

Contract of Sale of Land

Property: 110 McGowans Road, Donvale, VIC, 3111

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of Conveyancers (Victorian Division)



Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

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Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS AN INDIVIDUAL

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

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

WHERE SIGNATORY IS AN INDIVIDUAL

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

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

WHERE SIGNATORY IS A COMPANY

EXECUTED by

ABN:

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

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

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

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

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

for and on behalf of:

Howard Alexander Morey

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

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

for and on behalf of:

Lynda Elizabeth Morey

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

WHERE SIGNATORY IS A COMPANY

EXECUTED by

ABN:

in accordance with the requirements of s.127

Corporations Act 2001 (Cth) by:

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

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

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Particulars of Sale

Vendor's estate agent

Name: Vendor Advocacy Australia Pty. Ltd. in conjunction with O'Brien Real Estate (Blackburn)
Address: 129 Lower Plenty Road, Rosanna, VIC, 3084
Email: ianw@ianreid.com.au
Tel: 03 9430 0000 Mob: Fax: Ref:

Vendor

Name: Howard Alexander Morey and Lynda Elizabeth Morey
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Madison Sloan Lawyers
Address: 1-15 Hopetoun Road, Park Orchards, VIC, 3114
Email: louise@madisonsloanlawyers.com.au
Tel: 9879 0734 Mob: Fax: Ref:

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
10722 856	2	442411M

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 110 McGowans Road, Donvale, VIC, 3111

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

Payment

Price \$ _____
Deposit \$ _____ by (of which \$ _ has been paid)
Balance \$ _____ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

- the above date; and
- the 21st day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

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

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

☐ a lease for a term ending on with [] options to renew, each of [] years

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 if the box is checked. (*Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions*)

Loan (general condition 20)

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

Lender: _____

Loan amount: no more than _____

Approval
date: _____

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

Special Conditions

☒ Special condition 1 – Notice to Purchaser

- 1.1 The Vendor gives notice to the purchaser that in the event the purchaser fails to complete the purchase of the property by 4pm on the date specified in the contract for the payment of the balance of the sale price ("the settlement date") the vendor will or may suffer the following losses and expenses which the purchaser shall be required and hereby agrees to pay the Vendor in addition to interest payable in accordance with General Condition 33 of this contract:
- (a) all costs associated with obtaining finance to complete the vendor's purchase of another property including bridging finance
 - (b) accommodation costs necessarily incurred by the vendor
 - (c) any further interest payable by the vendor under an existing mortgage
 - (d) all fees and disbursements as between the vendor's solicitor and the vendor
 - (e) penalties payable by the vendor to a third party through any delay in completion of the vendor's purchase settlement.

☒ Special condition 2 – Reasonable Foreseeable loss

The Purchaser acknowledges and agrees that:

- 2.1 if the Purchaser is in breach of this Contract by not completing this Contract on the Settlement Date; and
- 2.2 if as a result of the Purchaser's breach, completion of this Contract takes place on a date that is after 31 December in the year that completion of this Contract is due to take place ("Settlement Year"); then
- 2.3 the Purchaser's breach will result in an increase in the amount of the Vendor's land tax assessment for the year following the Settlement Year as a result of the Property continuing to be included in the Vendor's total landholdings in Victoria; and
- 2.4 the additional tax on proportional basis, which the Vendor will incur in accordance with this Special Condition ("Additional Land Tax") is a reasonably foreseeable loss incurred by the Vendor as a result of the Purchaser's breach in respect of which the Vendor is entitled to compensation from the Purchaser.

If this Special Condition 2 applies, then, on the Settlement Date, the Purchaser must in addition to the Balance payable to the Vendor under this Contract pay to the Vendor the Additional Land Tax.

☒ Special condition 3 – Foreign Investment Policy

- 3.1 In the event that the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this Contract the Purchaser hereby warrants that it has where required by law obtained the approval of the Treasurer of the Commonwealth and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer has received a statement of non-objection by the treasurer or submits herewith evidence that the Treasurer has ceased to be empowered to make an order under Part III of the Foreign Acquisitions and Takeovers Act 1975.
- 3.2 The purchaser further acknowledges that in the event that this warranty is untrue in any respect the Purchaser hereby indemnifies the Vendor against any loss which the Vendor suffers as a result of the Vendor having relied on this on this warranty when entering into this contract including any consequential loss.

☒ Special condition 4 – Pool Registration and Fencing Compliance

- 4.1 The Vendor makes no warranties nor representations that any pool or spa on the property has been registered with the relevant Council nor that the pool or spa has a compliant safety barrier. The Purchaser acknowledges and agrees that it shall be responsible for registering the pool or spa with the Council, ensuring that the pool or spa has a compliant safety barrier and lodging a barrier compliance certificate with the Council. The Purchaser shall not make any objection nor requisition, claim any compensation (now nor at any time in the future) nor delay settlement as a result of the issue or non-issue or the lodgement or non lodgement of any barrier compliance certificate.

☒ **Special condition 5 – Settlement Date**

- 5.1 Notwithstanding any other condition of this Contract of Sale, settlement shall not be scheduled between Wednesday, 23 December 2026 and Monday, 11 January 2027. If settlement is scheduled at anytime during this period in error, settlement shall occur at the next available time, as agreed between the Vendor and Purchaser and/or their legal representatives, after the 12 January 2027.
- 5.2 Notwithstanding any other condition of this Contract of Sale, settlement shall not be scheduled on Monday 2nd November 2026. If settlement is scheduled on these days in error, settlement shall occur at the next available business day.

☒ **Special condition 6 – Purchaser Acknowledgements**

The purchaser acknowledges that they are purchasing the property:

- 6.1 As a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf;
- 6.2 With all improvements on and forming part of the land existing at the day of sale and in its present state of repair and condition and subject to any defects with regard to its construction, condition, position or state of repair at the day of sale;
- 6.3 Subject to any infestations and dilapidation;
- 6.4 Subject to all existing water, sewerage, drainage and plumbing services in respect of the property;
- 6.5 Subject to all registered and implied easements existing over or upon or affecting the property and the easements appropriated by any plan of subdivision (whether registered or unregistered) affecting the property; and
- 6.6 Subject to any non-compliance, that is disclosed herein in respect of any buildings and improvements on the land.

The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters within Special Condition 6.

☒ **Special condition 7 – Solar Panels**

- 7.1 If the property includes solar panels the vendor warrants that they are owned by the vendor and will be unencumbered and transferred to the purchaser at settlement.
- 7.2 The purchaser acknowledges that:
- i. The vendor makes no warranties as to the condition of the solar panels; and
 - ii. The vendor makes no warranties as to any savings that may be available to the purchaser because of the existence of the solar panels; and
 - iii. The purchaser must comply with any relevant regulations imposed currently or in the future by any regulatory authority which may apply to the solar panels and will not call upon any; and
 - iv. The purchaser agrees to indemnify and keep indemnified, the vendor, against any non-compliance of any regulation by the Vendor from the day of sale.

☒ **Special condition 8 – Re-scheduling Fee**

The Purchaser agrees and acknowledges that should they request any change in the settlement date and the date is agreed between the parties a fee of \$220.00 is payable by way of adjustment in favour of the vendor's representative at settlement.

☒ **Special condition 9 – Auction Rules (if applicable and property being sold at Auction)**

9.1 This property is offered for sale by Auction, subject to the vendor's reserve price.

9.2 The rules for the conduct of the Auction are as set out in Schedule 1 to the Sale of Land Act Regulations 2005, or any rules prescribed by regulation which modify or replace those rules.

9.3 In addition,

- the Purchaser must pay the deposit at the time the property is knocked down, and
- the Vendor or the auctioneer may sell the property to another person upon whatever terms the vendor thinks fit, if the Purchaser has not paid the deposit and signed the contract within 15 minutes of the property being knocked down

GENERAL RULES FOR CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the Vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time
5. The auctioneer may refer a bid to the Vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the Vendor or successful bidder at the auction refuses to sign the Contract of Sale following the auction.
8. If a reserved price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

GST residential withholding - Supplier Notification

This notice contains information to help a purchaser /
buyer comply with GST withholding obligations.

Supplier details

Name of supplier: Howard Alexander Morey and Lynda Elizabeth Morey

Property: 110 McGowans Road, Donvale VIC 3111

Withholding payment details

Purchaser / buyer must make a GST withholding payment: ☒ No ☐ Yes

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition “**electronic signature**” means a digital signature or a visual representation of a person’s handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and “electronically signed” has a corresponding meaning.
- 1.2 The parties’ consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser’s obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor –
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and

- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.

- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must –
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay – as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. DOMESTIC BUILDING INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* (Vic) before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958* (Vic).
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if –
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if –
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958* (Vic).

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit –
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit –
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

- 14.6 Payment of the deposit may be made or tendered –
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed –
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition –
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of –

- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement –
- (a) the purchaser must pay the balance; and
 - (b) the vendor must –
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

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

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

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

19. GST

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

- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In these general conditions –
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from –
 - (i) a registered building surveyor;
 - (ii) a registered building inspector;
 - (iii) a registered domestic builder; or
 - (iv) an architect,
 which is –
 - (v) prepared in compliance with Australian Standard AS 4349.1-2007;
 - (vi) identifies a current defect in a structure on the land; and
 the author states is a major defect.
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser –
- (a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property, must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the basis that the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23 if requested by the vendor.
- 23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Tax Act must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Tax Act or in the GST Act have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the Tax Act at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must, at least 14 days before the due date for settlement, provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the Tax Act because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the Tax Act. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must –
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must –
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;despite –
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if –
 - (a) settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Tax Act, but only if –
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must –
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to –
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that –
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the Tax Act if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the Tax Act is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that –
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250(1) of Schedule 1 to the Tax Act.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served –

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or
- (d) by email.

27.4 Any document properly sent by –

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

27.6 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.
- 28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies.

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962* (Vic) –

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962* (Vic); and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing and the purchaser is entitled to possession or receipt of the rents and profits, each of the following applies –

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand

without affecting the vendor's other rights under this contract;

- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must –
 - (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given –
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if –
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.

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

110 MCGOWANS ROAD,
DONVALE, VIC, 3111

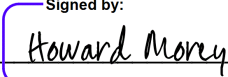
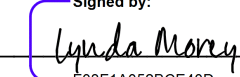
Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.
The vendor may sign by electronic signature.

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

Land	110 MCGOWANS ROAD, DONVALE VIC 3111
------	-------------------------------------

Vendor's name	Howard Alexander Morey	Date	/ /
Vendor's signature		20/8/2026	
	Signed by:  5753556300634FF...		
Vendor's name	Lynda Elizabeth Morey	Date	/ /
Vendor's signature		20/8/2026	
	Signed by:  F03F1A052BCE40D...		

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

1. FINANCIAL MATTERS

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

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

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

\$0.00	To	
Other particulars (including dates and times of payments):		

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No. 110
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒ NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):
- ☒ Is in the attached copies of title document/s
- (b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:
- To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

☒ Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

☒ Are contained in the attached certificate

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.1 Staged Subdivision

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:
NIL
- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:
NIL
- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:
NIL

10.2 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

1. Due Diligence Checklist
2. Register Title Search Volume 10722 Folio 856
3. Plan of Subdivision PS442411M
4. S173 Agreement AB770258F
5. Planning Property Report
6. Vic Roads Certificate
7. Water Information Statement
8. Land Information Certificate
9. Land Tax Clearance Certificate
10. Council Building Approval
11. Building Permit No. BS-U 28986/6256499446149 28 July 2022
12. Certificate of Final Inspection for BS-U 28986/6256499446149
13. Pool Registration and Compliance
14. EPA Priority Sites Register
15. Landchecker 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](https://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.

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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



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

Page 1 of 2

VOLUME 10722 FOLIO 856

Security no : 124137298857Q
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LAND DESCRIPTION

Lot 2 on Plan of Subdivision 442411M.
PARENT TITLE Volume 08834 Folio 354
Created by instrument PS442411M 08/05/2003

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
HOWARD ALEXANDER MOREY
LYNDA ELIZABETH MOREY both of 110 MCGOWANS ROAD DONVALE VIC 3111
AL375302W 23/09/2014

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL375303U 23/09/2014
COMMONWEALTH BANK OF AUSTRALIA

CAVEAT BA174452H 03/03/2026
Caveator
CAMPAIGN AGENT PTY LTD ACN: 608962812
Grounds of Claim
CHARGE CONTAINED IN AN AGREEMENT WITH THE FOLLOWING PARTIES AND DATE.
Parties
HOWARD ALEXANDER MOREY
Date
18/07/2025
Estate or Interest
INTEREST AS CHARGE
Prohibition
ABSOLUTELY
Lodged by
CAMPAIGN AGENT PTY. LTD.
Notices to
CAMPAIGN AGENT of 511 CHURCH STREET RICHMOND VIC 3121

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
AB770258F 19/12/2002

DIAGRAM LOCATION

SEE PS442411M FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----



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

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

Page 2 of 2

Additional information: (not part of the Register Search Statement)

Street Address: 110 MCGOWANS ROAD DONVALE VIC 3111

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 23/10/2016

DOCUMENT END



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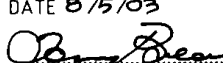
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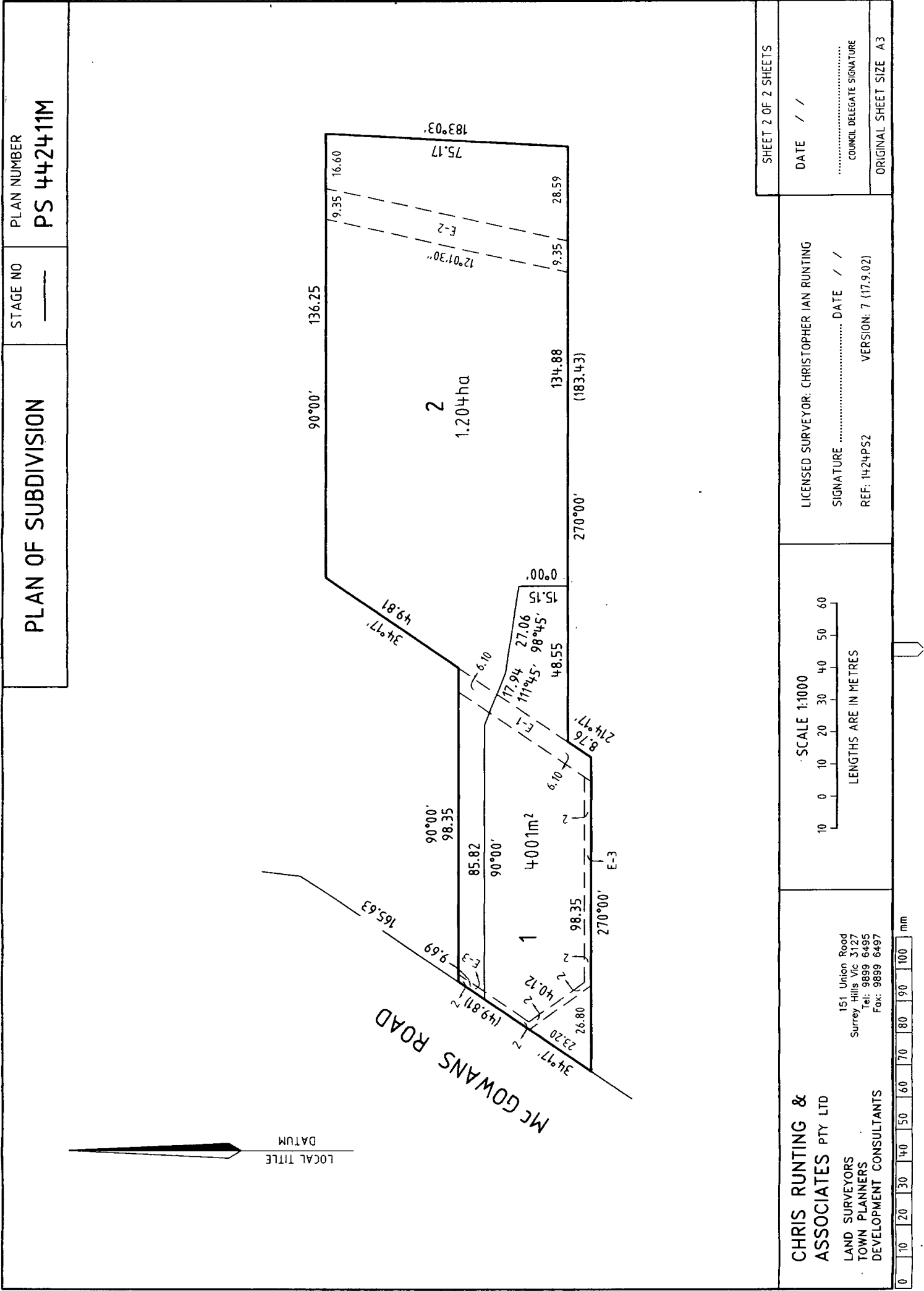
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Document Identification	PS442411M
Number of Pages (excluding this cover sheet)	2
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PLAN OF SUBDIVISION		STAGE NO —	LTO USE ONLY EDITION 1	PLAN NUMBER PS 442411M
LOCATION OF LAND		COUNCIL CERTIFICATION AND ENDORSEMENT		
PARISH: NUNAWADING TOWNSHIP: - SECTION: - CROWN ALLOTMENT: 140 AND 143 (PARTS) LTO BASE RECORD: CHART 111 (3337) LAST PLAN REF: LP 88138 LOT 2 TITLE REFERENCE: VOL 8834 FOL 354 POSTAL ADDRESS: 108 MC GOWANS ROAD DONVALE 3111 AMG CO-ORDINATES: E 340 650 OF APPROX. CENTRE N 5 815 800 OF LAND IN PLAN ZONE 55		COUNCIL NAME: MANNINGHAM CITY COUNCIL REF: 12756 (1) THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988. (2) THIS PLAN IS CERTIFIED UNDER SEC. 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: (A) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS NOT BEEN MADE (B) THE REQUIREMENT HAS BEEN SATISFIED (C) THE REQUIREMENT IS TO BE SATISFIED IN STAGE: COUNCIL DELEGATE COUNCIL SEAL DATE 16/2/03 RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988 COUNCIL DELEGATE COUNCIL SEAL DATE / /		
VESTING OF ROADS OR RESERVES				
IDENTIFIER	COUNCIL/BODY/PERSON			
NIL	NIL			
NOTATIONS				
DEPTH LIMITATION: DOES NOT APPLY STAGING: THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT NO: SURVEY: THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS: IN PROCLAIMED SURVEY AREA NUMBER:		OTHER PURPOSE OF PLAN: TO REMOVE THAT PART OF THE DRAINAGE AND SEWERAGE EASEMENT (6.10m WIDE) FROM THE WESTERN BOUNDARY OF CERTIFICATE OF OF TITLE VOL 8834 FOL 354 TO THE INTERSECTION WITH THAT PART OF THE EASEMENT BEARING NORTH-SOUTH BENEFITING THE LAND IN LP 88138. GROUNDS FOR EASEMENT REMOVAL: PLANNING PERMIT No.		
EASEMENT INFORMATION				
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)				
EASEMENTS PURSUANT TO SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO THE LAND IN THIS PLAN				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	DRAINAGE AND SEWERAGE	6.10	LP 88138	LAND IN LP 88138
E-2	DRAINAGE AND SEWERAGE	9.14	LP 88138	LAND IN LP 88138
E-3	DRAINAGE	2	THIS PLAN	MANNINGHAM CITY COUNCIL
LTO USE ONLY STATEMENT OF COMPLIANCE EXEMPTION STATEMENT RECEIVED ☒ DATE 5/5/03 LTO USE ONLY PLAN REGISTERED TIME 8:59 DATE 8/5/03  ASSISTANT REGISTRAR OF TITLES SHEET 1 OF 2 SHEETS				
CHRIS RUNTING & ASSOCIATES PTY LTD LAND SURVEYORS TOWN PLANNERS DEVELOPMENT CONSULTANTS		151 Union Road Surrey Hills Vic 3127 Tel: 9899 6495 Fax: 9899 6497		
LICENSED SURVEYOR: CHRISTOPHER IAN RUNTING SIGNATURE DATE 20/9/02 REF: 1424PS2		VERSION: 7 (17.9.02)		
DATE 16/2/03 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3				





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Form 13

AB770258F

19/12/2002 \$59 173



Section 181

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A
RECORDING OF AN AGREEMENT**

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Maddocks

Phone: 9288 0555

Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne

Ref: TGM:PJD:LGC:912348

Customer Code: 1167E

The Authority having made an agreement referred to in section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register for the land.

Land: Volume 8834 Folio 354

Authority: Manningham City Council of 699 Doncaster Road, Doncaster

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

A copy of the agreement is attached to this application

Signature for the Authority:

Name of officer:

JOHN GENAVE

Office held:

CHIEF EXECUTIVE

Date:

10 DECEMBER 2002

[912348/PJD/M0056237:1]

EV
19/12/02



DAB770258F-1-9

1422



Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666
Email info@maddocks.com.au
www.maddocks.com.au
DX 259 Melbourne

Date 10 / 12 / 2002



DAB770258F-2-7

Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: 108-110 McGowans Road, Donvale

**Manningham City Council
and**

Howard Alexander Morey and Meredith May Morey

AB770258F

19/12/2002 \$59 173



Affiliated offices
Adelaide, Brisbane, Colombo, Dubai,
Hong Kong, Jakarta, Kuala Lumpur,
Manila, Mumbai, New Delhi, Perth,
Singapore, Sydney, Tianjin



DAB770258F-3-5

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AB770258F

19/12/2002 \$59

173



Agreement under Section 173 of the Planning and Environment Act 1987

DATE 10 / 12 / 2002

AB770258F



BETWEEN

MANNINGHAM CITY COUNCIL
of 699 Doncaster Road, Doncaster

(Council)

AND

HOWARD ALEXANDER MOREY AND MEREDITH MAY MOREY
of 108 McGowans Road, Donvale

(Owner)

RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 19 September 2002 Council issued Planning Permit No. PL01/012756 (**Planning Permit**) allowing the Subject Land to be subdivided into two (2) lots and removal of vegetation and relocation of an easement in accordance with a plan to be endorsed under condition 1 of the Planning Permit. Condition 16 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Planning Permit is attached to this Agreement and marked "A".
- D. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. U925937H in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- E. The parties enter into this Agreement:
 - E.1 to give effect to the requirements of the Planning Permit; and
 - E.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

THE PARTIES AGREE

1. DEFINITIONS

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

Act means the *Planning and Environment Act 1987*.

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.



DAB770258F-4-3

Building has the same meaning as in the Act and includes dwellings, swimming pools, tennis courts and out-buildings.

Building Envelope means the area delineated and identified on the Endorsed Plan as a building envelope or the like.

Driveway means that part of the Subject Land delineated and identified on the Endorsed Plan as a 'driveway' or 'proposed driveway' or the like.

Effluent Envelope means the area delineated and identified on the Endorsed Plan as a effluent disposal envelope or the like.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. A copy of the plan endorsed as at the date of this Agreement is attached to this Agreement and marked with the letter "B".

lot means a lot on the Endorsed Plan.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

party or parties means the Owner and Council under this Agreement as appropriate.

Planning Scheme means the Manningham Planning Scheme and any other planning scheme that applies to the Subject Land.

Subject Land means the land situated at 108-110 McGowans Road, Donvale being the land referred to in Certificate of Title Volume 8834 Folio 354 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

Works has the same meaning as in the Act.

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 term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.

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- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 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 at law and equity with the Subject Land provided that if 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.

3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner agrees and acknowledges that:



3.1 Building Envelopes

the Owner will not build, construct or erect or cause or permit to be built, constructed or erected any Building on the Subject Land outside a Building Envelope without the written consent of Council;

3.2 Works

the Owner must not carry out or cause or permit to be carried out any Works, including filling or excavation, on any part of the Subject Land other than a Building Envelope, Effluent Envelope or Driveway without the written consent of Council; and

3.3 Effluent Envelope

the Owner must ensure that the Effluent Envelope is not used for any purpose other than the on-site absorption of sewerage, sullage and effluent and that no Works such as filling or excavation are carried out within the Effluent Envelope except for Works related to the installation and maintenance of a septic tank and on-site absorption lines

3.4 Drainage

the Owner must ensure that any Works carried out in accordance condition 18 of the Planning Permit are carried out in accordance with plans approved by Council.

4. FURTHER OBLIGATIONS OF THE OWNER

4.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owner further covenants and agrees that:

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- 4.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable 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.

4.3 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

5. AGREEMENT UNDER SECTION 173 OF THE ACT

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

6. OWNER'S WARRANTIES

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

7. SUCCESSORS IN TITLE

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

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

8. GENERAL MATTERS

8.1 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:

- 8.1.1 by delivering it personally to that party;
- 8.1.2 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

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8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

8.2 Service of Notice

A notice or other communication is deemed served:

8.2.1 if delivered, on the next following business day;

8.2.2 if posted, on the expiration of two business days after the date of posting;
or

8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

8.3 No Waiver

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

8.4 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.

8.5 No Fettering of Council's Powers

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

9. COMMENCEMENT OF AGREEMENT

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

SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

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SEAL RECEIVED
No. 5301

THE COMMON SEAL of
MANNINGHAM CITY COUNCIL was
hereunto affixed in the presence of:



Mayor/Councillor

Chief Executive Officer

SIGNED SEALED AND DELIVERED by
HOWARD ALEXANDER MOREY in the
presence of:

Witness

) _____
) _____
) _____

SIGNED SEALED AND DELIVERED by
MEREDITH MAY MOREY in the presence
of:

Witness

) _____
) _____
) _____

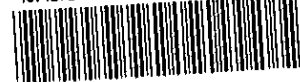
Mortgagee's Consent

Commonwealth Bank of Australia as Mortgagee of registered mortgage No. U925937H 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.

SIGNED SEALED and DELIVERED in Victoria
for and on behalf of COMMONWEALTH BANK
OF AUSTRALIA by its Attorney
DARREN GRAEME WILCOX
under Power dated 11 December 2000 a certified
copy of which is filed in Permanent Order Book
No. 277 at Page 016 who certifies that he/she is
SUPERVISOR EXECUTIONS/REGISTRATIONS
Victoria of COMMONWEALTH BANK OF AUSTRALIA
in the presence of:

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"A"

MANNINGHAM PLANNING SCHEME
Manningham City Council (Responsible Authority)

AMENDED PLANNING PERMIT

Permit No.: PL01/012756

ADDRESS OF THE LAND

108-110 McGowans Road DONVALE Lot 2 LP.88138 Vol 8834 Fol 354

THE PERMIT ALLOWS

The subdivision of the land into two allotments, the removal of vegetation and the relocation of Easement E-1

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT.

1. Prior to the submission of a plan of subdivision to the Responsible Authority for certification, an amended plan generally in accordance with the Design Response No. 3 Plan, submitted to Council on 14 May 2001 but modified clearly showing

- 1.1. The boundary of Lot 1 to be fully dimensioned;
- 1.2. The effluent envelopes to be fully dimensioned with setbacks from boundaries and the building envelope shown;
- 1.3. All building envelopes fully dimensioned with setbacks from all boundaries and the effluent envelope shown;

2. The subdivisional layout shown on the endorsed plan must not be modified without the written consent of the Responsible Authority.

Trees to be retained

3. Prior to the commencement of any site works, all trees and areas of vegetation to be retained and identified on the endorsed plan as "trees to be retained" must be clearly and uniformly marked with coloured tape during the period of site works and protected by barriers which shall be maintained during subdivision operations to the satisfaction of the Responsible Authority.
4. The owner must ensure that all contractors/tradespersons operating on the site are advised of the status of the trees to be retained prior to the commencement of the related construction works.

Services to be Made Available to Each Lot

5. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity, gas and telecommunication services

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Simon Mitchell
Signature for the Responsible Authority

Date Issued:

31 OCT 2001



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to each lot shown on the endorsed plan in accordance with the authority's requirements and relevant legislation at the time.

6. All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.
7. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of that Act.

Melbourne Water Requirements

8. Prior to issue of a Statement of Compliance, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation, under Section 269A of the Melbourne and Metropolitan Board of Works Act 1958, for the provision of drainage works and the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage system.
9. No polluted and/or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.
10. Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.
11. Separate application, direct to Melbourne Water, must be made for any new or modified storm water connection to Melbourne Water's drains or watercourses.

Other Conditions

12. Prior to the commencement of any site works, engineering plans and any necessary computations regarding the proposed driveway and filling of the dam on Lot 1 must be submitted to and approved by the Responsible Authority.
13. The driveway and the filling of the dam must be constructed in accordance with the approved plans to the satisfaction of the Responsible Authority.
14. Prior to the issue of a Statement of Compliance, the owner must submit a fill plan to Council for approval which shows the depth, extent and compaction standards of filling to be placed on land within subdivision. In particular, such plan shall provide for the filling of the existing dam adjacent to the western site boundary. Such plans must be certified by a qualified engineer.
15. Run-off from areas on which earthworks are carried out must be collected and treated to the satisfaction of the Responsible Authority by the use of open drains, filtration traps and retarding basins in the period between the commencement of construction works and the end of the maintenance period for the subdivisional construction works.

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Simon Mitchell
Signature for the Responsible Authority

Date Issued: 31 OCT 2001



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16. The owner must enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987 –

16.1. To ensure that all buildings erected on Lots 1 and 2 will be sited within the building envelopes shown on the endorsed plan and that no filling or excavation shall take place on Lots 1 and 2 outside of the building envelopes and driveways without the further consent of the Responsible Authority;

16.2. To ensure that the envelopes created for on-site absorption of sewerage, sullage and effluent are used only for such purpose and that no excavation or filling take place in these areas, except for works related to the installation and maintenance of the septic tank and on-site absorption lines;

16.3. To ensure the works as required by Condition 18 of this Planning Permit are constructed in accordance with plans approved by the Responsible Authority.

and such agreement must be executed by the owner prior to the Certification of the plan and executed at the owner's expense.

17. The subdivision permitted by this permit must be carried out to the satisfaction of the Responsible Authority.
18. Prior to the issue of a Statement of Compliance, an underground drain that caters for a 1 in 100 year storm (internal and external catchment) must be provided from the east side of McGowans Road through Lot 1 and discharging to Melbourne Water's watercourse at the rear of 106 McGowans Road. Such a drain must be constructed in accordance with engineering construction plans and computations submitted to and approved by the Responsible Authority. Plans and computations must be submitted prior to the commencement of site works authorised by this permit.
19. Prior to the issue of a Statement of Compliance, the septic system provided for the existing dwelling must be upgraded to the satisfaction of the Responsible Authority.
20. Prior to the issue of a Statement of Compliance, a supervision fee equal to 2.5% of the cost of construction of the subdivisional works must be paid to the responsible authority.
21. Prior to the issue of a Statement of Compliance, a plan-checking fee equal to 0.75% of the cost of construction of the subdivisional works must be paid to the responsible authority.
22. Prior to the issue of a Statement of Compliance, a maintenance deposit equal to 5% of the cost of construction of the subdivisional works must be lodged with the responsible authority and retained thereafter for a minimum of three months.
23. Prior to the issue of a Statement of Compliance, a schedule of costs for the construction of subdivisional works must be submitted to the Responsible Authority.
24. Prior to the release of the maintenance deposit for any infrastructure works, the owner must submit to the Responsible Authority:
- 24.1. Transparencies of the approved construction plans;

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- 24.2. A schedule which provides specific information (in accordance with the attachment 1) in relation to the assets created.
25. Unless the subdivision approved by this permit is commenced within two (2) years of the date of this permit, and completed within five (5) years from certification of the plan, then this permit will lapse.

FOOTNOTES

Planning Advice

Approval may be required for the construction of the dwelling and for works on the land under the planning controls affecting the site. Please consult Manningham Council's Statutory Planning Unit for advice regarding this matter.

This permit was amended on 14 February 2002 under Section 72 of the Planning & Environment Act 1987 by altering the wording of Condition 16.1.

This permit was amended on 19 September 2002 under Section 72 of the Planning & Environment Act 1987 by amending the Title of the permit.



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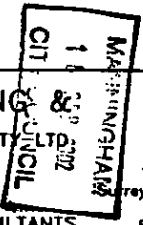
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Date: 19 September 2002


Simon Mitchell
Signature for the Responsible Authority

Date Issued: 31 OCT 2001

PLAN OF SUBDIVISION		STAGE NO —	LTO USE ONLY EDITION	PLAN NUMBER PS 442411M "B"
LOCATION OF LAND		COUNCIL CERTIFICATION AND ENDORSEMENT		
PARISH: NUNAWADING TOWNSHIP: — CROWN ALLOTMENT: 140 AND 143 (PARTS) LTO BASE RECORD: CHART 111 (3337) LAST PLAN REF: LP 88138 LOT 2 TITLE REFERENCE: VOL 8834 FOL 354 POSTAL ADDRESS: 108 MC GOWANS ROAD DONVALE 3111 AMG CO-ORDINATES: E 340 650 OF APPROX. CENTRE N 5 815 800 OF LAND IN PLAN ZONE 55		COUNCIL NAME: MANNINGHAM CITY COUNCIL REF: (1) THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988. (2) THIS PLAN IS CERTIFIED UNDER SEC. 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: (A) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS NOT BEEN MADE (B) THE REQUIREMENT HAS BEEN SATISFIED (C) THE REQUIREMENT IS TO BE SATISFIED IN STAGE: — Planning and Development Act 1977 MANNINGHAM PLANNING SCHEME COUNCIL DELEGATE COUNCIL SEAL DATE / / RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988 COUNCIL DELEGATE COUNCIL SEAL DATE / /		
VESTING OF ROADS OR RESERVES				
IDENTIFIER	COUNCIL/BODY/PERSON			
NIL	NIL			
AB770258F 19/12/2002 \$59 173 				
DEPTH LIMITATION: DOES NOT APPLY		OTHER PURPOSE OF PLAN: TO REMOVE THAT PART OF THE DRAINAGE AND SEWERAGE EASEMENT (6.10m WIDE) FROM THE WESTERN BOUNDARY OF CERTIFICATE OF TITLE VOL 8834 FOL 354 TO THE INTERSECTION WITH THAT PART OF THE EASEMENT BEARING NORTH-SOUTH BENEFITING THE LAND IN LP 88138.		
STAGING: THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT NO:		GROUND FOR EASEMENT REMOVAL: PLANNING PERMIT No.		
SURVEY: THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS: IN PROCLAIMED SURVEY AREA NUMBER:				
EASEMENT INFORMATION				
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)				
EASEMENTS PURSUANT TO SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO THE LAND IN THIS PLAN				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	DRAINAGE AND SEWERAGE	6.10	LP 88138	LAND IN LP 88138
E-2	DRAINAGE AND SEWERAGE	9.14	LP 88138	LAND IN LP 88138
E-3	DRAINAGE	2	THIS PLAN	MANNINGHAM CITY COUNCIL
 DB770258F-14-6				LTO USE ONLY STATEMENT OF COMPLIANCE EXEMPTION STATEMENT RECEIVED ☐ DATE / /
				LTO USE ONLY PLAN REGISTERED TIME DATE / /
CHRIS RUNTING & ASSOCIATES PTY LTD LAND SURVEYORS TOWN PLANNERS DEVELOPMENT CONSULTANTS 151 Union Road Tray Hills Vic 3127 Tel: 9899 6495 Fax: 9899 6497				ASSISTANT REGISTRAR OF TITLES SHEET 1 OF 2 SHEETS
LICENSED SURVEYOR: CHRISTOPHER IAN RUNTING SIGNATURE _____ DATE / / REF: 1424PS2 VERSION: 7 (17.9.02)				DATE / / COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

LOCAL TITLE
DATUM

Planning and Environment Act 1987
MANNINGHAM PLANNING SCHEME

Plan 2 of 3 approved part of
Planning Permit No. 12756

D.O. 19/9/02



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PLAN OF SUBDIVISION

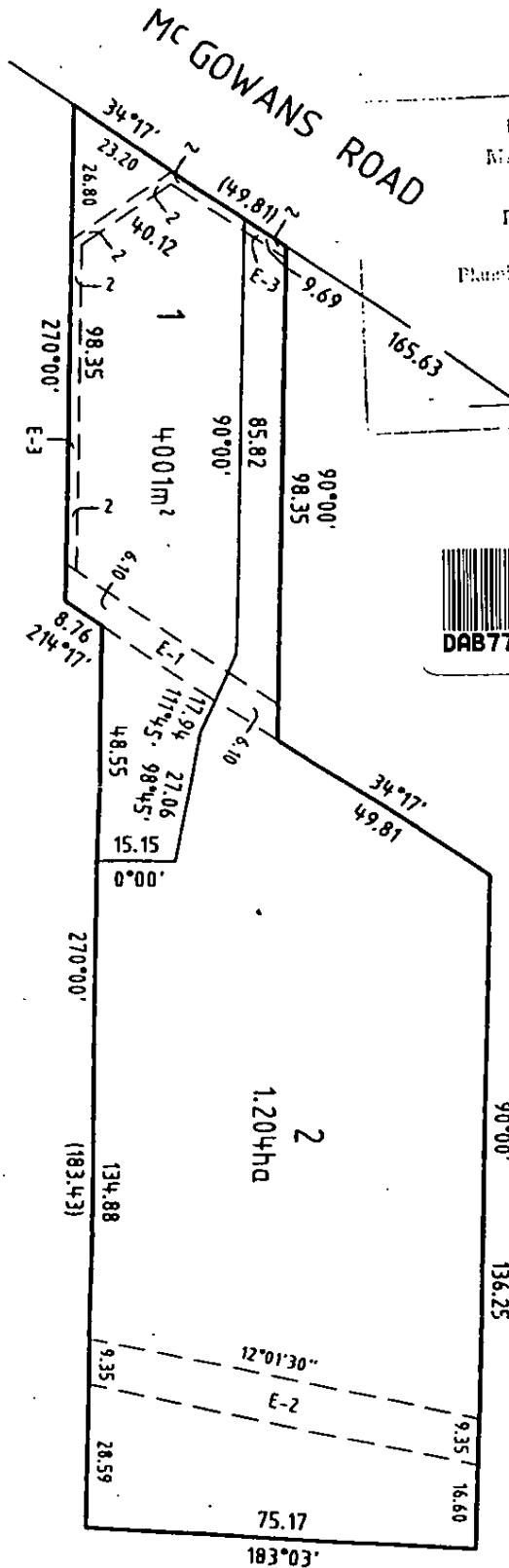
STAGE NO
—

PLAN NUMBER
PS 442411M

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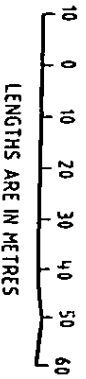


CHRIS RUNTING &
ASSOCIATES PTY LTD

LAND SURVEYORS
TOWN PLANNERS
DEVELOPMENT CONSULTANTS

151 Union Road
Surrey Hills VIC 3127
Tel: 9899 6485
Fax: 9899 6497

SCALE 1:1000



LICENSED SURVEYOR: CHRISTOPHER IAN RUNTING

SIGNATURE DATE / /

REF: 1424PS2 VERSION: 7 (17.9.02)

SHEET 2 OF 2 SHEETS (A1)

DATE / /

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3



FLORA ROAD

Mc GOWANS ROAD

TOTAL SITE AREA: 1.605ha

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APPROX TIME

112

[illegible]

종교

Not surprisingly, the Board indicated its decision was based on its existing understanding of the information that the company had provided. The Board stated that it was not aware of any other evidence.

The evidentiary status and timing of the first seven reports are subject to full review and trial in the case of summary judgment and any other authority which may have representations are presented in opposition.

In particular, no evidence should be placed on the information on the basis for any financial decision-making by the Board.

The Board's decision of July 20, 2006, of the 10th, 11th, 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 21st, 22nd, 23rd, 24th, 25th, 26th, 27th, 28th, 29th, 30th, 31st, 32nd, 33rd, 34th, 35th, 36th, 37th, 38th, 39th, 40th, 41st, 42nd, 43rd, 44th, 45th, 46th, 47th, 48th, 49th, 50th, 51st, 52nd, 53rd, 54th, 55th, 56th, 57th, 58th, 59th, 60th, 61st, 62nd, 63rd, 64th, 65th, 66th, 67th, 68th, 69th, 70th, 71st, 72nd, 73rd, 74th, 75th, 76th, 77th, 78th, 79th, 80th, 81st, 82nd, 83rd, 84th, 85th, 86th, 87th, 88th, 89th, 90th, 91st, 92nd, 93rd, 94th, 95th, 96th, 97th, 98th, 99th, 100th, 101st, 102nd, 103rd, 104th, 105th, 106th, 107th, 108th, 109th, 110th, 111th, 112th, 113th, 114th, 115th, 116th, 117th, 118th, 119th, 120th, 121st, 122nd, 123rd, 124th, 125th, 126th, 127th, 128th, 129th, 130th, 131st, 132nd, 133rd, 134th, 135th, 136th, 137th, 138th, 139th, 140th, 141st, 142nd, 143rd, 144th, 145th, 146th, 147th, 148th, 149th, 150th, 151st, 152nd, 153rd, 154th, 155th, 156th, 157th, 158th, 159th, 160th, 161st, 162nd, 163rd, 164th, 165th, 166th, 167th, 168th, 169th, 170th, 171st, 172nd, 173rd, 174th, 175th, 176th, 177th, 178th, 179th, 180th, 181st, 182nd, 183rd, 184th, 185th, 186th, 187th, 188th, 189th, 190th, 191st, 192nd, 193rd, 194th, 195th, 196th, 197th, 198th, 199th, 200th, 201st, 202nd, 203rd, 204th, 205th, 206th, 207th, 208th, 209th, 210th, 211st, 212th, 213th, 214th, 215th, 216th, 217th, 218th, 219th, 220th, 221st, 222nd, 223rd, 224th, 225th, 226th, 227th, 228th, 229th, 230th, 231st, 232nd, 233rd, 234th, 235th, 236th, 237th, 238th, 239th, 240th, 241st, 242nd, 243rd, 244th, 245th, 246th, 247th, 248th, 249th, 250th, 251st, 252nd, 253rd, 254th, 255th, 256th, 257th, 258th, 259th, 260th, 261st, 262nd, 263rd, 264th, 265th, 266th, 267th, 268th, 269th, 270th, 271st, 272nd, 273rd, 274th, 275th, 276th, 277th, 278th, 279th, 280th, 281st, 282nd, 283rd, 284th, 285th, 286th, 287th, 288th, 289th, 290th, 291st, 292nd, 293rd, 294th, 295th, 296th, 297th, 298th, 299th, 300th, 301st, 302nd, 303rd, 304th, 305th, 306th, 307th, 308th, 309th, 310th, 311st, 312th, 313th, 314th, 315th, 316th, 317th, 318th, 319th, 320th, 321st, 322nd, 323rd, 324th, 325th, 326th, 327th, 328th, 329th, 330th, 331st, 332nd, 333rd, 334th, 335th, 336th, 337th, 338th, 339th, 340th, 341st, 342nd, 343rd, 344th, 345th, 346th, 347th, 348th, 349th, 350th, 351st, 352nd, 353rd, 354th, 355th, 356th, 357th, 358th, 359th, 360th, 361st, 362nd, 363rd, 364th, 365th, 366th, 367th, 368th, 369th, 370th, 371st, 372nd, 373rd, 374th, 375th, 376th, 377th, 378th, 379th, 380th, 381st, 382nd, 383rd, 384th, 385th, 386th, 387th, 388th, 389th, 390th, 391st, 392nd, 393rd, 394th, 395th, 396th, 397th, 398th, 399th, 400th, 401st, 402nd, 403rd, 404th, 405th, 406th, 407th, 408th, 409th, 410th, 411st, 412th, 413th, 414th, 415th, 416th, 417th, 418th, 419th, 420th, 421st, 422nd, 423rd, 424th, 425th, 426th, 427th, 428th, 429th, 430th, 431st, 432nd, 433rd, 434th, 435th, 436th, 437th, 438th, 439th, 440th, 441st, 442nd, 443rd, 444th, 445th, 446th, 447th, 448th, 449th, 450th, 451st, 452nd, 453rd, 454th, 455th, 456th, 457th, 458th, 459th, 460th, 461st, 462nd, 463rd, 464th, 465th, 466th, 467th, 468th, 469th, 470th, 471st, 472nd, 473rd, 474th, 475th, 476th, 477th, 478th, 479th, 480th, 481st, 482nd, 483rd, 484th, 485th, 486th, 487th, 488th, 489th, 490th, 491st, 492nd, 493rd, 494th, 495th, 496th, 497th, 498th, 499th, 500th, 501st, 502nd, 503rd, 504th, 505th, 506th, 507th, 508th, 509th, 510th, 511st, 512th, 513th, 514th, 515th, 516th, 517th, 518th, 519th, 520th, 521st, 522nd, 523rd, 524th, 525th, 526th, 527th, 528th, 529th, 530th, 531st, 532nd, 533rd, 534th, 535th, 536th, 537th, 538th, 539th, 540th, 541st, 542nd, 543rd, 544th, 545th, 546th, 547th, 548th, 549th, 550th, 551st, 552nd, 553rd, 554th, 555th, 556th, 557th, 558th, 559th, 560th, 561st, 562nd, 563rd, 564th, 565th, 566th, 567th, 568th, 569th, 570th, 571st, 572nd, 573rd, 574th, 575th, 576th, 577th, 578th, 579th, 580th, 581st, 582nd, 583rd, 584th, 585th, 586th, 587th, 588th, 589th, 590th, 591st, 592nd, 593rd, 594th, 595th, 596th, 597th, 598th, 599th, 600th, 601st, 602nd, 603rd, 604th, 605th, 606th, 607th, 608th, 609th, 610th, 611st, 612th, 613th, 614th, 615th, 616th, 617th, 618th, 619th, 620th, 621st, 622nd, 623rd, 624th, 625th, 626th, 627th, 628th, 629th, 630th, 631st, 632nd, 633rd, 634th, 635th, 636th, 637th, 638th, 639th, 640th, 641st, 642nd, 643rd, 644th, 645th, 646th, 647th, 648th, 649th, 650th, 651st, 652nd, 653rd, 654th, 655th, 656th, 657th, 658th, 659th, 660th, 661st, 662nd, 663rd, 664th, 665th, 666th, 667th, 668th, 669th, 670th, 671st, 672nd, 673rd, 674th, 675th, 676th, 677th, 678th, 679th, 680th, 681st, 682nd, 683rd, 684th, 685th, 686

CHRIS RUMTING & ASSOCIATES PVT LTD LAND SURVEYORS TECHN. PLANNERS DEVELOPMENT CONSULTANTS 171, Jalan Sungai Besi Sungai Besi 11170, Kuala Lumpur Tel: 603-6366 5447	LETI WATER LABRATORY (GUTHRIE RETRIVAL, IN LOSING AND IN REPAIRS) BAILI & SNEYI Sdn Bhd WISDOM HIRFAS
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[illegible]

**PLAN OF
FEATURES, LEVELS AND
PROPOSED SUBDIVISION**

11 SEP 2002
CHU & WANG

PROPERTY REPORT

Created at 19 August 2026 03:46 PM

PROPERTY DETAILS

Address: **110 MCGOWANS ROAD DONVALE 3111**

Lot and Plan Number: **Lot 2 PS442411**

Standard Parcel Identifier (SPI): **2\PS442411**

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

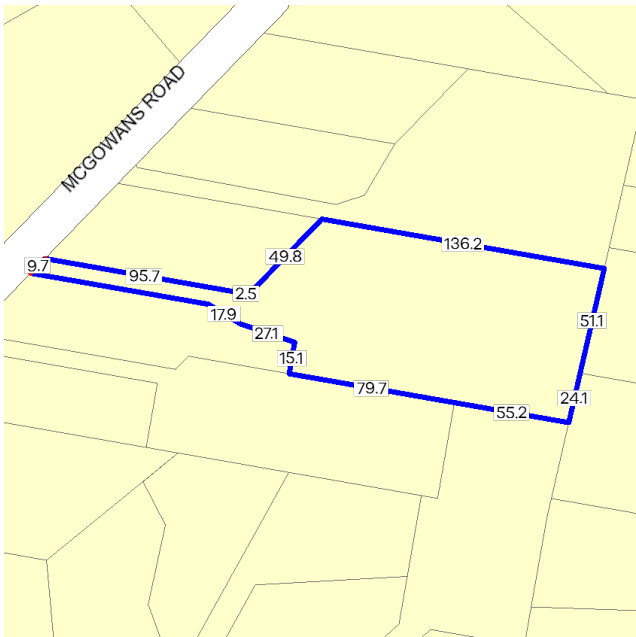
Council Property Number: **712782**

Directory Reference: **Melway 48 J1**

www.manningham.vic.gov.au

SITE DIMENSIONS

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



Area: 12041 sq. m (1.20 ha)

Perimeter: 650 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.

2 overlapping dimension labels are not being displayed

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**

Legislative Assembly: **WARRANTYTE**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

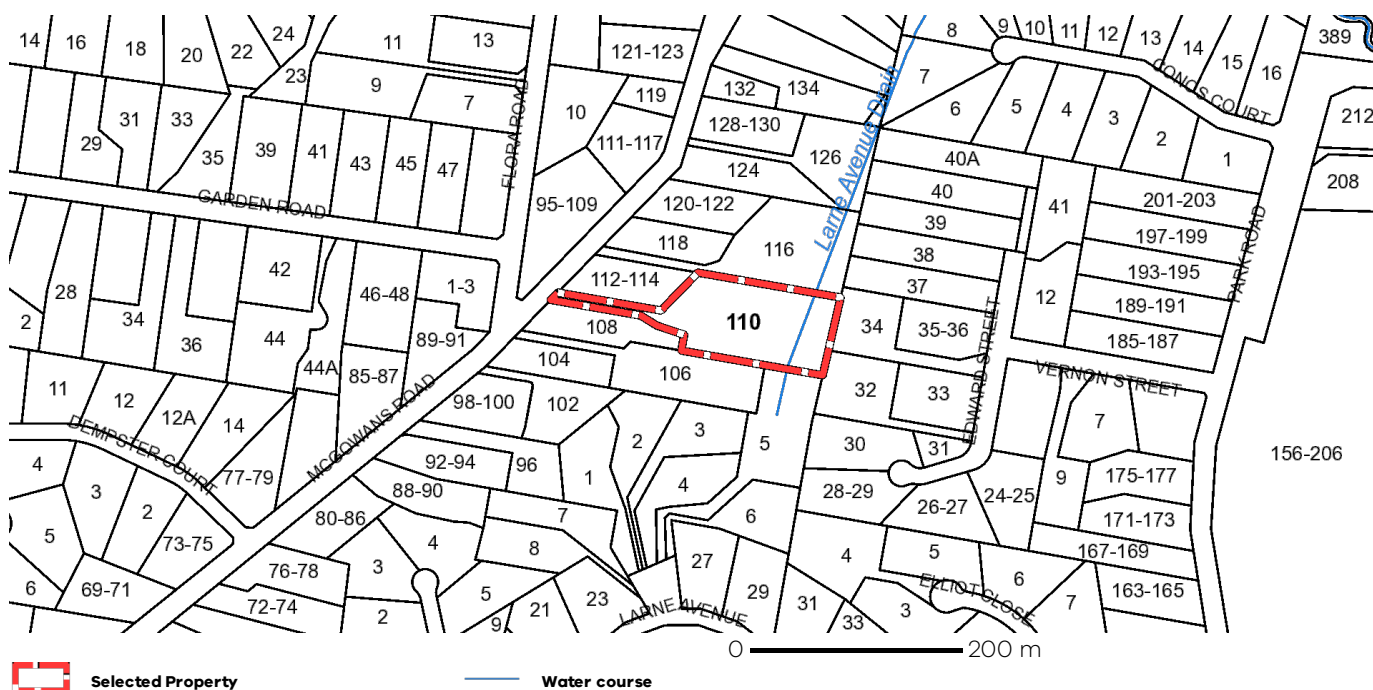
Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

PROPERTY REPORT



Energy,
Environment
and Climate Action

Area Map



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 19 August 2026 03:46 PM

PROPERTY DETAILS

Address: **110 MCGOWANS ROAD DONVALE 3111**

Lot and Plan Number: **Lot 2 PS442411**

Standard Parcel Identifier (SPI): **2\PS442411**

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

Council Property Number: **712782**

Planning Scheme: **Manningham**

Directory Reference: **Melway 48 J1**

www.manningham.vic.gov.au

[Planning Scheme - Manningham](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**

Legislative Assembly: **WARRANDYTE**

OTHER

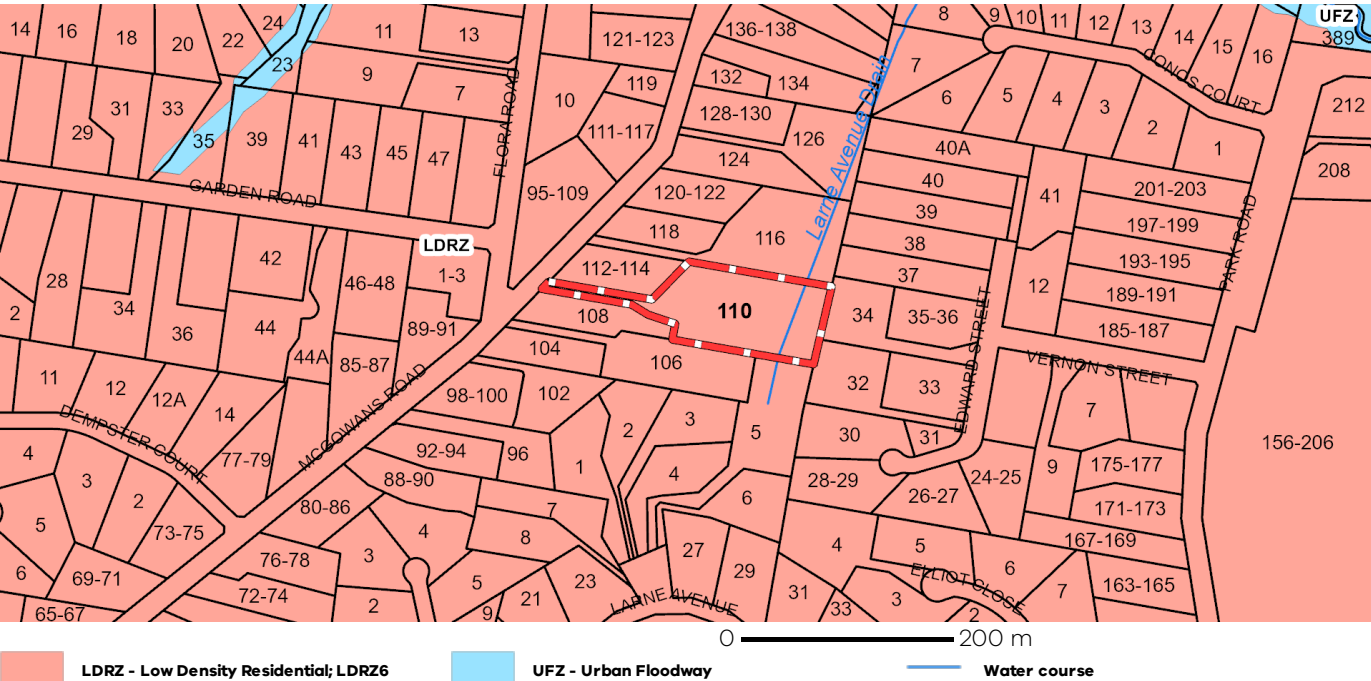
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

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

[View location in VicPlan](#)

Planning Zones

[LOW DENSITY RESIDENTIAL ZONE \(LDRZ\)](#)
[SCHEDULE TO THE LOW DENSITY RESIDENTIAL ZONE \(LDRZ\)](#)



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

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

Planning Overlays

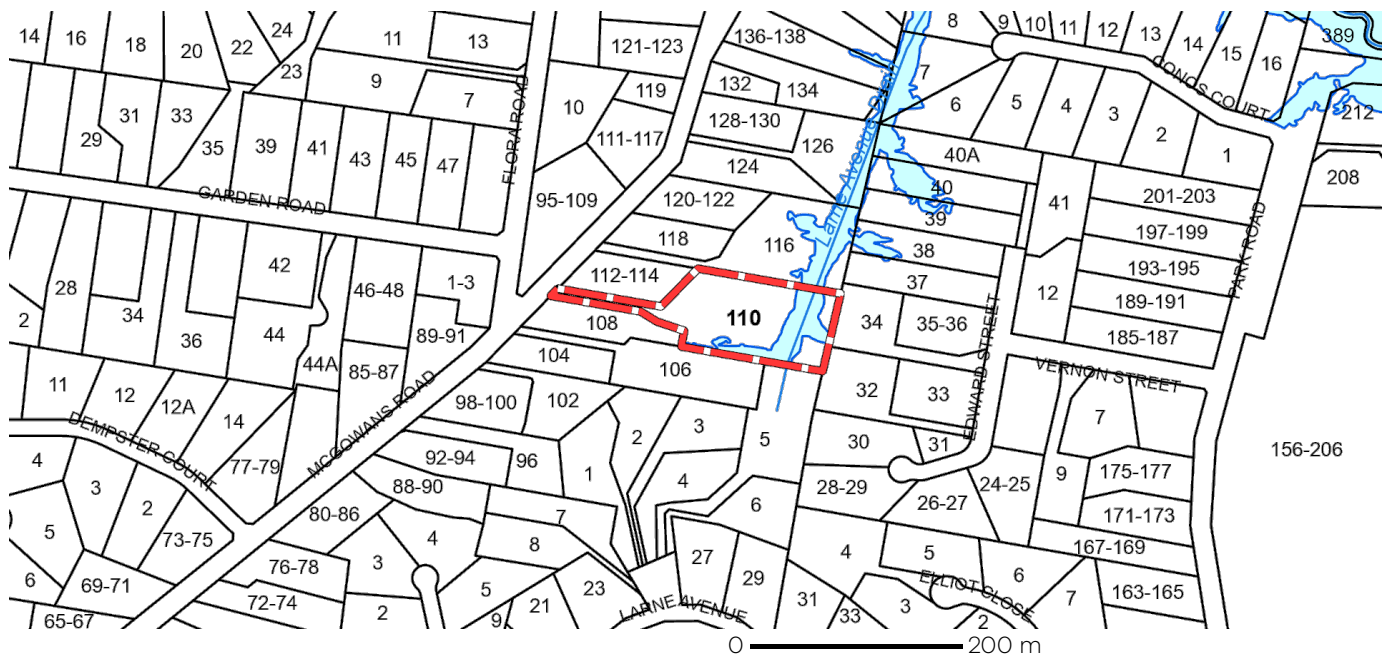
[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 4 \(ESO4\)](#)



[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)

[LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE \(LSIO\)](#)



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PLANNING PROPERTY REPORT: 110 MCGOWANS ROAD DONVALE 3111

Page 2 of 5

PLANNING PROPERTY REPORT

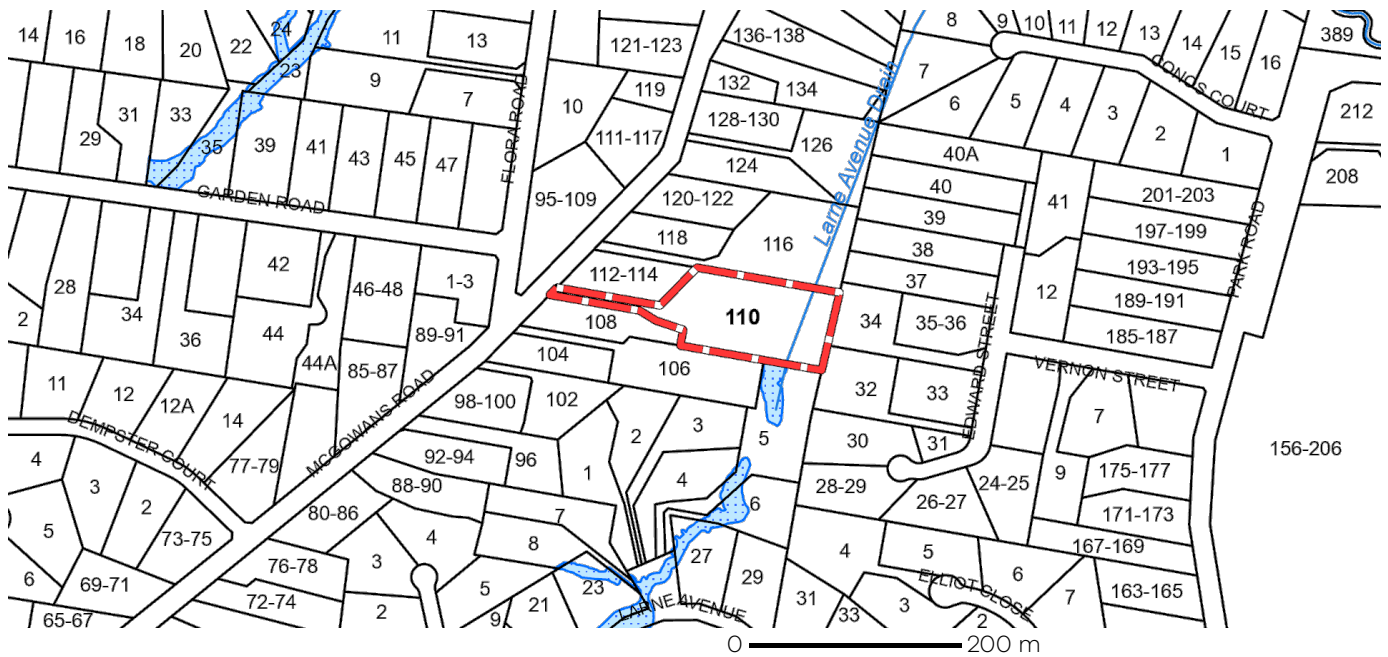


Department
of Transport
and Planning

Planning Overlays

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

[SPECIAL BUILDING OVERLAY - SCHEDULE 1 \(SBO1\)](#)



SBO - Special Building Overlay

Water course

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

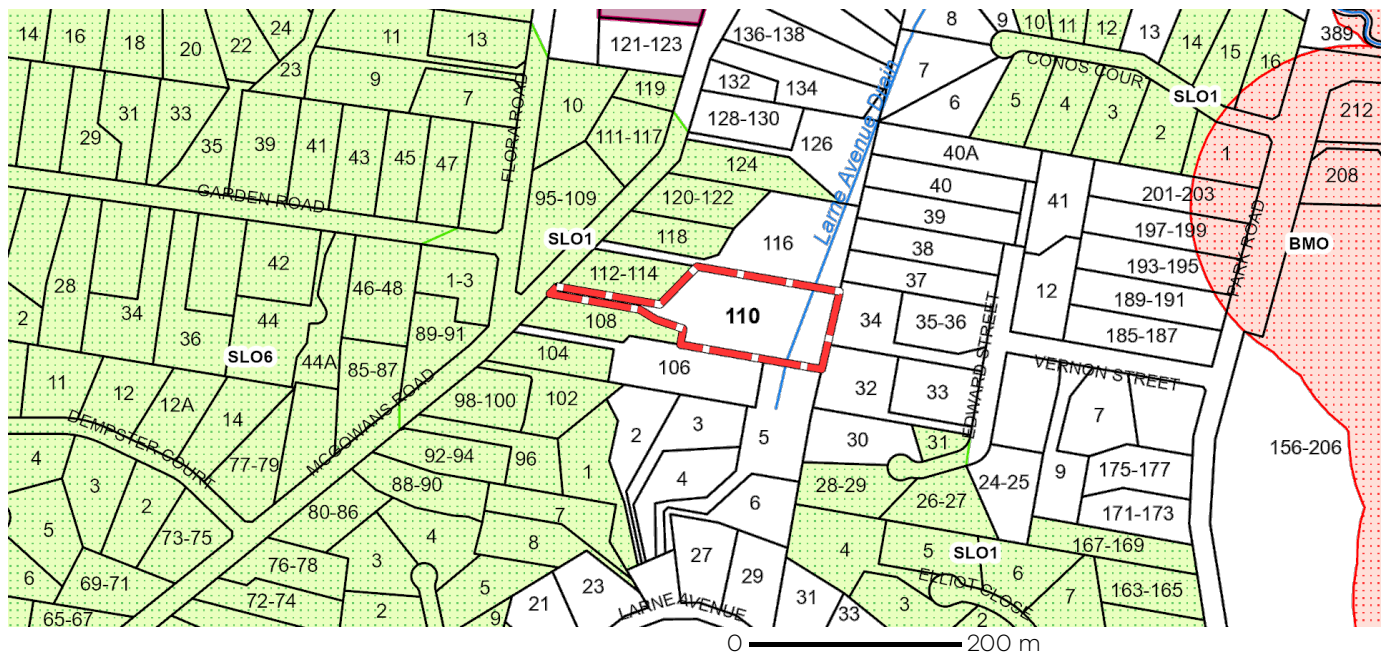
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[BUSHFIRE MANAGEMENT OVERLAY \(BMO\)](#)

[HERITAGE OVERLAY \(HO\)](#)

[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)



BMO - Bushfire Management Overlay

HO - Heritage Overlay

SLO - Significant Landscape Overlay

Water course

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

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PLANNING PROPERTY REPORT



Department
of Transport
and Planning

Further Planning Information

Planning scheme data last updated on 13 August 2026.

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

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

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

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

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

PLANNING PROPERTY REPORT



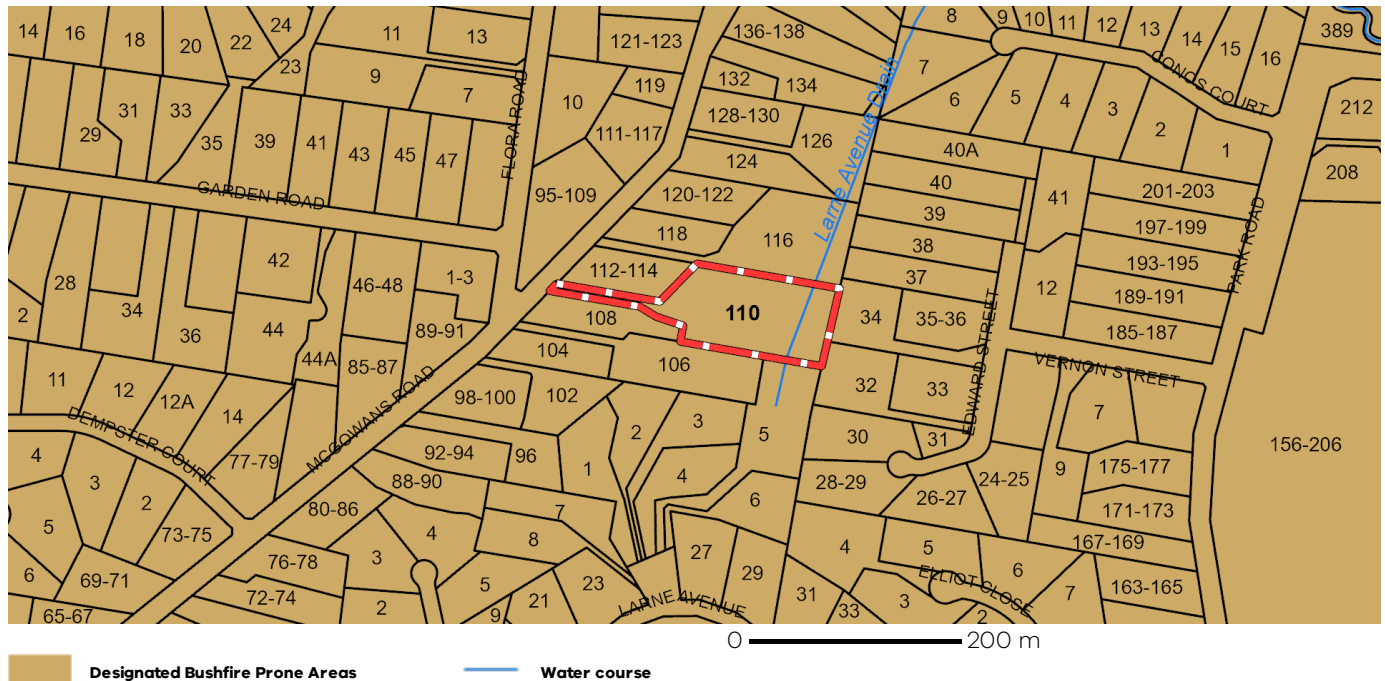
Department
of Transport
and Planning

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

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**** Delivered by the LANDATA® System, Department of Transport and Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Madison Sloan Lawyers C/- InfoTrack (Smokeball)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 359822

NO PROPOSALS. As at the 5th August 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

110 MCGOWANS ROAD, DONVALE 3111
CITY OF MANNINGHAM

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

Date of issue: 5th August 2026

[Vicroads Certificate] # 81461752 - 81461752125038 '359822'



YARRA VALLEY WATER
ABN 93 066 902 501

25 Lucknow Street
Mitcham Victoria 3132

Ph: 1300 304 688

E: enquiry@yvw.com.au
yvw.com.au

5th August 2026

Madison Sloan Lawyers C/- InfoTrack (Smokeball) C/
LANDATA
certificates@landata.vic.gov.au

Dear Madison Sloan Lawyers C/- InfoTrack (Smokeball) C/,

RE: Application for Water Information Statement

Property Address	110 MCGOWANS ROAD DONVALE 3111
Applicant	Madison Sloan Lawyers C/- Infotrack (Smokeball) C/ LANDATA
Information Statement	31054535
Conveyancing Account Number	7959580000
Your Reference	359822

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Conditions of Connection and Consent
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Lisa Anelli".

Lisa Anelli
General Manager
Retail Services



YARRA VALLEY WATER
ABN 93 066 902 501

25 Lucknow Street
Mitcham Victoria 3132

Ph: 1300 304 688

E: enquiry@yvw.com.au
yvw.com.au

Yarra Valley Water Property Information Statement

Property Address	110 MCGOWANS ROAD DONVALE 3111
------------------	--------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.



YARRA VALLEY WATER
ABN 93 066 902 501

25 Lucknow Street
Mitcham Victoria 3132

Ph: 1300 304 688

E: enquiry@yvw.com.au
yvw.com.au

Melbourne Water Property Information Statement

Property Address	110 MCGOWANS ROAD DONVALE 3111
------------------	--------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

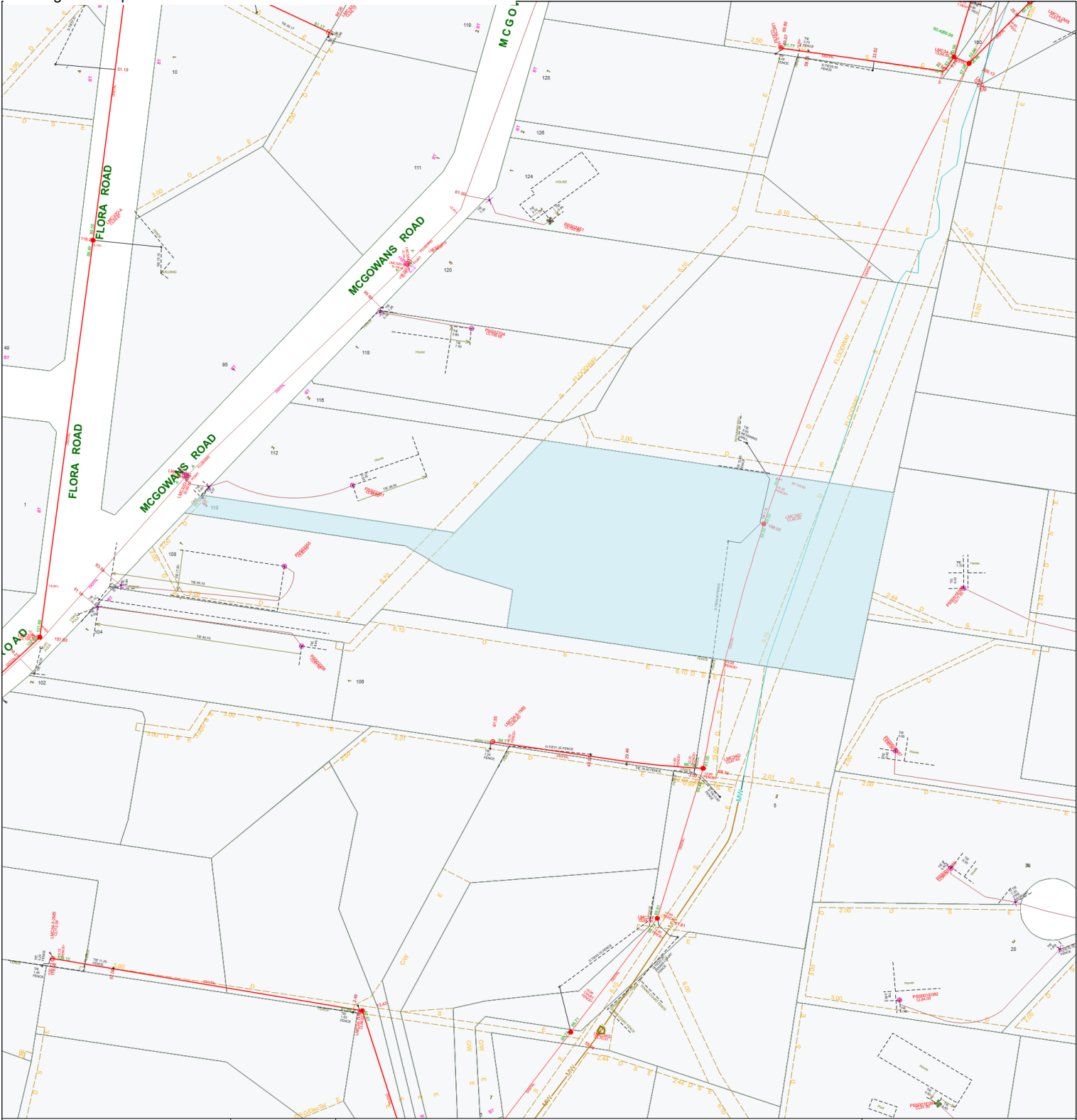
Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground drain/open drain, this property will be affected by overland flows. The estimated flood level for this property that has a probability of 1% in any one year is RL65.6 metres to Australian Height Datum (AHD). A licensed surveyor should be engaged to determine the exact effect of the applicable flood level on the property. For any further information contact Melbourne Water on 9679 7517

The Larne Avenue Drain (5431) is located in the vicinity of the property. For further information contact Melbourne Water on 9679 7517.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



Yarra Valley Water Information Statement Number: 31054535	Address		110 MCGOWANS ROAD DONVALE 3111		 N	 ABN 93 066 902 501
	Date		05/08/2026			
	Scale		1:1000			
Existing Title		Access Point Number	GLV2-42	MW Drainage Channel Centreline		Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd: - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets; - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information; - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline		
Easement		Sewer Pipe Floe		MW Drainage Manhole		
Existing Sewer		Sewer Offset		MW Drainage Natural Waterway		
Abandoned Sewer		Sewer Branch		Property Boundary		

17th February 2022

Application ID: 533052

CONDITIONS OF CONNECTION

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

Approval Detail

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Sewer Connection	958870

Conditions of Connection Details

GENERAL

In these conditions the terms,

- (a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
- (b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.

It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:

- Plumbing Regulations 1998 (Vic);
 - Water Industry Regulations 2006 (Vic);
 - Building Act 1993 (Vic);
 - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

SEWER

Where a proposed development is to be constructed boundary to boundary and there is no compliant location for a sewer connection point within the property, Yarra Valley Water (YVW) approves the connection point of the YVW sewer to be located in a road reserve outside the property and raised to surface with an appropriate approved cover. The sewer connection point must meet the required clearances from proposed structures as per the Build Over Easement Guidelines. Approval may be required for private plumbing located in road reserves by Council or VicRoads. Any unused sewer

connection points at the site must be cut and sealed by a YVW accredited live sewer contractor.

Ownership boundaries for the sewer connection point can be found at <https://www.yvw.com.au/faults-works/responsibilities/repair-responsibilities>

Following the completion of a new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water easyACCESS@yvw.com.au. Photographs of plans are not acceptable.

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made.

We may also amend these conditions from time to time if we consider that it is necessary to:

- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services; or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.



YARRA VALLEY WATER
ABN 93 066 902 501

25 Lucknow Street
Mitcham Victoria 3132

Ph: 1300 304 688

E: enquiry@yvw.com.au
yvw.com.au

Madison Sloan Lawyers C/- InfoTrack (Smokeball) C/
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 7959580000

Date of Issue: 05/08/2026

Rate Certificate No: 31054535

Your Ref: 359822

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
110 MCGOWANS RD, DONVALE VIC 3111	2\PS442411	1588264	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01/07/2026 to 30/09/2026	\$22.30	\$22.30
Residential Water and Sewer Usage Charge <i>Step 1 - 39.160000KL x \$3.57240000 = \$108.46</i> <i>Step 1 - 0.000000KL x \$3.83130000 = \$33.72</i> <i>Step 2 - 32.840000KL x \$4.68710000 = \$119.33</i> <i>Step 2 - 0.000000KL x \$5.02680000 = \$37.10</i> Estimated Average Daily Usage \$3.36	22/04/2026 to 20/07/2026	\$298.61	\$298.61
Residential Sewer Service Charge	01/07/2026 to 30/09/2026	\$127.37	\$127.37
Parks Fee	01/07/2026 to 30/09/2026	\$28.97	\$28.97
Drainage Fee	01/07/2026 to 30/09/2026	\$32.91	\$32.91
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward		\$0.00	
Total for This Property		\$510.16	



Lisa Anelli
General Manager
Retail Services

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2026, Residential Water Usage is billed using the following step pricing system: 285.94 cents per kilolitre for the first 440 litres per day; 365.48 cents per kilolitre for 441-880 litres per day and 541.45 cents per kilolitre for anything more than 881 litres per day. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2026, Residential Water and Sewer Usage is billed using the following step pricing system: 383.13 cents per kilolitre for the first 440 litres per day; 502.68 cents per kilolitre for 441-880 litres per day and 584.03 cents per kilolitre for anything more than 881 litres per day. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2026, Residential Recycled Water Usage is billed 201.33 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



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Ph: 1300 304 688

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yvw.com.au

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client’s settlement adjustment may not be correct.

Property No: 1588264

Address: 110 MCGOWANS RD, DONVALE VIC 3111

Water Information Statement Number: 31054535

HOW TO PAY



Biller Code: 314567
Ref: 98072883912

Amount Paid		Date Paid		Receipt Number	
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Manningham City Council

PHONE: 9840 9333

EMAIL: MANNINGHAM@MANNINGHAM.VIC.GOV.AU

DX 30403, DONCASTER

PO Box 1, DONCASTER 3108



LAND INFORMATION CERTIFICATE

Section 121 of the Local Government Act 2020

This Certificate provides information regarding valuation, rates, charges, fire services property levies, other monies owing, and any orders and notices made under the Local Government Act 2020, Local Government Act 1989, Local Government Act 1958, Fire Services Property Levy Act 2012 or under local laws of the Council, and specified flood level by Council (if any). This Certificate is not required to include information regarding planning, building, health, landfill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or relevant authority. A fee may be charged for such information.

Applicant:	Landata	Issue Date:	06/08/2026
	Two Melbourne Quarter Level 13, 697 Collins Street DOCKLANDS VIC 3008	Certificate No.:	LICe26/02517
Customer Reference:	359822	Property ID:	712782
Agent Reference:	81461752-016-1		

Property Location: 110 McGowans Road DONVALE VIC 3111

Property Description: Lot 2 PS 442411M Vol 10722 Fol 856

Site Value:	\$1550000	Capital Improved Value:	\$2275000	Net Annual Value:	\$113750
Level of Valuation:	01-01-2026	Valuation Effective Date:	01-07-2026	Rate in the \$:	0.00160961
Rates are levied on the Capital Improved Value. AVPCC: 110 - Detached Dwelling					

RATES, CHARGES AND OTHER MONIES

For the year ending 30 June 2027

Details of Rates, Fire Services Property Levies, Charges, Outstanding Notices and Works for which a charge has been made:

Rates and Charges		
Arrears	\$0.00	
General Rates	\$3,661.80	
Emergency Services and Volunteers Fund	\$532.50	
Waste Standard Service	\$303.50	
Larger 120L Garbage Bin	\$79.50	
Larger 360L Recycle Bin	\$54.50	
Waste Standard Service Landfill Levy	\$72.00	
Larger 120L Garbage Bin Landfill Levy	\$36.00	
Payments	\$0.00	
Rates and Charges Balance		\$4,739.80
Total Balance Outstanding		\$4,739.80

Rate Balance Update: Online: <https://www.manningham.vic.gov.au/rates-balance>. For the most up to date balance, please check online after 11am.

Please contact Manningham Council on (03) 9840 9333 to obtain an update if any of the following apply: arrears owing, other charges owing besides Rates (e.g., Special Rates, Fire Hazard etc), pending subdivision.

PLEASE NOTE: In accordance with Section 175(1), Local Government Act 1989, the owner MUST PAY all rates and charges that are current or in arrears which are due and payable.

This certificate may contain important information pertaining to this property on subsequent pages.

Payment details:



Manningham City Council

LAND INFORMATION CERTIFICATE (CONT.)

Property Address: 110 McGowans Road DONVALE VIC 3111**Property ID:** 712782**Certificate No.:** LICe26/02517

ADDITIONAL INFORMATION

Flood Level Information

A Flood level has **not** been designated by Council under the Building Regulation 1994, advice on whether a flood level has been determined which affects this property should be sought from Melbourne Water.

Other Information (If Applicable)

Important Notes:

1. This certificate may be updated online or verbally within the current financial year for up to three (3) months from date of issue. This certificate will not be updated after the end of the financial year in which it was issued. It should be noted that Council will only be held responsible for information provided on a certificate, not information that is provided online or verbally.
 2. Rates, emergency services and volunteers fund and charges not paid by the due dates are subject to penalty interest. Interest will continue to accrue at the rate fixed under Section 2 of the Penalty Interest Rates Act 1983 until such time as payment of outstanding rates, emergency services and volunteers fund and charges is received.
 3. This Land Information Certificate does not contain any information about the planning controls that apply to the land. Planning controls may regulate the use or development of the land. You should make enquiries of Council through its Planning Department or apply for a planning certificate under the **Planning and Environment Act 1987** to ascertain the planning controls that may apply to the land.
 4. Payments are subject to clearance by the bank.
 5. Council declared the rates and charges levied for the period 01/07/2026 to 30/06/2027 on 30 June 2026.
 6. In accordance with Section 175 of the Local Government Act 1989, the purchaser must pay at settlement any rates, emergency services and volunteers fund and charges (including interest) which are due and payable:
 - Instalments due by: **30/09/2026; 30/11/2026; 28/02/2027; 31/05/2027.**
-

For further information, please contact Revenue Services on (03) 9840 9333.

Receipt for the sum of \$31.40 being the fee for this Certificate is acknowledged.

I hereby certify that as at the date of this Certificate, the information given in this Certificate is true and correct and conforms with the requirements of the appropriate section of the Local Government Act 2020.



Authorised Officer

Property Clearance Certificate

Land Tax



INFOTRACK / MADISON SLOAN LAWYERS

Your Reference:	20250081
Certificate No:	10803233
Issue Date:	05 AUG 2026
Enquiries:	ESYSPROD

Land Address:	110 MCGOWANS ROAD DONVALE VIC 3111
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Land Id	Lot	Plan	Volume	Folio	Tax Payable
30420216	2	442411	10722	856	\$4,943.97

Vendor: LYNDA MOREY & HOWARD MOREY
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
DR LYNDA ELIZABETH MOREY	2026	\$1,550,000	\$12,854.31	\$0.00	\$4,943.97

Comments: Land Tax of \$12,854.31 has been assessed for 2026, an amount of \$7,910.34 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

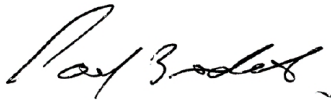
Current Vacant Residential Land Tax	Year	Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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Arrears of Vacant Residential Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$2,300,000
SITE VALUE (SV):	\$1,550,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$4,943.97



Notes to Certificate - Land Tax

Certificate No: 10803233

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$9,600.00

Taxable Value = \$1,550,000

Calculated as \$4,650 plus (\$1,550,000 - \$1,000,000) multiplied by 0.900 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$23,000.00

Taxable Value = \$2,300,000

Calculated as \$2,300,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY


Billers Code:5249
Ref: 10803233

Telephone & Internet Banking - BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD


Ref: 10803233

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / MADISON SLOAN LAWYERS

Your Reference:	20250081
Certificate No:	10803233
Issue Date:	05 AUG 2026
Enquires:	ESYSPROD

Land Address: 110 MCGOWANS ROAD DONVALE VIC 3111					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
30420216	2	442411	10722	856	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$2,300,000
SITE VALUE:	\$1,550,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 10803233

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / MADISON SLOAN LAWYERS

Your Reference:	20250081
Certificate No:	10803233
Issue Date:	05 AUG 2026

Land Address: 110 MCGOWANS ROAD DONVALE VIC 3111

Lot	Plan	Volume	Folio
2	442411	10722	856

Vendor: LYNDA MOREY & HOWARD MOREY

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 10803233

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY  Billers Code: 416073 Ref: 10803237 Telephone & Internet Banking - BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. www.bpay.com.au	CARD  Ref: 10803237 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.
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Enquiries to: Statutory Building Team
Telephone: 9840 9430

Landata
Secure Electronic Registries Vic
Two Melbourne Quarter
Level 13, 697 Collins Street
DOCKLANDS VIC 3008

Issue date: 07 August 2026

Reference: 359822
Property: 110 McGowans Road DONVALE VIC 3111
Legal Description Lot 2 PS 442411M Vol 10722 Fol 856
Council Reference Number: BinfW26/01322

RESPONSE TO REQUEST FOR INFORMATION REGULATION 51.1			
Building Permits issued in the preceding ten (10) years			1
Building Permit No.	Date Issued	Description of Works	Final Inspection
28986/6256499446149 Council Ref: BA-22/78181	28 Jul 2022	Carport RBS: Rached Hachouch -Triple H Building Consultants	07 Oct 2022
Details of any current Notices/Orders issued under <i>Building Act & Building Regulations</i> , which affect this Property.			Nil

Important Information:

The next Swimming Pool Certificate of Compliance for this property is due on 27 April 2027.

Manningham Council



Interpreter service

9840 9355

普通话 | 廣東話 | Ελληνικά

Italiano | عربي | فارسی

Manningham Council
699 Doncaster Road (PO Box 1), Doncaster, Victoria 3108
p 03 9840 9333 f 03 9848 3110
e manningham@manningham.vic.gov.au
ABN 61 498 471 081 www.manningham.vic.gov.au



Triple H Building Consultants Pty Ltd

PO Box 458, SUNSHINE VIC 3020

Mob 0490 010 144

Email richard@hhhbc.com.au

Application Number: BLD20223986

FORM 2

Regulation 37(1)
Building Act 1993
Building Regulations 2018

Building Permit No. BS-U 28986/6256499446149 28 July 2022

Issue to

Agent of Owner **Tailor Made Steel Buildings**Postal Address **PO Box 194 SOMERTON**Postcode **3062**Email **iva@tmsb.com.au**Address for serving or giving of documents: **PO Box 194 SOMERTON**Postcode **3062**

Contact Person

Telephone **9303 7577**

Ownership Details

Owner **Howard and Lynda Morey**Postal Address **110 McGowans Road Donvale**Postcode **3111**Email **howard_morey@icloud.com**Contact Person **Howard and Lynda Morey**Telephone **0411 699 709**

Property Details

Number **110** Street/Road **McGowans Road**Suburb **Donvale**Postcode **3111**Lot/s **2** LP/PS **PS442411M**Volume **10722**Folio **856**

Crown allotment Section No

Parish

County

Municipal District **Manningham City Council**

Builder ^{Note 2:}

Name **Hareeba Pty Ltd**Telephone **9303 7577**Address **PO Box 194 Somerton 3062**

*ACN/*ARBN:

*Building practitioner **CDB-L 48446**

registration no:

This builder is specified under section 24B (4) of the **Building Act 1993** for the building work to be carried out under this permit.

Natural Person for service of directions, notices and orders(if builder is a body corporate)

Name **Iva Coscarella**Telephone **9303 7577**Postal address **16/1805-1825 Hume Highway Campbellfield VIC**Postcode **3061**

Details of Building Practitioners and Architects

Who were engaged to prepare documents forming part of the application for this permit⁴

Name	Category/class	Registration Number
Alexander Filonov	Engineer - Civil	PE0003374

Details of Domestic Building Work Insurance⁵

The issuer or provider of the required insurance policy is: **N/A**

Insurance policy number : **N/A**

Insurance policy date : **N/A**

Details of Relevant Planning Permit

Planning Permit No: **PVN22/0096**

Date of grant of Planning Permit: **27 July 2022**

Nature of Building Work

Construction of a Carport

Storeys contains: **1**

Version of BCA applicable to permit: **2019 V2**

Cost of Building Work: **\$9,569.00**

Total floor area of new building work in **17 m²**

Conditions and required Certificates

This building permit is issued subject to compliance with all of the conditions as listed in attached Annexures.

BCA Class

Part of Building: **Whole**

Class: **10a**

Protection Work

Protection work is not required in relation to the building work proposed in this permit.

Inspection Requirements³

The mandatory inspection notification stages are:

1. Frame/Final Inspection

Occupation or User of Building: A certificate of final inspection is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the of the building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by 28 July 2023

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by 28 July 2024

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

Relevant Building Surveyor

Name: **Rached Hachouch**

Address: **PO Box 458, SUNSHINE VIC 3020**

Email: **richard@hhhbc.com.au**

Building practitioner registration no.: **BS-U 28986**

Municipal district: **Manningham City Council**

Permit no.: **BS-U 28986/6256499446149**

Date of issue of permit: **28 July 2022**



Notes

- Note 1 Under Regulation 318 an owner of a building of land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units;
- Note 2 Under Regulation 317 the person in charge of the carrying out the building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans and relevant documentation are available for inspection at the allotment while the building works in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
- Note 3 Include building practitioners with continuing involvement in the building work.
- Note 4 Include building practitioners with no further involvement in the building work.
- Note 5 Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an Insurance policy as required under section 135 of **The Building Act 1993**.

Annexures 'A'

Conditions of Approval

Building Permit No. BS-U 28986/6256499446149 Issued 28 July 2022

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to completion of works certificate being issued:

1. Where a Town Planning Permit has been issued it is the Owners responsibility to comply with all conditions of the Town Planning Permit.
2. Verandah or Carport roof not designed for access by and support of any loads required to support owners or workmen or repairmen and any material – access is not allowed for to roof deck area.
3. The owner shall be responsible to comply with all Council Local Laws, which may affect the development including Asset Protection Permits and Litter containment.
4. A suitable qualified engineer and/or structural engineer must be engaged should any unforeseen soil conditions be encountered during the footing excavation stage.
5. A suitable qualified structural engineer must be engaged should any structural framing and/or connections not be adequately detailed on the drawings.
6. Any building works including site cuts and retaining walls or the like are excluded from this permit unless they are listed and shown on the Building Permit and endorsed plans. Any building works not listed/shown on the Building Permit will require a separate Building Permit to be obtained prior to commencing any such works.
7. Before building works is commenced additional permits and / or consents must be obtained under other relevant Acts and /or Regulations including Local Laws and Traffic Law.
8. The Owner is responsible to comply with any covenants of Section 173 Agreements, which may affect the property. The extent for which any restrictions affect the property should be confirmed with the proprietor's legal advisors.
9. All building works authorised by the above building permit shall be constructed in accordance with the Building Act 1993, Building Regulations 2018, Building Code of Australia and referenced Australian Standards.
10. Demolition works may be included as part of this Building Permit and if appropriate this work is specifically included by reference in the Form 2 and referenced approved Drawings.
11. An extension of time may be requested prior to the permit commencement or completion dates if work has not commenced or been completed. An application for an extension of time must be in writing, must detail why an extension of time is required and must be accompanied by the appropriate fee. An extension of time cannot be granted after the permit has lapsed.
12. All timber framing members to be constructed in accordance with AS1684.2 - 2010.
13. Downpipes must be connected to existing storm water drain or to LPOD as per the relevant Council requirements.
14. Footings are to be founded to a depth where a minimum of 100kPa bearing capacity is achieved.
15. Stormwater drainage must comply with AS3500.3 and AS/NZS 3500.3.2 and Gutters and Downpipes must be installed in accordance with NCC 2019 Volume 2 Part 3.5.2. All stormwater shall be directed to the existing underground drainage system or conveyed to the legal point of discharge as directed by the relevant authority.
16. The owner and/or builder shall be responsible to define the boundaries of the title allotment prior to commencement of construction. If the boundaries of the title allotment cannot be identified, the owner and/or builder shall obtain a re-establishment surveyor plan by a licensed land surveyor prior to commencement of building work and to submit a copy to the relevant building surveyor.



Triple H Building Consultants Pty Ltd

PO Box 458, SUNSHINE VIC 3020 Mob 0490 010 144

Email richard@hhhbc.com.au

Application Number: BLD20223986

Form 17

Regulation 200

Building Act 1993

Building Regulations 2018

CERTIFICATE OF FINAL INSPECTION

Property Details

Number: 110	Street/Road: McGowans Road	Suburb: Donvale	Postcode: 3111
Lot/s: 2	LP/PS: PS442411M	Volume: 10722	Folio: 856
Crown allotment:	Section: No	Parish:	County:
Municipal District: Manningham City Council			

Building permit details

Building permit number: **BS-U 28986/6256499446149**

Version of BCA applicable to building permit: **2019 V2**

Description of building work

Part of building to which permit applies	Permitted use	BCA Class of building
Whole	Carport	10a

Maintenance determination

A maintenance determination **is not required** to be prepared in accordance with regulation 215 of the Building Regulations 2018.

Directions to fix building work

All directions to fix building work under Part 4 of the **Building Act 1993** have been complied with.

Relevant building surveyor

Name:	Rached Hachouch
Address:	PO Box 458, SUNSHINE VIC 3020
Email:	richard@hhhbc.com.au
Building practitioner registration no.:	BS-U 28986
Municipal district name:	Manningham City Council
Certificate no.	BS-U 28986/6256499446149
Date of issue:	7 October 2022
Signature:	



Certificate Pool Barrier Compliance

27 Apr 2023

Complete

Site conducted

Unanswered

Building Amendment (Swimming Pool and Spa) Regulations 2019
S.R. No. 116/2019
Regulations 147Y(4), 147ZB(2)
Building Act 1993
Building Regulations 2018
FORM 23 - CERTIFICATE OF POOL AND SPA BARRIER COMPLIANCE

Name of Owner

LE Morey, H&L Morey

Postal Address

110 McGowans Road, Donvale
VIC 3111

Client Phone Number

0411699709

Email Address

howard_morey@icloud.com

Pool Address

110 McGowans Road, Donvale
VIC 3111

Council

Manningham Council

Type of Pool

Permanent Pool

Date of Construction

24/10/1997

Applicable standard

AS1926.1-2012

This Form 23 is applicable to current standard or is it upgraded to standard AS1926.1-2012

Standard being upgraded to AS1926.1-2012

As per owner and inspector's request, applicable standard detailed on this Form 23 has been upgraded and is now certified to standard AS1926.1-2012. Please adjust your records accordingly.

Applicable Barrier Standard Applies Under

Relevant Deemed to Satisfy Provision of BCA

Inspection date conducted on

26.04.2023 17:10 AEST

Following inspection of the swimming pool barrier on the date(s) referred to above, I certify that the barrier complies with the applicable barrier standard.



Inspector Signature

27.04.2023 07:37 AEST

Date 27.04.2023 07:36 AEST

Name of inspector	Clint Payne
-------------------	-------------

Inspection Company	Swim Safe Pool Inspections (Vic)
--------------------	----------------------------------

ACN/ARBN	19 141 847 056
----------	----------------

Inspector's Address	8 White Street, Beaumaris, Vic. 3193
---------------------	---

Inspector's Email Address	info@swimsafepi.com.au
---------------------------	------------------------

Inspector's Contact Number	0411 544 625
----------------------------	--------------

Building Practitioner's Registration Number	IN-PS 74866
---	-------------

I confirm that I *did/*did not carry out building work on the barrier to address identified non-compliance of the barrier prior to certifying the barrier's compliance with the applicable barrier standard.	Did Not
--	---------

Additional Notes



Certificate Pool Barrier Compliance

27 Apr 2023

Complete

Site conducted

Unanswered

Building Amendment (Swimming Pool and Spa) Regulations 2019
S.R. No. 116/2019
Regulations 147Y(4), 147ZB(2)
Building Act 1993
Building Regulations 2018
FORM 23 - CERTIFICATE OF POOL AND SPA BARRIER COMPLIANCE

Name of Owner

LE Morey, H&L Morey

Postal Address

110 McGowans Road, Donvale
VIC 3111

Client Phone Number

0411699709

Email Address

howard_morey@icloud.com

Pool Address

110 McGowans Road, Donvale
VIC 3111

Council

Manningham Council

Type of Pool

Permanent Spa

Date of Construction

24/10/1997

Applicable standard

AS1926.1-1993

This Form 23 is applicable to current standard or is it upgraded to standard AS1926.1-2012

Applicable to current standard mentioned on registration

Applicable Barrier Standard Applies Under

Relevant Deemed to Satisfy Provision of BCA

Inspection date conducted on

26.04.2023 17:00 AEST

Following inspection of the swimming pool barrier on the date(s) referred to above, I certify that the barrier complies with the applicable barrier standard.



Inspector Signature



27.04.2023 07:34 AEST

Date	27.04.2023 07:32 AEST
Name of inspector	Clint Payne
Inspection Company	Swim Safe Pool Inspections (Vic)
ACN/ARBN	19 141 847 056
Inspector's Address	8 White Street, Beaumaris, Vic. 3193
Inspector's Email Address	info@swimsafepi.com.au
Inspector's Contact Number	0411 544 625
Building Practitioner's Registration Number	IN-PS 74866
I confirm that I *did/*did not carry out building work on the barrier to address identified non-compliance of the barrier prior to certifying the barrier's compliance with the applicable barrier standard.	Did Not
Additional Notes	

LOTSEARCH REFERENCE
LS151675 PS

REPORT DATE
05 Aug 2026 13:00:41

CLIENT ID
203194413

ADDRESS
110 MCGOWANS ROAD DONVALE
3111

COUNCIL
Manningham City



LOTSEARCH
Spatial Intelligence | Mapping Risk

LOT/PLAN
Lot 2, PS442411

EPA Priority Sites Register Plus+

Disclaimer:

The purpose of this report is to provide a summary of some of the publicly available environmental risk information, based on the site boundary shown on the maps within this report. The report does not constitute an exhaustive set of all repositories or sources of information available.

You understand that Lotsearch has defined the site boundary by reference to information supplied in the order.

You accept that Lotsearch may amend some of the information supplied in the order to identify the relevant site for the report.

The report is not a substitute for an on-site inspection or review of other available reports and records.

The report is not intended to be, and should not be taken to be, a rating or assessment of the desirability or market value of the property or its features.

You should obtain independent advice before you make any decision based on the information within the report.

A link to the detailed terms applicable to the use of this report is available at the end of this report.



LOTSEARCH
Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS151675 PS

REPORT DATE
05 Aug 2026 13:00:41

ADDRESS
110 MCGOWANS ROAD
DONVALE 3111

EPA Priority Sites Register Plus+



- This report contains the Priority Sites Register and additional publicly available records currently held by the Environmental Protection Authority (EPA).
- Land contamination can contain substances that harm human health and the environment and these may migrate across property boundaries.
- Records identified are categorised below, with search results and a site map provided on the following pages.



1. Contaminated Land Registers

No Records Identified

The sites listed on contaminated land registers are those that pose the greatest risk, and are managed or regulated.



2. Regulated Activities

No Records Identified

Regulated activities include environmental licences, permits, registrations, or authorisations, issued to owners or operators that undertake activities which have a potential risk to human health or the environment. Conditions on these licences can relate to pollution prevention, control, and monitoring.



3. Contamination Investigations

No Records Identified

Contamination investigations include environmental audits, preliminary risk screen assessments, and investigations into suspected PFAS contamination.



4. Other Contamination Issues

No Records Identified

Other contamination issues include the location of landfills and records that indicate restrictions on the use of groundwater.

HOW THIS REPORT HELPS

- **Be informed of potential contamination issues - this search simplifies access to government information sources**
- **Contamination risk is an important consideration in land-use planning, development matters and property valuations and transactions**
- **Delays and clean-up costs from land contamination can be high - be prepared with early information that supports your due diligence**
- **Be aware of potential problems from neighbouring properties - contamination ignores property boundaries**

WHAT NEXT?

This information in this report is only part of the picture. Other records are held by government agencies, councils and Lotsearch.

- **Visit our website or contact our support team to access more Lotsearch products & additional government searches**
- **Contact an environmental consultant for additional advisory services. Consultants are listed by industry bodies ALGA , ACLCA & EIANZ.**

 support@lotsearch.com.au

 +61 (02) 8287 0680

 lotsearch.com.au



Site Map

110 MCGOWANS ROAD DONVALE 3111

LOTSEARCH REFERENCE

LS151675 PS

REPORT DATE

05 Aug 2026



LEGEND

-  Site Boundary
-  Search Area
-  Search Results

Data Source Aerial Imagery:
© Metromap





LOTSEARCH
Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS151675 PS

REPORT DATE
05 Aug 2026 13:00:41

Search Results

ADDRESS
110 MCGOWANS ROAD
DONVALE 3111

The following table contains records that were identified specifically for your property, or areas or features covering your property:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records for your property were identified							

The following table contains records that were identified in the surrounding search area:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records were identified							

The following table contains records that could not be located to a specific property, feature or area. These records have been mapped to a road corridor or suburb within this report's search area, but may relate to a more specific property including the property in this report:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records were identified							



LOTSEARCH
Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS151675 PS

REPORT DATE
05 Aug 2026 13:00:41

Data Sources

ADDRESS
110 MCGOWANS ROAD
DONVALE 3111

The results in this report are based upon the following datasets only:

Dataset Name	Data Source	Lotsearch Update Date
Current EPA Priority Sites	Environment Protection Authority Victoria	31/07/2026
EPA Site Management Orders	Environment Protection Authority Victoria	13/07/2026
EPA Register of Permissions	Environment Protection Authority Victoria	07/07/2026
EPA Preliminary Risk Screening Assessments	Environment Protection Authority Victoria	14/07/2026
EPA Environmental Audit Reports	Environment Protection Authority Victoria	30/07/2026
EPA PFAS Site Investigations	Environment Protection Authority Victoria	13/07/2026
EPA Groundwater Zones with Restricted Uses	Environment Protection Authority Victoria	13/07/2026
EPA Victorian Landfill Register	Environment Protection Authority Victoria	13/07/2026

Useful Contacts

Lotsearch Pty Ltd
www.lotsearch.com.au
support@lotsearch.com.au
(02) 8287 0680

Environment Protection Authority Victoria
www.epa.vic.gov.au
contact@epa.vic.gov.au
1300 372 842

Manningham City
<http://www.manningham.vic.gov.au>
manningham@manningham.vic.gov.au
(03) 9840 9333

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PROPERTY REPORT

Details

LOCAL GOVERNMENT (COUNCIL)
Manningham

ORIENTATION
East

COUNCIL PROPERTY NUMBER
712782

FRONTAGE
9.68m Approx

LAND SIZE
12,042m² Approx

ZONES
LDRZ - Low Density Residential Zone

OVERLAYS
ESO - Environmental Significance Overlay - Schedule 4
LSIO - Land Subject To Inundation Overlay
SBO - Special Building Overlay - Schedule 1

Parcel Identifiers

LOT/PLAN
Lot 2 PS442411

State Electorates

LEGISLATIVE COUNCIL
North-Eastern Metropolitan Region

LEGISLATIVE ASSEMBLY
Warrandyte District

Schools

CLOSEST PRIVATE SCHOOLS
Whitefriars College (561 m)
Donvale Christian College (1680 m)
Carey Baptist Grammar School - Donvale Campus (1965 m)

CLOSEST PRIMARY SCHOOLS
Mitcham Primary School (2055 m)

CLOSEST SECONDARY SCHOOLS
Mullauna Secondary College (1909 m)

Burglary Statistics

POSTCODE AVERAGE
1 in 85 Homes

STATE AVERAGE
1 in 76 Homes

COUNCIL AVERAGE
1 in 95 Homes

Council Information - Manningham

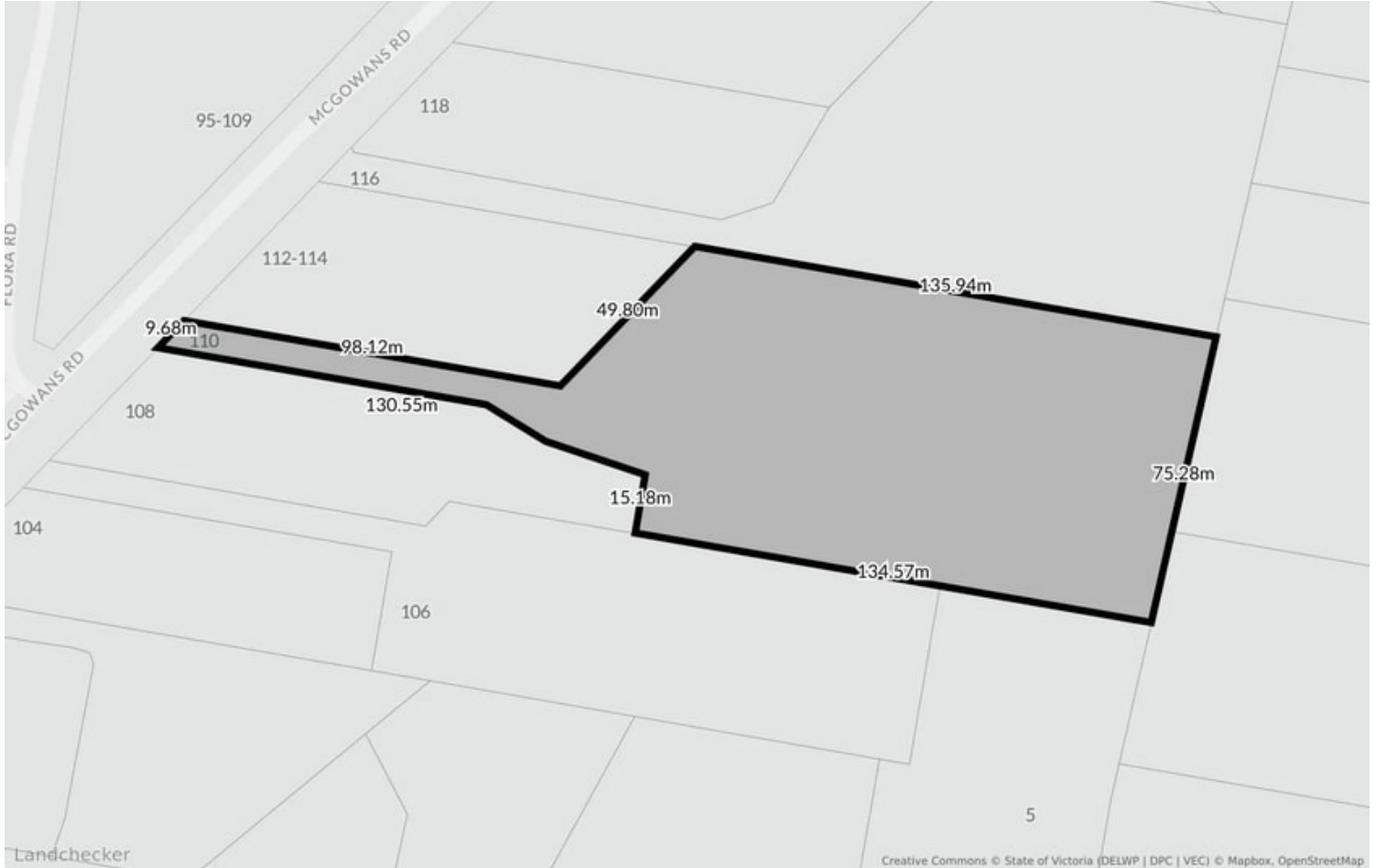
PHONE
03 9840 9333 (Manningham)

EMAIL
manningham@manningham.vic.gov.au

WEBSITE
<http://www.manningham.vic.gov.au/>

SITE DIMENSIONS

110 McGowans Road, Donvale Vic 3111



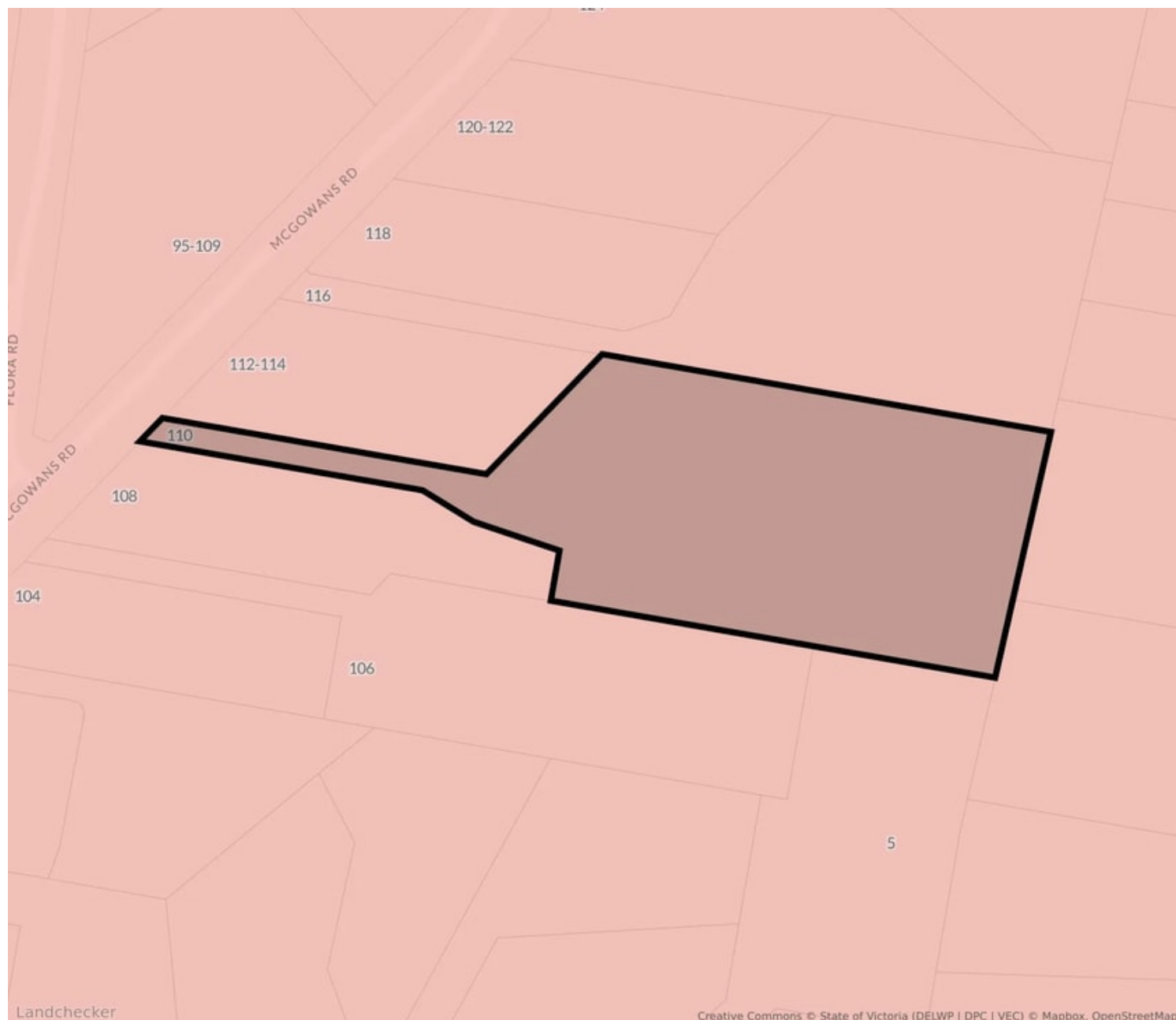
RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

Status	Code	Date	Description
APPROVED	VC300	30/07/2026	Amendment VC300 changes the VPP and all planning schemes in Victoria by implementing the Mid-Rise Code to introduce new deemed to comply assessment provisions for four to six storey residential development in residential zones.
APPROVED	VC312	15/06/2026	Corrections and updates to the Victoria Planning Provisions and planning schemes to ensure they are current and accurate.
APPROVED	VC311	08/06/2026	Amendment VC311 amends clause 45.09 (Parking Overlay) to align with the changes made to clause 52.06 (Car parking) by Amendment VC277 in December 2025 as part of the car parking reforms. The amendment also makes consequential changes to clause 52.06.
APPROVED	GC269	04/06/2026	GC269 corrects obvious or technical errors and makes consequential changes to local schedules to align with VC286.
APPROVED	C140mann	03/06/2026	Rezones land occupied by a car park constructed for the North East Link project at 175-189 Bulleen Road, Bulleen to Urban Floodway Zone and applies the Design and Development Overlay Schedule 2 and Development Plan Overlay Schedule 2.

PROPOSED PLANNING SCHEME AMENDMENTS

No proposed planning scheme amendments for this property

ZONES



LDRZ – Low Density Residential Zone

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To provide for low-density residential development on lots which, in the absence of reticulated sewerage, can treat and retain all wastewater.

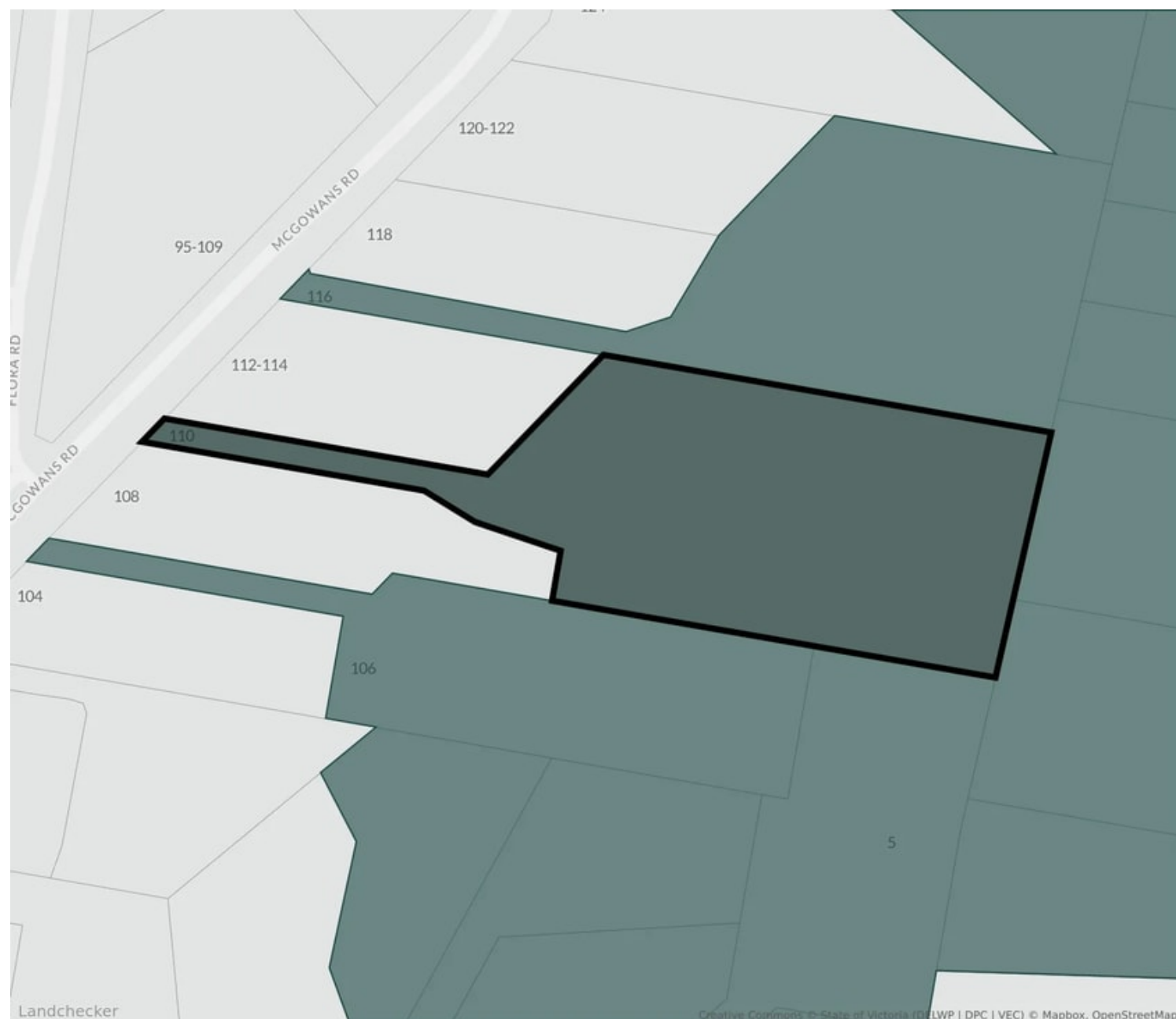
VPP 32.03 Low Density Residential Zone

LPP 32.03 Schedule To Clause 32.03 Low Density Residential Zone

For confirmation and detailed advice about this planning zone, please contact MANNINGHAM council on 03 9840 9333.

OVERLAYS

110 McGowans Road, Donvale Vic 3111



ESO4 - Environmental Significance Overlay - Schedule 4

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify areas where the development of land may be affected by environmental constraints.

To ensure that development is compatible with identified environmental values.

VPP 42.01 Environmental Significance Overlay

The sites covered by this schedule comprise those Core and Buffer Conservation Areas that are located within the Low Density Residential Zone. The background document Manningham City Council Sites of (Biological) Significance Review (2004) assessed vegetation throughout Manningham and identified areas of 'Core Habitat' (known as 'Biosites' or 'Core Conservation Areas') and areas of 'Buffer Habitat' (known as Buffer Conservation Areas). Core Conservation Areas (Biosites) are the most intact and significant areas of indigenous vegetation within Manningham and contain the majority of Manningham's biodiversity assets. They have been assessed as being of national, state or regional biological significance. Buffer Conservation Areas whilst usually more modified from their presumed 'natural' condition than Core Conservation Areas, nevertheless have environmental values in their own right, as well as providing additional (usually adjacent)

habitat that supports the ecological integrity and function of Core Conservation Areas. Whilst the indigenous vegetation in Core and Buffer Conservation Areas provides the best habitat for indigenous flora and fauna, large planted trees that are native to Australia can also play a supporting role and contribute to landscape amenity. Large exotic trees also provide landscape value and contribute to a 'sense of place'. These areas are diverse in terms of topography, vegetation cover, road treatment, built form and site layout. The topography ranges from gently undulating land to steep slopes, prominent ridgelines and deep gullies. Key elements include the natural character, indigenous vegetation and tree cover, panoramic views and watercourses. The values of these areas are under threat due to a number of factors including vegetation loss, fragmentation of bushland areas, smaller size lots resulting in denser development, pest plant and animal invasion, soil erosion and hydrological changes. Some development has been unsympathetic to these issues, the result being vegetation loss, extensive earthworks and subdivision layouts that do not retain vegetation or follow natural contours. The environmental and landscape values of these areas need to be properly managed to ensure that their distinctive features are protected and enhanced. Built form should seek to be subordinate to the landscape and avoid the loss of canopy trees and other significant vegetation. Background documents Manningham City Council Sites of (Biological)

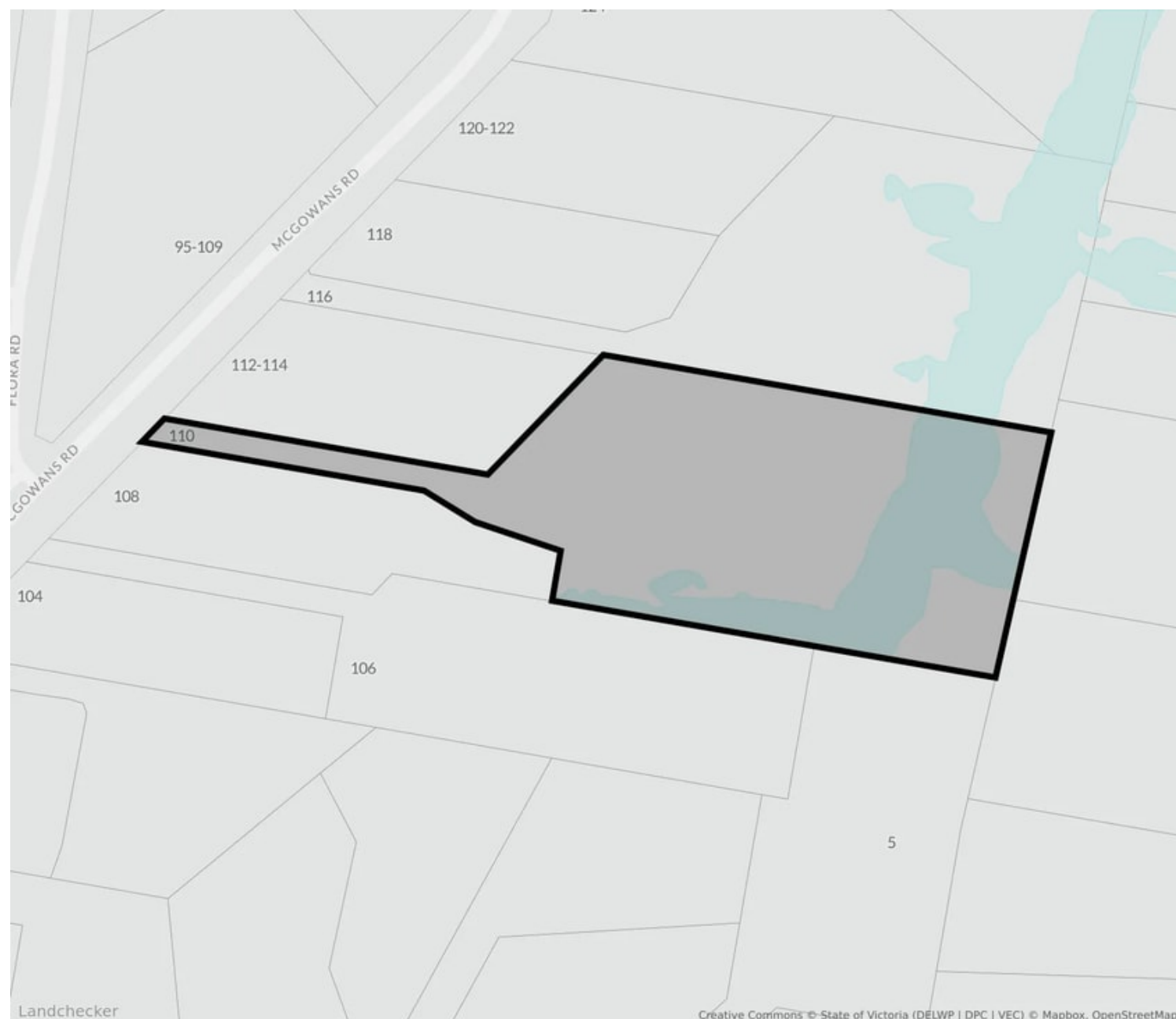
Significance Review (2004). Development Guide for Areas of Environmental and Landscape Significance (2011). Wildlife Movement and Habitat Needs in Manningham (2009). Locally Threatened Plants in Manningham (2010).

LPP 42.01 Schedule 4 To Clause 42.01 Environmental Significance Overlay

For confirmation and detailed advice about this planning overlay, please contact MANNINGHAM council on 03 9840 9333.

OVERLAYS

110 McGowans Road, Donvale Vic 3111



LSIO - Land Subject To Inundation Overlay

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify flood prone land in a riverine or coastal area affected by the 1 in 100 (1 per cent Annual Exceedance Probability) year flood or any other area determined by the floodplain management authority.

To ensure that development maintains the free passage and temporary storage of floodwaters, minimises flood damage, responds to the flood hazard and local drainage conditions and will not cause any significant rise in flood level or flow velocity.

To minimise the potential flood risk to life, health and safety associated with development.

To reflect a declaration under Division 4 of Part 10 of the Water Act, 1989.

To protect water quality and waterways as natural resources by managing urban stormwater, protecting water supply catchment areas, and managing saline discharges to minimise the risks to the environmental quality of water and groundwater.

To ensure that development maintains or improves river, marine, coastal and wetland health, waterway protection and floodplain health.

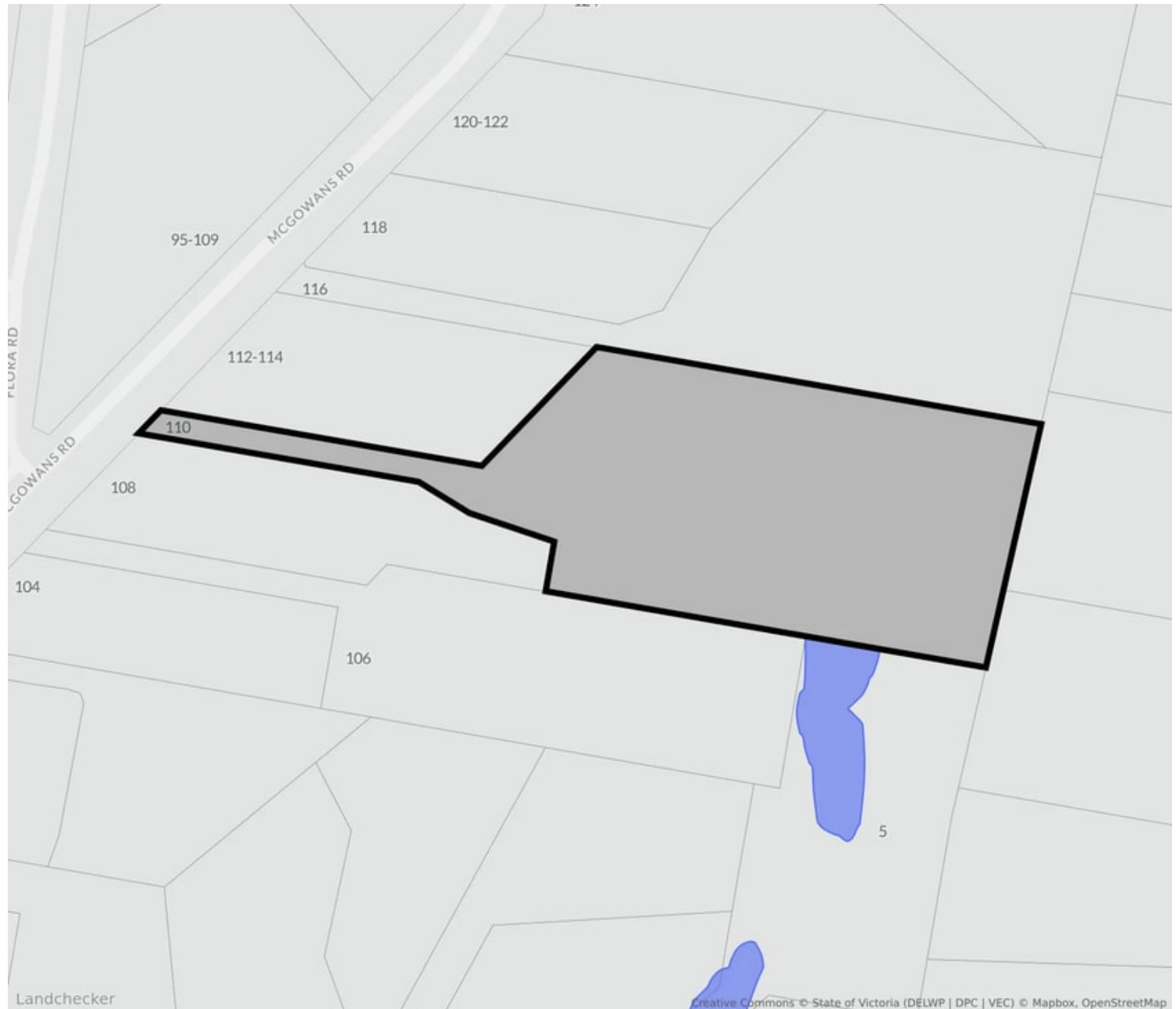
VPP 44.04 Land Subject To Inundation Overlay

None specified.

LPP 44.04 Schedule To Clause 44.04 Land Subject To Inundation Overlay

For confirmation and detailed advice about this planning overlay, please contact MANNINGHAM council on 03 9840 9333.

OVERLAYS



SBO1 – Special Building Overlay – Schedule 1

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify land in urban areas liable to inundation by overland flows from the urban drainage system as determined by, or in consultation with, the floodplain management authority.

To ensure that development maintains the free passage and temporary storage of floodwaters, minimises flood damage, is compatible with the flood hazard and local drainage conditions and will not cause any significant rise in flood level or flow velocity.

To protect water quality and waterways as natural resources by managing urban stormwater, protecting water supply catchment areas, and managing saline discharges to minimise the risks to the environmental quality of water and groundwater.

VPP 44.05 Special Building Overlay

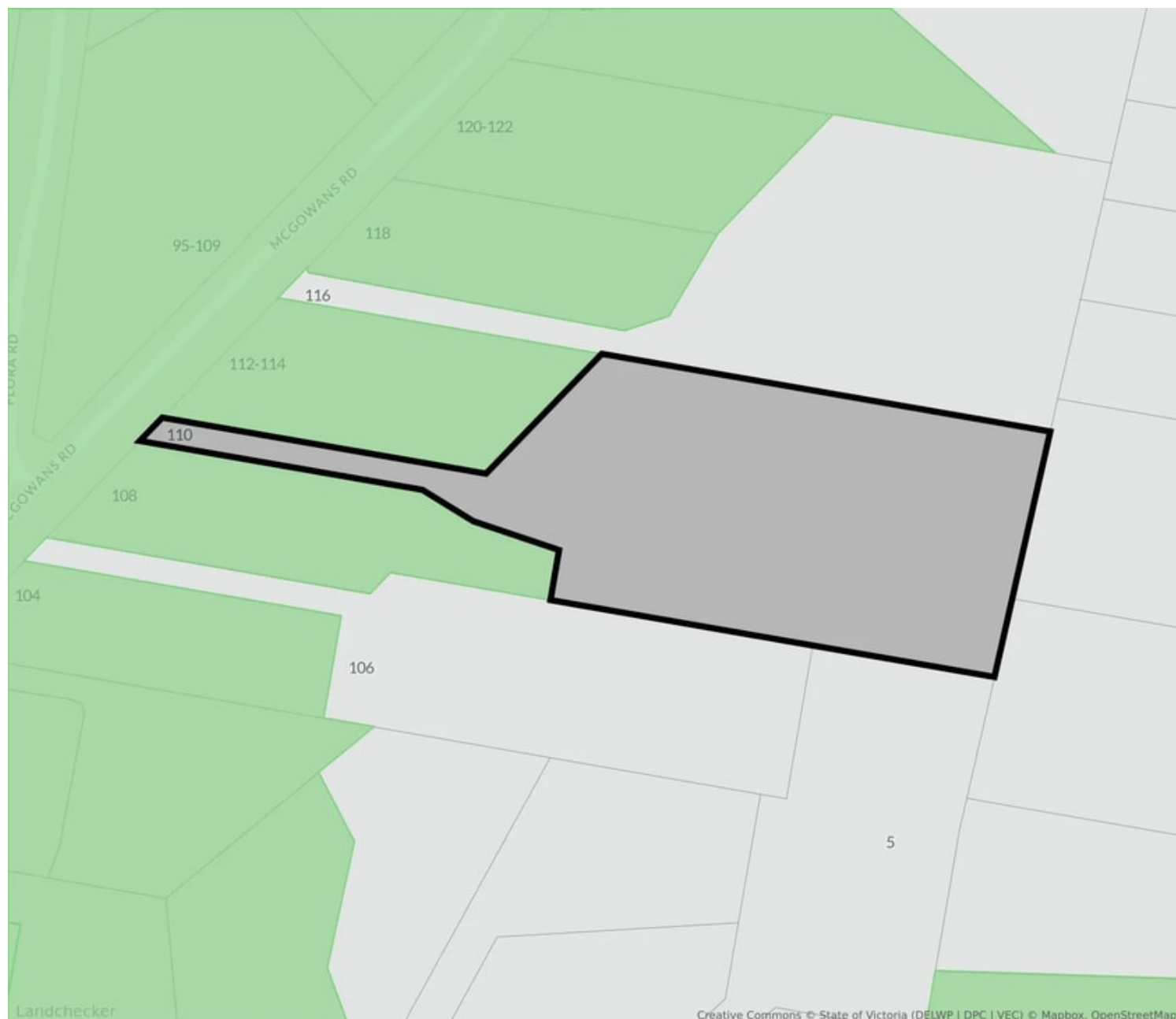
None specified.

LPP 44.05 Schedule 1 To Clause 44.05 Special Building Overlay

For confirmation and detailed advice about this planning overlay, please contact MANNINGHAM council on 03 9840 9333.

NEARBY OVERLAYS

110 McGowans Road, Donvale Vic 3111

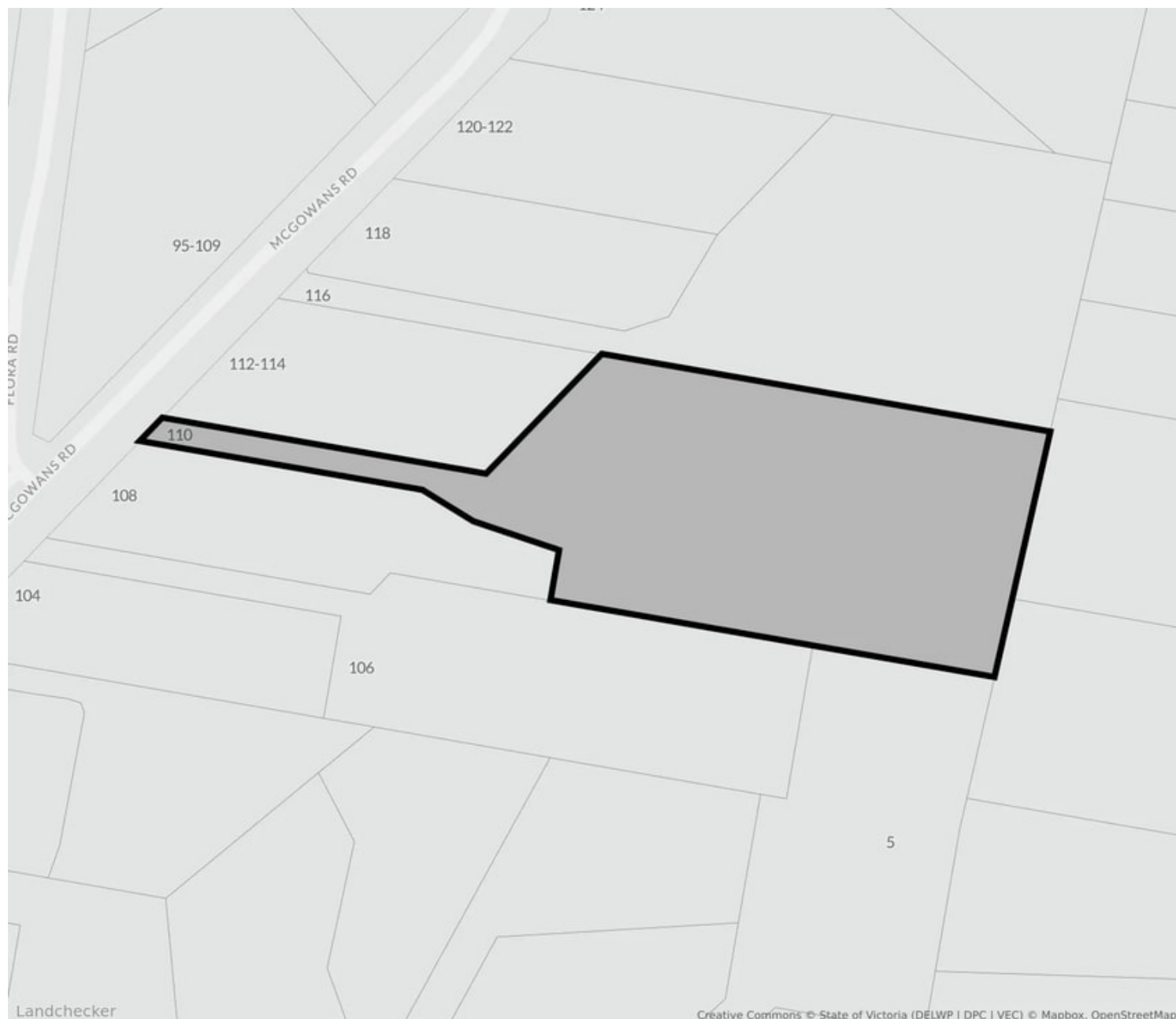


■ SLO - Significant Landscape Overlay

For confirmation and detailed advice about this planning overlay, please contact MANNINGHAM council on 03 9840 9333.

CULTURAL HERITAGE SENSITIVITY

110 McGowans Road, Donvale Vic 3111



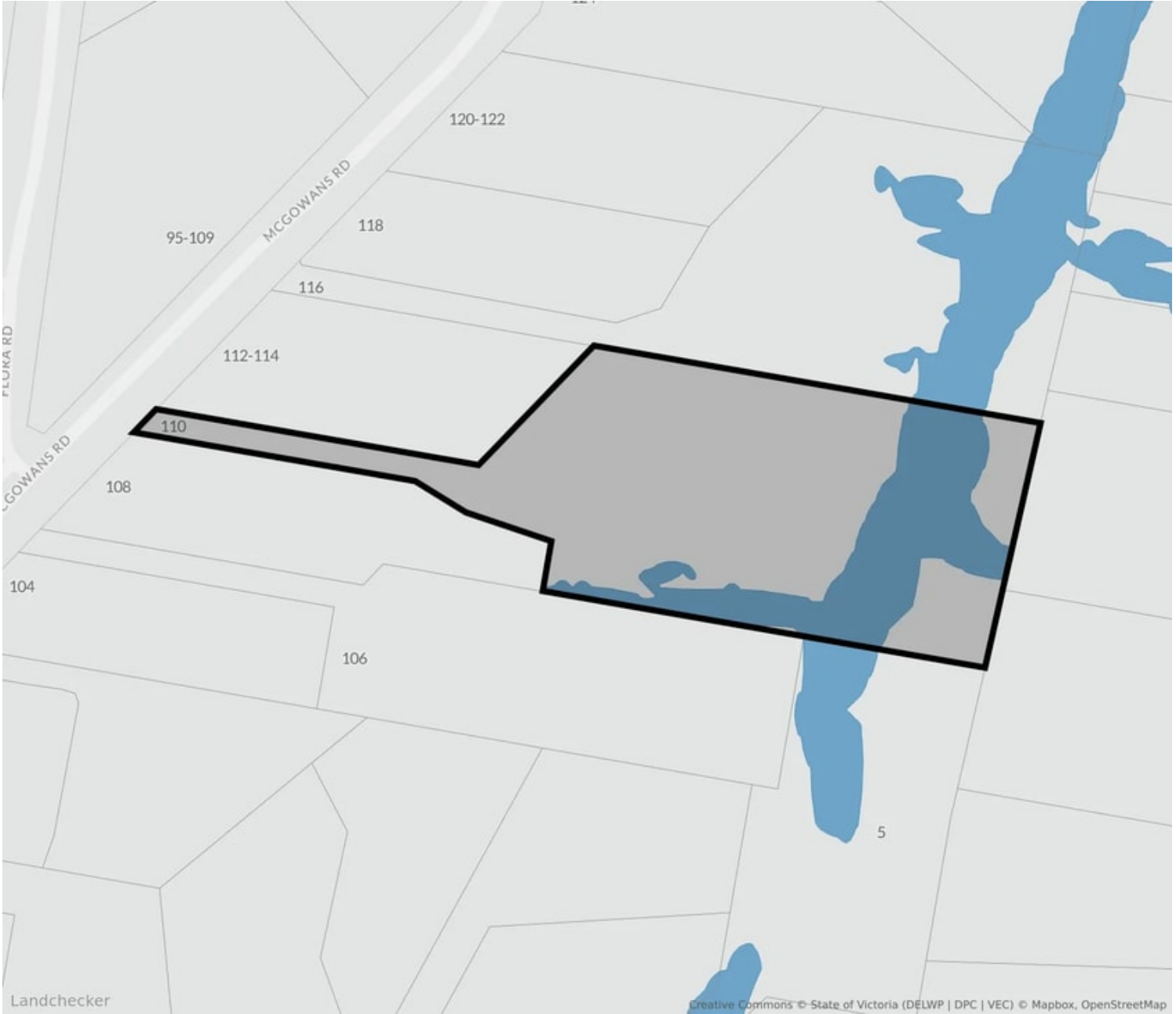
Aboriginal Cultural Heritage Sensitivity

This property is not within, or in the vicinity of, one or more areas of cultural heritage sensitivity.

For confirmation and detailed advice about the cultural sensitivity of this property, please contact MANNINGHAM council on 03 9840 9333.

FLOOD

110 McGowans Road, Donvale Vic 3111

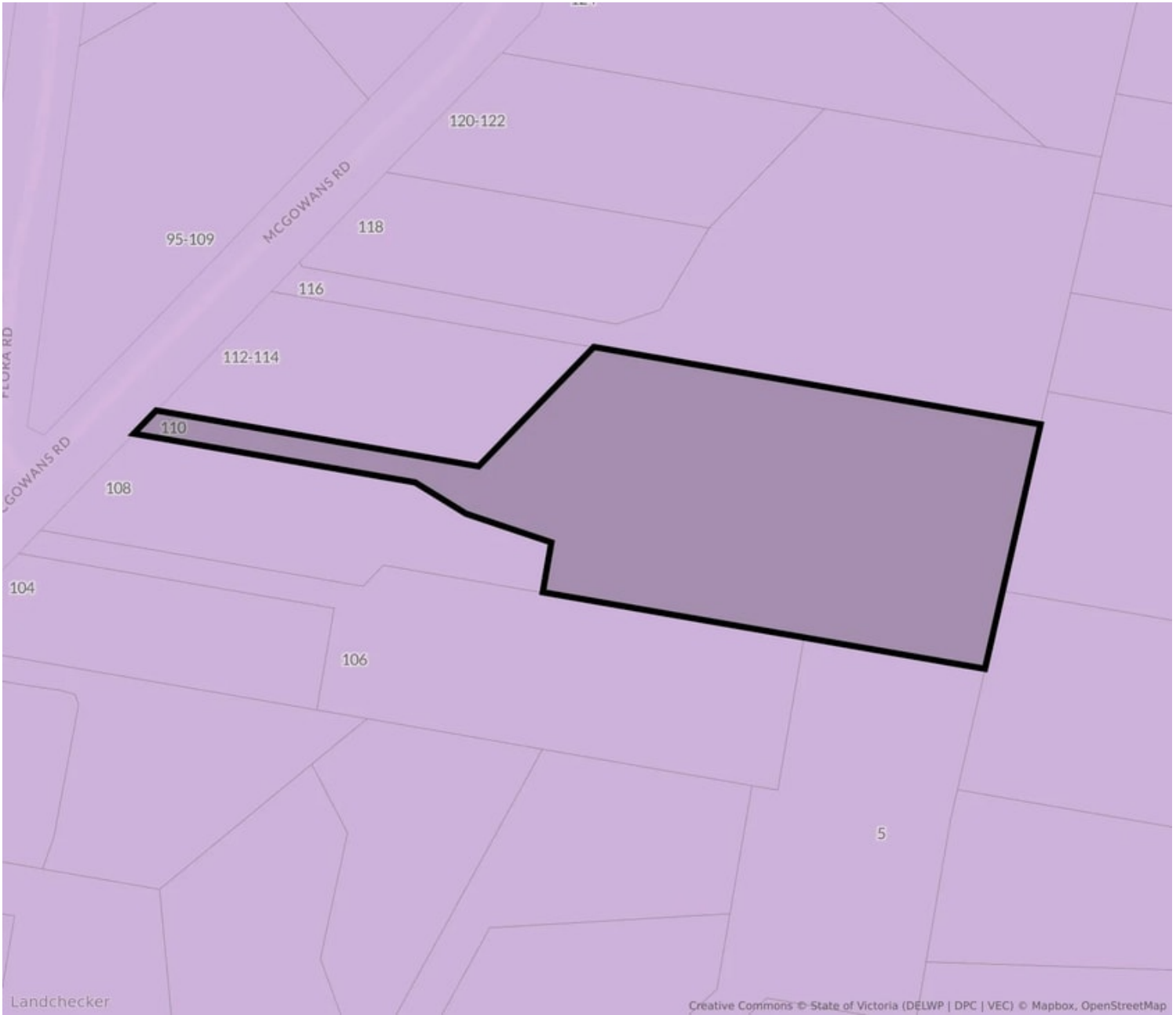


Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning LSIO	Affected	State	27/07/2026
Department of Environment, Land, Water and Planning SBO1	Affected	State	27/07/2026
Department of Environment, Land, Water and Planning FO	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning FO1	Unaffected	State	27/07/2026

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning FO2	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning FO3	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning LSIO1	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning LSIO2	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning LSIO3	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning LSIO4	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning RFO	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning SBO	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning SBO2	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning SBO3	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning SBO4	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning UFZ	Unaffected	State	27/07/2026

BUSHFIRE PRONE AREA

110 McGowans Road, Donvale Vic 3111



 Bushfire Prone Area

This property is within a zone classified as a bushfire prone area.
For confirmation and detailed advice about this bushfire prone area, please contact the relevant source authority.

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning BPA	Affected	State	27/07/2026
Department of Environment, Land, Water and Planning BMO	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning BMO1	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning BMO2	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning	Unaffected	State	27/07/2026

Source Authority	Status	Type	Last Updated
BMO3			

LANDSLIDE

110 McGowans Road, Donvale Vic 3111



 Landslide Prone Area

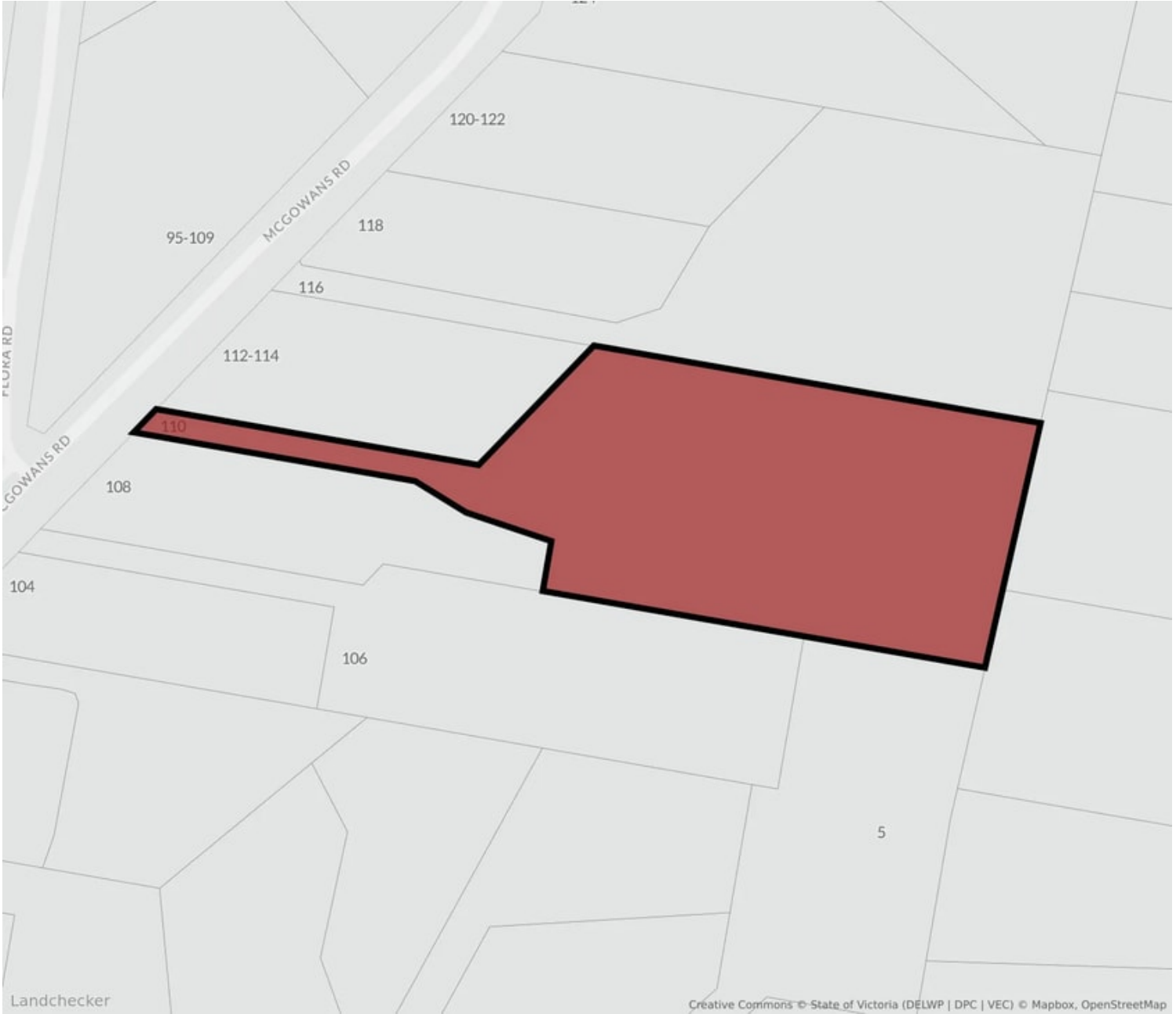
This property is not within a zone classified as a landslide prone area.
For confirmation and detailed advice about this landslide prone area, please contact the relevant source authority.

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning EMO	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning EMO1	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning EMO2	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning EMO3	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning	Unaffected	State	27/07/2026

Source Authority	Status	Type	Last Updated
EMO4			
Department of Environment, Land, Water and Planning EMO5	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning EMO6	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning EMO7	Unaffected	State	27/07/2026

PLANNING PERMIT HISTORY

110 McGowans Road, Donvale Vic 3111

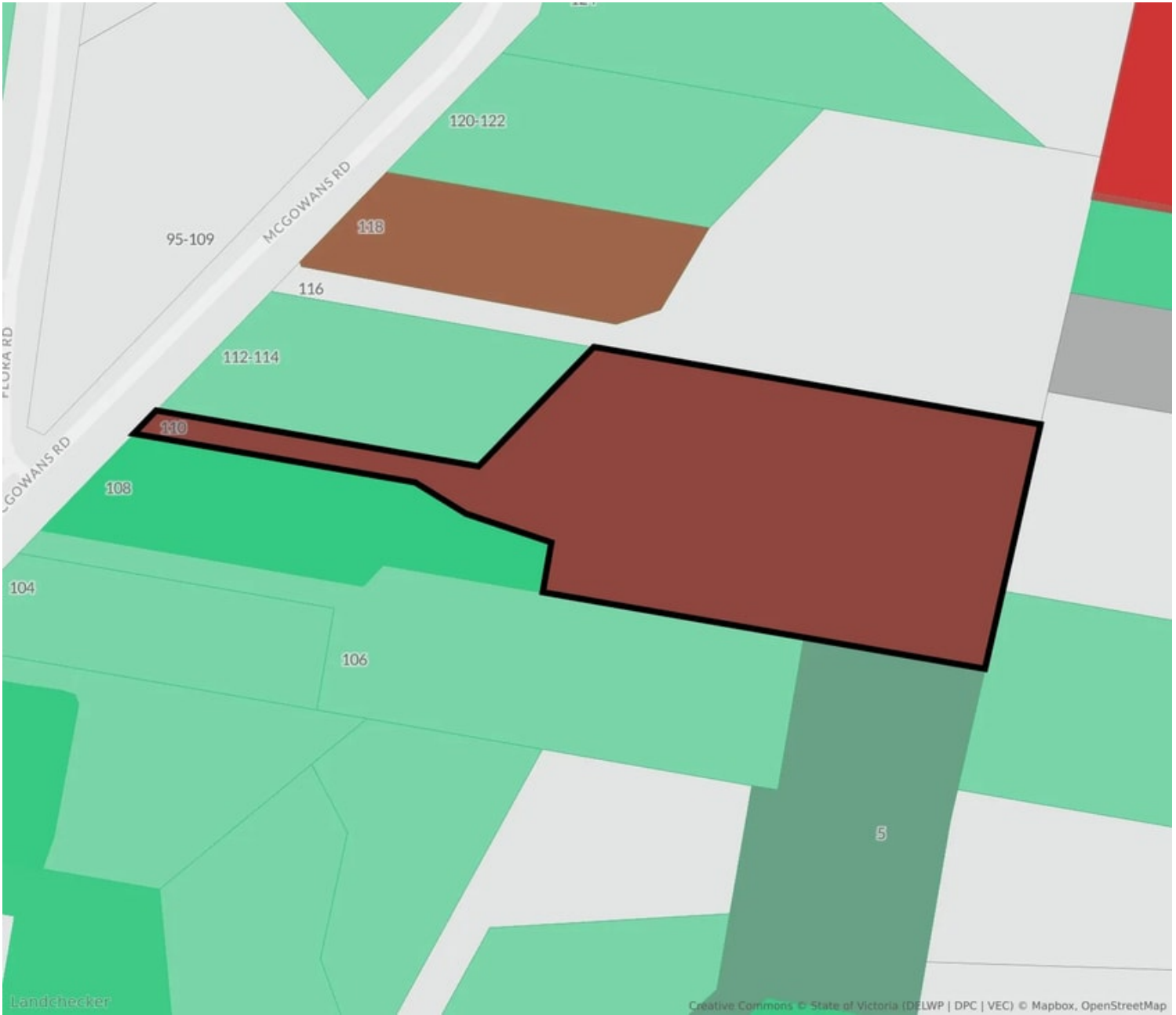


Status	Code	Planning Appeal	Description
REJECTED 13/08/2024	PLN23/0225	VCAT Set Aside Reference No.: P148/2024 Lodgement Date: 16/02/2024	Buildings and works to construct levelled areas and retaining walls associated with the existing dwelling
APPROVED 27/07/2022	PVN22/0096	None	Buildings and works for the construction of a carport associated with the existing dwelling.
APPROVED 09/03/2022	PVN21/0201	None	Buildings and works for the construction of a garage associated with the existing dwelling.
OTHER 22/10/2004	PL04/016077	None	Withdrawn earthworks and vegetation removal associated with the construction of a horse menage.

For confirmation and detailed advice about this planning permits, please contact MANNINGHAM council on 03 9840 9333.

NEARBY PLANNING PERMITS

110 Mcgowans Road, Donvale Vic 3111



Status	Code	Address	Description
APPROVED 09/06/2026	PLN25/0456	<u>118 Mcgowans Road, Donvale</u>	Buildings and works for alterations and additions to the existing dwelling, construction of an outbuilding and small second dwelling.
APPROVED 08/10/2025	PLN25/0126	<u>38 Edward Street, Donvale</u>	Buildings and works for the alterations and additions to the existing dwelling and associated vegetation removal.
APPROVED 10/04/2024	PVN24/0031	<u>96 Mcgowans Road, Donvale</u>	Construction of an outbuilding (shed).
APPROVED 27/06/2023	PVN23/0078	<u>108 Mcgowans Road, Donvale</u>	Buildings and works associated with the existing dwelling.
APPROVED 28/03/2022	PLA21/0134	<u>39-40 Edward Street, Donvale</u>	Amendment to planning permit pln18/0365 by amending plans and conditions of permit to allow an alternative drainage design and the removal of two additional trees. (planning permit pln18/0365 was issued for a three (3) lot subdivision, removal of victorian native vegetation and associated works pursuant to the environmental significance overlay schedule 4 (eso4)).

Status	Code	Address	Description
OTHER 13/12/2021	PLN21/0487	<u>111-117 McGowans Road, Donvale</u>	Buildings and works for alterations and additions to the existing dwelling.
OTHER 28/07/2020	PVN20/0093	<u>108 McGowans Road, Donvale</u>	Removal of one exotic tree (pinus radiata).
APPROVED 20/04/2020	PLN19/0571	<u>98-100 McGowans Road, Donvale</u>	Construction of one (1) new two storey dwelling and associated tree removal and earthworks.
APPROVED 29/08/2019	PVN19/0097	<u>96 McGowans Road, Donvale</u>	Removal of one tree.
APPROVED 12/08/2019	PVN19/0086	<u>96 McGowans Road, Donvale</u>	Buildings and works for the construction of a garage, deck and paved area associated with the existing dwelling.
APPROVED 02/04/2019	PLN18/0365	<u>1/39-40 Edward Street, Donvale</u>	Three (3) lot subdivision, removal of victorian native vegetation and associated works pursuant to the environmental significance overlay schedule 4 (eso4).
APPROVED 19/07/2017	PL17/027131	<u>98-100 McGowans Road, Donvale</u>	Construction of one, two-storey dwelling.
APPROVED 20/04/2015	PL14/024805	<u>98-100 McGowans Road, Donvale</u>	Buildings and works associated with the construction of a two storey dwelling and vegetation removal.
APPROVED 21/11/2012	PL11/022384	<u>112-114 McGowans Road, Donvale</u>	Earthworks exceeding 250sqm in a significant landscape overlay schedule 1.
APPROVED 23/08/2012	PL12/023023	<u>108 McGowans Road, Donvale</u>	Vegetation removal - 3 native trees.
OTHER 27/04/2012	PL11/021975	<u>1/39-40 Edward Street, Donvale</u>	Lapsed two lot subdivision.
APPROVED 02/04/2012	PL12/022653	<u>5 Drummond Close, Donvale</u>	Removal of one (1) exotic (pine) tree.
OTHER 13/12/2011	PL11/022208	<u>5 Drummond Close, Donvale</u>	Lapsed removal of one (1) exotic (pine) tree.
OTHER 20/04/2010	PL09/020822	<u>37 Edward Street, Donvale</u>	Lapsed use and development of the land for a second dwelling comprising a two storey dwelling, retention of the existing dwelling, associated earthworks and vegetation removal.
APPROVED 21/09/2009	PL09/020185	<u>108 McGowans Road, Donvale</u>	Earthworks and the removal of one (1) exotic (pine) tree.
REJECTED 30/10/2008	PL06/017931	<u>118 McGowans Road, Donvale</u>	Buildings and works for the construction of a deck, spa, swimming pool and associated earthworks outside of the building envelope.
APPROVED 21/10/2008	PL08/019676	<u>4 Drummond Close, Donvale</u>	Retrospective removal of four trees including three exotic trees and one native and the proposed removal of one tree.
APPROVED 01/10/2008	PL07/019011	<u>32 Edward Street, Donvale</u>	Buildings and works for the construction of a dwelling and vegetation removal.
APPROVED 01/05/2008	PL08/019334	<u>6 Drummond Close, Donvale</u>	Buildings and works associated with the installation of a swimming pool.
APPROVED 13/02/2008	PL08/019084	<u>49-51 Garden Road, Donvale</u>	Removal of two (2) pine trees and one (1) native tree.
REJECTED 22/01/2008	PL07/018255	<u>Header 39-40 Edward Street, Donvale</u> <u>Header 39-40 Edward Street, Donvale</u>	Three lot subdivision and vegetation removal.
APPROVED 21/12/2007	PL07/018959	<u>5 Drummond Close, Donvale</u>	Buildings and works for the additions to the dwelling, extension of a garage, alfresco dining, decking extension and installation of a swimming pool.
APPROVED 30/03/2007	PL04/015634	<u>38 Edward Street, Donvale</u>	Vegetation removal.

Status	Code	Address	Description
APPROVED 28/03/2007	PL07/018152	<u>108 Mcgowans Road, Donvale</u>	Construction of a garage.
APPROVED 03/10/2006	PL06/017761	<u>124 Mcgowans Road, Donvale</u>	Vegetation removal consisting of four native trees and five exotic trees.
APPROVED 28/07/2006	PL06/017511	<u>118 Mcgowans Road, Donvale</u>	The erection of a shade sail.
APPROVED 30/06/2006	PL06/017424	<u>98-100 Mcgowans Road, Donvale</u>	Two lot re-subdivision and variation of an easement.
APPROVED 09/11/2005	PL05/016757	<u>6 Drummond Close, Donvale</u>	Use and development of an illuminated tennis court.
APPROVED 28/06/2005	PL05/016618	<u>6 Drummond Close, Donvale</u>	Construct a swimming pool.
APPROVED 31/05/2005	PL05/016384	<u>120-122 Mcgowans Road, Donvale</u>	Vegetation removal.
APPROVED 04/11/2004	PL04/016024	<u>1 Drummond Close, Donvale</u>	Construct swimming pool and vegetation removal.
APPROVED 01/10/2004	PL04/015474	<u>104 Mcgowans Road, Donvale</u>	Construction of a dwelling.
APPROVED 27/07/2004	PL03/014573	<u>118 Mcgowans Road, Donvale</u>	Vegetation removal.
APPROVED 20/07/2004	PL04/015572	<u>102 Mcgowans Road, Donvale</u>	Tree removal.
APPROVED 12/09/2003	PL02/014050	<u>2 Drummond Close, Donvale</u>	Construction of a single dwelling.
APPROVED 24/07/2003	PL03/014710	<u>5 Drummond Close, Donvale</u> <u>106 Mcgowans Road, Donvale</u>	Resubdivision of two lots.
OTHER 01/07/2003	PL03/014738	<u>1/39-40 Edward Street, Donvale</u> <u>Header 39-40 Edward Street, Donvale</u>	Withdrawn two lot subdivision.

For confirmation and detailed advice about this planning permits, please contact MANNINGHAM council on 03 9840 9333.

EASEMENTS

110 McGowans Road, Donvale Vic 3111

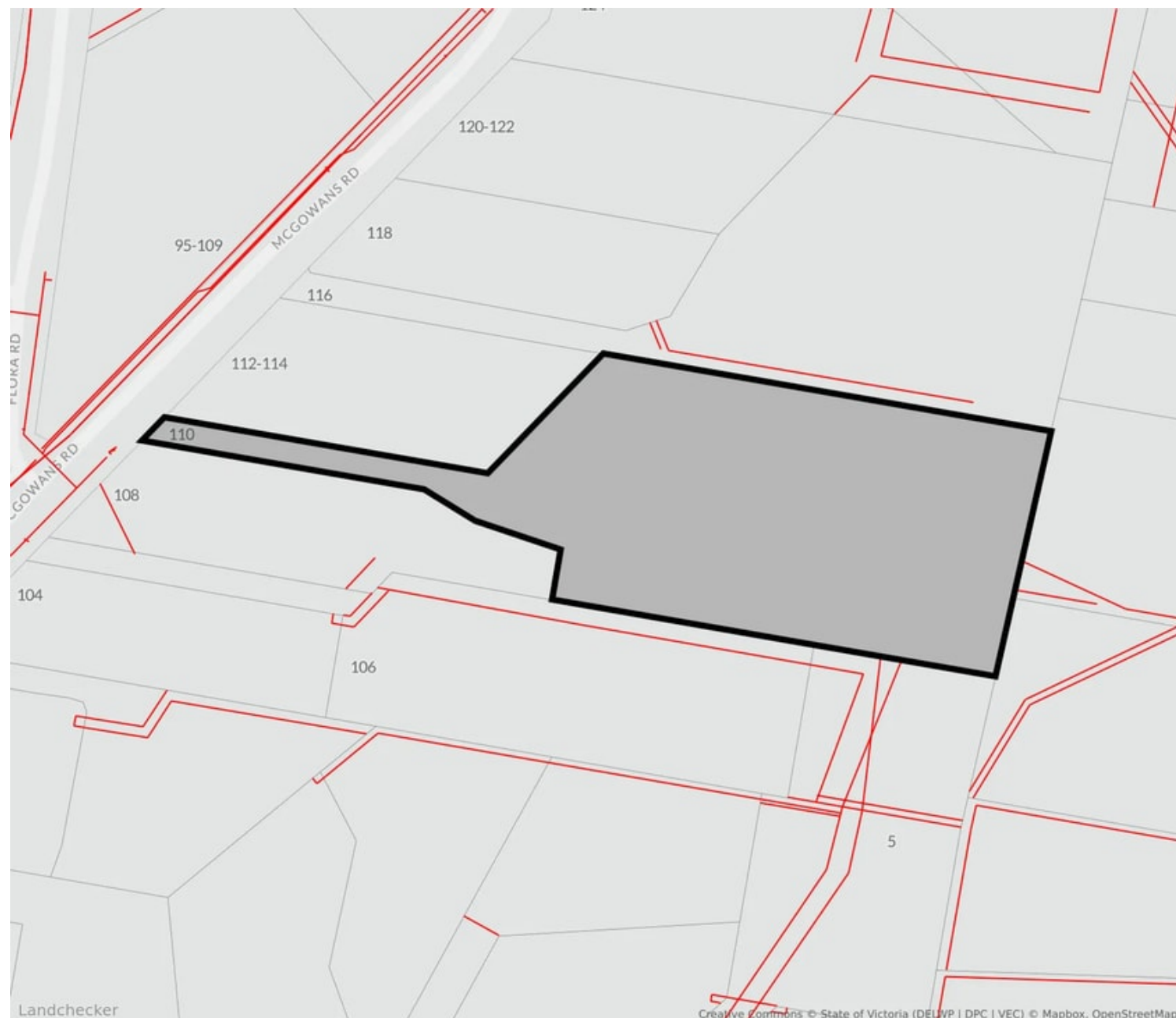


Easements

The easement(s) displayed is indicative only and may represent a subset of the total easements.

For confirmation and detailed advice about the easement(s) on this property, please contact the relevant source authority.

NEARBY EASEMENTS



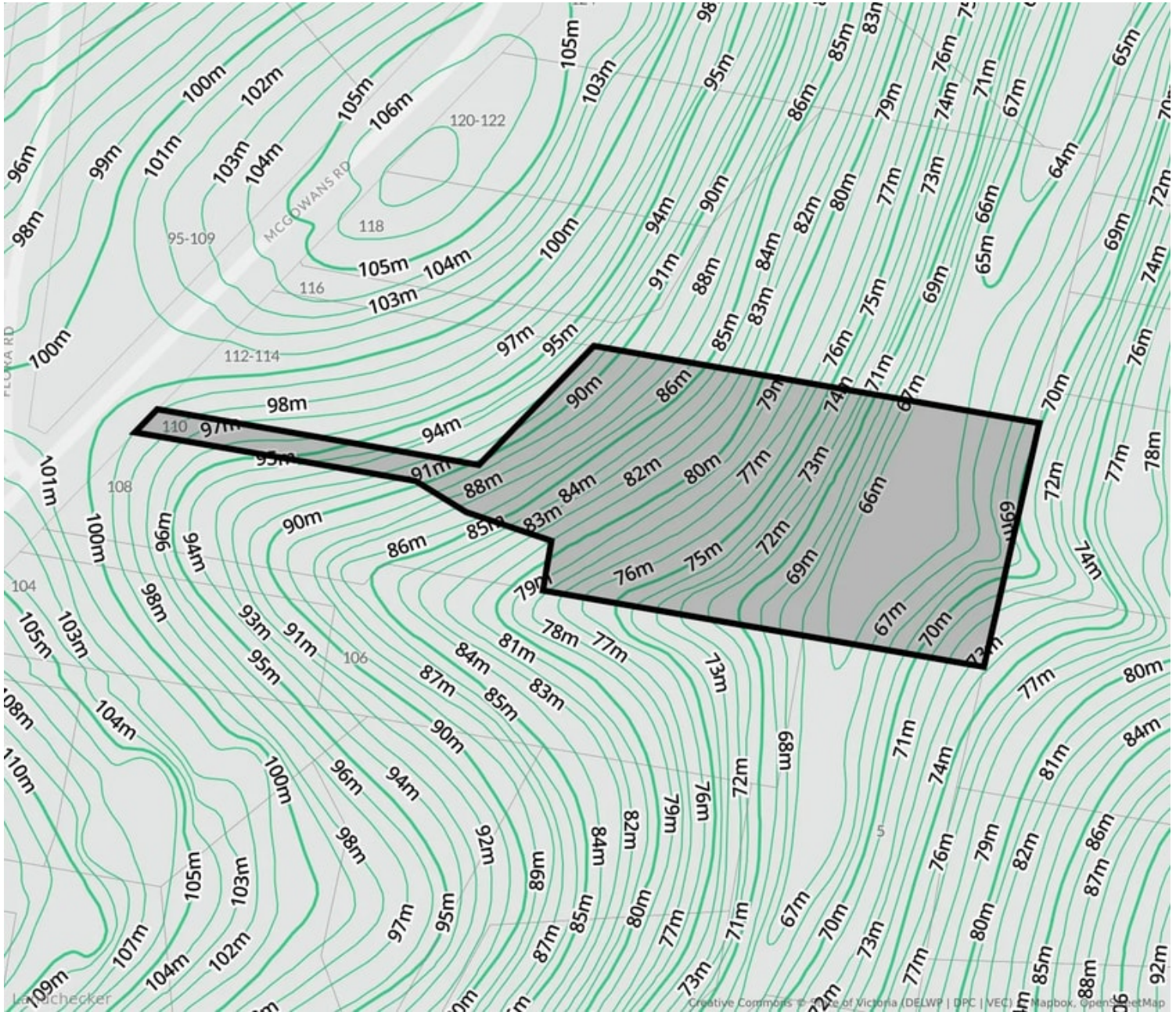
Easements

The easement(s) displayed is indicative only and may represent a subset of the total easements.

For confirmation and detailed advice about the easement(s) nearby this property, please contact the relevant source authority.

TOPOGRAPHY

110 McGowans Road, Donvale Vic 3111



1 - 5m Contours

For confirmation and detailed advice about the elevation of the property, please contact MANNINGHAM council on 03 9840 9333.

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