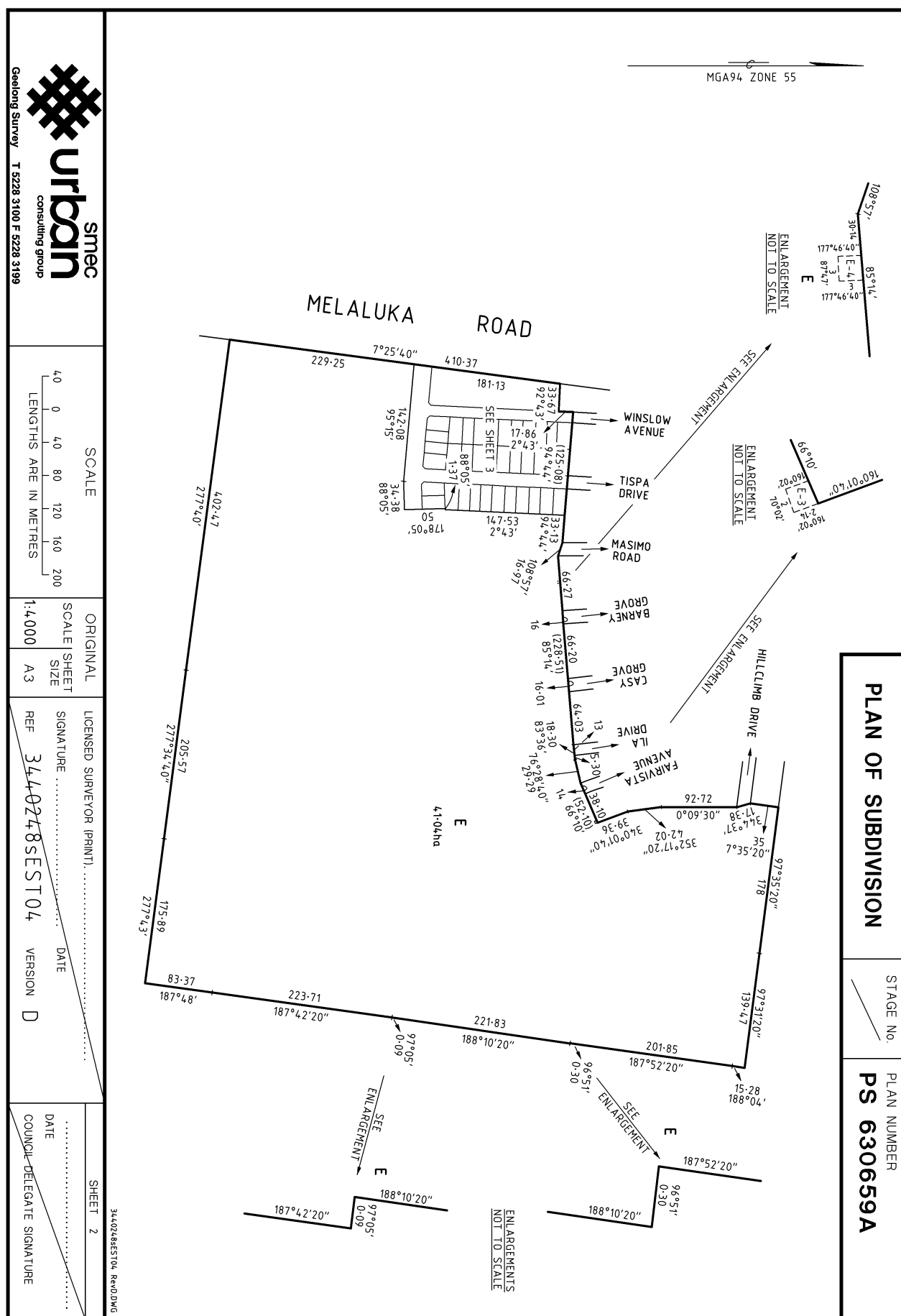
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Signed by Council: City of Greater Geelong, Original Certification: 02/03/2011, S.O.C.: 25/08/2011

PLAN OF SUBDIVISION		STAGE No. /	LR USE ONLY EDITION 1	PLAN NUMBER PS 630659A
<b>LOCATION OF LAND</b>  PARISH: MOOLAP  TOWNSHIP: -  SECTION: -  CROWN ALLOTMENT: -  CROWN PORTION: 15 BLOCK 1  TITLE REFERENCES: VOL 11267 FOL 455  LAST PLAN REFERENCE/S: LOT D PS630658C  POSTAL ADDRESS: 251-319 MELALUKA ROAD (At time of subdivision) LEOPOLD VIC 3224  MGA Co-ordinates (of approx centre of land in plan) E 277370 N 5768880 ZONE 55		<b>COUNCIL CERTIFICATION AND ENDORSEMENT</b>  COUNCIL NAME: CITY OF GREATER GEELONG REF:  1. This plan is certified under Section 6 of the Subdivision Act 1988. 2. This plan is certified under Section 11(7) of the Subdivision Act 1988. Date of original certification under Section 6. 3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.  OPEN SPACE  (i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage _____  Council Delegate Council Seal Date  Re-certified under Section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal Date		
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>		
IDENTIFIER	COUNCIL/BODY/PERSON	STAGING This is/is not a staged subdivision. Planning permit No. 128/2009/A		
ROAD R1 RESERVE No1	CITY OF GREATER GEELONG CITY OF GREATER GEELONG	DEPTH LIMITATION DOES NOT APPLY THIS IS A SPEAR PLAN.  LAND BEING SUBDIVIDED IS ENCLOSED WITHIN THICK CONTINUOUS LINES LOTS 1 TO 400 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN CREATION OF RESTRICTION No.1 IS SHOWN ON SHEET 4  THIS PLAN HAS BEEN CONNECTED TO PERMANENT MARKS No(S): PM11, PM69, PM82, PM137, PM302, PM321 & PM322 (MOOLAP)  SURVEY. THIS PLAN IS/IS NOT BASED ON SURVEY.		
<b>ESTUARY - 4</b> <b>3.258ha</b>		<b>LOTS 36</b>  3440248sEST04-RevD.dwg		
<b>EASEMENT INFORMATION</b>				
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	2	THIS PLAN	CITY OF GREATER GEELONG
E-2	PIPELINE OR ANCILLARY PURPOSES	2	THIS PLAN	BARWON REGION WATER CORPORATION
E-3	PIPELINE OR ANCILLARY PURPOSES	SEE DIAGRAM	PS630658C	BARWON REGION WATER CORPORATION
E-4	PIPELINE OR ANCILLARY PURPOSES	SEE DIAGRAM	PS630656G	BARWON REGION WATER CORPORATION
LRS USE ONLY STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT  RECEIVED <input checked="" type="checkbox"/>  DATE 26/08/2011  LRS USE ONLY PLAN REGISTERED TIME 11:27AM DATE 06/09/2011  ALLAN BAGULEY Assistant Registrar of Titles  SHEET 1 OF 4 SHEETS				
 Geelong Survey T 5228 3100 F 5228 3199		LICENSED SURVEYOR (PRINT). BRADLEY LLOYD MILLAR SIGNATURE ..... DIGITALLY SIGNED ..... DATE ..... REF 3440248sEST04 VERSION D		
		DATE ..... COUNCIL DELEGATE SIGNATURE ..... ORIGINAL SHEET SIZE A3		



PLAN OF SUBDIVISION		STAGE No.	PLAN NUMBER <b>PS 630659A</b>
<b>SCALE</b>  LENGTHS ARE IN METRES		<b>ORIGINAL</b> SCALE SHEET 1:800 A3	
<b>Geelong Survey T 5228 3100 F 5228 3199</b>		<b>3440248sEST04-RevD.dwg</b>	
<b>SMC urban</b> consulting group		<b>SHEET 3</b>	
LICENSED SURVEYOR (PRINT)..... SIGNATURE ..... DATE ..... REF <b>3440248sEST04</b> VERSION <b>D</b>		DATE ..... COUNCIL DELEGATE SIGNATURE .....	

Signed by Council: City of Greater Geelong, Original Certification: 02/03/2011, S.O.C.: 25/08/2011

Signed by: Bradley Lloyd Millar (SMEC Urban - Geelong) Surveyor's Plan Version (3440248sEST04-revD) 02/02/2011

**Plan of Subdivision PS630659A  
Certification by Council (Form 5)**



SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S008682P  
Plan Number: PS630659A  
Council Name: City of Greater Geelong  
Council Reference Number 1: 9647  
Council Reference Number 2: 128/09/A  
Surveyor's Plan Version: 3440248sEST04-revD

**Certification**

This plan is certified under section 6 of the Subdivision Act 1988

**Public Open Space**

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

Has not been made

Digitally signed by Council Delegate: Bree Thorn  
Organisation: City of Greater Geelong  
Date: 02/03/2011

Signed by: Bree Thorn (City of Greater Geelong) 02/03/2011



**AG187266P**



Application by  
Responsible Authority,  
Relevant Authority,  
Referral Authority or Council  
for the making of a recording of an  
Agreement  
Section 181(1) Planning and Environment Act 1987

Lodged by:

Name: Deacons  
Phone: 8686 6000  
Address: RACV Tower, 485 Bourke Street, Melbourne  
Ref: 2651503  
Customer Code: 1724X

The authority or council having made an agreement requires a recording to be made in the Register for the land.

Land: Certificate of Title Volume 10952 Folio 041  
(251-391 Melaluka Road, Leopold)

Authority or council: Greater Geelong City Council  
30 Gheringhap Street, Geelong in the State  
of Victoria

Section and Act under which  
agreement made: Section 173 Planning & Environment Act  
1987

A copy of the agreement is attached to this application

Date: 30<sup>th</sup> October 2008

Signed: Peter Smith

Name: PETER SMITH

Office held: COORDINATOR STRATEGIC IMPLEMENTATION  
CITY OF GREATER GEELONG

**AG187266P**

11/11/2008 \$99.90 173



**GREATER GEELONG CITY COUNCIL  
COUNCIL**

**LEOPOLD PROPERTY DEVELOPMENTS PTY LTD  
OWNER**

**SECTION 173 AGREEMENT  
251-391 Melaluka Road, Leopold**

**CIVIL IMPROVEMENTS**

**HARWOOD ANDREWS LAWYERS**

**2706241**



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THIS AGREEMENT is made on the

14<sup>th</sup>

day of

October 2008

**PARTIES:**

1. **GREATER GEELONG CITY COUNCIL** of Municipal Offices of 30 Gheringhap Street, Geelong in the State of Victoria ("the Council"); and
2. **LEOPOLD PROPERTY DEVELOPMENTS PTY LTD** (ACN 119 868 567) of Level 23, 101 Collins Street, Melbourne in the State of Victoria ("the Owner").

**WHEREAS:**

- A. The Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be registered as the registered proprietor of the Subject Land.
- C. The Responsible Authority has prepared and exhibited Amendment C139 to the Planning Scheme which proposes to amend the Planning Scheme to rezone the Subject Land from Farming Zone to part Residential 1 Zone and part Public Park and Recreation Zone to allow the Development of the Subject Land by the Owner (**Amendment**) ..
- D. To facilitate the Development and advance the objectives of planning in Victoria, the Owner and the Council have agreed to enter into this Agreement.
- E. The Subject land is mortgaged by mortgage number AE480985M registered to Capital Finance Australia Ltd on 13 July 2006. As evidenced by the terms of its consent on the execution pages of this agreement, Capital Finance Australia Ltd agrees to be bound by the terms of this agreement.
- F. The Council and the Owner have agreed that without limiting or restricting their respective powers to enter into this Agreement and is so far as it can be treated, this Agreement is made pursuant to Section 173 of the Act.

**THE PARTIES AGREE AS FOLLOWS:****1. DEFINITIONS**

In this agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

- 1.1. **"Act"** means the *Planning and Environment Act 1987* (Vic).
- 1.2. **"Additional Area"** means unencumbered land that Council requires the Owner to transfer to it for open space purposes in excess of the Open Space Area, being 10% of the Developable Area as specified in Clause 1.1.8.
- 1.3. **"Agreement"** means this Agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.
- 1.4. **"Amendment"** means the amendment to the Planning Scheme described in Recital C.
- 1.5. **"Catchment Area"** means any area of land that drains to or through the Subject Land.
- 1.6. **"Council"** means the Greater Geelong City Council as the Planning Authority and the Responsible Authority for the Planning Scheme and any subsequent person or body which is the Planning Authority and / or the Responsible Authority for the Planning Scheme.

**AG187266P**

11/11/2008 \$99.90

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- 1.7. **"Developable Area"** means all of the Subject Land, other than areas identified in the Development Plan as required for the transmission or detention of storm water for drainage purposes.
- 1.8. **"Development"** means the development of the Subject Land generally in accordance with the Development Plan.
- 1.9. **"Development Plan"** means the development plan contemplated by the Schedule to the Development Plan Overlay of the Planning Scheme introduced to the Planning Scheme by the Amendment.
- 1.10. **"Drainage Costs"** means the reasonable and commensurate costs incurred in relation to construction of the External Drainage Works.
- 1.11. **"External Drainage Works"** means the reasonable drainage works to be undertaken within the Catchment Area so as to permit the drainage of the Subject Land in accordance with and to the satisfaction of the lawful requirements of the relevant authority.
- 1.12. **"Footpath"** means the footpath to be constructed:
- 1.12.1. within the Melaluka Road reserve to the north of the Subject Land for a length of approximately 850 metres; from the northwest corner of the subject land to the south east corner of the intersection of Warrawee Road and Melaluka Road and being between 1.5 to 1.8 metres in width and in accordance with a survey and design undertaken by the Owner and approved by the Council (**Warrawee Footpath**); and
- 1.12.2. in Melaluka Road adjacent to the Subject Land to a width of between 1.5 to 1.8 metres (**Subject Land Footpath**).
- 1.13. **"Footpath Sum"** means 50% of the reasonable costs incurred or payable in relation to construction of Warrawee Footpath referred to in clause 1.11.1 and 100% of the cost of Subject Land Footpath referred to in clause 1.11.2.
- 1.14. **"Internal Drainage Works"** means the drainage works within the Subject Land, lawfully required by the relevant authority to drain the Subject Land having regard to the proposed zoning and intended use and development of the Subject Land following approval of the Amendment.
- 1.15. **"Law"** means any law, act, ordinance, regulation, by-law, order or proclamation and includes the requirements of any municipal or statutory body or of any permit or approval affecting the Subject Land.
- 1.16. **"Market Value"** has the meaning given in Section 40 of Part 4 of the *Land Acquisition and Compensation Act 1986* (Vic), provided that:
- 1.16.1. For the purpose of establishing Market Value the Subject Land shall be treated as *en globo* land;
- 1.16.2. The methodology specified in Section 41 (3) of Part 4 of the *Land Acquisition and Compensation Act 1986* (Vic) shall be applied in the determination of the Market Value of the Additional Area.
- 1.17. **"Minister"** means the minister responsible for administering the Act.
- 1.18. **"Open Space Area"** means that part or parts of the Developable Area that is being provided by the Owner for open space purposes to satisfy Council's requirement for 10% of the Developable Area to be provided for use as open space.

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- 1.19. **"Open Space Landscape Master Plan"** means the plan prepared and forming part of the approved Development Plan (and as amended from time to time) and which details the location of the sporting ovals, future pavilion, carpark and drainage works associated with the sub-regional reserve located in the south-west corner of the Subject Land.
- 1.20. **"Owner"** means Leopold Property Developments Pty Ltd ACN 119 868 567 being the person now registered by the Registrar of Titles as the proprietor of an estate in fee simple in the Subject Land and the person or persons who subsequently from time to time are registered or entitled to be registered by the Registrar of Titles as proprietor or proprietors in an estate in fee simple in the Subject Land or any part of it.
- 1.21. **"Plan of Subdivision"** means a plan of subdivision in a form acceptable to the Council that subdivides the Subject Land. The Subject Land may be subdivided in stages.
- 1.22. **"Planning Scheme"** means the Greater Geelong Planning Scheme.
- 1.23. **"Relevant Stage"** means the stage shown on the Plan of Subdivision which includes the Open Space Area or the Additional Area, or any part of the Open Space Area or Additional Area.
- 1.24. **"Residential Lot"** means a lot intended to be finally developed with a dwelling. It does not include a superlot, balance lot or the like which is intended to be further subdivided.
- 1.25. **"Statement of Compliance"** means a statement of compliance for the Plan of Subdivision issued by the Council under section 21 of the *Subdivision Act 1988* (Vic).
- 1.26. **"Subject Land"** means all of the land contained in Certificate of Title Volume 10952 Folio 041 and known as 251-391 Melaluka Road, Leopold.
- 1.27. **"Tribunal"** means the Victorian Civil and Administrative Tribunal established under the *Victorian Civil and Administrative Tribunal Act 1998* (Vic).

## 2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 2.1. the singular includes the plural and vice versa.
- 2.2. a reference to a gender includes a reference to each other gender.
- 2.3. a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4. if a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5. a word or expression used in this Agreement has its ordinary meaning unless that word or expression is defined in this Agreement. If a word or expression is not defined in this Agreement and it is defined in the Act or the Planning Scheme it has the meaning as defined in the Act or the Planning Scheme. If defined in both the Act and the Planning Scheme it has the meaning as defined in the Planning Scheme.

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- 2.6. any 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.
- 2.7. the introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8. the obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run to law and equity with the Subject Land **PROVIDED THAT** if and when the Subject Land is subdivided, 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 (if any).

### 3. COVENANTS OF THE OWNER

- 3.1. Within 28 days after the issue of a Statement of Compliance for the subdivision that creates the 100<sup>th</sup> Residential Lot on the Subject Land, the Owner must:
  - 3.1.1. complete construction of the Warrawee Footpath; and
  - 3.1.2. issue the Council with a tax invoice for the Footpath Sum and in accordance with the GST requirements of clause 13.
- 3.2. The Owner must complete the staged construction of the Subject Land Footpath to the satisfaction of the Council not later than the date upon which the Council issues a Statement of Compliance for the corresponding stage of a plan of subdivision which creates Residential Lots.
- 3.3. Prior to the issue of the final Statement of Compliance to be issued that creates Residential Lots within the Development, the Owner must complete construction of the External Drainage Works.
- 3.4. The Open Space Area shall transfer to the Council upon the registration of the Plan of Subdivision or, if the subdivision of the Subject Land is staged, upon registration of the Relevant Stage or stages of which the Open Space Area forms part.
- 3.5. Subject to clause 3.6 the Additional Area shall transfer to the Council upon the registration of the Plan of Subdivision or, if the subdivision of the Subject Land is staged, upon registration of the Relevant Stage or stages of which the Additional Area forms part.
- 3.6. Despite clause 3.5, the Owner is not obliged to transfer the Additional Area to the Council until the Council has paid the Market Value of the Additional Area to the Owner.
- 3.7. The Owner must, at its cost, undertake the Internal Drainage Works.
- 3.8. The Owner must to the satisfaction of the Council, and not later than the date upon which the Council issues a Statement of Compliance for the plan of subdivision which creates Residential Lots in the final stage of the Development, complete at its cost the development of the sub-regional park shown on the Open Space Landscape Masterplan which forms part of the approved Development Plan. The development of the sub-regional park shall include formed and grassed playing areas/ovals with drainage and irrigation, an access road and car park (up to 30 spaces) both made of crushed rock or similar material paths, bollards/fencing and landscaping.

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- 3.9. The Owner must to the satisfaction of the Council fully construct Melaluka Road adjacent to the Subject Land concurrently with the development or staged development of the Subject Land. The construction may be staged such that any portion of Melaluka Road which abuts a stage of a plan of subdivision which creates Residential Lots is completed prior to the issue of a Statement of Compliance for that stage of the plan of subdivision. The construction of Melaluka Road must be completed not later than the date upon which the Council issues a Statement of Compliance for the plan of subdivision which creates Residential Lots in the final stage of the development.

#### 4. COVENANTS AND ACKNOWLEDGEMENTS OF THE COUNCIL

- 4.1. The Council covenants with the Owner to pay the Footpath Sum within 28 days of the issue of the tax invoice issued pursuant to clause 3.1.2.
- 4.2. The Council agrees that it will pay the Market Value of the Additional Area to the Owner within 28 days of:
- 4.2.1. the issue of a Statement of Compliance for the Plan of Subdivision which sets aside the Additional Area as a reserve vested in Council; or
- 4.2.2. the Valuer making his or her decision pursuant to clauses 4.5 and 4.6
- whichever is the later.
- 4.3. Should Council require the Owner to transfer to it the Additional Area of open space the Council must pay to the Owner the Market Value of the Additional Area prior to the issuing of a Statement of Compliance for the Plan of Subdivision which sets aside the Additional Area as a reserve vested in the Council.
- 4.4. The Council agrees that it will not require any additional open space to be provided other than the Open Space Area and, if required, the Additional Area. The parties acknowledge that the Council's agreement pursuant to this clause does not prevent the Owner from providing open space in addition to the Open Space Area and the Additional Area at the Owner's discretion.
- 4.5. If the parties cannot agree on the Market Value of the Additional Area within 30 days after the certification of the Plan of Subdivision, either party may request the President of the Australian Property Institute (Victorian Division) to appoint a valuer to determine the Market Value of the Additional Area on the proposed transfer date ("Valuer").
- 4.6. The Valuer must:
- 4.6.1. have not less than 10 years experience in valuing residential land in Victoria and be a practising valuer at the time of his or her appointment;
- 4.6.2. act as an expert and not as an arbitrator;
- 4.6.3. agree, upon accepting the appointment, to make a decision within 14 days of his or her appointment.
- 4.7. The decision of the Valuer is conclusive and binds both parties.
- 4.8. Each party must pay one half of the Valuer's fees and expenses.

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- 4.9. The Council will forthwith after the execution of this Agreement register this Agreement on the titles of the Subject Land pursuant to the provisions of Section 181 of the Act.
- 4.10. Council agrees that it will not propose, exhibit or adopt any future amendment to the Planning Scheme concerning development contributions or open space contributions that affect the Subject Land and that is inconsistent with this Agreement.
- 4.11. Council acknowledges that the obligations of the Owner under this Agreement comprise the full and final extent of civil improvement contributions and development works that are required to be made by Council in respect of the development of the Subject Land in accordance with the Development Plan. The Council undertakes not to impose or require any other civil improvement or development works or contributions to be made by the Owner at any time relating to the development of the Subject Land in accordance with the Development Plan other than the provision of, and construction of, facilities and utility services normally associated with the subdivision and development of land including, water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure, local roads and footpaths.

## 5. FURTHER COVENANTS OF THE OWNER

The Owner covenants and agrees that it will:

### 5.1. Notice

- 5.1.1. bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees, lessees and assigns.

### 5.2. Compliance

- 5.2.1. the Owner will do all things necessary to give effect to this Agreement;
- 5.2.2. the Owner consents to the Council making application to the Registrar of Titles to register this Agreement in accordance with Section 181 of the Act and to do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment 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; and
- 5.2.3. the Owner will pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution and registration of this Agreement which are and until paid will remain a debt due to Council by the Owner.

## 6. AGREEMENT UNDER SECTION 173 OF THE ACT

The Council and the Owner agree that without limiting the respective powers to enter into this Agreement and, insofar as can be so treated, this Agreement is made pursuant to Section 173 of the Act.

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**AG187266P****7. OWNER'S WARRANTIES**

Without limiting the operation or effect which this Agreement has, the Owner warrants that:

- 7.1. apart from the parties referred to in this Agreement, or other persons disclosed in writing to the Council prior to the signing of this Agreement, no other person has any interest either legal or equitable in the Subject Land which may be affected by this Agreement or by development or use of the Subject Land pursuant to the Planning Scheme or any permit or approved plan under the Planning Scheme.
- 7.2. the Owner has obtained all necessary authorities and consents to bind all other persons who have any interest either legal or equitable in the Subject Land.

**8. SUCCESSORS IN TITLE**

Without limiting the operation or effect which this Agreement has, the Owner shall ensure that, unless this Agreement is recorded on the folio of the register which relates to the Subject Land, the Owner's successors in title will:

- 8.1. give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 8.2. execute under seal a deed agreeing to be bound by the terms of this Agreement.

**9. DISPUTE RESOLUTION**

- 9.1. If there is a dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute may be referred to the Tribunal for resolution to the extent permitted by the Act.
- 9.2. If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that dispute may be referred for arbitration by an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee, for arbitration.
- 9.3. Where provision is made in this Agreement that a matter must be done to the satisfaction or may not be done without the consent of the Council or any of its officers and a dispute arises in relation to such provision, the dispute may be referred to the Tribunal in accordance with Section 149(1)(b) of the Act.
- 9.4. The parties are entitled to legal representation for the purposes of any arbitration or referral referred to in this clause and, unless the Arbitrator, Chairman, nominee or the Tribunal otherwise directs, each party must bear its own costs in such matter.

**10. GENERAL MATTERS**

- 10.1. **Notices**  
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:
  - 10.1.1. by delivering it personally to that party;



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10.1.2. 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

10.1.3. 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.

10.2. a notice or other communication is deemed served:

10.2.1. if delivered, upon delivery;

10.2.2. if posted within Australia to an Australian address, two business days after posting and in any other case, seven business days after posting;

10.2.3. if served by facsimile, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; or

10.2.4. if received after 5.00 pm in the place of receipt or on a day which is not a business day, at 9.00 am on the next business day.

10.3. No Waiver

Any time or other indulgence granted by the 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.

10.4. Severability

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.

10.5. Further Assurance

The parties to the Agreement shall respectively execute all further documents and do all acts and things reasonably required to effectuate this Agreement.

## 11. COMMENCEMENT OF AGREEMENT

This Agreement commences on the date of gazettal of the Amendment by the Minister,

## 12. ENDING OF AGREEMENT

12.1. This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement.

12.2. 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.

12.3. As soon as reasonably practicable after this Agreement has ended in respect of any part of the Subject Land the Council must, at the request and at the cost of the Owner, make application to the Registrar of Titles under s. 183(2) of the Act to

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cancel the recording of this Agreement on the register to each such part of the Subject Land.

- 12.4. Until the registration of this Agreement is cancelled pursuant to section 183 of the Act then upon the Owner complying with all of the obligations imposed on the Owner under this Agreement, the Council and the Owner, including any successors, agree that this Agreement will not apply to or affect the Subject Land.

**13. GST**

- 13.1. In this clause 13, 'GST Act' means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- 13.2. Expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act.
- 13.3. Amounts payable and consideration provided under or in respect of this Agreement are GST exclusive.
- 13.4. The recipient of a taxable supply made under or in respect of this Agreement must pay to the supplier, at the time the consideration for the supply is due, the GST payable in respect of the supply. This obligation extends to supply consisting of a party's entry into this Agreement.
- 13.5. A party is not obliged, under clause 13.3, to pay the GST on a taxable supply to it until given a valid tax invoice for the supply.

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EXECUTED BY THE PARTIES on the date set out at the commencement of this Agreement

THE COMMON SEAL of GREATER GEELONG  
CITY COUNCIL was affixed hereto in the presence of:

Mayor

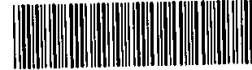
Chief Executive Officer



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THE COMMON SEAL of LEOPOLD PROPERTY  
DEVELOPMENTS PTY LTD (ACN 119 868  
567) was affixed in the presence of the authorised

persons:

THE COMMON SEAL OF LEOPOLD  
DEVELOPMENTS PTY LIMITED  
WAS HEREUNTO AFFIXED IN ACCORDANCE  
WITH THE COMPANY'S CONSTITUTION:

*Trevor Ashwood* ..... Director  
*Trevor Ashwood* ..... Full name  
*50 Bray Road, Camberley* ..... Usual address

*Kara Nicholls* ..... Director (or Company Secretary)  
*KARA NICHOLLS* ..... Full Name  
*COMPANY SECRETARY* ..... Usual address

**MORTGAGEE'S CONSENT**

Capital Finance Australia Ltd as Mortgagee of registered Mortgage No. AE480985M consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

.....  
For and on behalf of Capital Finance Australia Ltd

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EXECUTED BY CAPITAL FINANCE  
AUSTRALIA LIMITED ACN 069 663 136  
BY ITS DULY APPOINTED ATTORNEYS

JOHN DEGARIS

Signature

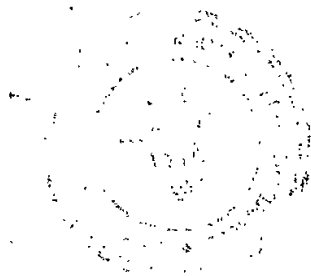
JOHN MITSAKOS

Full Names

Signature

PURSUANT TO POWER OF  
ATTORNEY OF WHICH THEY HAVE NO  
NOTICE OF REVOCATION  
A CERTIFIED COPY OF WHICH IS  
FILED IN PERMANENT ORDER BOOK  
NO. 277 AT PAGE 024 ITEM 33  
IN THE PRESENCE OF:

Sarah Kemp





**AG187284M**



Application by  
Responsible Authority,  
Relevant Authority,  
Referral Authority or Council  
for the making of a recording of an  
Agreement  
Section 181(1) Planning and Environment Act 1987

Lodged by:

Name: Deacons  
Phone: 8686 6000  
Address: RACV Tower, 485 Bourke Street, Melbourne  
Ref: 2651503  
Customer Code: 1724X

The authority or council having made an agreement requires a recording to be made in the Register for the land.

Land: Certificate of Title Volume 10952 Folio 041  
(251-391 Melaluka Road, Leopold)

Authority or council: Greater Geelong City Council  
30 Gheringhap Street, Geelong in the State  
of Victoria

Section and Act under which  
agreement made: Section 173 Planning & Environment Act  
1987

A copy of the agreement is attached to this application

Date: 30<sup>th</sup> October 2008

Signed: *Pete KS-72*

Name: PETER SMITH

Office held: COORDINATOR STRATEGIC IMPLEMENTATION  
CITY OF GREATER GEELONG

**AG187284M**



**GREATER GEELONG CITY COUNCIL  
COUNCIL**

**LEOPOLD PROPERTY DEVELOPMENTS PTY LTD  
OWNER**

**SECTION 173 AGREEMENT  
251-391 Melaluka Road, Leopold**

**COMMUNITY INFRASTRUCTURE LEVIES**

**HARWOOD ANDREWS LAWYERS**

**2706241**

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2. INTERPRETATION.....3

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THIS AGREEMENT is made on the

14<sup>th</sup> day of October 2008**PARTIES:**

1. **GREATER GEELONG CITY COUNCIL** of Municipal Offices of 30 Gheringhap Street, Geelong in the State of Victoria ("the Council"); and
2. **LEOPOLD PROPERTY DEVELOPMENTS PTY LTD** (ACN 119 868 567) of Level 23, 101 Collins Street, Melbourne in the State of Victoria ("the Owner").

**WHEREAS:**

- A. The Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be registered as the registered proprietor of the Subject Land.
- C. The Responsible Authority has prepared and exhibited Amendment C139 to the Planning Scheme which proposes to amend the Planning Scheme to rezone the Subject Land from Farming Zone to part Residential 1 Zone and part Public Park and Recreation Zone to allow the Development of the Subject Land by the Owner (**Amendment**).
- D. To facilitate the Development and advance the objectives of planning in Victoria, the Owner and the Council have agreed to enter into this Agreement.
- E. The Subject land is mortgaged by mortgage number AE480985M registered to Capital Finance Australia Ltd on 13 July 2006. As evidenced by the terms of its consent on the execution pages of this agreement, Capital Finance Australia Ltd agrees to be bound by the terms of this agreement.
- F. The Council and the Owner have agreed that without limiting or restricting their respective powers to enter into this Agreement and is so far as it can be treated, this Agreement is made pursuant to Section 173 of the Act.

**THE PARTIES AGREE AS FOLLOWS:****1. DEFINITIONS**

In this agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

- 1.1. **"Act"** means the *Planning and Environment Act 1987* (Vic).
- 1.2. **"Agreed Sum"** means an amount equal to 'AS' calculated using the following formula:  
  

$$AS = (\$900 \times EAL) \text{ where EAL means Expected Approved Lots}$$
- 1.3. **"Agreement"** means this Agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.
- 1.4. **"Amendment"** means the amendment to the Planning Scheme described in Recital C.
- 1.5. **"Council"** means the Greater Geelong City Council as the Planning Authority and the Responsible Authority for the Planning Scheme and any subsequent person or body which is the Planning Authority and/or the Responsible Authority for the Planning Scheme.
- 1.6. **"Development"** means the development of the Subject Land generally in accordance with the Development Plan.

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- 1.7. **"Development Plan"** means the development plan contemplated by the Schedule to the Development Plan Overlay of the Planning Scheme introduced to the Planning Scheme by the Amendment.
- 1.8. **"Expected Approved Lots"** means the number of Residential Lots created by the Plan or Plans of Subdivision for which a Statement of Compliance is expected to be granted in respect of the Development and to be determined in accordance with Clause 3.4 of this Agreement.
- 1.9. **"Law"** means any law, act, ordinance, regulation, by-law, order or proclamation and includes the requirements of any municipal or statutory body or of any permit or approval affecting the Subject Land.
- 1.10. **"Library Facilities"** means new facilities that are to be designed and constructed by Council for and used as a library within the Leopold township of the City of Greater Geelong.
- 1.11. **"Minister"** means the minister responsible for administering the Act.
- 1.12. **"Owner"** means Leopold Property Developments Pty Ltd ACN 119 868 567 being the person now registered by the Registrar of Titles as the proprietor of an estate in fee simple in the Subject Land and the person or persons who subsequently from time to time are registered or entitled to be registered by the Registrar of Titles as proprietor or proprietors in an estate in fee simple in the Subject Land or any part of it.
- 1.13. **"Plan of Subdivision"** means a plan of subdivision in a form acceptable to the Council that subdivides the Subject Land. The Subject Land may be subdivided in stages.
- 1.14. **"Planning Scheme"** means the Greater Geelong Planning Scheme.
- 1.15. **Residential Lot** means a lot intended to be finally developed with a dwelling. It does not include a superlot, balance lot or the like which is intended to be further subdivided.
- 1.16. **"Statement of Compliance"** means a statement of compliance for the Plan of Subdivision issued by the Council under section 21 of the *Subdivision Act 1988* (Vic).
- 1.17. **"Subject Land"** means all of the land contained in Certificate of Title Volume 10952 Folio 041 and known as 251-391 Melaluka Road, Leopold.
- 1.18. **"Tribunal"** means the Victorian Civil and Administrative Tribunal established under the *Victorian Civil and Administrative Tribunal Act 1998* (Vic).

## 2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 2.1. the singular includes the plural and vice versa.
- 2.2. a reference to a gender includes a reference to each other gender.
- 2.3. a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.

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- 2.4. if a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5. a word or expression used in this Agreement has its ordinary meaning unless that word or expression is defined in this Agreement. If a word or expression is not defined in this Agreement and it is defined in the Act or the Planning Scheme it has the meaning as defined in the Act or the Planning Scheme. If defined in both the Act and the Planning Scheme it has the meaning as defined in the Planning Scheme.
- 2.6. any 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.
- 2.7. the introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8. the obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run to law and equity with the Subject Land **PROVIDED THAT** if and when the Subject Land is subdivided, 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 (if any).

### 3. PAYMENT FOR COMMUNITY FACILITIES

- 3.1. Not later than the date upon which the Statement of compliance which created the three hundred and tenth residential lot issues, or not earlier than 3 months before commencement of construction of the Library facilities (whichever first occurs), the Council will issue the Owner with a tax invoice for the value of the Agreed Sum and in accordance with the GST requirements of clause 13 (**Tax Invoice**),
- 3.2. Within fourteen days of the receipt of the Tax Invoice for the Agreed Sum the Owner will pay Council the Agreed Sum by cheque or EFT.;
- 3.3. In the event that, at the time the Tax Invoice is issued the number of Expected Approved Lots to be derived from the development of the Subject Land cannot be determined with certainty, the Owner shall pay as the Agreed Sum the amount calculated as though the number of Expected Approved Lots were the number reasonably determined by Council, having regard to the then actual and anticipated Residential Lot yield, such number to be not less than 620.

### 4. COVENANTS OF THE COUNCIL

- 4.1. The Council covenants with the Owner to:
- 4.1.1. expend the whole of the Agreed Sum on the Library Facilities;
- 4.1.2. commence construction of the Library Facilities by 1 January 2013; and
- 4.1.3. complete construction of the Library Facilities by 31 December 2014.
- 4.2. If the Council fails to comply with clause 4.1 the Council must, upon demand from the Owner, repay the Agreed Sum to the Owner.

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4.3. The Council acknowledges and agrees that:

- 4.3.1. payment of the Agreed Sum will constitute satisfaction, and a discharge by the Owner, of any obligation or requirement in relation to community or related development infrastructure for the Development, irrespective of any changes to the Law after the date of this Agreement; and
- 4.3.2. except for payment of the Agreed Sum, the Council will not demand or require any payment by the Owner in respect of or arising from the Development.

4.4. The Council will forthwith after the execution of this Agreement register this Agreement on the titles of the Subject Land pursuant to the provisions of Section 181 of the Act.

5. **FURTHER COVENANTS OF THE OWNER**

The Owner covenants and agrees that it will:

5.1. Notice

- 5.1.1. bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees, lessees and assigns;

5.2. Compliance

- 5.2.1. the Owner will do all things necessary to give effect to this Agreement;
- 5.2.2. the Owner consents to the Council making application to the Registrar of Titles to register this Agreement in accordance with Section 181 of the Act and to do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment 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;
- 5.2.3. the Owner will pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution and registration of this Agreement which are and until paid will remain a debt due to Council by the Owner.

6. **AGREEMENT UNDER SECTION 173 OF THE ACT**

The Council and the Owner agree that without limiting the respective powers to enter into this Agreement and, insofar as can be so treated, this Agreement is made pursuant to Section 173 of the Act.

7. **OWNER'S WARRANTIES**

Without limiting the operation or effect which this Agreement has, the Owner warrants that:

- 7.1. apart from the parties referred to in this Agreement, or other persons disclosed in writing to the Council prior to the signing of this Agreement, no other person has any interest either legal or equitable in the Subject Land which may be affected by this Agreement or by development or use of the Subject Land pursuant to the Planning Scheme or any permit or approved plan under the Planning Scheme.

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- 7.2. the Owner has obtained all necessary authorities and consents to bind all other persons who have any interest either legal or equitable in the Subject Land.

## 8. SUCCESSORS IN TITLE

Without limiting the operation or effect which this Agreement has, the Owner shall ensure that, unless this Agreement is recorded on the folio of the register which relates to the Subject Land, the Owner's successors in title will:

- 8.1. give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 8.2. execute under seal a deed agreeing to be bound by the terms of this Agreement.

## 9. DISPUTE RESOLUTION

- 9.1. If there is a dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute may be referred to the Tribunal for resolution to the extent permitted by the Act.
- 9.2. If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that dispute may be referred for arbitration by an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee, for arbitration.
- 9.3. Where provision is made in this Agreement that a matter must be done to the satisfaction or may not be done without the consent of the Council or any of its officers and a dispute arises in relation to such provision, the dispute may be referred to the Tribunal in accordance with Section 149(1)(b) of the Act.
- 9.4. The parties are entitled to legal representation for the purposes of any arbitration or referral referred to in this clause and, unless the Arbitrator, Chairman, nominee or the Tribunal otherwise directs, each party must bear its own costs in such matter.

## 10. GENERAL MATTERS

### 10.1. Notices

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:

- 10.1.1. by delivering it personally to that party;
- 10.1.2. 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
- 10.1.3. 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.

### 10.2. a notice or other communication is deemed served:

- 10.2.1. if delivered, upon delivery;

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10.2.2. if posted within Australia to an Australian address, two business days after posting and in any other case, seven business days after posting;

10.2.3. if served by facsimile, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; or

10.2.4. if received after 5.00 pm in the place of receipt or on a day which is not a business day, at 9.00 am on the next business day.

#### 10.3. No Waiver

Any time or other indulgence granted by the 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.

#### 10.4. Severability

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.

#### 10.5. No Fettering of Council's Powers

Subject to clause 4, 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.

#### 10.6. Further Assurance

The parties to the Agreement shall respectively execute all further documents and do all acts and things reasonably required to effectuate this Agreement.

### 11. COMMENCEMENT OF AGREEMENT

This Agreement commences on the date of gazettal of the Amendment by the Minister.

### 12. ENDING OF AGREEMENT

12.1. This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement.

12.2. 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.

12.3. As soon as reasonably practicable after this Agreement has ended in respect of any part of the Subject Land the Council must, at the request and at the cost of the Owner, make application to the Registrar of Titles under s. 183(2) of the Act to cancel the recording of this Agreement on the register to each such part of the Subject Land.

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- 8 -

- 12.4. Until the registration of this Agreement is cancelled pursuant to section 183 of the Act then upon the Owner complying with all of the obligations imposed on the Owner under this Agreement, the Council and the Owner, including any successors, agree that this Agreement will not apply to or affect the Subject Land.

### 13. GST

- 13.1. In this clause 13, 'GST Act' means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- 13.2. Expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act.
- 13.3. Amounts payable and consideration provided under or in respect of this Agreement are GST exclusive.
- 13.4. The recipient of a taxable supply made under or in respect of this Agreement must pay to the supplier, at the time the consideration for the supply is due, the GST payable in respect of the supply. This obligation extends to supply consisting of a party's entry into this document.
- 13.5. A party is not obliged, under clause 13.3, to pay the GST on a taxable supply to it until given a valid tax invoice for the supply.

**AG187284M**

11/11/2008 \$99.90 173



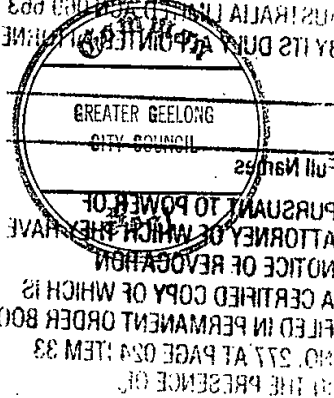
- 9 -

EXECUTED BY THE PARTIES on the date set out at the commencement of this Agreement

THE COMMON SEAL of GREATER GEELONG  
CITY COUNCIL was affixed hereto in the  
presence of:

Mayor

Chief Executive Officer



THE COMMON SEAL of LEOPOLD PROPERTY  
DEVELOPMENTS PTY LTD (ACN 119 868  
567) was affixed in the presence of the authorised  
persons:

*Trevor Lounsbury* Director  
Full name  
50 Bury Road, Campbellfield Usual address

*Kara Nicholls* Director (or Company Secretary)  
Full Name  
COMPANY SECRETARY Usual address

THE COMMON SEAL OF LEOPOLD  
DEVELOPMENTS PTY LIMITED  
WAS HEREUNTO AFFIXED IN ACCORDANCE  
WITH THE COMPANY'S CONSTITUTION:



AG187284M



## MORTGAGEE'S CONSENT

Capital Finance Australia Ltd as Mortgagee of registered Mortgage No. AE480985M consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

For and on behalf of Capital Finance Australia Ltd

AG187284M

11/11/2008 \$99.90

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EXECUTED BY CAPITAL FINANCE  
AUSTRALIA LIMITED ACN 069 663 136  
BY ITS DULY APPOINTED ATTORNEYS

JOHN DEGARIS

JOHN MITSAKI

Full Names

Signature

Signature

PURSUANT TO POWER OF  
ATTORNEY OF WHICH THEY HAVE NO  
NOTICE OF REVOCATION  
A CERTIFIED COPY OF WHICH IS  
FILED IN PERMANENT ORDER BOOK  
NO. 277 AT PAGE 024 ITEM 33  
IN THE PRESENCE OF:

Sarah Kemp





## CITY OF GREATER GEELONG

WADAWURRUNG COUNTRY P: 03 5272 5272  
 PO Box 104, Geelong VIC 3220 E: [contactus@geelongcity.vic.gov.au](mailto:contactus@geelongcity.vic.gov.au)  
[www.geelongaustralia.com.au](http://www.geelongaustralia.com.au)

**2022-2023 LAND INFORMATION CERTIFICATE**

In accordance with Section 121 of the Local Government Act 2020

Date of Issue: **07-Mar-2023**Certificate No: **203926**

Applicants Ref:

**68137140-016-5:171678****Assessment Number: 906072**Property Address: **9 Tispa Drive, LEOPOLD VIC 3224**Property Description: **448m2 Lot 427 PS 630659**

Ratepayer as per

Council Records: **M P O'Driscoll and T O'Driscoll**

Applicant:

**Landata**  
**PO BOX 500**  
**EAST MELBOURNE VIC 8002**

Operative Valuation Date:	<b>01-Jul-2022</b>
Level of Valuation Date:	<b>01-Jan-2022</b>
Capital Improved Value:	<b>600,000</b>
Site Value:	<b>350,000</b>
Net Annual Value:	<b>30,000</b>

**This certificate provides information regarding Valuation, Rates, Charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under a local law or By-Law of the Council.**

**This certificate is not required to include information regarding Planning, Building, Health, Land Fill, Land Slip, other Flooding Information or Service Easements. Information regarding these matters may be available from the Council or the relevant Authority. A fee may be charged for such information.**

Particular of Rates & Charges, Outstanding Notices and Works for which a charge has been made:

- ♦ The **current rating year** is for the period **01/07/2022 to 30/06/2023**. Lump sum payment – due by **15/02/2023** or by instalment **30/09/2022, 30/11/2022, 28/02/2023 and 31/05/2023**. Interest is chargeable after these dates on any outstanding amount.
- ♦ Interest on outstanding charges and additional payments or charges may have affected the balance, please check with this office at time of settlement for an update amount. Telephone ☎ **03 5272 5272**.

**Please Note: Council has no involvement in the settlement process. On request any overpayment of rates at settlement will be refunded to the payee, with a \$30 fee being applicable.**

Confirmation of any variation to this certificate will only be given for up to 90 days from the date of issue

(ie. **05-Jun-2023**) and within the current financial year.

**The Local Government Act 2020 requires a Notice of Acquisition be submitted to ensure Purchasers correct name and address details are held by Council. Council cannot accept liability for incorrect addresses when notification in writing has not been supplied.**

Notice can be emailed to: [transfers@geelongcity.vic.gov.au](mailto:transfers@geelongcity.vic.gov.au)

**2022-2023 LAND INFORMATION CERTIFICATE (cont.)**In accordance with Section 121 of the  
Local Government Act 2020Date of Issue: **07-Mar-2023**

eService

Certificate No: **203926**Property Address: **9 Tispa Drive, LEOPOLD VIC 3224**Assessment Number: **906072.4**

	<b><u>Rate, Charges &amp; Other Monies</u></b>	<b><u>Amount \$</u></b>
<b>Arrears:</b>	Balance Brought Forward	0.00
	Legal Fees Arrears	0.00
<b>Current:</b>	General Rates	1,147.70
	State Government Levies	148.80
	Waste Management	429.65
	Municipal Charge	0.00
	Refunds	0.00
	Concession Rebates	0.00
	Interest Arrears	0.00
	Interest Current	0.00
	Legal Fees	0.00
<b>Other:</b>	Special Charges ( <i>subject to Final Costs</i> )	0.00
	Sundry Charges	0.00
<b>Payment:</b>	Amount Received	-1,726.15
	Overpayment	0.00
	<b>All Overdue amounts should be paid at settlement.</b> The purchaser is liable for all outstanding rates and charges after transfer and settlement.	
	<b>Total Due:</b>	<b>0.00</b>

**General Notes:** Supplementary Valuations are conducted by Council when a property's characteristics change. Examples of this (but not exclusive) are: A building is altered, erected, or demolished. A property is amalgamated, subdivided, rezoned, part sold, or affected by road construction. As a result of this, an Adjusted Valuation may be returned in due course and a subsequent rate adjustment may be levied within the financial year.

**Condition:**

I hereby certify that as the date of issue, the information given in this certificate is a correct disclosure of the rates, charges, interest and other monies payable to the **City of Greater Geelong** together with any Notices pursuant to the Local Government Act 1989, Local Laws or any other legislation.


**Authorised Officer****Biller Code: 17475****Reference: 100009060724**Payment via internet or phone banking,  
from your cheque or savings account.**Your Ref:** 68137140-016-5:171678**Page 2 of 2**

## Information Statement Part A

*In accordance with Section 158 of the Water Act 1989  
(Should be Read in Conjunction with Part B)*

**INSTALLATION NUMBER:** 20716655      **APPLICATION NUMBER:** 437938      **DATE:** 07/03/2023  
**PROPERTY ADDRESS:** 9 TISPA DR, LEOPOLD, VIC 3224  
**YOUR REFERENCE:** 641079  
**OWNER:** M P & T O'Driscoll  
**COMMENTS:** **Comments**

The following service charges are applicable for the abovenamed property for the period 01/01/2023 to 31/03/2023. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

	Value	GST	Price
Sewerage Service Charge	146.09	0.00	146.09
Water Service Charge	33.77	0.00	33.77
Total Service Charge	\$ 179.86	0.00	179.86

Barwon Region Water Corporation hereby certifies that the following Charges and Interest are due and payable to it in respect of the abovenamed property.

### Charges Due & Payable

	Value	GST	Price
Sewerage Service Charge	146.09	0.00	146.09
Water Service Charge	33.77	0.00	33.77
Water Volume charged to tenant	0.00	0.00	0.00
<b>TOTAL DUE</b>	<b>\$ 179.86</b>	<b>0.00</b>	<b>179.86</b>

### Important Information

Due date for Billed Service and Volume Charges 27/03/2023

Our records show that a tenant is currently residing at this property, and responsible to pay the water volume charge. To assist in ensuring that accounts are issued correctly, would you please complete the attached letter, and return to us at your earliest convenience, advising whether that tenant will continue to occupy the property after settlement.

**\* PLEASE NOTE: Special Meter Readings may not be required for residential properties that are currently tenanted by a long term tenant, i.e. where the tenant has occupied the property for more than the last three months.**

The water meter for this property was last read on 06/03/2023. In order to ensure accurate water volume charges are able to be adjusted at the time of settlement, you will need to make application for a special meter reading. This can be requested via [Property enquiry application](#) or by visiting the Properties and development section of our website. You should allow 5 working days for this to be completed and the certificate to be sent to you.

The information statement will also provide details of other charges, including any unpaid amounts. In order to ensure this is accurate close to the time of settlement, you can request an Information Statement update by going to [Information statement update](#) or by visiting Properties and development – Information statement update page on our website or by calling 1300 656 007.

In accordance with Section 275 of the Water Act 1989, a person who becomes the owner of a property must pay to Barwon Water at the time the person becomes the owner of the property, any amount that is due to Barwon Water as a charge on that property.

*To effect a change of ownership, details of the sale are required by Notice of Disposition or Acquisition to Barwon Water, P.O. Box 659, Geelong Vic 3220.*

**\* PLEASE NOTE:**      ***Verbal confirmation will not be given after 06/05/2023. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 06/05/2023 and a fee will be payable.***  
**\***  
**\***

*If the property to be purchased is vacant land, any proposed building will attract connection fees and/or contribution fees. To find out more detail on these please contact Barwon Water on 1300 656 007.*

Manager Customer Centre

**Our Ref: 437938**  
**Your Ref: 641079**

**07/03/2023**

Barwon Region Water Corporation,  
PO Box 659,  
GEELONG VIC 3220

Dear Sir/Madam,

**Re: 20716655 9 TISPA DR, LEOPOLD, VIC 3224**

It has been noted from the Information Statement the water volume has been charged to

**J & I Carlon**

the person recorded as the tenant occupying the abovenamed property and as such is liable for payment. This charge is not the responsibility of the owner of the property.

Please complete the applicable details and email to [info@barwonwater.vic.gov.au](mailto:info@barwonwater.vic.gov.au) or call 1300 656 007.

- 
1. I wish to advise that the tenant will continue to occupy the property after settlement, and that future water volume accounts should be issued to the tenant.

or

2. I wish to advise that the tenant will not occupy the property after settlement has been finalised.

Date of vacation: \_\_\_\_\_

Forwarding address: \_\_\_\_\_

or telephone contact details: \_\_\_\_\_

or

3. The name of the tenant shown above is not correct, and your records should be amended to show

Name of Tenant: \_\_\_\_\_

Date of Occupation: \_\_\_\_\_

Yours faithfully

Date: \_\_\_\_\_

## *Information Statement Part B*

*In accordance with Section 158 of the Water Act 1989  
(Should be Read in Conjunction with Part A)*

07-03-2023

Ristevski Lawyers. C/- InfoTrack (Smokeball) C/- LANDATA  
Two Melbourne Quarter, Level 13, 697 Collins Street  
Docklands

Property: 9 TISPA DRIVE LEOPOLD 3224

I refer to your application received at this office on 07/03/2023. I wish to advise no encumbrances or easements related to Barwon Water works exist in respect of the above property, other than those that may be revealed by normal Title search, and no Notices or Orders presently remain outstanding relative to the connection of water supply and/or sewerage services.

Should you have any inquiries, please contact Barwon Water on 1300 656 007.

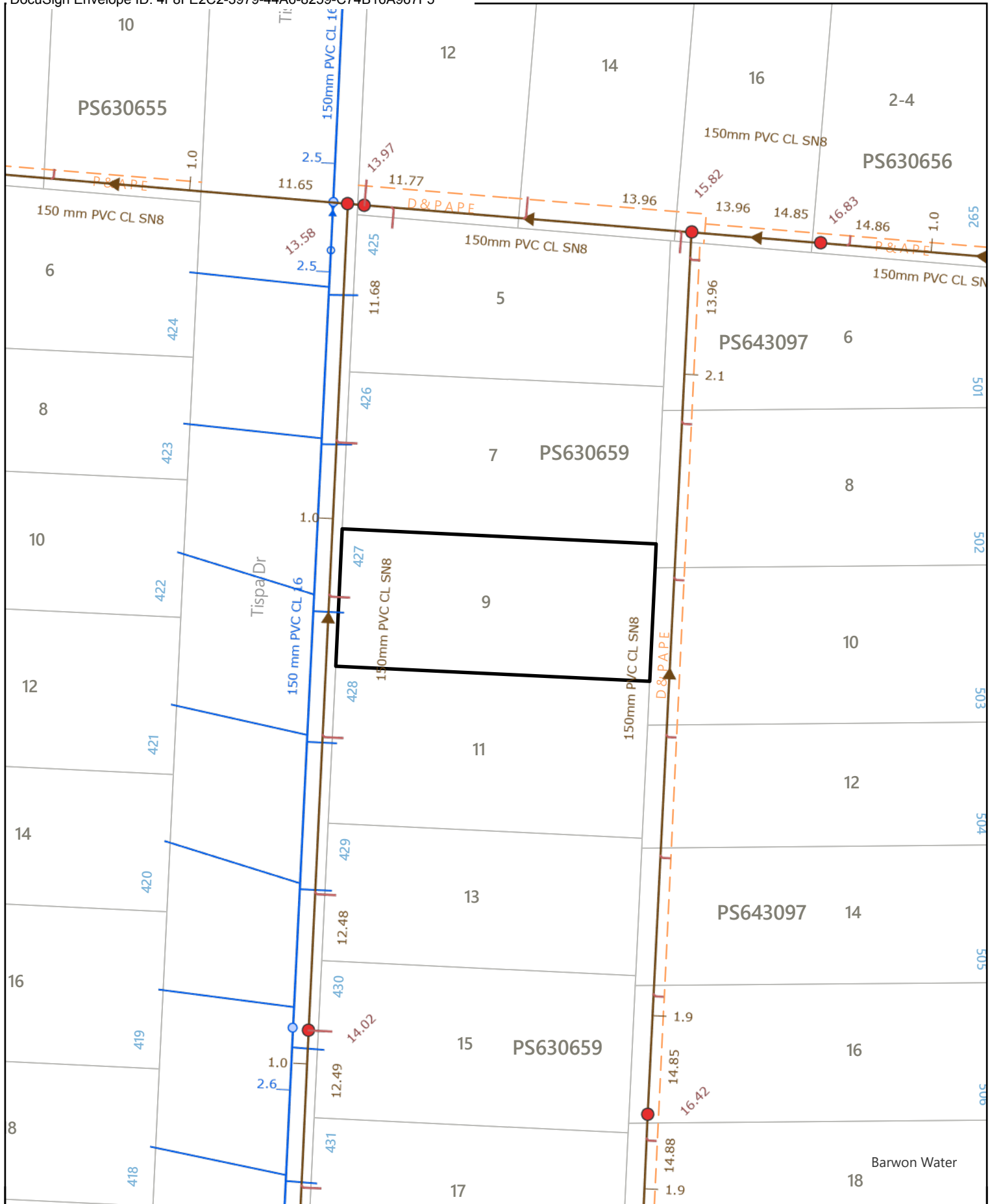
**Our Ref:** EC437938

**Your Ref:** 641079

**Agent Ref:** 68137140-028-8

Yours faithfully.

Manager Customer Centre



## Lot 427 9 TISPA DR LEOPOLD

Scale: 1:500

Created: 9/03/2023

### Legend

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



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



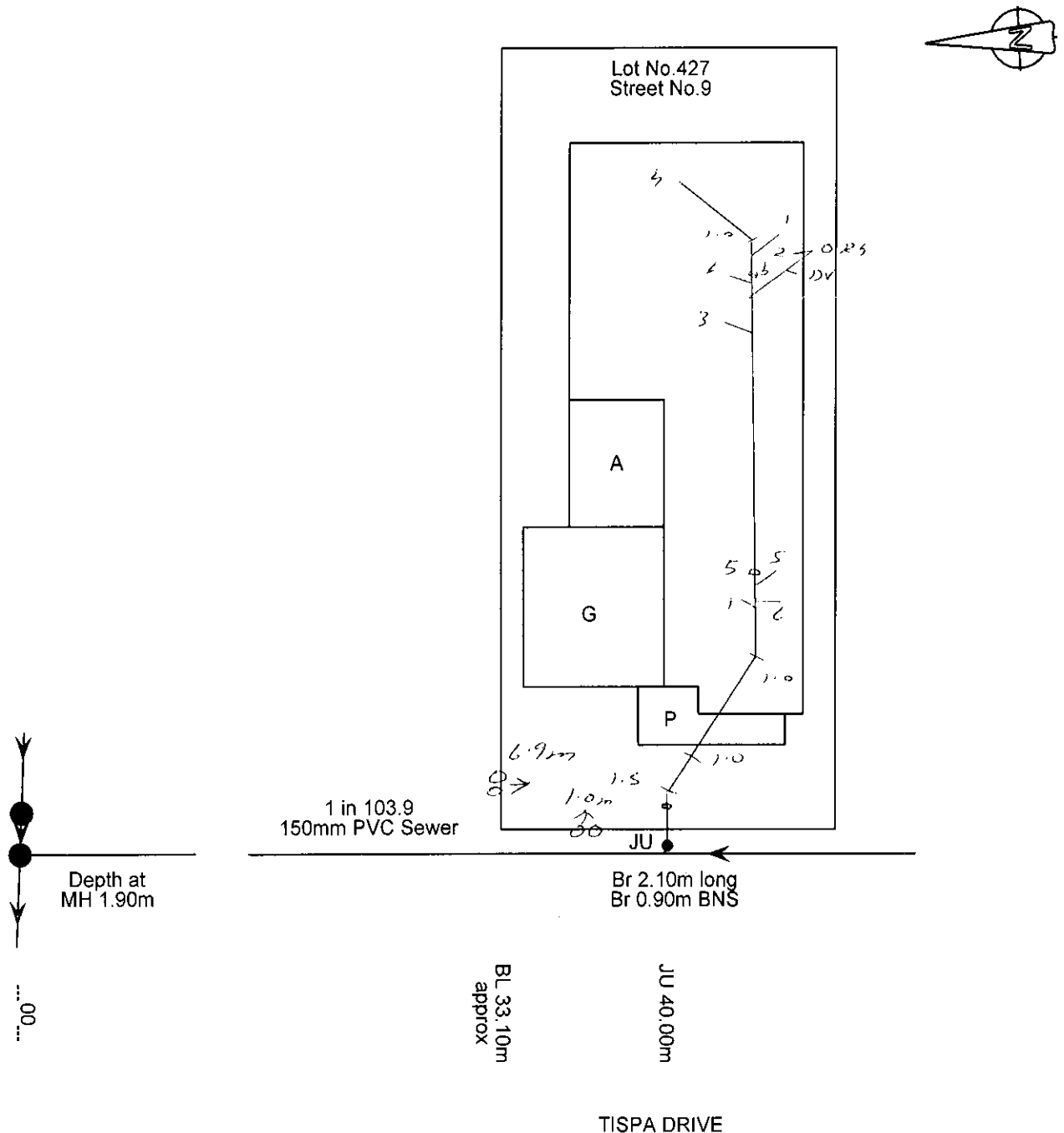
P.O. BOX 659 GEELONG 3220

T: 1300 656 007

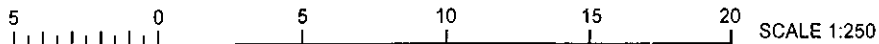
F: 03 5229 3495

E: property-connections@barwonwater.vic.gov.au

Address: 427 TISPA DV	Date: 11/5/12
Suburb: LEONARD	Plumber/Drainer: C. J. JONES
Installation No.: 20716655	Licence No.: 28947
Drainage Plan No.: HC9192	Phone No.: 9734-1824
F.B/S.E No.: L006483/8	Compliance Cert. No.: 10535-785
PIC Consent No.: 01000446472	

O.B.  
19/04/12

SCALE



FIXTURES

Closet	Bath	Sink	Trough	Basin	Shower	Washing Machine
1	2	3	4	5	6	

WARNING: Entry into any Manhole or the construction of a new connection to a live sewer is controlled by confined space and OH&amp;S regulations.

A4



Property Clearance Certificate  
Taxation Administration Act 1997



INFOTRACK / RISTEVSKI LAWYERS.

Your Reference:	219191
Certificate No:	61341712
Issue Date:	07 MAR 2023
Enquiries:	ESYSPROD

Land Address: 9 TISPA DRIVE LEOPOLD VIC 3224					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
39164223	427	630659	11300	608	\$566.74

Vendor: TEA O'DRISCOLL & MICHAEL O'DRISCOLL  
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR MICHAEL PATRICK O'DRISCOLL	2023	\$350,000	\$524.61	\$0.00	\$524.61

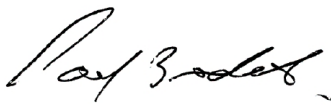
Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
MR MICHAEL PATRICK O'DRISCOLL	2022	\$646.77	\$0.00	\$42.13

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

  
Paul Broderick  
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$600,000
SITE VALUE:	\$350,000
AMOUNT PAYABLE:	\$566.74



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

**Certificate No:** 61341712

## Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Information for the vendor

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

## Amount shown on Certificate

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

## General information

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

## Land tax is a first charge on land

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$475.00

Taxable Value = \$350,000

Calculated as \$375 plus ( \$350,000 - \$300,000) multiplied by 0.200 cents.

## Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

## Property Clearance Certificate - Payment Options

### BPAY



Billers Code: 5249  
Ref: 61341712

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 61341712

### Visa or Mastercard

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

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

# PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 07 March 2023 10:40 AM

## PROPERTY DETAILS

Address: **9 TISPA DRIVE LEOPOLD 3224**

Lot and Plan Number: **Lot 427 PS630659**

Standard Parcel Identifier (SPI): **427\PS630659**

Local Government Area (Council): **GREATER GEELONG**

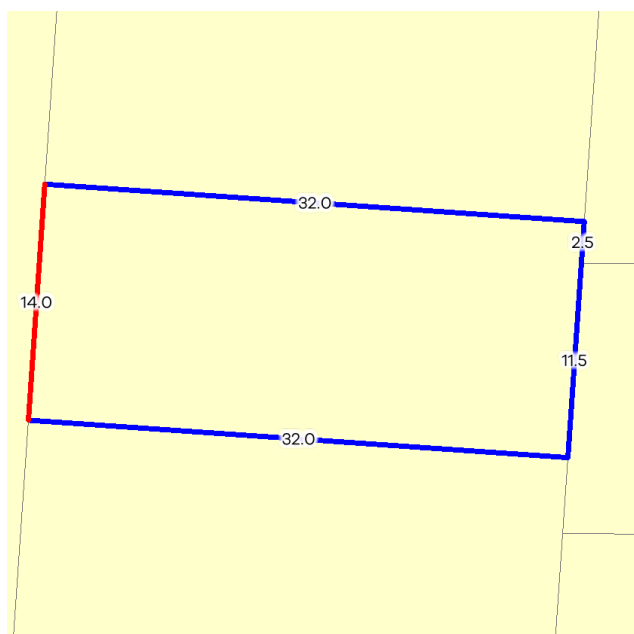
Council Property Number: **345195**

Directory Reference: **Melway 468 C6**

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

## SITE DIMENSIONS

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



**Area:** 448 sq. m

**Perimeter:** 92 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: **Southern Rural Water**

Urban Water Corporation: **Barwon Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**

Legislative Assembly: **BELLARINE**

## PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

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

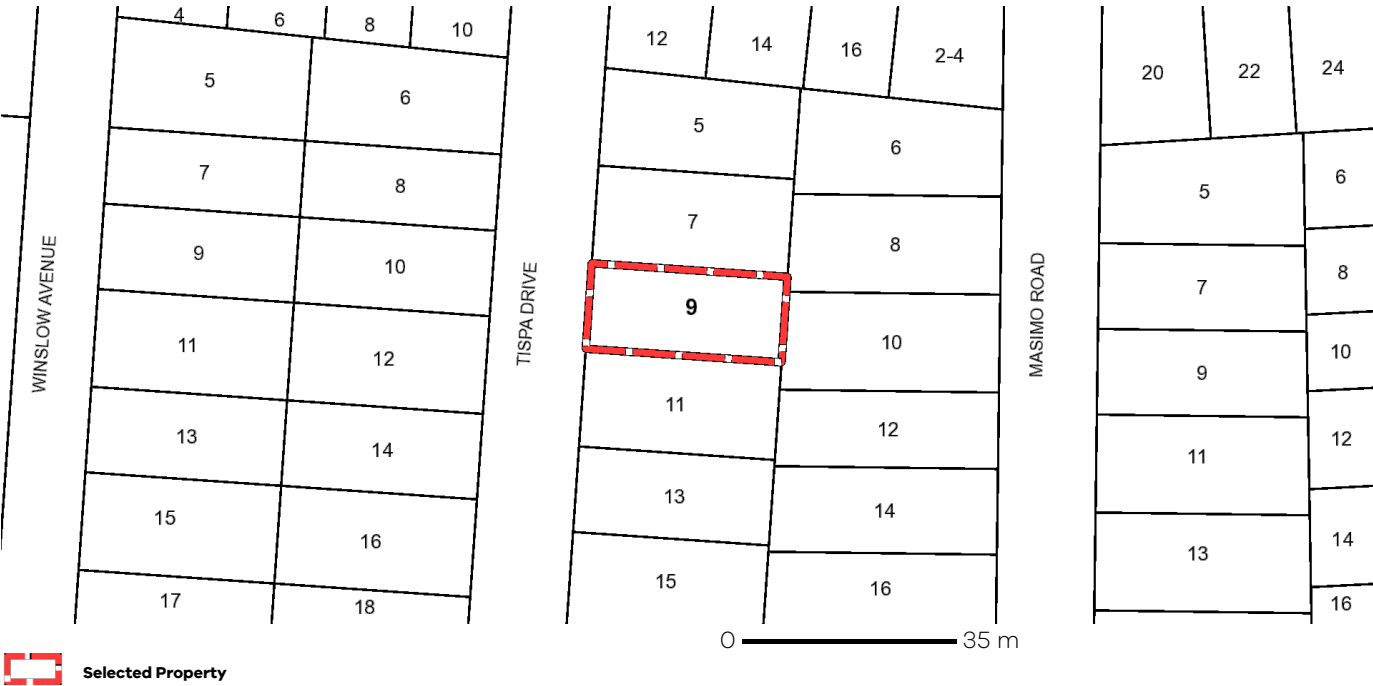
Planning Property Reports can be found via these two links

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

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

PROPERTY REPORT

Area Map



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 07 March 2023 10:40 AM

PROPERTY DETAILS

Address: 9 TISPA DRIVE LEOPOLD 3224  
Lot and Plan Number: Lot 427 PS630659  
Standard Parcel Identifier (SPI): 427\PS630659  
Local Government Area (Council): GREATER GEELONG  
Council Property Number: 345195  
Planning Scheme: Greater Geelong  
Directory Reference: Melway 468 C6

www.geelongaustralia.com.au

Planning Scheme - Greater Geelong

UTILITIES

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

STATE ELECTORATES

Legislative Council: WESTERN VICTORIA  
Legislative Assembly: BELLARINE

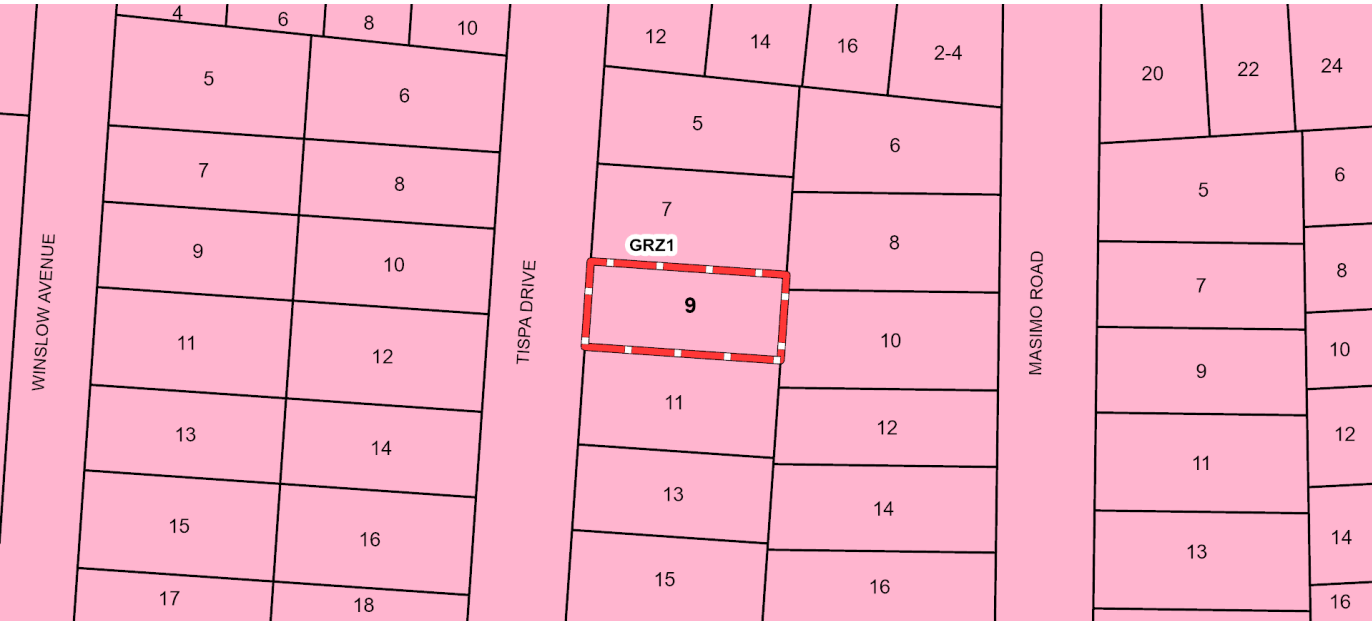
OTHER

Registered Aboriginal Party: Wadawurrung Traditional Owners  
Aboriginal Corporation

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.

# PLANNING PROPERTY REPORT



VICTORIA  
State  
Government

Environment,  
Land, Water  
and Planning

## Planning Overlay

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

[DEVELOPMENT PLAN OVERLAY – SCHEDULE 18 \(DPO18\)](#)



 DPO - Development Plan 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 1 March 2023.

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

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

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

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

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

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

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

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

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

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

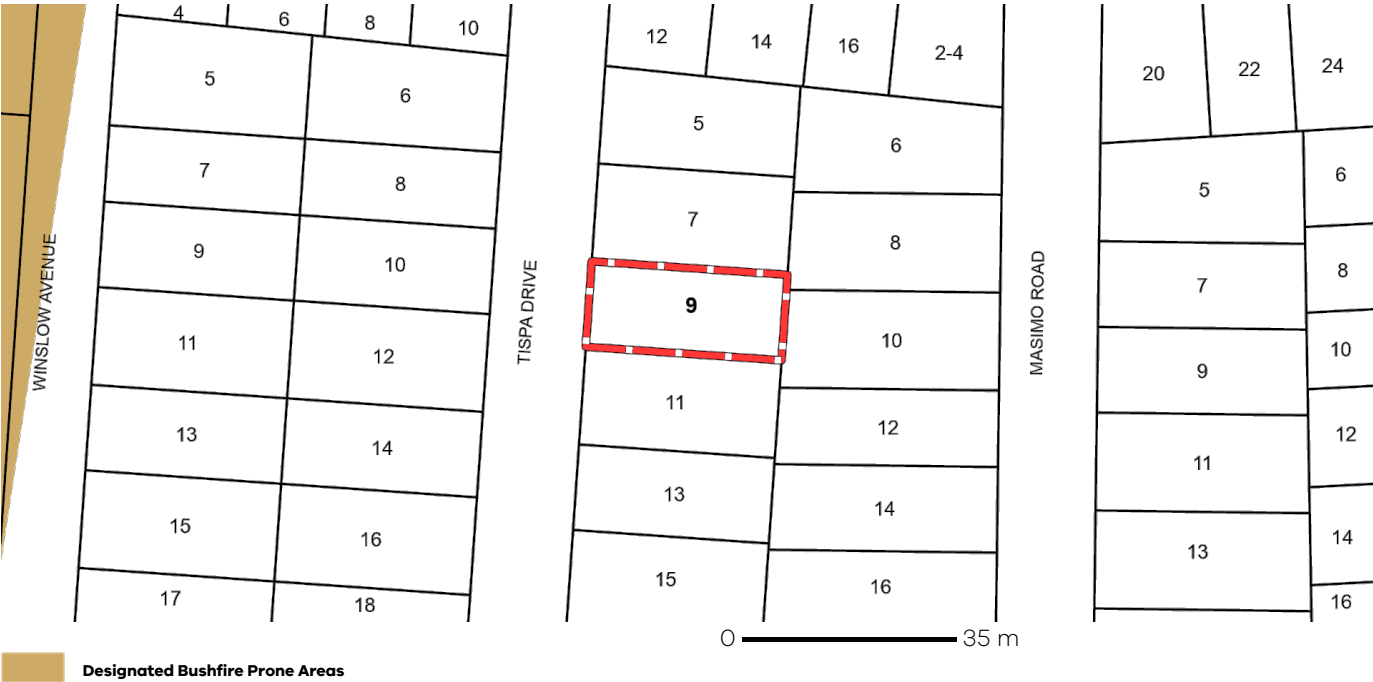
# PLANNING PROPERTY REPORT

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

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

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