

Contract of sale of land

Property: 2F Best Street, Reservoir VIC 3073

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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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This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

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

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Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/...../2025

Print names(s) of person(s) signing:

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)

In this contract, “business day” has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../2025

Print names(s) of person(s) signing: Mark Benjamin Irwin and Bronwyn Diana Hazelwood

State nature of authority, if applicable:

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: Harcourts Rata & Co
Address: 1/337 Settlement Road, Thomastown VIC 3074
Email: sold@rataandco.com.au
Tel: 03 9465 7766 Mob: 0415115557 Fax: _____ Ref: Con Tsalkos

Vendor

Name: Mark Benjamin Irwin and Bronwyn Diana Hazelwood
Address: _____
ABN/ACN: _____

Vendor's legal practitioner or conveyancer

Name: MLZ Conveyancing – Melissa Sendra
Address: _____
Email: info@mlzconveyancing.com.au
Tel: 0494 180 276 Mob: _____ Fax: _____ Ref: 25/0025

Purchaser's estate agent

Name: _____
Address: _____
Email: _____
Tel: _____ 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
Volume 12301 Folio 120	7	PS 830348D

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: 2F Best Street, Reservoir VIC 3073

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

All fixed floor coverings, electric light fittings and window furnishings,

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 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

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

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

a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

a residential tenancy for a fixed term ending on / /20.....

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

INFORMATION ONLY

Special Conditions

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

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



GC 23 – special condition

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



GC 28 – special condition

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

Special Condition 1 - Closure Period:

The vendors legal practitioner’s office will be closed between the 24th December 2025 to 16th January 2026. In the event of the due date for settlement being a date during the Closure Period, the parties agree to extend settlement to the first available date following the closure period or alternatively, bring settlement forward to the date prior to the start of the closure period. Whether the date is extended or brought forward will be by agreement between the parties. If the parties are unable to reach agreement, the date will be extended.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

Money

14. DEPOSIT

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

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

19. GST

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

20. LOAN

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

21. BUILDING REPORT

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

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
 - (a) the settlement is conducted through an electronic 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 *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through an electronic 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 *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

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

30.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

GUARANTEE and INDEMNITY

I/We, of
.....

and..... of
.....

being the **Sole Director / Directors** of of
..... (called the "Guarantors") IN

CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by: -

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this day of 202x

SIGNED SEALED AND DELIVERED by the)
said)
)

Print Name:
..... Director (Sign)

in the presence of:)
)
Witness:)

SIGNED SEALED AND DELIVERED by the)
said)
)

Print Name:
.....

.....
Director (Sign)

in the presence of:)
)
Witness:)

INFORMATION ONLY

Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To: Purchaser(s)

From: Mark Benjamin Irwin and Bronwyn Diana Hazelwood of 2F Best Street, Reservoir VIC 3073

Property Address: 2F Best Street, Reservoir VIC 3073

Lot: 7 Plan of subdivision: 830348D

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Dated: 06/08/2025

Signed for an on behalf of the Vendor: *MLZ Conveyancing*

INFORMATION ONLY

SALE OF LAND (PUBLIC AUCTIONS) REGULATIONS 2014

SCHEDULE 1

GENERAL RULES

FOR THE 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 reserve 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.

SALE OF LAND (PUBLIC AUCTIONS) REGULATIONS 2014

SCHEDULE 5

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of Vendor

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

Bidding by Co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

Vendor bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if –

- the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that the auctioneer is making a vendor bid is to say “vendor bid” in making the bid.

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions

The law forbids any of the following –

- any person bidding for a vendor other than –
 - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
 - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners;
- the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property;
- the auctioneer acknowledging a bid if no bid was made;
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them;
- any person falsely claiming or falsely acknowledging that they made a bid;
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the **Sale of Land Act 1962** or the Sale of Land (Public Auctions) Regulations 2014. Copies of those laws can be found at the following web site: www.legislation.vic.gov.au under the title “Victorian Law Today”.

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	2F BEST STREET, RESERVOIR VIC 3073
-------------	------------------------------------

Vendor's name	Mark Benjamin Irwin	Date	/ /
Vendor's signature	_____		
Vendor's name	Bronwyn Diana Hazelwood	Date	/ /
Vendor's signature	_____		

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

1. FINANCIAL MATTERS

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

(a) 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): None to the vendor's knowledge other than those disclosed in the attached certificates.
--

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. 121.4
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

unregistered):

Not Applicable

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

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:

None to the Vendor's knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

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:

None to the Vendor's knowledge.

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.

6.1 Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act* 2006.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

- 9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

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

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

INFORMATION ONLY

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 12301 FOLIO 120

Security no : 124126877827W
Produced 06/08/2025 11:01 AM

LAND DESCRIPTION

Lot 7 on Plan of Subdivision 830348D.
PARENT TITLE Volume 04149 Folio 779
Created by instrument PS830348D 04/05/2021

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
MARK BENJAMIN IRWIN
BRONWYN DIANA HAZELWOOD both of 2F BEST STREET RESERVOIR VIC 3073
AU414984Y 03/06/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AZ236890G 05/06/2025
COMMONWEALTH BANK OF AUSTRALIA

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

DIAGRAM LOCATION

SEE PS830348D FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AZ236889Q (E)	DISCHARGE OF MORTGAGE	Registered	05/06/2025
AZ236890G (E)	MORTGAGE	Registered	05/06/2025

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

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

Street Address: 2F BEST STREET RESERVOIR VIC 3073

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 05/06/2025

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS830348D

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

DOCUMENT END

INFORMATION ONLY



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS830348D
Number of Pages (excluding this cover sheet)	4
Document Assembled	06/08/2025 11:01

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PLAN OF SUBDIVISION		EDITION 1	PS 830348D	
LOCATION OF LAND PARISH: KEELBUNDORA TOWNSHIP: _____ SECTION: _____ CROWN ALLOTMENT: _____ CROWN PORTION: 12 (PART) LAST PLAN REFERENCE: LOT 274 ON LP 6756 TITLE REFERENCE: VOL. 4149 FOL. 779 STREET ADDRESS: 192 EDWARDES STREET (AT TIME OF SUBDIVISION) RESERVOIR VIC 3073 MGA CO-ORDINATES: E: 323 460 ZONE: 55 (APPROX CENTRE OF LAND IN PLAN) N: 5 823 913 GDA 94		Council Name: Darebin City Council Council Reference Number: SUB/169/2020 Planning Permit Reference: D/459/2020 SPEAR Reference Number: S161497J Certification This plan is certified under section 6 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification Digitally signed by: Robert Joseph Murray for Darebin City Council on 26/02/2021 Statement of Compliance issued: 31/03/2021 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	BOUNDARIES DEFINED BY BUILDINGS ARE SHOWN AS THICK CONTINUOUS LINES LOCATION OF BOUNDARIES DEFINED BY BUILDING: - MEDIAN: BOUNDARIES SHOWN THUS ←←←←← - EXTERIOR FACE: ALL OTHER BOUNDARIES COMMON PROPERTY No.1 IS ALL LAND IN THE PLAN EXCEPT LOTS 1 TO 9.		
NIL	NIL			
NOTATIONS		LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES		
DEPTH LIMITATION: DOES NOT APPLY SURVEY: THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s): 800 IN PROCLAIMED SURVEY AREA No. _____ STAGING: THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. D/459/2020				
EASEMENT INFORMATION				
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)				
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL LAND IN THIS PLAN				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1 E-1 E-2	ANY EASEMENTS SEWERAGE SEWERAGE	1.83 1.83 0.91	SEE V.4149 F.779 & LP 6756 THIS PLAN THIS PLAN	UNSPECIFIED YARRA VALLEY WATER CORPORATION YARRA VALLEY WATER CORPORATION
RAVEN LAND SURVEYORS		SURVEYORS FILE REF: 8871 8871/08/1/C Digitally signed by: Calvin Raven, Licensed Surveyor, Surveyor's Plan Version (C), 17/12/2020, SPEAR Ref: S161497J		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 4 PLAN REGISTERED TIME: 12.10 PM DATE: 4/05/2021 RHills Assistant Registrar of Titles
A P.O. BOX 2143 KEW 3101 P 03 9818 5560 ABN 18 086 215 447 E CFRAVEN@BIGPOND.COM F 03 9818 7999 ACN 088 215 447				

PS 830348D

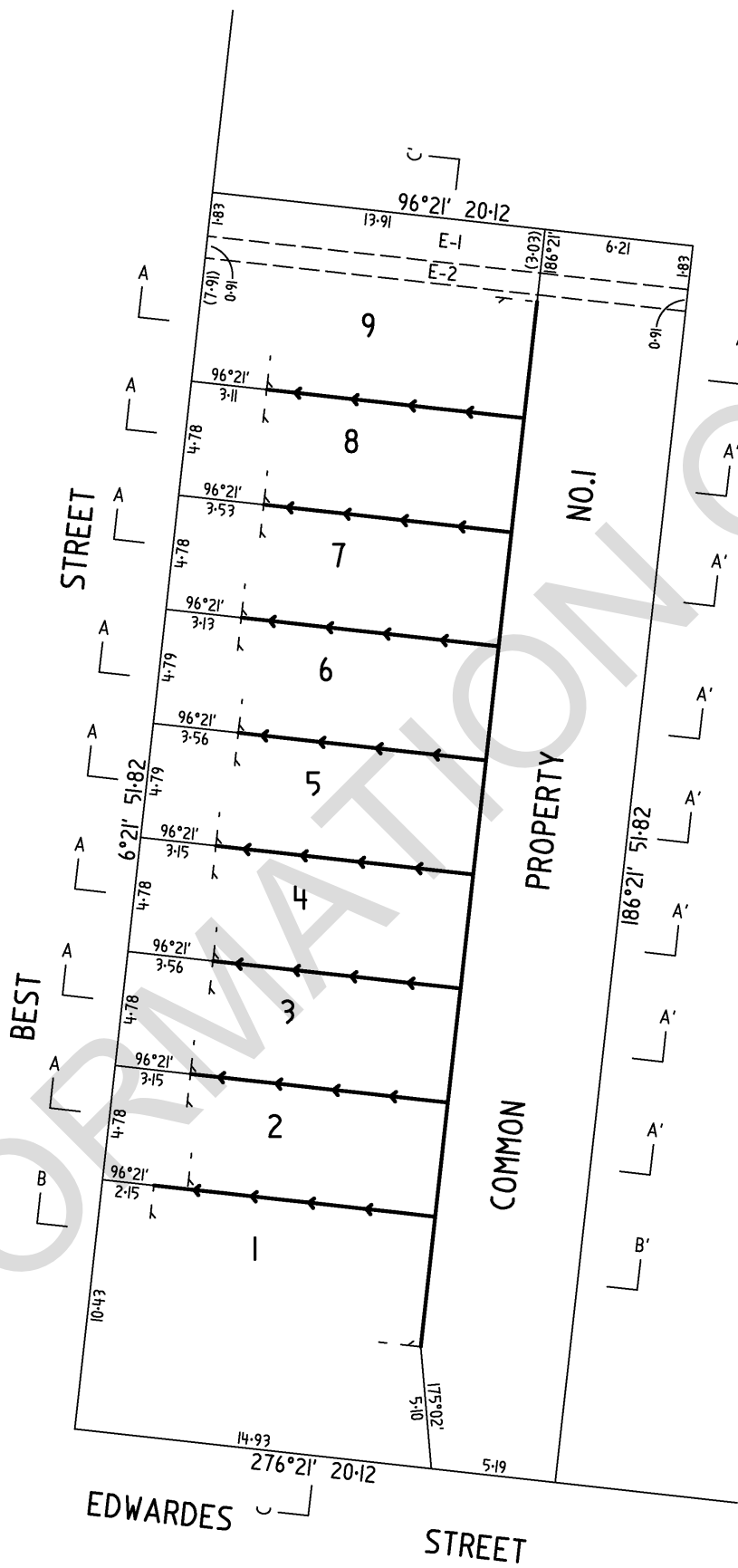


DIAGRAM I - GROUND STOREY

RAVEN
LAND SURVEYORS
 A P.O. BOX 2143 KEW 3101 P 03 9818 5560 ABN 18 086 215 447
 E CFRAVEN@BIGPOND.COM F 03 9818 7999 ACN 086 215 447

SCALE 1:200

Digitally signed by: Calvin Raven, Licensed Surveyor,
 Surveyor's Plan Version (C),
 17/12/2020, SPEAR Ref: S161497J

ORIGINAL SHEET SIZE: A3	SURVEYORS REF. 8871/08/1/C	SHEET 2
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Digitally signed by:
 Darebin City Council,
 26/02/2021,
 SPEAR Ref: S161497J

PS 830348D

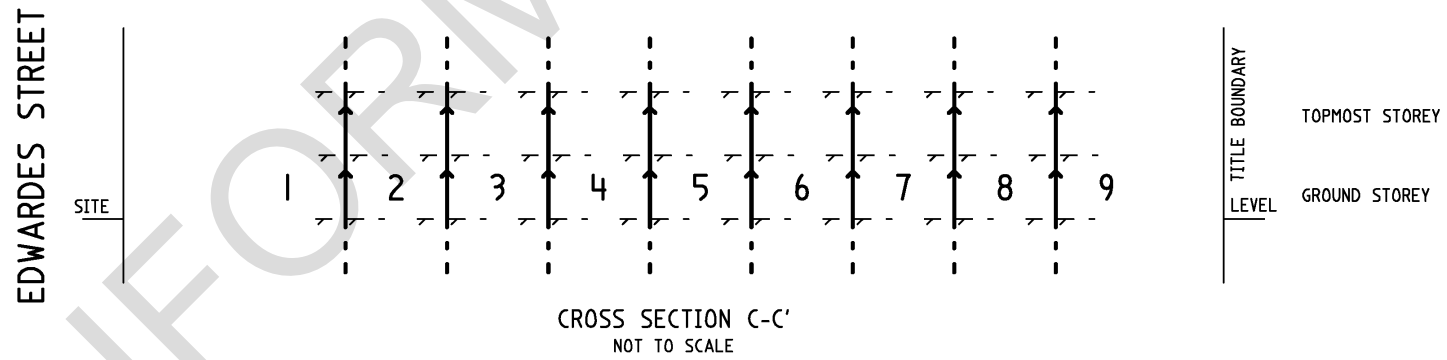
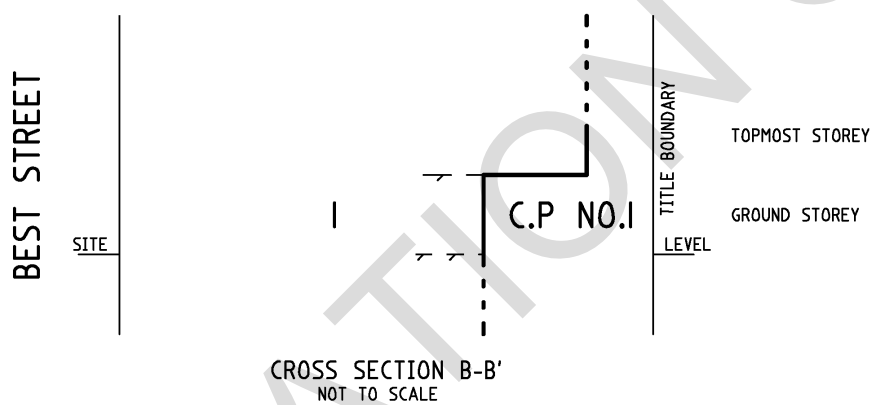
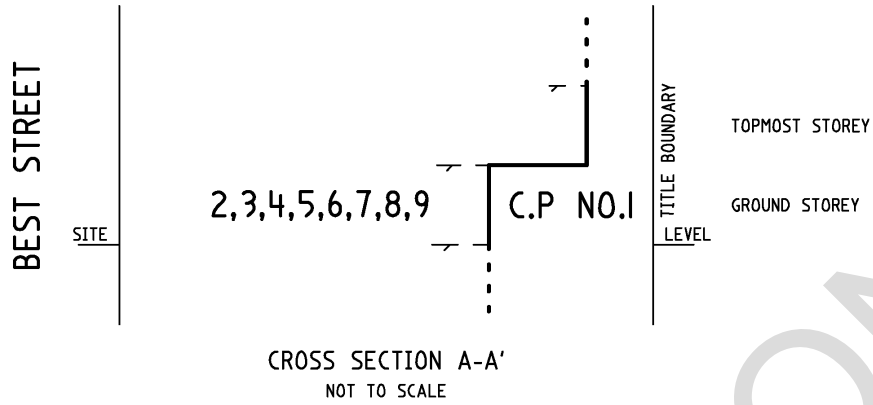


DIAGRAM 3 - CROSS SECTIONS

	SCALE N.T.S.	ORIGINAL SHEET SIZE: A3	SURVEYORS REF. 8871/03/1/C	SHEET 4
	Digitally signed by: Calvin Raven, Licensed Surveyor, Surveyor's Plan Version (C), 17/12/2020, SPEAR Ref: S161497J		Digitally signed by: Darebin City Council, 26/02/2021, SPEAR Ref: S161497J	
A P.O. BOX 2143 KEW 3101 P 03 9818 5560 ABN 18 086 215 447 E CFRAVEN@BIGPOND.COM F 03 9818 7999 ACN 086 215 447				



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 06/08/2025 11:01:42 AM

OWNERS CORPORATION 1
PLAN NO. PS830348D

The land in PS830348D is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 9.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

192 EDUARDES STREET RESERVOIR VIC 3073

OC051688T 04/05/2021

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC051688T 04/05/2021

Notations:

NIL

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	10	10
Lot 4	10	10
Lot 5	10	10
Lot 6	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 06/08/2025 11:01:42 AM

**OWNERS CORPORATION 1
PLAN NO. PS830348D**

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 7	10	10
Lot 8	10	10
Lot 9	10	10
Total	90.00	90.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

INFORMATION ONLY

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1164259

APPLICANT'S NAME & ADDRESS

MLZ CONVEYANCING C/- TRICONVEY2 (RESELLER) C/-
LANDATA

DOCKLANDS

VENDOR

IRWIN, MARK BENJAMIN

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

875955

This certificate is issued for:

LOT 7 PLAN PS830348 ALSO KNOWN AS 2F BEST STREET RESERVOIR
DAREBIN CITY

The land is covered by the:

DAREBIN PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a RESIDENTIAL GROWTH ZONE - SCHEDULE 4
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 18
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :
<http://planningschemes.dpcd.vic.gov.au/schemes/darebin>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

06 August 2025

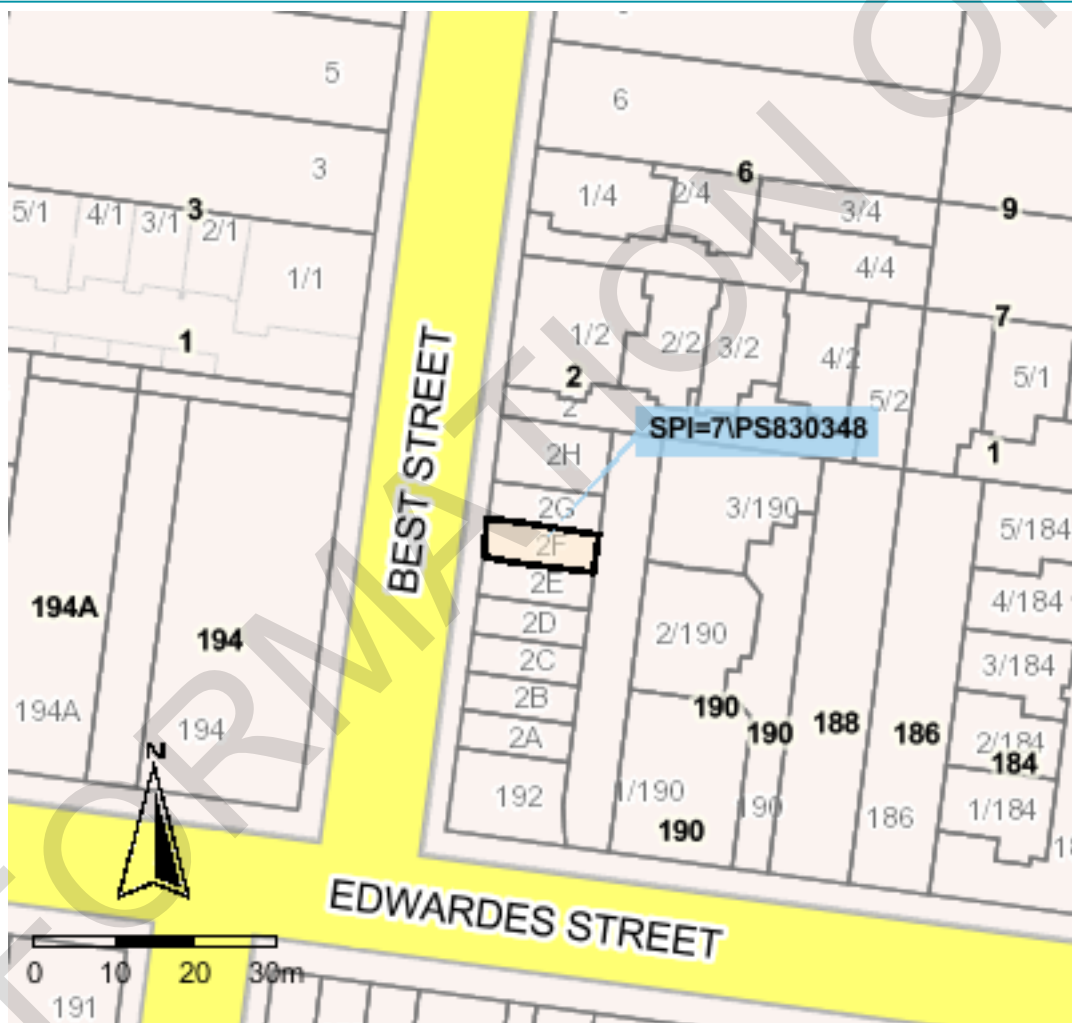
Sonya Kilkenny
Minister for Planning

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



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From www.planning.vic.gov.au at 06 August 2025 11:24 AM

PROPERTY DETAILS

Address: **2F BEST STREET RESERVOIR 3073**
 Lot and Plan Number: **Lot 7 PS830348**
 Standard Parcel Identifier (SPI): **7\PS830348**
 Local Government Area (Council): **DAREBIN**
 Council Property Number: **264719**
 Planning Scheme: **Darebin**
 Directory Reference: **Melway 18 E5**

www.darebin.vic.gov.au

[Planning Scheme - Darebin](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **Yarra Valley Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **JEMENA**

STATE ELECTORATES

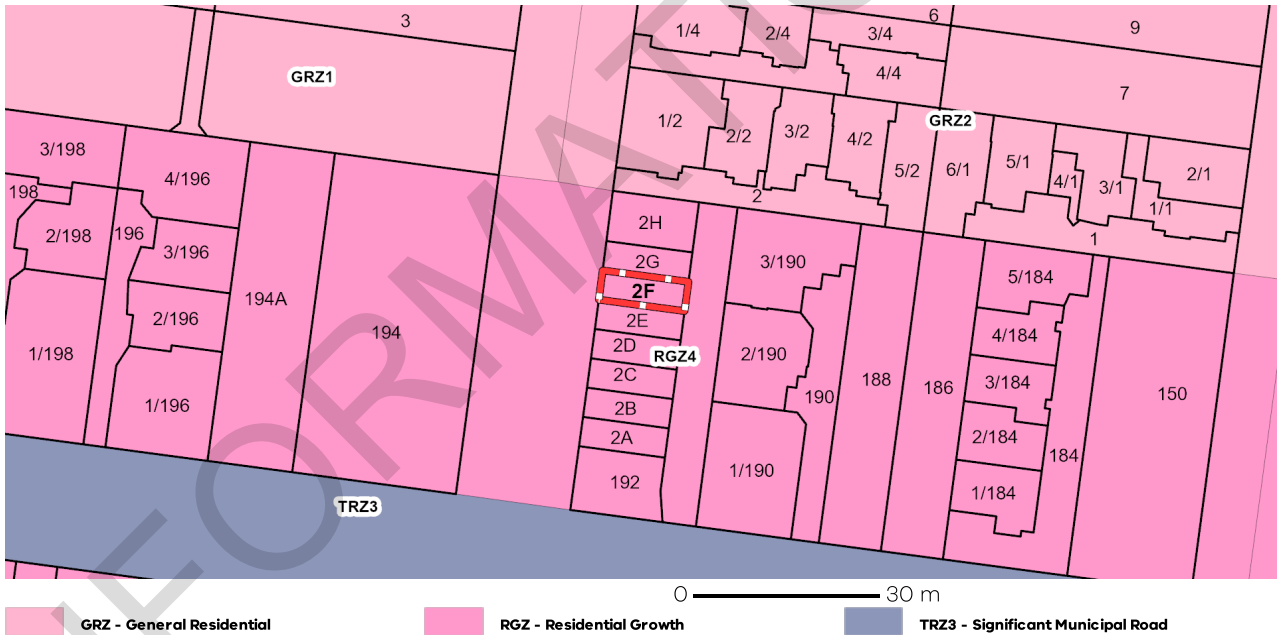
Legislative Council: **NORTHERN METROPOLITAN**
 Legislative Assembly: **PRESTON**
OTHER
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
 Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

Planning Zones

[RESIDENTIAL GROWTH ZONE \(RGZ\)](#)

[RESIDENTIAL GROWTH ZONE - SCHEDULE 4 \(RGZ4\)](#)



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

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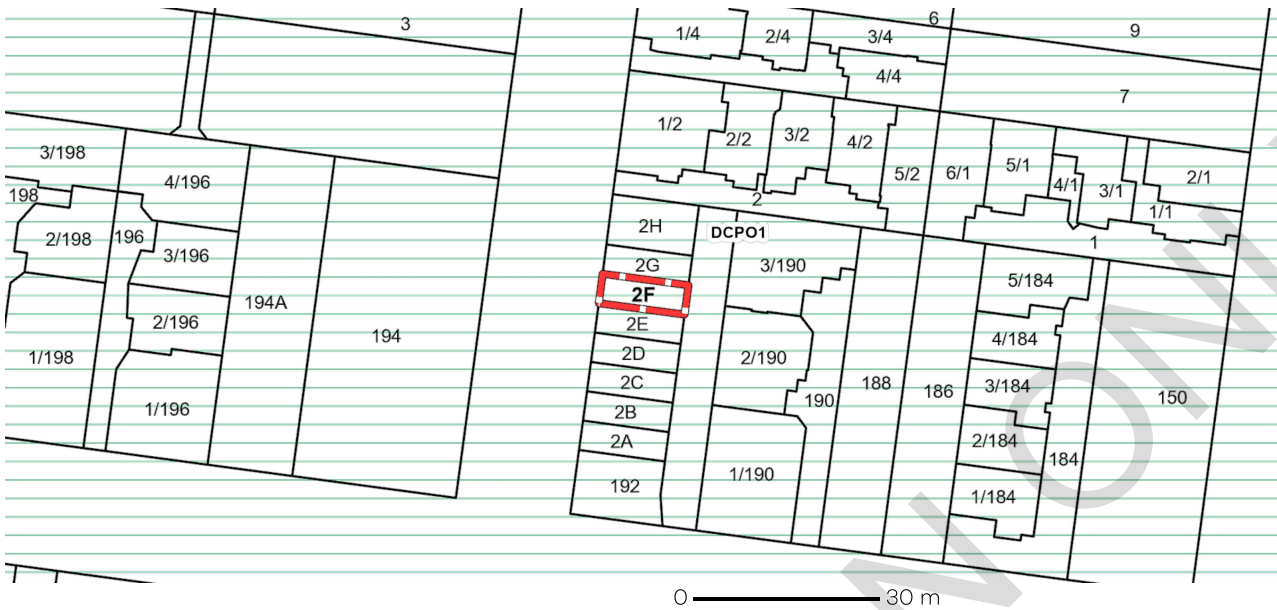
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1(DCPO1)

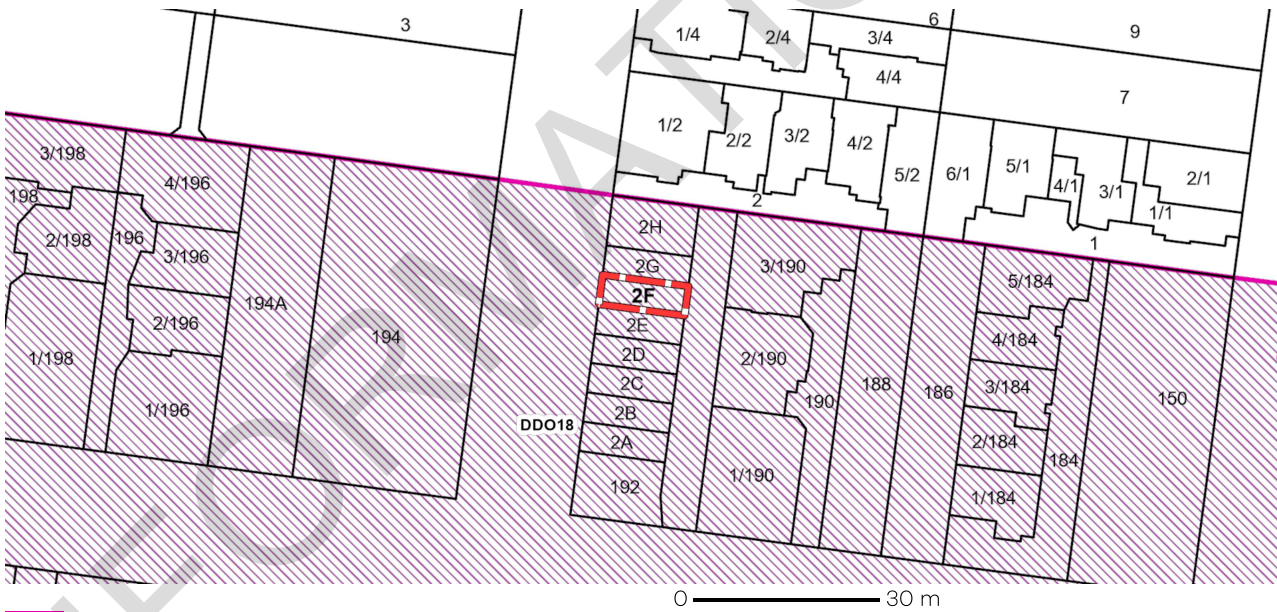


DCPO - Development Contributions Plan Overlay

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

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 18 (DDO18)



DDO - Design and Development Overlay

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

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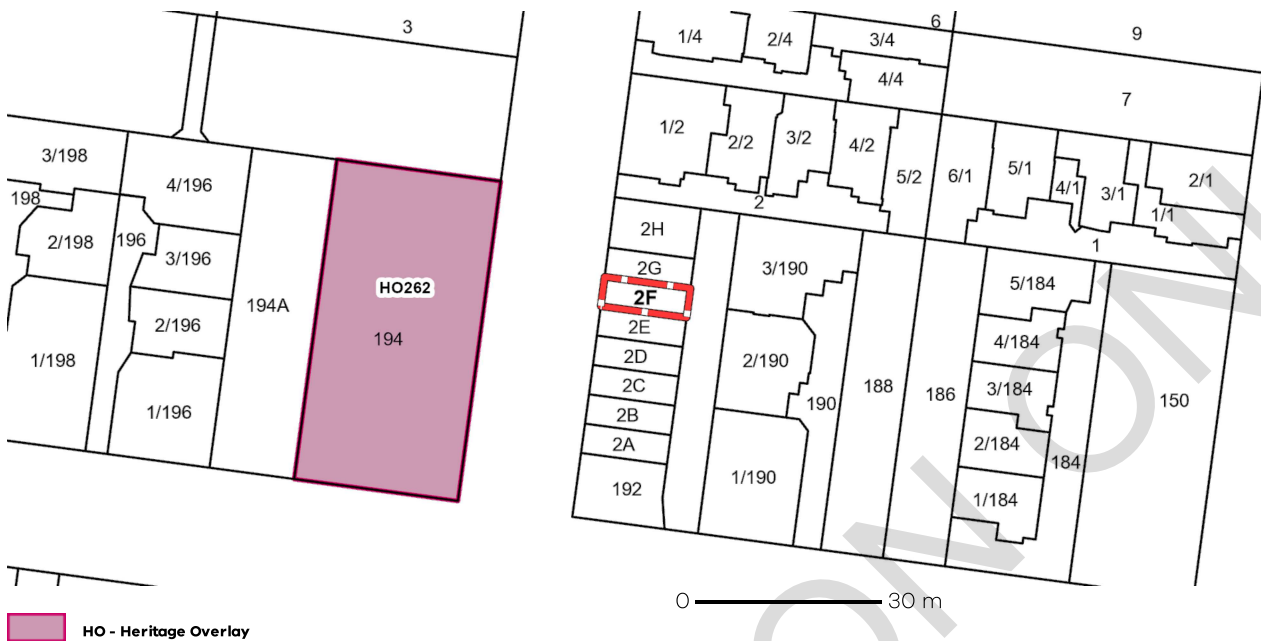
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Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



HO - Heritage Overlay

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

Further Planning Information

Planning scheme data last updated on 5 August 2025.

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

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

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

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

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

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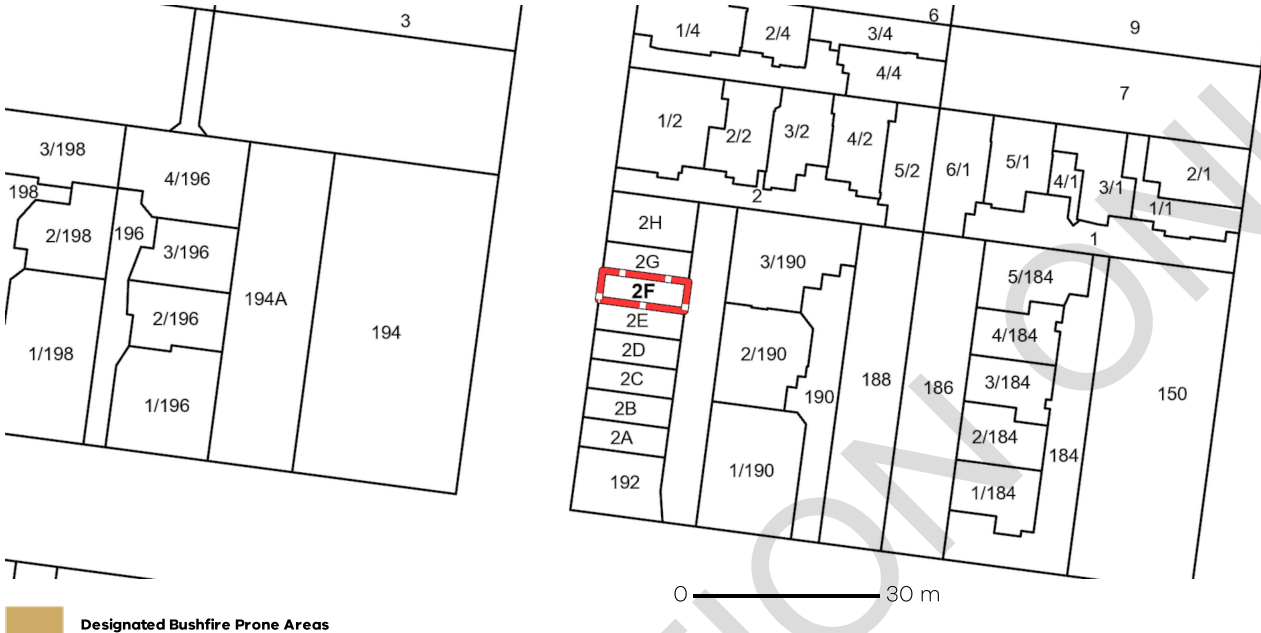
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Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](http://Native%20vegetation%20(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 \(environment.vic.gov.au\)](http://NatureKit%20(environment.vic.gov.au))

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32.07
31/07/2018
VC148

RESIDENTIAL GROWTH ZONE

Shown on the planning scheme map as **RGZ** with a number (if shown).

Purpose

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

To provide housing at increased densities in buildings up to and including four storey buildings.

To encourage a diversity of housing types in locations offering good access to services and transport including activity centres and town centres.

To encourage a scale of development that provides a transition between areas of more intensive use and development and other residential areas.

To ensure residential development achieves design objectives specified in a schedule to this zone.

To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

32.07-1
27/03/2017
VC110

Design objectives

A schedule to this zone must contain the design objectives to be achieved for the area.

32.07-2
14/01/2025
VC237

Table of uses

Section 1 - Permit not required

Use	Condition
Automated collection point	Must meet the requirements of Clause 52.13-3 and 52.13-5. The gross floor area of all buildings must not exceed 50 square metres.
Bed and breakfast	No more than 10 persons may be accommodated away from their normal place of residence. At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.
Community care accommodation	Must meet the requirements of Clause 52.22-2.
Domestic animal husbandry (other than Domestic animal boarding)	Must be no more than 2 animals.
Dwelling (other than Bed and breakfast)	
Home based business	
Informal outdoor recreation	
Medical centre	The gross floor area of all buildings must not exceed 250 square metres.

DAREBIN PLANNING SCHEME

Use	Condition
Place of worship	The gross floor area of all buildings must not exceed 250 square metres. The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Racing dog husbandry	Must be no more than 2 animals.
Railway	
Residential aged care facility	
Rooming house	Must meet the requirements of Clause 52.23-2.
Small second dwelling	Must be no more than one dwelling existing on the lot. Must be the only small second dwelling on the lot. Reticulated natural gas must not be supplied to the building, or part of a building, used for the small second dwelling.
Tramway	
Any use listed in Clause 62.01	Must meet the requirements of Clause 62.01.

Section 2 – Permit required

Use	Condition
Accommodation (other than Community care accommodation, Dwelling, Residential aged care facility, Rooming house and Small second dwelling)	
Agriculture (other than Animal production, Animal training, Apiculture, Domestic animal husbandry, Horse husbandry and Racing dog husbandry)	
Car park	Must be used in conjunction with another use in Section 1 or 2.
Car wash	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Convenience restaurant	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Convenience shop	
Domestic animal husbandry (other than Domestic animal boarding) – if the Section 1 condition is not met	Must be no more than 5 animals.

DAREBIN PLANNING SCHEME

Use	Condition
Food and drink premises (other than Convenience restaurant and Take away food premises)	
Grazing animal production	
Leisure and recreation (other than Informal outdoor recreation and Motor racing track)	
Market	
Office (other than Medical centre)	<p>The land must be located within 100 metres of a commercial zone.</p> <p>The land must have the same street frontage as the land in the commercial zone.</p> <p>The leasable floor area must not exceed 250 square metres.</p>
Place of assembly (other than Amusement parlour, Carnival, Cinema based entertainment facility, Circus, Nightclub and Place of worship)	
Plant nursery	
Retail premises (other than Food and drink premises, Market, Plant nursery and Shop)	<p>The use must be associated with a use or development to which clause 53.23 (Significant residential development with affordable housing) applies.</p>
Service station	<p>The site must either:</p> <ul style="list-style-type: none"> ▪ Adjoin a commercial zone or industrial zone. ▪ Adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3. <p>The site must not exceed either:</p> <ul style="list-style-type: none"> ▪ 3000 square metres. ▪ 3600 square metres if it adjoins on two boundaries a road in a Transport Zone 2 or a Transport Zone 3.
Shop (other than Adult sex product shop, Bottle shop and Convenience shop)	<p>The land must be located within 100 metres of a commercial zone or Mixed Use Zone.</p> <p>The land must have the same street frontage as the land in the commercial zone or Mixed Use Zone.</p>
Store	<p>Must be in a building, not a dwelling, and used to store equipment, goods, or motor vehicles used in conjunction with the occupation of a resident of a dwelling on the lot.</p>

DAREBIN PLANNING SCHEME

Use	Condition
Take away food premises	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Utility installation (other than Minor utility installation and Telecommunications facility)	
Any other use not in Section 1 or 3	

Section 3 – Prohibited

Use
Adult sex product shop
Amusement parlour
Animal production (other than Grazing animal production)
Animal training
Bottle shop
Cinema based entertainment facility
Domestic animal boarding
Extractive industry
Horse husbandry
Industry (other than Automated collection point and Car wash)
Motor racing track
Nightclub
Saleyard
Small second dwelling – if the Section 1 condition is not met
Transport terminal
Warehouse (other than Store)

32.07-3
14/12/2023
VC253

Subdivision

Permit requirement

A permit is required to subdivide land.

DAREBIN PLANNING SCHEME

An application to subdivide land, other than an application to subdivide land into lots each containing an existing dwelling or car parking space, must meet the requirements of Clause 56 and:

- Must meet all of the objectives included in the clauses specified in the following table.
- Should meet all of the standards included in the clauses specified in the following table.

Class of subdivision	Objectives and standards to be met
60 or more lots	All except Clause 56.03-5.
16 – 59 lots	All except Clauses 56.03-1 to 56.03-3, 56.03-5, 56.06-1 and 56.06-3.
3 – 15 lots	All except Clauses 56.02-1, 56.03-1 to 56.03-4, 56.05-2, 56.06-1, 56.06-3 and 56.06-6.
2 lots	Clauses 56.03-5, 56.04-2, 56.04-3, 56.04-5, 56.06-8 to 56.09-2.

A permit must not be granted which would allow a separate lot to be created for land containing a small second dwelling.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Subdivide land to realign the common boundary between 2 lots where: <ul style="list-style-type: none"> ▪ The area of either lot is reduced by less than 15 percent. ▪ The general direction of the common boundary does not change. 	Clause 59.01
Subdivide land into lots each containing an existing building or car parking space where: <ul style="list-style-type: none"> ▪ The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme. ▪ An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within 5 years prior to the application for a permit for subdivision. 	Clause 59.02
Subdivide land into 2 lots if: <ul style="list-style-type: none"> ▪ The construction of a building or the construction or carrying out of works on the land: <ul style="list-style-type: none"> – Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired. – Has started lawfully. ▪ The subdivision does not create a vacant lot. 	Clause 59.02

32.07-4
22/09/2023
VC243

Construction and extension of one dwelling on a lot

Permit requirement

A permit is required to construct or extend one dwelling on a lot less than 300 square metres.

A development must meet the requirements of Clause 54.

No permit required

No permit is required to:

- Construct or carry out works normal to a dwelling.
- Construct or extend an out-building (other than a garage or carport) on a lot provided the gross floor area of the out-building does not exceed 10 square metres and the maximum building height is not more than 3 metres above ground level.
- Make structural changes to a dwelling provided the size of the dwelling is not increased or the number of dwellings is not increased.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
<p>Construct or extend a dwelling on a lot less than 300 square metres if the development meets the requirements in the following standards of Clause 54:</p> <ul style="list-style-type: none"> ▪ A3 Street setback. ▪ A10 Side and rear setbacks. ▪ A11 Walls on boundaries. ▪ A12 Daylight to existing windows. ▪ A13 North-facing windows. ▪ A14 Overshadowing open space. ▪ A15 Overlooking. <p>For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory.</p> <p>If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.</p>	<p>Clause 59.14</p>

32.07-5
14/12/2023
VC253

Construction and extension of a small second dwelling on a lot

Permit requirement

A permit is required to construct or extend a small second dwelling on a lot of less than 300 square metres.

A development must meet the requirements of Clause 54.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
<p>Construct or extend a small second dwelling on a lot less than 300 square metres if the development meets the requirements in the following standards of Clause 54:</p> <ul style="list-style-type: none"> ▪ A3 Street setback. ▪ A9 Building setback. ▪ A9.1 Safety and accessibility. ▪ A10 Side and rear setbacks. ▪ A11 Walls on boundaries. ▪ A12 Daylight to existing windows. ▪ A13 North-facing windows. ▪ A14 Overshadowing open space. ▪ A15 Overlooking. <p>For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory.</p> <p>If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.</p>	<p>Clause 59.14</p>

32.07-6
31/03/2025
VC267

Construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings

Permit requirement

A permit is required to:

- Construct a dwelling if there is at least one dwelling existing on the lot.
- Construct two or more dwellings on a lot.
- Extend a dwelling if there are two or more dwellings on the lot.
- Construct or extend a dwelling if it is on common property.
- Construct or extend a residential building.

A permit is required to construct or extend a front fence within 3 metres of a street if:

- The fence is associated with 2 or more dwellings on a lot or a residential building, and
- The fence exceeds the maximum height specified in Clause 55.02-8.

A development must meet the requirements of Clause 55. This does not apply to a development of four or more storeys, excluding a basement.

A development of four storeys, excluding a basement, must meet the requirements of Clause 57.

An apartment development of five or more storeys, excluding a basement, must meet the requirements of Clause 58.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
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Construct or extend a front fence within 3 metres of a street if the fence is associated with 2 or more dwellings on a lot or a residential building.	Clause 59.03
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Transitional provisions

Clause 55 of this scheme, as in force immediately before the approval date of Amendment VC136, continues to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

Clause 58 does not apply to:

- An application for a planning permit lodged before the approval date of Amendment VC136.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before the approval date of Amendment VC136.

Clauses 55 and 58 of this scheme, as in force immediately before the approval date of Amendment VC174, continue to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

Clause 55 of this planning scheme, as in force immediately before the approval date of Amendment VC267, continues to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

32.07-7
31/03/2025
VC267

Requirements of Clause 54 and Clause 55

A schedule to this zone may specify the requirements of:

- Standards A3, A5, A6, A10, A11, A17 and A20 of Clause 54 of this scheme.
- Standards B2-1, B2-5, B2-8 and B3-5 of Clause 55 of this scheme.

If a requirement is not specified in a schedule to this zone, the requirement set out in the relevant standard of Clause 54 or Clause 55 applies.

32.07-8
14/12/2023
VC253

Residential aged care facility

Permit requirements

A permit is required to construct a building or construct or carry out works for a residential aged care facility.

A development must meet the requirements of Clause 53.17 - Residential aged care facility.

32.07-9
14/12/2023
VC253

Buildings and works associated with a Section 2 use

A permit is required to construct a building or construct or carry out works for a use in Section 2 of Clause 32.07-2.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
<p>Construct a building or construct or carry out works where:</p> <ul style="list-style-type: none"> ▪ The building or works are not associated with a dwelling, primary school or secondary school and have an estimated cost of up to \$100,000; or ▪ The building or works are associated with a primary school or secondary school and have an estimated cost of up to \$500,000; and ▪ The requirements in the following standards of Clause 54 are met, where the land adjoins land in a residential zone used for residential purposes: <ul style="list-style-type: none"> – A10 Side and rear setbacks. – A11 Walls on boundaries. – A12 Daylight to existing windows. – A13 North-facing windows. – A14 Overshadowing open space. – A15 Overlooking. <p>For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory.</p> <p>If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.</p>	<p>Clause 59.04</p>

32.07-10
31/03/2025
VC267

Maximum building height requirement for a dwelling, small second dwelling or residential building

A building must not be constructed for use as a dwelling, small second dwelling or a residential building that exceeds the maximum building height specified in a schedule to this zone.

If no maximum building height is specified in a schedule to this zone, the building height should not exceed 13.5 metres.

This building height requirement replaces the maximum building height specified in Clause 54.03-2, Clause 55.02-2 and Clause 57.02-2.

A building may exceed the maximum building height specified in a schedule to this zone if:

- It replaces an immediately pre-existing building and the new building does not exceed the building height of the pre-existing building.
- There are existing buildings on both abutting allotments that face the same street and the new building does not exceed the building height of the lower of the existing buildings on the abutting allotments.

- It is on a corner lot abutted by lots with existing buildings and the new building does not exceed the building height of the lower of the existing buildings on the abutting allotments.
- It is constructed pursuant to a valid building permit that was in effect prior to the introduction of this provision.

An extension to an existing building may exceed the maximum building height specified in a schedule to this zone if it does not exceed the building height of the existing building.

A building may exceed the maximum building height by up to 1 metre if the slope of the natural ground level, measured at any cross section of the site of the building wider than 8 metres, is greater than 2.5 degrees.

The maximum building height requirement in this zone or a schedule to this zone applies whether or not a planning permit is required for the construction of a building.

Building height if land is subject to inundation

If the land is in a Special Building Overlay, Land Subject to Inundation Overlay or is land liable to inundation the maximum building height specified in the zone or schedule to the zone is the vertical distance from the minimum floor level determined by the relevant drainage authority or floodplain management authority to the roof or parapet at any point.

32.07-11
31/03/2025
VC267

Buildings on lots that abut another residential zone

Any buildings or works constructed on a lot that abuts land which is in a General Residential Zone, Neighbourhood Residential Zone, or Township Zone must meet the requirements of Clauses 55.02-3, 55.02-4, 55.04-1, 55.04-3, 55.04-4 and 55.05-2 along that boundary.

32.07-12
31/03/2025
VC267

Application requirements

An application must be accompanied by the following information, as appropriate:

- For a development of one dwelling on a lot or a small second dwelling on a lot, the neighbourhood and site description and design response as required in Clause 54.
- For a development of two or more dwellings on a lot, dwellings on common property and residential buildings of three storeys or less, excluding a basement, the site description and design response as required in Clause 55.
- For a development of two or more dwellings on a lot, dwellings on common property and residential buildings of four storeys, excluding a basement, the site description and design response as required in Clause 57.
- For an apartment development of five or more storeys, an urban context report and design response as required in Clause 58.01.
- For an application for subdivision, a site and context description and design response as required in Clause 56.
- Plans drawn to scale and dimensioned which show:
 - Site shape, size, dimensions and orientation.
 - The siting and use of existing and proposed buildings.
 - Adjacent buildings and uses.
 - The building form and scale.
 - Setbacks to property boundaries.
- The likely effects, if any, on adjoining land, including noise levels, traffic, the hours of delivery and despatch of good and materials, hours of operation and light spill, solar access and glare.
- Any other application requirements specified in a schedule to this zone.

If in the opinion of the responsible authority an application requirement is not relevant to the evaluation of an application, the responsible authority may waive or reduce the requirement.

32.07-13
31/03/2025
VC267

Exemption from notice and review

Subdivision

An application to subdivide land is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

Construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings

An application under clause 32.07-6 is exempt from the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act if all the applicable standards under clause 55.02, 55.04-1, 55.04-2, 55.04-3, 55.04-4 and 55.05-2 are met.

32.07-14
31/03/2025
VC267

Decision guidelines

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

General

- The Municipal Planning Strategy and the Planning Policy Framework.
- The purpose of this zone.
- The objectives set out in a schedule to this zone.
- Any other decision guidelines specified in a schedule to this zone.
- The impact of overshadowing on existing rooftop solar energy systems on dwellings on adjoining lots in a Housing Choice and Transport Zone, Mixed Use Zone or Residential Growth Zone.

Subdivision

- The pattern of subdivision and its effect on the spacing of buildings.
- For subdivision of land for residential development, the objectives and standards of Clause 56.

Dwellings, small second dwellings and residential buildings

- For the construction of one dwelling on a lot, whether the development is an under-utilisation of the lot.
- For the construction and extension of one dwelling on a lot and a small second dwelling, the applicable objectives, standards and decision guidelines of Clause 54.
- For the construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings of three storeys or less, excluding a basement, the objectives, standards and decision guidelines of Clause 55.
- For the construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings of four storeys, excluding a basement, the objectives, standards and decision guidelines of Clause 57.
- For the construction and extension of an apartment development of five or more storeys, excluding a basement, the objectives, standards and decisions guidelines of Clause 58.

Non-residential use and development

- Whether the use or development is compatible with residential use.

DAREBIN PLANNING SCHEME

- Whether the use generally serves local community needs.
- The scale and intensity of the use and development.
- The design, height, setback and appearance of the proposed buildings and works.
- The proposed landscaping.
- The provision of car and bicycle parking and associated accessways.
- Any proposed loading and refuse collection facilities.
- The safety, efficiency and amenity effects of traffic to be generated by the proposal.

32.07-15
14/12/2023
VC253

Signs

Sign requirements are at Clause 52.05. This zone is in Category 3.

INFORMATION ONLY

28/05/2021
C185dare**SCHEDULE 4 TO CLAUSE 32.07 RESIDENTIAL GROWTH ZONE**Shown on the planning scheme map as **RGZ4**.**SUBSTANTIAL HOUSING CHANGE AREAS - 4 STOREY RESTRICTION****1.0**28/05/2021
C185dare**Design objectives**

None specified.

2.002/04/2025
VC276**Requirements of Clause 54 and Clause 55**

	Standard	Requirement
Minimum street setback	A3	None specified
	B2-1	None specified
Site coverage	A5	None specified
	B2-5	None specified
Permeability	A6	None specified
Side and rear setbacks	A10	None specified
Walls on boundaries	A11	None specified
Private open space	A17	None specified
	B3-5	None specified
Front fence height	A20 and B2-8	None specified

3.026/04/2024
VC252**Maximum building height requirement for a dwelling, small second dwelling or residential building**

A building used as a dwelling, small second dwelling or a residential building must not exceed a height of 4 storeys (13.5 metres).

This does not apply to:

- An extension of an existing building or the construction of a new building that exceeds the specified building height which does not exceed the height of immediately adjacent buildings facing the same street.
- The rebuilding of a lawful building or works which have been damaged or destroyed.

A lift overrun, plant and services that are appropriately screened and other building appurtenances may exceed the mandatory height requirements by no more than 1.2 metres.

In areas subject to the Special Building Overlay, the maximum building height may be exceeded by no more than the minimum additional building height required by the overlay provisions.

4.028/05/2021
C185dare**Application requirements**

None specified.

5.0
28/05/2021
C185dare

Decision guidelines

None specified.

INFORMATION ONLY

43.02
31/07/2018
VC148

DESIGN AND DEVELOPMENT OVERLAY

Shown on the planning scheme map as **DDO** with a number.

Purpose

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

To identify areas which are affected by specific requirements relating to the design and built form of new development.

43.02-1
19/01/2006
VC37

Design objectives

A schedule to this overlay must contain a statement of the design objectives to be achieved for the area affected by the schedule.

43.02-2
28/02/2025
VC274

Buildings and works

Permit requirement

A permit is required to:

- Construct a building or construct or carry out works. This does not apply:
 - If a schedule to this overlay specifically states that a permit is not required.
 - To the construction of an outdoor swimming pool associated with a dwelling unless a specific requirement for this matter is specified in a schedule to this overlay.
 - To the construction of a building or construction or carrying out of works for a small second dwelling if all the following requirements are met:
 - The building height must not exceed 5 metres.
 - The building must be finished using muted tones and colours.
- Construct a fence if specified in a schedule to this overlay.

Buildings and works must be constructed in accordance with any requirements in a schedule to this overlay. A schedule may include requirements relating to:

- Building setbacks.
- Building height.
- Plot ratio.
- Landscaping.
- Any other requirements relating to the design or built form of new development.

A permit may be granted to construct a building or construct or carry out works which are not in accordance with any requirement in a schedule to this overlay, unless the schedule specifies otherwise.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Construct a fence.	Clause 59.05

Class of application	Information requirements and decision guidelines
Construct a building or construct or carry out works for: <ul style="list-style-type: none"> ▪ A carport, garage, pergola, verandah, deck, shed or similar structure. ▪ An outdoor swimming pool. The buildings and works must be associated with a dwelling.	Clause 59.05
Construct a building or construct or carry out works with an estimated cost of up to \$1,000,000 where the land is in an industrial zone.	Clause 59.05
Construct a building or construct or carry out works with an estimated cost of up to \$500,000 where the land is in a commercial zone or a Special Use Zone, Comprehensive Development Zone, Capital City Zone, Docklands Zone, Priority Development Zone, Activity Centre Zone or Precinct Zone.	Clause 59.05

Exemption from notice and review

A schedule to this overlay may specify that an application is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

Subdivision

Permit requirement

A permit is required to subdivide land.
 This does not apply if a schedule to this overlay specifically states that a permit is not required.
 Subdivision must occur in accordance with any lot size or other requirement specified in a schedule to this overlay.
 A permit may be granted to subdivide land which is not in accordance with any lot size or other requirement in a schedule to this overlay, unless the schedule specifies otherwise.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Subdivide land to realign the common boundary between 2 lots where: <ul style="list-style-type: none"> ▪ The area of either lot is reduced by less than 15 percent. ▪ The general direction of the common boundary does not change. 	Clause 59.01
Subdivide land into lots each containing an existing building or car parking space where: <ul style="list-style-type: none"> ▪ The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme. 	Clause 59.02

43.02-3
 31/07/2018
 VC148

Class of application**Information requirements
and decision guidelines**

- An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within 5 years prior to the application for a permit for subdivision.

Subdivide land into 2 lots if:

Clause 59.02

- The construction of a building or the construction or carrying out of works on the land:
 - Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired.
 - Has started lawfully.
 - The subdivision does not create a vacant lot.
-

Exemption from notice and review

A schedule to this overlay may specify that an application is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

43.02-4

31/07/2018
VC148

Signs

Sign requirements are at Clause 52.05 unless otherwise specified in a schedule to this overlay.

43.02-5

31/07/2018
VC148

Application requirements

An application must be accompanied by any information specified in a schedule to this overlay.

43.02-6

31/07/2018
VC148

Decision guidelines

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- The design objectives of the relevant schedule to this overlay.
- The provisions of any relevant policies and urban design guidelines.
- Whether the bulk, location and appearance of any proposed buildings and works will be in keeping with the character and appearance of adjacent buildings, the streetscape or the area.
- Whether the design, form, layout, proportion and scale of any proposed buildings and works is compatible with the period, style, form, proportion, and scale of any identified heritage places surrounding the site.
- Whether any proposed landscaping or removal of vegetation will be in keeping with the character and appearance of adjacent buildings, the streetscape or the area.
- The layout and appearance of areas set aside for car parking, access and egress, loading and unloading and the location of any proposed off street car parking
- Whether subdivision will result in development which is not in keeping with the character and appearance of adjacent buildings, the streetscape or the area.
- Any other matters specified in a schedule to this overlay.

SCHEDULE 18 TO CLAUSE 43.02 DESIGN AND DEVELOPMENT OVERLAY

Shown on the planning scheme map as **DDO18** .

RESERVOIR RESIDENTIAL GROWTH AREA**Design objectives****General**

- To support and encourage built form aspirations of the Reservoir Structure Plan, encourage higher density in a format that appropriately addresses interfaces with established residential areas.
- To encourage high quality development.
- To discourage underdevelopment.
- To ensure the cumulative effect of development leads to the creation of high quality design outcomes.
- To provide an appropriate transition in scale and design to surrounding areas planned for less intensive development outcomes in General Residential and Neighbourhood Residential zones.
- To provide an appropriate transition in scale and design to adjoining lots with lesser development potential within the Residential Growth Zone.
- To ensure that development creates a consistent and activated high quality street edge.
- To facilitate a higher density form of housing sited within a garden setting.
- To reflect location conditions and aspirations within the precincts described below.

Parking and Access

- To ensure development provides bicycle and vehicle parking and access conditions as per objectives and guidelines of Clause 22.06.
- To maximise the retention of existing on street car parking spaces where possible and avoid proliferation of vehicle crossovers.
- To create new laneway links in consolidated development to support alternative vehicle access and parking away
- To minimise adverse impacts of development on local traffic conditions.

Buildings and works**2.1 Permit Requirement**

A permit is not required:

- To construct or extend a single dwelling, or carry out works in association with the use of a single dwelling on a lot in excess of 300 square metres,
- Buildings and works associated with any existing and lawful non-residential use on the land,
- To construct or extend an out-building, garage, car port or other structure associated with a dwelling on a lot in excess of 300 square metres provided that it is set back front, side and rear boundaries in accordance with requirements of the zone.

2.2 Application

The requirements below apply for multi-dwelling development and are in addition to the general built form objectives contained in the Residential and Mixed Use Development Policy at Clause 22.06 and the *Residential Built Form Guidelines, 2014*.

Where the requirements of this Schedule conflict with and/or are inconsistent with the requirements of Clause 55, the requirements of this Schedule shall prevail.

2.3 Reservoir Activity Centre Residential Area Preferred Built Form Outcome

The area comprises precincts within the Reservoir Activity Centre designated for residential intensification by the Reservoir Structure Plan. Broadly, the four precincts represent a 'corridor' extending from Edwardes Lake to Boldrewood Parade, generally of a single lot depth. The precincts share interfaces with commercial activity centre land or established residential land and future development will need to consider the immediate site context through design.

Precinct A: Edwardes Street Precinct

Edwardes Street comprises a number of one and two storey unit or townhouse developments. Lots remaining are fragmented, varying in size and generally have a narrow and long configuration. Lots in this precinct are generally constrained by front vehicle access due to lack of laneway access and share interfaces with existing low scale unit development.

Precinct B: Broadway

Development along Broadway is relatively consistent in scale and format, with much of the original building stock remaining, and the pattern of subdivision remaining intact. Corner sites are the exception with several multi-dwelling redevelopments.

Sensitive interfaces to adjoining properties to the north and particularly to the south are a key issue for future development along Broadway. Townhouses should be discouraged where they will negatively impact on the development yield of the precinct.

Precinct C: Spring St

The Spring Street Precinct includes two key consolidation opportunities comprised of variously configured adjoining a school and church site. Townhouses should be discouraged where they will negatively impact on the development yield of the precinct.

Precinct D: Bedford St

- The residential pocket is surrounded by commercial areas on the north, east and west sides. It comprises long deep blocks and contains a number of single and two storey unit developments. The precinct presents opportunities for consolidation, however interfaces with existing low scale unit development require careful management.

2.4 General Requirements

- New development should demonstrate how it will correspond to existing conditions (such as secluded private open spaces and habitable room windows) on adjoining sites that are unlikely to be developed (e.g. strata titled lots).
- The common pedestrian areas of new buildings should be designed with legible and convenient access, with hallway and lobby areas of a size that reflects the quantity of apartments serviced and which can be naturally lit and ventilated.
- Through orderly and functional siting and design new development should be oriented to maximise the quantity of dwellings overlooking the public realm and minimise the need for screening to habitable living rooms and private open spaces or balconies within the development.

DAREBIN PLANNING SCHEME

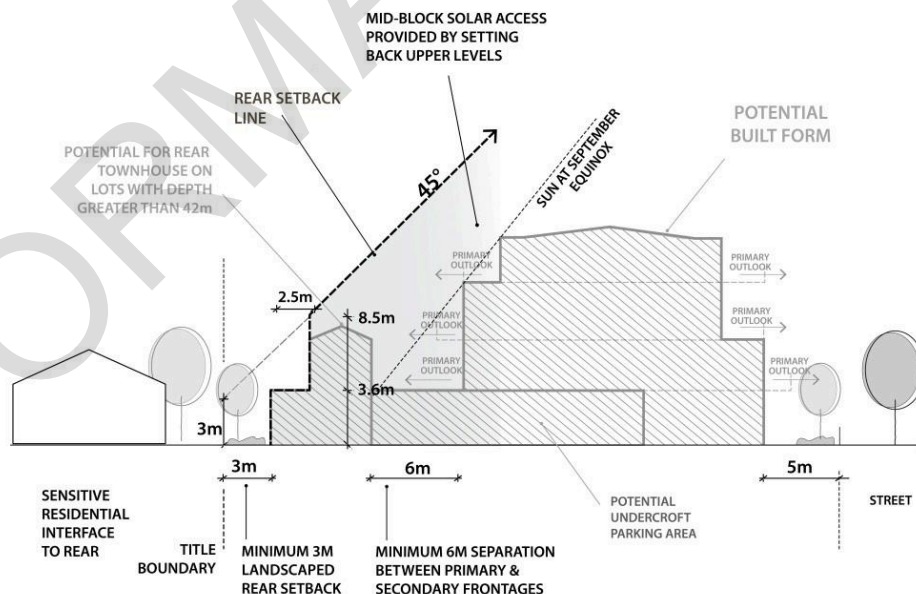
- Development should provide for rooms with direct daylight access and avoid layouts which rely on daylight access through an adjacent room or deeply recessed window corridors designed in a 'battle-axe' configuration.
- A domestic design approach is encouraged and should comprise a balance of solid and void elements, embellished with architectural features such as balconies, fenestration, window sills, eaves and roof forms.
- Materials should be recognisably domestic in their application and finish, having regard to the site context, e.g. brick and timber. Composite panelling or materials that are typical of commercial buildings are discouraged.
- Blank walls and high side fences should be avoided. Where a blank wall is proposed as an interim condition subject to future adjoining development, the colour, texture or finish of the wall should be designed to be attractive to passing pedestrians.
- Ground floor units should provide an address to the front street. Pedestrian entries should be clearly visible from the public domain.

2.5 Street Frontage

- Building mass should be directed towards street frontages.
- Ground floor units should have direct access and address to street frontages.
- Pedestrian access points to different ground floor uses should be clearly defined and appropriately separated from residential uses.
- Pedestrian entries should be clearly visible from the public domain.

2.6 Building Height and Setback Requirements

- Development should be set back from front and side boundaries in accordance with the requirements of the zone and to enable deep root planting where practicable.
- Buildings should be set back from rear boundaries in accordance with the requirements of the zone and the principles shown in Figures 1 and 2 below.



D032-4

Figure 1: Rear Setback

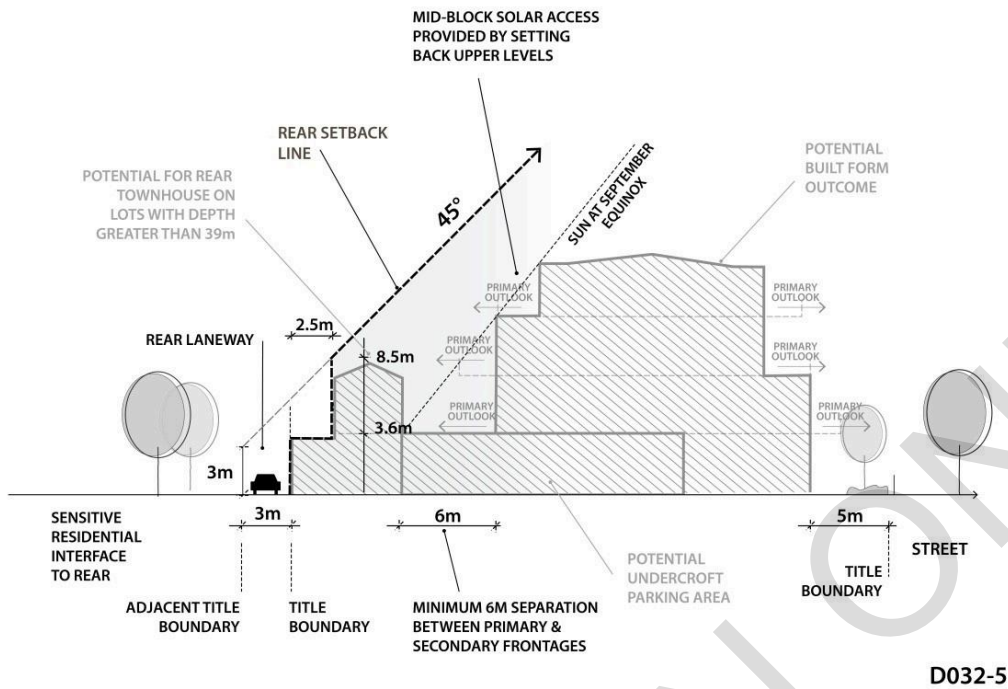


Figure 2: Rear setback with laneway interface

Fixed external screens, balustrades, eaves, gutters, downpipes and other building appurtenances may protrude vertically into the rear setback envelope by up to 1 metre. Balconies, decks or terraces may not encroach into the rear setback envelope. Screening on side boundaries with residential zones must comply with the requirements of Clause 55.04-1.

2.7 Access and Parking

- Where practical, vehicle access should be created from side streets or rear laneways.
- In mid-block locations on consolidated, new crossovers should be limited to one double width crossover per development to maximise public safety, on-street parking and traffic flow.
- Developments fronting busy streets should minimise vehicle crossovers and ensure that vehicles can enter and exit the site in a forward direction with provision for ‘left in’ and left out’ turning movements.
- Under-croft or basement car parking is acceptable provided that these areas are concealed from the street.
- Under-croft arrangements should conceal vehicle parking behind ground floor development that is oriented towards the site frontage.
- Bicycle parking should be sited and designed to be convenient and easily accessible to the street.

3.0
28/05/2021
C185dare

Subdivision

None specified.

4.0
28/05/2021
C185dare

Signs

None specified.

5.0
28/05/2021
C185dare

Application requirements

None specified.

6.028/05/2021
C185dare**Decision guidelines**

The following decision guidelines apply to an application for a permit under Clause 43.02, in addition to those specified in Clause 43.02 and elsewhere in the scheme which must be considered, as appropriate, by the responsible authority:

- Whether the design objectives and buildings and works requirements of this schedule have been met.
- Whether the proposed development seeks to achieve the development outcomes encouraged through the Residential Built Form Design Guidelines, 2014.
- Whether the objectives and design guidelines of Clause 22.06 have been met, as appropriate.
- The extent to which a development has regard to the existing amenity of adjacent land that is unlikely to be developed in accordance with the objectives and guidelines of this schedule.
- The architectural quality and innovative response of the building design.
- Whether the development incorporates design measures to maximise rear setbacks from the secluded private open space of adjoining properties in the Neighbourhood and General Residential Zones.
- Whether the siting and design enables provision of an appropriate extent of landscaping.
- The quality of internal amenity of the proposed dwellings.
- The quality of the proposed streetscape design and how the interface of development contributes to creating a high quality pedestrian environment.
- The design and location of pedestrian and vehicular access and egress from the site.
- The extent to which the development minimises the impact of traffic and parking on the road network.

Background documents

Higher Density Residential Building Typologies September 2014

Reservoir Structure Plan, 2012

Residential Built Form Design Guidelines, 2014

45.06
31/07/2018
VC148

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY

Shown on the planning scheme map as **DCPO** with a number.

Purpose

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

To identify areas which require the preparation of a development contributions plan for the purpose of levying contributions for the provision of works, services and facilities before development can commence.

45.06-1
19/01/2006
VC37

Development contributions plan

A permit must not be granted to subdivide land, construct a building or construct or carry out works until a development contributions plan has been incorporated into this scheme.

This does not apply to the construction of a building, the construction or carrying out of works or a subdivision specifically excluded by a schedule to this overlay.

A permit granted must:

- Be consistent with the provisions of the relevant development contributions plan.
- Include any conditions required to give effect to any contributions or levies imposed, conditions or requirements set out in the relevant schedule to this overlay.

45.06-2
19/01/2006
VC37

Preparation of a development contributions plan

The development contributions plan may consist of plans or other documents and may, with the agreement of the planning authority, be prepared and implemented in stages.

The development contributions plan must:

- Specify the area to which the plan applies.
- Set out the works, services and facilities to be funded through the plan, including the staging of the provision of those works, services and facilities.
- Relate the need for the works, services or facilities to the proposed development of land in the area.
- Specify the estimated costs of each of the works, services and facilities.
- Specify the proportion of the total estimated costs of the works, services and facilities which is to be funded by a development infrastructure levy or community infrastructure levy or both.
- Specify the land in the area and the types of development in respect of which a levy is payable and the method for determining the levy payable in respect of any development of land.
- Provide for the procedures for the collection of a development infrastructure levy in respect to any development for which a permit is not required.

The development contributions plan may:

- Exempt certain land or certain types of development from payment of a development infrastructure levy or community infrastructure levy or both.
- Provide for different rates or amounts of levy to be payable in respect of different types of development of land or different parts of the area.

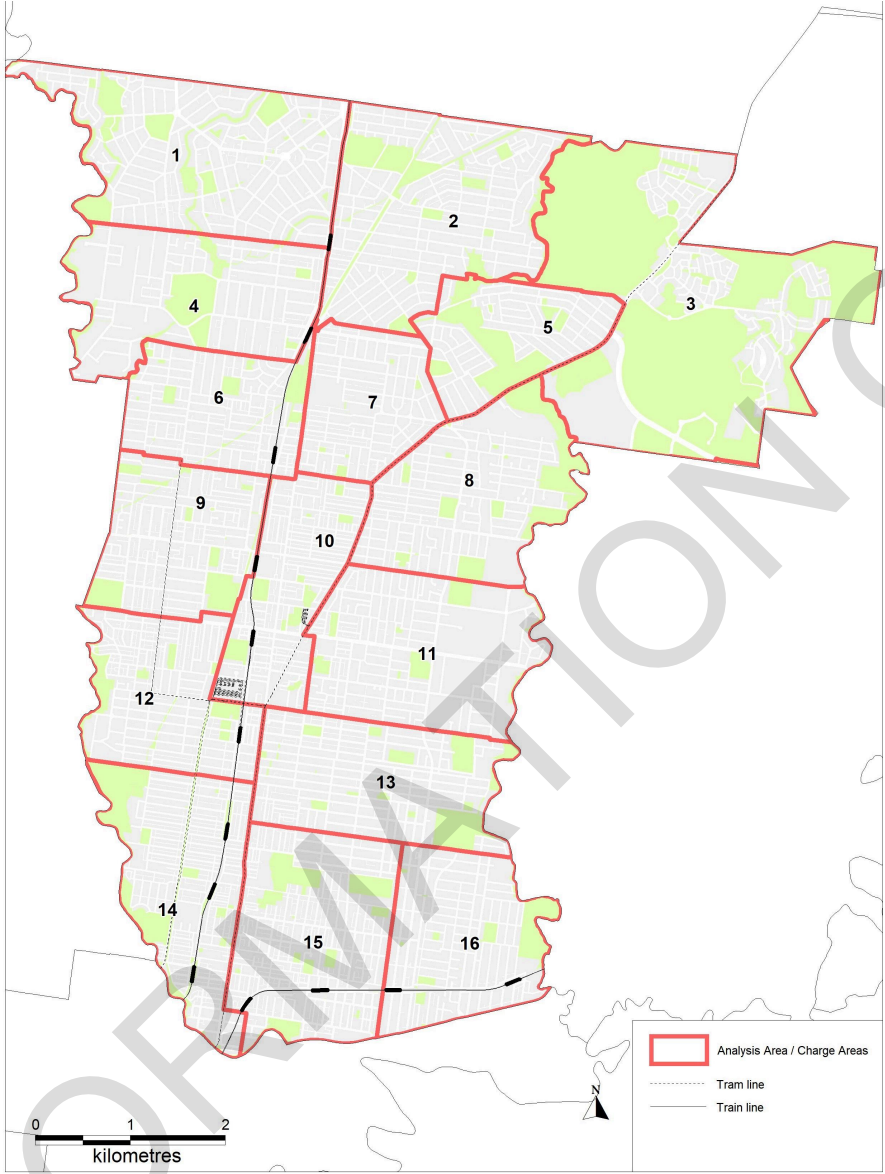
SCHEDULE 1 TO CLAUSE 45.06 DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY

Shown on the planning scheme map as DCPO1.

DAREBIN DEVELOPMENT CONTRIBUTIONS PLAN

Area covered by this development contributions plan

This Development Contributions Plan (DCP) applies to all new development within the 16 Charge Areas as shown below.



Summary of costs

Facility type and code	Total cost \$	Time of provision	Actual cost contribution attributable to development \$	Proportion of cost attributable to development %
Community Facility CFCI	\$94,630,278	2019-2041	\$23,107,394	24.4%
Community Facility CFDI	\$712,000	2019-2041	\$160,265	22.5%

DAREBIN PLANNING SCHEME

Facility type and code	Total cost \$	Time of provision	Actual cost contribution attributable to development \$	Proportion of cost attributable to development %
Path PADI	\$6,481,616	2019-2041	\$1,668,313	25.7%
Road RDDI	\$13,690,697	2019-2041	\$3,132,133	22.9%
TOTAL	\$115,514,591	-	\$28,068,105	24.3%

Notes: This table sets out a summary of the costs prescribed in the Development Contributions Plan. Refer to the incorporated document Darebin Development Contribution Plan (December 2023) for full details.

This Development Contributions Plan is in addition to any other Development Contributions Plan Overlay Schedule(s) applying to the land as shown in the Planning Scheme.

Darebin City Council commits to delivering the Development Contributions Plan projects by December 31 2041, but may deliver projects earlier. It is likely that projects will be progressively delivered over the Development Contributions Plan period.

Darebin City Council is Collecting Agency and Development Agency for this Development Contributions Plan.

3.0
25/01/2023
C170dare

Summary of contributions

AREA		LEVIES PAYABLE BY RESIDENTIAL DEVELOPMENT		
Charge Area Number and Name		Development Infrastructure	Community Infrastructure	All Infrastructure
		Per Dwelling	Per Dwelling	Per Dwelling
Area 01	Reservoir (Merrilands)	\$2	\$625	\$627
Area 02	Reservoir (Cheddar)	\$127	\$714	\$841
Area 03	Bundoora - Macleod	\$247	\$555	\$802
Area 04	Reservoir (Edwardes Lake)	\$10	\$497	\$507
Area 05	Kingsbury	\$149	\$555	\$704
Area 06	Reservoir (Edwardes Lake)	\$23	\$466	\$489
Area 07	Reservoir (Oakhill)	\$0	\$555	\$555
Area 08	Reservoir (Oakhill)	\$12	\$555	\$567
Area 09	Preston (West)	\$114	\$1,082	\$1,196
Area 10	Preston Activity Centre	\$186	\$1,082	\$1,196
Area 11	Preston (East)	\$119	\$1,092	\$1,211
Area 12	Thornbury (West)-Preston (West)	\$252	\$1,082	\$1,334
Area 13	Thornbury (East)	\$237	\$1,092	\$1,329
Area 14	Northcote (West)	\$138	\$1,190	\$1,328

DAREBIN PLANNING SCHEME

AREA		LEVIES PAYABLE BY RESIDENTIAL DEVELOPMENT		
Charge Area Number and Name		Development Infrastructure	Community Infrastructure	All Infrastructure
		Per Dwelling	Per Dwelling	Per Dwelling
Area 15	Northcote (East)	\$209	\$1,190	\$1,399
Area 16	Fairfield-Alphington	\$34	\$1,190	\$1,224

AREA		LEVIES PAYABLE BY NON-RESIDENTIAL DEVELOPMENT		
Charge Area Number and Name		Retail	Commercial	Industrial
		Per Square Metre (SQM) of Floorspace	Per Square Metre (SQM) of Floorspace	Per Square Metre (SQM) of Floorspace
Area 01	Reservoir (Merrilands)	\$0.00	\$0.00	\$0.00
Area 02	Reservoir (Cheddar)	\$4.63	\$1.04	\$1.28
Area 03	Bundoora - Macleod	\$11.09	\$2.05	\$3.11
Area 04	Reservoir (Edwardes Lake)	\$0.11	\$0.17	\$0.02
Area 05	Kingsbury	\$5.94	\$1.24	\$1.65
Area 06	Reservoir (Edwardes Lake)	\$0.28	\$0.42	\$0.04
Area 07	Reservoir (Oakhill)	\$0.00	\$0.00	\$0.00
Area 08	Reservoir (Oakhill)	\$0.17	\$0.25	\$0.02
Area 09	Preston (West)	\$1.52	\$2.28	\$0.23
Area 10	Preston Activity Centre	\$8.79	\$1.83	\$2.45
Area 11	Preston (East)	\$5.88	\$1.09	\$1.65
Area 12	Thornbury (West)-Preston (West)	\$3.36	\$5.05	\$0.50
Area 13	Thornbury (East)	\$10.32	\$2.32	\$2.86
Area 14	Northcote (West)	\$4.55	\$1.96	\$1.17

DAREBIN PLANNING SCHEME

AREA Charge Area Number and Name		LEVIES PAYABLE BY NON-RESIDENTIAL DEVELOPMENT		
		Retail	Commercial	Industrial
		Per Square Metre (SQM) of Floorspace	Per Square Metre (SQM) of Floorspace	Per Square Metre (SQM) of Floorspace
Area 15	Northcote (East)	\$7.23	\$2.58	\$1.91
Area 16	Fairfield-Alphington	\$1.19	\$0.19	\$0.34

Notes: Square metres of floorspace (SQM) refers to gross floor area.

The above listed contribution amounts are current as at 30 June 2019.

Where the Development Contributions Plan provides for a Community Infrastructure Levy of \$1,190, Council will charge the maximum amount which will be determined in accordance with Part 3B of the Planning and Environment Act 1987. Where the Development Contributions Plan provides for a Community Infrastructure Levy of less than \$1,190, that amount will be adjusted on July 1 using the Producer Price Index for Non-Residential Building Construction in Victoria as published by the Australian Bureau of Statistics in accordance with Part 3B of the Planning and Environment Act 1987.

The Development Infrastructure Levy will be adjusted annually on July 1 each year to cover inflation, by applying the Consumer Price Index for Melbourne (All Groups) as published by the Australian Bureau of Statistics. All adjustments will occur and take effect from the date of index publication.

A list showing the current contribution amounts will be held at Council's Planning Department.

Payment of development contributions is to be made in cash. Council, at its discretion, may consider accepting works and / or land in lieu of cash contributions.

Payment of the Development Infrastructure Levy may be required at either Subdivision stage or Planning Permit stage or Building Permit stage or as otherwise agreed by the Collecting Agency as follows:

- *Development Infrastructure Levy at Subdivision stage: Payment of the levy is to be made prior to the issue of a statement of compliance for the approved subdivision; or*
- *Development Infrastructure Levy at Planning Permit stage: Payment of the levy is to be made prior to issue of a building permit; or*
- *Development Infrastructure Levy at Building Permit stage where no planning permit is required: Payment of the levy is to be made prior to issue of a building permit under the Building Act 1993.*

Payment of the Community Infrastructure Levy is to be made prior to issue of a building permit under the Building Act 1993.

The Collecting Agency may, at its discretion, agree for payment of a levy to be deferred to a later date, subject to the applicant entering into an agreement under section 173 of the Planning and Environment Act 1987 to pay the levy at an alternative date.

Land or development excluded from development contributions plan

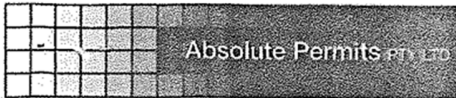
No land or development is exempt from this Development Contributions Plan unless exempt by Legislation or Ministerial Direction or Legal Agreement with Darebin City Council or stated below. The following development is exempt from the development contribution:

- Development of land for a small second dwelling.
- Development of land for a non-government school, as defined in Ministerial Direction on the Preparation and Content of Development Contributions Plans of 11 October 2016.
- Development of land for housing provided by or on behalf of the Department of Health and Human Services, as defined in Ministerial Direction on the Preparation and Content of Development Contributions Plans dated 11 October 2016.
- Social housing delivered by or for registered agencies as defined under the Housing Act 1983.
- The construction of a building or carrying out of works or a subdivision that does not generate a net increase in demand units.

DAREBIN PLANNING SCHEME

- Alterations and additions to an existing dwelling.
- Outbuildings normal to an existing dwelling and fences.
- Demolition of a dwelling followed by construction of a replacement dwelling on the same land. The exemption applies to the number of dwellings demolished and does not apply to any additional dwelling(s).
- Reinstatement of a dwelling which has been unintentionally damaged or destroyed.
- Servicing infrastructure constructed by a utility authority.
- Land with an agreement executed under section 173 of the Planning and Environment Act or other deed of agreement that requires either:
 - The payment of a development contribution levy; or
 - The provision of specified works services or facilities beyond those necessary on or to the land or other land as a result of the grant of any permit; or
 - The payment of any development contributions or the provision of specified works services or facilities required to be provided for public and/or community infrastructure by any other provision of this scheme; or
 - The provision of land for works services or facilities (other than land required to be provided as public open space pursuant to clause 53.01 or section 18 of the Subdivision Act 1988);and explicitly excludes further development contributions to be made.

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Form 2
Building Act 1993
Building Regulations 2018 : Regulation 37(1)
BUILDING PERMIT BSU-20459/1554068070603

ISSUED TO: OWNER P & A Mina & Sons Builders P/L
5 Henty Court
Mill Park 3082

AGENT P & A Mina & Sons Builders P/L
5 Henty Court
Mill Park 3082

ADDRESS FOR SERVING OF NOTICES

Name P & A Mina & Sons Builders P/L 5 Henty Court Mill Park 3082
Ph 0417 142 272 Fax no:

PROPERTY DETAIL 192 Lot 274 Edwardes Street Reservoir 3073

Allotment area m2 1041 Title details TP 477073V Vol 04149 Fol 779

Municipal District: City of Darebin

Builder: Peter Mina 5 Henty Court Mill Park 3082
Ph 0417142272 Ph Fax no:

PRACTITIONERS

Chinh Mai DP-AD32909
Peter Mina DB-U9274
Nikolce Karafilovski EC-60267

FUNCTION AND ENGAGEMENT

Prepared documents only
Engaged in various parts of the building work
Prepared documents only

DETAILS OF ARCHITECT

who were engaged to prepare documents forming part of the application for this permit

Chinh Mai Planning & Design P/L DP-AD32909

DETAILS OF RELEVANT PLANNING PERMIT (if applicable)

Planning Permit No D/832/2018 Planning Permit Date: 2/07/2019

Details of domestic building work insurance (if applicable)

Project estimated value \$1,600,000.00

NATURE OF BUILDING WORK Construction of 9 x Attached Dwellings & Garages

Building details

Storeys contained 2 Version of BCA applicable to Permit 2019
Allowable live load 1.5 New floor area m2 1115 Type of Construction
Effective Height Total Floor Area m2 1115 Classification 1A & 10A

RELEVANT BUILDING SURVEYOR: Peter Rontogiannis

Municipal District: City of Darebin

Date of issue: 19-Mar-2020

Registration No: BSU-20459 Page 1 of 2

NOTE: No alteration to or variation from the stamped Plans and Specifications may be made without written consent of the Building Surveyor. This building approval is granted ONLY in respect of building work to be carried out in accordance with the Building Act 1993 and the Building Regulations 2018. Before building work is commenced additional permits or approvals may need to be obtained under other Acts or other regulations - including the Planning and Environment Act 1987. Domestic builders carrying out domestic building work forming part of this Permit (where contract price for that work > \$16,000) must be covered by an insurance policy as required under Section 135 of the Building Act 1993.

BUILDING PERMIT BSU-20459/1554068070603

Rise in Storeys (for class2-9 building only)

Persons accommodated for 0

STAGES OF WORK PERMITTED As shown on approved plans

OCCUPATION/USE OF A BUILDING An Occupancy Permit is required prior to use or Occupation

COMMENCEMENT AND COMPLETION

This building work must commence by 19/03/2021

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 19/03/2022

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

MANDATORY INSPECTIONS

BLINDING CONCRETE

PAD FOOTINGS

PRE SLAB

SLAB STEEL

FRAME TO WALLS AND ROOF

FINAL AT COMPLETION OF ALL WORK

If applicable, Full Truss details must be provided BEFORE frame construction starts.

Protection work

Protection work Is Not required in relation to the building work proposed in this permit.

PERMIT CONDITIONS

- 1 All Town Planning Permit conditions and endorsed plans are to be strictly complied with.
- 2 This Building Permit does not include any front fences. The owner must obtain approval from the RBS prior to commencement.
- 3 No works (including fences) are permitted to be constructed over the easement. The owner must obtain approval from the RBS prior to commencement.

RELEVANT BUILDING SURVEYOR: Peter Rontogiannis

Municipal District: City of Darebin

Date of issue: 19-Mar-2020

Registration No: BSU-20459 Page 2 of 2

NOTE: No alteration to or variation from the stamped Plans and Specifications may be made without written consent of the Building Surveyor. This building approval is granted ONLY in respect of building work to be carried out in accordance with the Building Act 1993 and the Building Regulations 2018. Before building work is commenced additional permits or approvals may need to be obtained under other Acts or other regulations - including the Planning and Environment Act 1987. Domestic builders carrying out domestic building work forming part of this Permit (where contract price for that work > \$16,000) must be covered by an insurance policy as required under Section 135 of the Building Act 1993.

Application Number: 20205822

FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018
OCCUPANCY PERMIT

This occupancy permit must be displayed in the following approved location: Not Required

Property Details

Number: 7 / 192	Street/Road: Edwardes Street	Suburb: Reservoir	Postcode: 3073
Lot/s: 274	LP/PS: 477073V	Volume: 04149	Folio: 779
Crown: allotment	Section: No	Parish:	County:
Municipal District: City of Darebin			

Building permit details

Building permit number: **BSU20459/1554068070603**

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

Building Details

Part of building to which permit applies:	Permitted use:	BCA Class of building:	Maximum permissible floor live load:	Maximum number of people to be accommodated:
9 x Attached Dwellings & Garages	Residential	1A & 10A	1.5	0

Storeys contained: **2**

Effective height:

Rise in storeys (for Class 2-9 buildings):

Type of construction:

Inspection Approval dates for mandatory inspections that have been carried out are as follows:

Inspection type	Approved date
PAD FOOTINGS	17/05/2020
PRE SLAB / BLINDING (U1 - 4)	17/05/2020
SLAB STEEL (U1 - 4)	19/05/2020
PRE SLAB / BLINDING (U5 - 9)	1/06/2020
SLAB STEEL (U5 - 9)	4/06/2020
FRAME TO WALLS AND ROOF	5/10/2020
FINAL AT COMPLETION OF ALL WORK	8/05/2021

Suitability for occupation

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

Relevant building surveyor

Name: **Peter Rontogiannis**
Address: **120 Northgate Drive, Thomastown VIC 3074**
Email: **peter@absolutepermits.com.au**
Building practitioner
registration no.: **BSU20459**
Municipal district name: **City of Darebin**
Occupancy Permit no. **BSU20459/1554068070603**
Date of issue: **12 May 2021**
Date of final inspection **8 May 2021**
Signature:



INFORMATION ONLY

Domestic Building Insurance

Certificate of Insurance

P & A MINA & SONS BUILDERS PTY LTD
5 HENTY COURT
MILL PARK
VIC 3082

Policy Number:
C505096

Policy Inception Date:
07/04/2020

Builder Account Number:
004572

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work: **C03: New Multi-Dwelling Construction**
At the property: **Unit 7 192 Edwardes St RESERVOIR VIC 3073 Australia**
Carried out by the builder: **P & A MINA & SONS BUILDERS PTY LTD**
Builder ACN: **054661335**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **P & A MINA & SONS BUILDERS PTY LTD**
Pursuant to a domestic building contract dated: **26/02/2020**
For the contract price of: **\$ 198,000.00**
Type of Cover: **Cover is only provided if P & A MINA & SONS BUILDERS PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***
The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***
The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

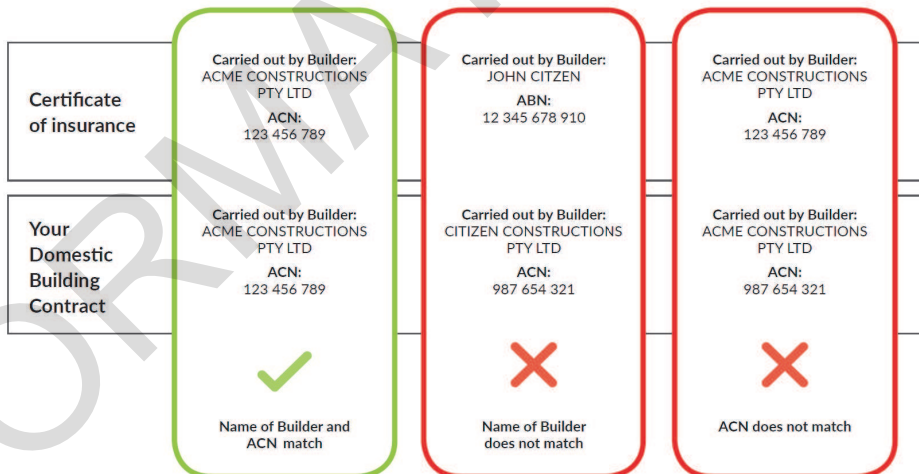
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$880.00
GST:	\$88.00
Stamp Duty:	\$96.80
Total:	\$1,064.80

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some example of what to look for





Permit No: D/459/2020
Planning Scheme: Darebin Planning Scheme
Responsible Authority: City of Darebin

ADDRESS OF THE LAND: 192 Edwardes Street RESERVOIR VIC 3073

THE PERMIT ALLOWS: Nine (9) Lot Subdivision generally in accordance with the endorsed plan

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Before the Plan of Subdivision is certified under the Subdivision Act 1988, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of this Permit. The plans must be drawn to scale with dimensions and must be generally in accordance with the plans submitted with the application (identified as Plan of Subdivision PS 830348D Version B, prepared by Calvin Raven Pty Ltd but modified to show:
 - a) Lot areas removed (where boundaries are defined by a building feature).
 - b) Building footprints removed.

2. The subdivision as shown on the endorsed plans (including the size, layout and location of the lots and any roads, common property, easements and the staging of the subdivision) must not be altered without the prior written consent of the Responsible Authority.

3. This Permit will expire if:
 - (a) The plan of subdivision is not certified within three (3) years of the date of this Permit; or
 - (b) The registration of the subdivision is not completed within five (5) years from the date of certification.

The Responsible Authority may extend the times referred to if a request is made in writing before this Permit expires or within six (6) months afterwards.

4. Before the statement of compliance is issued under the Subdivision Act 1988, the owner of the land must pay to the Responsible Authority a sum equivalent to 5% of the site value of all the land in the subdivision as a contribution for public open space in accordance with Clause 53.01 of the Darebin Planning Scheme. The site value of the land will be calculated in accordance with s 19 of the Subdivision Act 1988.

5. The land must be drained to the satisfaction of the Responsible Authority.

Telecommunications conditions:

6. The owner of the land must enter into an agreement with:
 - a) a telecommunications network or service provider for the provision of telecommunications services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
 - b) a suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or

Date Issued _____ **Signature for the Responsible Authority** _____



Permit No: D/459/2020
Planning Scheme: Darebin Planning Scheme
Responsible Authority: City of Darebin

ADDRESS OF THE LAND: 192 Edwardes Street RESERVOIR VIC 3073

THE PERMIT ALLOWS: Nine (9) Lot Subdivision generally in accordance with the endorsed plan

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network (NBN) will not be provided by optical fibre.

7. Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:
 - a) a telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
 - b) a suitably qualified person that fibre ready telecommunications facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

Yarra Valley Water conditions:

Water:

8. The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of water services.

Sewerage:

9. The owner of the land must enter into an agreement with Yarra Valley Water for the provision of sewerage services.

Notations:

(These notes are provided for information only and do not constitute part of this permit or conditions of this permit)

- Any failure to comply with the conditions of this planning permit may result in the issue of an Enforcement Order against some or all persons having an interest in the site. Non-compliance may result in legal action or the cancellation of this permit by the Victorian Civil and Administrative Tribunal.
- Nothing in the grant of this permit should be construed as granting any permission other than planning permission for the purpose described. It is the duty of the permit holder to be acquainted with and comply with all other relevant legal obligations (including any obligation in relation to restrictive covenants and easements affecting the site) and to obtain other permits, consents or approvals.

Date Issued _____ **Signature for the Responsible Authority** _____



PLANNING PERMIT

This page forms part of Planning Permit - D/459/2020
192 Edwardes Street RESERVOIR VIC 3073

IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit.

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

WHEN DOES A PERMIT BEGIN?

A permit operates:

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

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if-
 - the development or any stage of it does not start within the time specified in the permit, or
 - the development requires the certification of a plan of subdivision or consolidation under the *Subdivision Act 1988* and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision, or
 - the development or any stage is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the *Subdivision Act 1988*.
2. A permit for the use of the land expires if –
 - the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit, or
 - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if –
 - the development or any stage of it does not start within the time specified in the permit, or the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit, or
 - the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development, or the use is discontinued for a period of two years
4. If a permit for the use of the land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the *Planning and Environment Act 1987*, or to any combination of use, development or any of those circumstances requires the certification of a plan under the *Subdivision Act 1988*, unless the permit contains a different provision –
 - the use or development of any stage is to be taken to have started when the plan is certified, and
 - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything does under that permit before the expiry

WHAT ABOUT APPEALS?

- The person who applied for the permit may appeal against any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal where, in which case no right of appeal exists.
- An appeal must be lodged within 60 days after the permit was issued, unless a Notice Of Decision to grant a permit has been issued previously, in which case the appeal must be lodged within 60 days after the giving of that notice.
- An appeal is lodged with the Victorian Civil and Administrative Tribunal.
- An appeal must be made on a Notice of Appeal form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An appeal must state the grounds upon which it is based.
- Any appeal must also be served on the Responsible Authority.
- Details about appeals and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

Certificate Number: 1031/2025
Darebin Reference Number: 84866.3

Landata Counter Services
GPO BOX 527
MELBOURNE VIC 3001

**LAND INFORMATION CERTIFICATE
SECTION 229 LOCAL GOVERNMENT ACT 1989**

Date of Issue	06-Aug-2025
Assessment Number	84866.3
Applicant Reference	77671502-017-5:117120
Certificate Number	1031/2025
Property Location	2F Best Street RESERVOIR VIC 3073
Property Description	CT-12301/120 LOT 7 PS 830348 AVPCC -121.4 - Townhouse

This Certificate provides information regarding valuations, rates, charges, other moneys owing, and any orders or notices made under the Local Government Act, 1958, Local Government Act 1989 or under a Local Law or by law of the Council and specified flood level by the Council (if any).

This Certificate is not required to include information regarding planning, building, health, land fill, landslips, other flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

The level of value date is 1-Jan-2025 and the date of operation of the valuation for this property is 01-July-2025.

Site Value	\$120,000
Capital Improved Value	\$610,000
Net Annual Value	\$30,500

Certificate Number: 1031/2025
Darebin Reference Number: 84866.3

Rates and charges levied for the period 01/07/2025 - 30/06/2026

Council uses Capital Improved Value for rating purposes at the following rate in the \$:

Residential	0.00181084	Residential Vacant Land	0.00543252
Business	0.00316897	Business Vacant Land	0.00724336
Vacant Retail Land	0.00724336	Mixed Use Land	0.00253517

Arrears to 30-Jun-2025	\$0.00
Arrears of Legal Fees	\$0.00
General Rates	\$1,104.60
Emergency Services Volunteers Fund	\$241.55
Environmental Charge	\$393.20
Interest on Current Rates to Date	\$0.00
Interest on Arrears to Date	\$0.00
Legal Costs	\$0.00
Lees State Government Pension Rebate	\$0.00
Less Council Concession	\$0.00
Less FSPL Rebate	\$0.00
Less Payments	\$0.00
Rates and Charges due:	\$1,739.35
Special Rates and Charges due:	\$0.00
Total due for property: 2F Best Street RESERVOIR VIC 3073	\$1,739.35

Pay settlements by:

- BPAY quoting Biller Code: **7831** and reference number **0848663**
To pay \$1,739.35
- Council's website by Visa or MasterCard visiting darebin.vic.gov.au
Reference number 848663 to pay \$1,739.35

To obtain a Land Information Certificate update please telephone 03 8470 8880 or email revenue@darebin.vic.gov.au with your certificate number and the property address.

Certificate Number: 1031/2025
Darebin Reference Number: 84866.3

General Information

Interest is charged on payments received after the due dates at a rate of 10% p.a. as set by the *Penalty Interest Rates Act 1983*.

Notice of Acquisitions should be sent to revenue@darebin.vic.gov.au

There are no Monies Owed Under Section 227 Of the *Local Government Act 1989*.

Confirmation of any variation to this certificate will only be given for 90 days after issue date. Payments made by cheque are subject to clearance from the bank.

Information in relation to any designated flood level may be obtained from Yarra Valley Water on Telephone number free call 1800 622 935.

Directions to clear properties under Darebin City Council General Local Law 2007, Part Two, Section 17, may be issued to owners of properties within the Municipality at all times throughout the year. Although there may be no charge shown on this Certificate, it is possible that a property related charge will exist by the settlement date.

This property may not be eligible to receive a Parking Permit for on street parking. Darebin Council introduced a Policy to manage on-street parking that came into effect on 20 December 2004. For properties developed before 2004, the number of permits a property is eligible for varies. Most new developments since then are NOT eligible for parking permits and would need to park on their property, and/or in line with any on-street parking restrictions.

The Policy is subject to Council review from time to time, and Council advises property purchasers to check the Policy. For further information please contact Customer Service on (03) 8470 8888 or visit www.darebin.vic.gov.au to view a copy of Council's Policy.

DISCLAIMER: Council will not be held liable for any verbal advice/update given in relation to this certificate or the property or properties to which this certificate relates.

It is recommended that applicants re-apply to ascertain correct amounts. Legal Charges are subject to variation as Council's Solicitors may advise our office of additional costs after a certificate has been issued.

Vendor Conveyancer note: If the vendor makes a payment after final figures are issued and puts the property in credit, it will be up to the vendor to contact Council to request a refund, this must be done prior to the end of that financial period as any credits from 1 July will be applied against the new year rates and become non-refundable.

Revenue Services
274 Gower Street, Preston Victoria 3072
Postal Address:
PO Box 91, Preston Victoria 3072



Certificate Number: 1031/2025
Darebin Reference Number: 84866.3

IMPORTANT INFORMATION RELATING TO THIS PROPERTY

I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies, and interest payable to Darebin City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

Received the sum of \$30.60 being the fee for this certificate.

A handwritten signature in black ink, appearing to read "Yvonne Condello".

Yvonne Condello
REVENUE SERVICES COORDINATOR

INFORMATION ONLY

6th August 2025

MLZ Conveyancing C/- Triconvey2 (Reseller) C/- LAN
LANDATA

Dear MLZ Conveyancing C/- Triconvey2 (Reseller) C/- LAN,

RE: Application for Water Information Statement

Property Address:	2F BEST STREET RESERVOIR 3073
Applicant	MLZ Conveyancing C/- Triconvey2 (Reseller) C/- LAN LANDATA
Information Statement	30961990
Conveyancing Account Number	7959580000
Your Reference	875955

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
- 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,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	2F BEST STREET RESERVOIR 3073
------------------	-------------------------------

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.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

YVW has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement. This consent binds the owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection opening.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

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.

Melbourne Water Property Information Statement

Property Address	2F BEST STREET RESERVOIR 3073
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STATEMENT UNDER SECTION 158 WATER ACT 1989

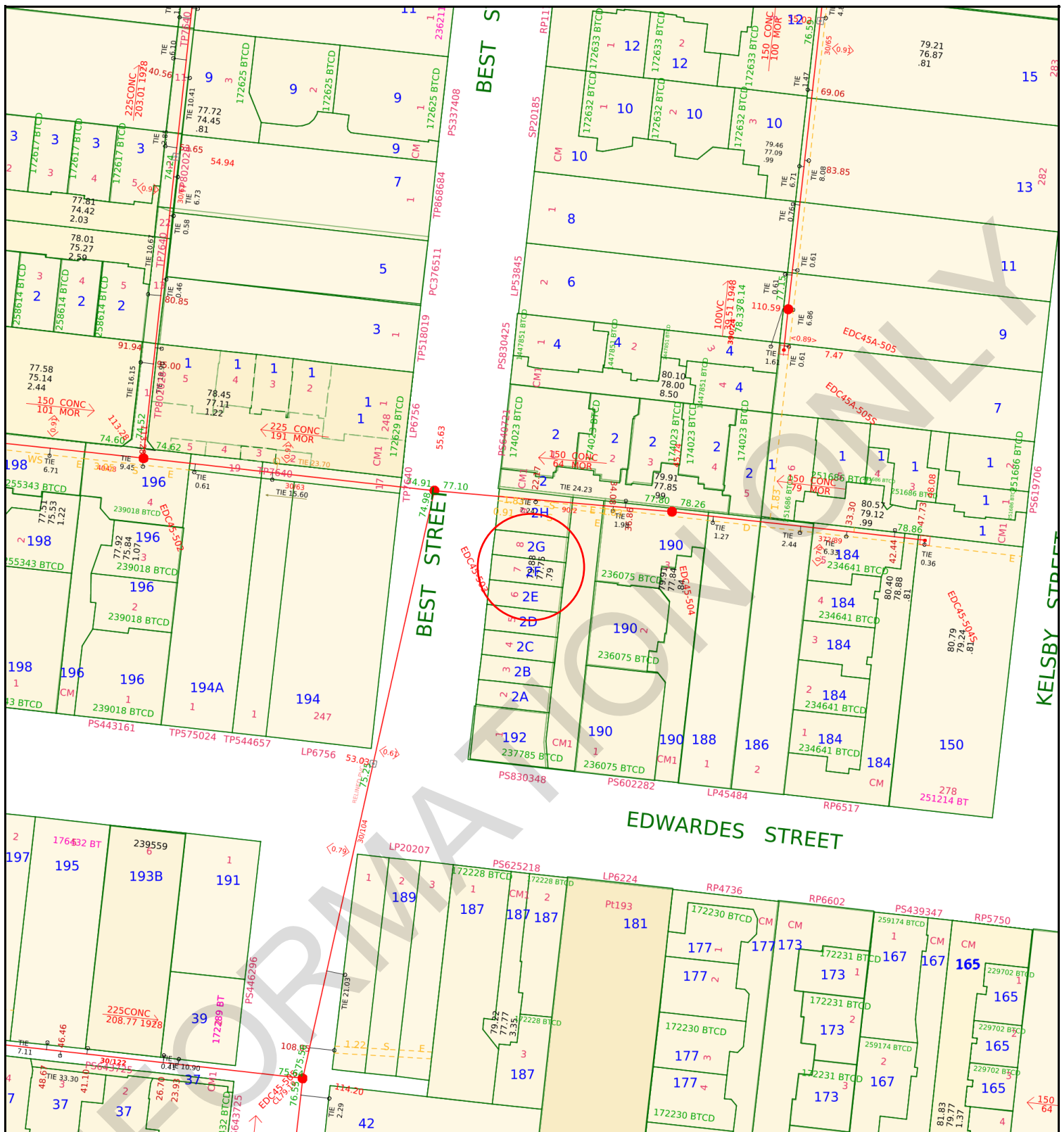
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

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: 30961990**

Address	2F BEST STREET RESERVOIR 3073
Date	06/08/2025
Scale	1:1000



Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer	Sewer Branch			

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;

MLZ Conveyancing C/- Triconvey2 (Reseller) C/- LAN
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 2334101065
Rate Certificate No: 30961990

Date of Issue: 06/08/2025
Your Ref: 875955

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
2F BEST ST, RESERVOIR VIC 3073	7\PS830348	5229098	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2025 to 30-09-2025	\$21.26	\$21.26
Residential Water and Sewer Usage Charge <i>Step 1 – 39.160000kL x \$3.43420000 = \$134.48</i> <i>Step 2 – 30.840000kL x \$4.50590000 = \$138.96</i> Estimated Average Daily Usage \$3.07	08-03-2025 to 05-06-2025	\$273.44	\$0.00
Residential Sewer Service Charge	01-07-2025 to 30-09-2025	\$122.58	\$122.58
Parks Fee	01-07-2025 to 30-09-2025	\$22.63	\$22.63
Drainage Fee	01-07-2025 to 30-09-2025	\$31.51	\$31.51
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		\$197.98



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- 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.
- 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 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 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.

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: 5229098

Address: 2F BEST ST, RESERVOIR VIC 3073

Water Information Statement Number: 30961990

HOW TO PAY



Bill Code: 314567
Ref: 23341010655

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



INFOTRACK / MLZ CONVEYANCING

Your Reference:	25/0025 - IRWIN / HAZELWOO
Certificate No:	92607206
Issue Date:	06 AUG 2025
Enquiries:	ESYSPROD

Land Address: 2F BEST STREET RESERVOIR VIC 3073

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48332304	7	830348	12301	120	\$0.00

Vendor: BRONWYN HAZELWOOD & MARK IRWIN

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR MARK BENJAMIN IRWIN	2025	\$135,000	\$0.00	\$0.00


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

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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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):	\$610,000
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SITE VALUE (SV):	\$135,000
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CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00
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Notes to Certificate - Land Tax

Certificate No: 92607206

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 = \$975.00

Taxable Value = \$135,000

Calculated as \$975 plus (\$135,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,100.00

Taxable Value = \$610,000

Calculated as \$610,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 92607206

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: 92607206

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 / MLZ CONVEYANCING

Your Reference:	25/0025 - Irwin / Hazelwood -
Certificate No:	92607206
Issue Date:	06 AUG 2025
Enquires:	ESYSPROD

Land Address: 2F BEST STREET RESERVOIR VIC 3073

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48332304	7	830348	12301	120	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
121.4	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:	\$610,000
SITE VALUE:	\$135,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92607206

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 / MLZ CONVEYANCING

Your 25/0025 - IRWIN /

Reference: HAZELWOOD -

Certificate No: 92607206

Issue Date: 06 AUG 2025

Land Address: 2F BEST STREET RESERVOIR VIC 3073

Lot	Plan	Volume	Folio
7	830348	12301	120

Vendor: BRONWYN HAZELWOOD & MARK IRWIN

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.

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 92607206

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: 92607209

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: 92607209

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.

Owners Corporation Certificate

Section 151 Owners Corporations Act 2006, Owners Corporations Regulations 2018 Regulation 16

Property: 2F Best Street RESERVOIR

This certificate is issued for Lot 7 on Plan No. 830348

IMPORTANT: The information in this certificate is issued on **08/08/2025**. We will provide an update in writing to the levy paid-to-date without additional charges. The request must be sent to info@resibc.com.au. A new certificate is recommended prior to settlement.

1. The present fees for the above Lot are \$1,626.00 per annum for the Administrative Fund, payable Quarterly in advance. The financial year for the property is (01/04/2025 - 31/03/2026). The next Quarterly levy of \$415.00 is due on 01/10/2025.
2. **The fees are paid up until:**
30/09/2025
3. **Unpaid fees and levies presently total:**
\$0.00 plus penalty interest of \$0.00
4. **No special fees or levies have been struck except:**
A special levy may be struck at the next Annual General Meeting if the Owners Corporation has a budget deficit this financial year.
5. **The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges are:**
None known to the Manager as at the date of the certificate
6. **The Owners Corporation has the following insurance cover:**
Name of Insurer: CHU
Policy No: HU0006083381
Type of Policy: Building/Common Property
Expiry date: 13/05/2026
Building/Common Property: \$4,010,000.00
Public Liability: \$20,000,000.00
Office Bearers: \$100,000.00
7. **Has the Owners Corporation resolved that the members may arrange their own insurance under Section 61A of the Act?**
No
8. **The total funds held by the owners corporation as at 08/08/2025 is:**
Administrative Fund = \$6,865.03
9. **Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies, repairs and maintenance as set out in 1-5?**
None known to the Manager as at the date of the certificate
10. **Are there any current contracts, leases, licences or agreements affecting the common property?**
Owners Corporation Management - Resi Body Corporate

11. Are there any agreements to provide services to lot owners, occupiers or the public?

None known to the Manager as at the date of the certificate

12. Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied?

None known to the Manager as at the date of the certificate

13. Is the Owners Corporation party to any legal proceedings or aware of any circumstances that may give rise to proceedings:

None known to the Manager as at the date of the certificate other than legal proceedings for the purpose of recovering arrears from lot owners

14. The Owners Corporation has resolved to appoint a manager:

Resi Body Corporate
Suite 2046, 44 Lakeview Drive
Scoresby VIC 3179

15. The Owners Corporation is not aware of an application or a proposal for the appointment of an administrator.

NOTE: Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register, subject to the provisions of the Owners Corporation Act 2006. Please make your request in writing to the Owners Corporation Manager noted above.

This certificate is issued on the following basis:

1. Information contained in this certificate is correct to the best of our knowledge at the date of issue.
2. This information is subject to change without notice.
3. Please be advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.
4. Signed in the capacity of Manager pursuant to an instrument of delegation made by the Owners Corporation. No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the Manager.

Date of issue: 08/08/2025

Alex Mirt

Alex Mirt on behalf of the Owners Corporation

Suite 2046, 44 Lakeview Drive, Scoresby VIC 3179
Phone: 03 9017 5395
info@resibc.com.au



**Owners Corporations Regulations 2018
SCHEDULE 3**

Form 2

Owners Corporations Regulations 2018 Reg. 17

**STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE
PURCHASERS AND LOT OWNERS**

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. When purchasing a lot that is part of an owners corporation, buyers automatically become members of the owners corporation. If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

Management of an owners corporation.

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION
OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS
CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.

MODEL RULES FOR AN OWNERS CORPORATION

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

- (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
- (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of the fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub committee without reference to the owners corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
- (b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example:

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the Owners Corporations Act 2006.

(8) This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

INFORMATION ONLY

192 EDWARDS STREET RESERVOIR VIC 3073
Owners Corporation Plan No. 830348

Interim Minutes of the Annual General Meeting

Venue: via Teleconference (Zoom)
Date: Thursday 15 May 2025 at 5:30PM

Present	Lot
V Wei	5
M Irwin	7
C Andrew	9
Apologies	
R Real & P Callanan	2
E Scott	3

Guests
E Pedler, Resi Body Corporate

Chairperson
It was resolved to appoint E Pedler to act as the chairperson of the meeting.

Minutes of previous annual general meeting
It was resolved that the minutes of the annual general meeting held on 15 May 2024 as presented to the meeting be confirmed as a true and accurate account of the proceedings at that meeting.

Financial statements
It was resolved to approve and adopt the statement of financial performance for the year ended 31 March 2025 and the statement of financial position as at 31 March 2025.

Fees to cover general administration and maintenance
It was resolved that pursuant to section 23 of the Owners Corporations Act 2006, an amount of \$14,633 including GST, if applicable, be raised to meet the anticipated expenses of the owners corporation for the financial year ending on 31 March 2026. This fund is to remain in force until the next annual general meeting.

Fees
The fees per unit for the quarter commencing 1st January, April, July and October.

Please see attached Schedule of Fees.

It was resolved that pursuant to section 31 of the Owners Corporations Act 2006 the manager will issue fee notices in the approved form and that the date of notice will be the production date of that notice.

Late payment of administration fund and levies
It was resolved that all charges and levies are payable within 28 days of the date of notice.

It was further resolved that the owners corporation will, pursuant to section 29 of the Owners Corporations Act 2006, apply interest to the amounts owing by a member after the due date at the rate fixed from time to time under the Penalty Interest Rates Act 1983. The current penalty interest rate is 10.00% p.a. which is calculated daily.

It was further resolved that the costs incurred by the owners corporation in recovering fees and levies due under Section 32 of the Owners Corporations Act 2006, will be fully recoverable from the indebted lot owner.

This includes administrative fees charged to the owners corporation by the manager and all legal fees incurred as a result of the failure to pay levies, fees and charges due.

It was resolved that any owners owing more than \$700 in arrears will be taken to VCAT if payment hasn't been made 28 days after the final fee notice is issued.

Arrears as at date of meeting

The manager advised the meeting that there are no owners in arrears as at the date of this meeting.

Office bearers

It was resolved that a committee of 3 members be appointed until the next annual general meeting. The following were declared duly elected as members of the committee of the owners corporation:

<u>Name</u>	<u>Lot</u>
M Stella	6
M Irwin	7
C Rainbird	9

Delegation to the committee

It was resolved that the owners corporation delegates by these minutes to the committee of the owners corporation all the powers it may properly delegate pursuant to the provisions of section 11 of the Owners Corporations Act 2006 except the removal of a manager under Part 6 of the Owners Corporations Act 2006.

Delegation to the manager

It was resolved that pursuant to section 11 of the Owners Corporations Act 2006, the owners corporation delegate powers and functions to the manager as set out in these minutes and the management agreement.

It was further resolved to appoint Resi Body Corporate as the manager of Owners Corporation No.830348 as per the management agreement.

It is noted that Atlas Partners Pty Ltd trading as Resi Body Corporate Management holds professional indemnity cover of \$5,000,000.

Insurance

It was resolved that the manager will provide comparative quotations for insurance cover to committee members prior to renewal. Should the committee not respond prior to the due date for renewal, the manager has a standing direction to place cover with the insurer as recommended by the broker or insurer.

Insurer:	CHU	
Building	\$ 4,010,000	Standard excess \$ 1,000
Public liability	\$ 20,000,000	
Office bearers' liability	\$ 100,000	

Members were reminded that owners corporation insurance **does not** cover contents, owners' chattels, including carpets, inside the units. Each owner should have contents insurance which includes personal public liability. Landlords are advised to have landlord's contents cover.

Any excess applicable to a claim is paid by the party making the claim. If the claim is for damage to common property, the owners corporation will pay the excess. Where the claim is for damage to a member's lot, the excess will be paid by the member making the claim.

Damage to common property

It was resolved that the owners corporation may levy a lot owner a fee to cover the cost of damage to common property caused by a lot owner, a lot owner's lessee, or a guest or contractor of the lot owner or lot owner's lessee where the damage isn't covered by insurance or the cost of the damage is less than the excess amount payable on an insurance claim in relation to the damage.

OH&S

The manager reminded members that compliance with the occupational health & safety regulations is an ongoing obligation. Members should regularly monitor the property and advise the manager of any new issues that may arise. It was resolved not to proceed with an OH&S audit.

GENERAL BUSINESS

As there was no further business to discuss, the meeting concluded at 6:05PM.

OWNERS CORPORATION PLAN NO. 830348

Elise Pedler
Owners Corporation Manager

M 0447 218 519
E elisep@resibc.com.au

19 May 2025

Owners Corporation Plan No. 830348

Fee Schedule

<u>Lot No</u>	<u>01/04/25 to 30/06/25</u>	<u>01/07/25 to 30/09/25</u> <u>01/10/25 to 31/12/25</u> <u>01/01/26 to 31/03/26</u>	<u>01/04/26 to 30/06/26</u>
1 - 9	\$381	\$415	\$406
TOTAL	\$3,429	\$3,735	\$3,658

Notice pursuant to Section 78 of the Owners Corporations Act 2006

As the general meeting did not have a quorum, section 78 of the *Owners Corporations Act 2006* determines that the resolutions passed at that meeting are interim resolutions and take effect in accordance with that section. We set out subsections (78(1) to 78(4) inclusive and draw your attention to section 78(4).

- (1) *Subject to subsection (4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.*
- (2) *Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot owners within 14 days of the meeting.*
- (3) *The minutes must be accompanied by a notice setting out the effect of subsection (4).*
- (4) *Interim resolutions become resolutions of the owners corporation—*
 - (a) *subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or*
 - (b) *if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or*
 - (c) *if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.*

Note

The effect of subsection (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.

INFORMATION ONLY

Residential Strata Insurance

Certificate of Currency

Policy Number: HU0006083381



Certificate Date

08 May, 2025

Insurer

QBE Insurance (Australia) Limited

ABN: 78 003 191 035

AFSL: 239545

Important Information

This certificate confirms that from the certificate date noted above, a Policy existed for the sums insured shown.

It is not intended to amend, extend, replace or override the Policy terms and conditions. This certificate is issued as a matter of information only and confers no rights on the certificate holder.

Period of Cover

13/05/2025 to 13/05/2026 at 4pm

Insured

Owners Corporation Plan No. PS 830348

Interested Parties

None

Situation

192 Edwardes Street, RESERVOIR, VIC, 3073

Cover

Insured Property

	Insured
Building	\$4,010,000
Common Area Contents	\$40,100
Loss of Rent & Temporary Accommodation (total payable)	\$601,500
Floating Floorboards	Selected

Liability to Others

	Insured
Limit of Liability	\$20,000,000

Fidelity Guarantee

	Insured
Sum Insured	\$100,000

Voluntary Workers

	Insured
Death	\$200,000
Total Disablement (per week)	\$2,000

Office Bearers Legal Liability

	Insured
Limit of Liability	\$100,000

Machinery Breakdown

	Not Insured
--	-------------

Catastrophe Insurance

	Insured
Catastrophe Sum Insured	\$601,500
Extended cover - Loss of Rent & Temporary Accommodation	\$90,225

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070), AFSL 243261) on behalf of the insurers: QBE insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Residential Strata Insurance Certificate of Currency

Policy Number: HU0006083381



Escalation in Cost of Temporary Accommodation	\$30,075
Cost of Removal, Storage and Evacuation	\$30,075
Government Audit and Related Covers	Insured
Government Audit Costs	\$25,000
Appeal expenses - common property health & safety breaches	\$100,000
Legal Defence Expenses	\$50,000
Lot Owners Fixtures and Improvements (per lot)	Insured
Lot Owners' Fixtures and Improvements (per lot)	\$250,000
Flood Cover	Insured

INFORMATION ONLY

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070), AFSL 243261) on behalf of the insurers: QBE insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Just Inspections

Building Inspection Service

Address 72 York St, South Melbourne VIC 3205,
Australia

Phone 1300 558 119

Email admin@justinspections.com.au

Website <https://www.justinspections.com.au>

ABN 23687620631



REPORT ON DOMESTIC BUILDING WORK

SECTION 137B OF THE BUILDING ACT 1993 (OWNER BUILDER CONSTRUCTION)

Report Details

Report Date	04 Aug 2025
Structure At	2F Best St, Reservoir VIC 3073, Australia
Document Prepared By	Reza Montazer
Licence Number	IN-U 100002 Registered Building Practitioner: Building Inspector - Unlimited

Client Details

Contact	Bronwyn Hazelwood Mark Irwin
Address	2F Best St, Reservoir VIC 3073, Australia
Contact Phone	0401060434

Weather Details

Partly cloudy

Temperature (Low / High)	6.4°C / 16.2°C
Humidity	67%
Wind Speed	16.93km/h
Wind Direction	NE

INFORMATION ONLY

1 Inspection Details

Construction

Main Building Floor Construction

Slab-on-ground

Floor Material(s)

Timber

Pier Material(s)

-

Fixed Appliances

-

Services & Utilities

- Electricity
- Gas (natural)
- Sewerage
- Storm water drainage
- Water (mains)

Site Details

Site Description

Domestic building site with private dwelling

Site Slope

Flat

Paving

Adequate

Trees

-

(As a general rule trees should be no closer to a building than their mature height).

Areas Inaccessible at Time of Inspection

Stored personal items

Condition & Status of Incomplete Works

Skirting board, corner trim and painting to be completed on the garage side

List of Defects

-

General Notes

-

Disclaimer

We have only inspected areas as instructed by the client. Any defects listed in the Owner Builder Report we recommend engaging a licensed tradesman eg carpenter, plumber, electrician, etc to provide further advice. The report is not a warranty against problems developing with the building in the present or near

Wall Material(s)

Brick veneer

Roof Material(s)

Coloured metal sheeting

Smoke Alarm

In place

Site Location

East side of the street

Site Drainage

Adequate

Boundary Fence

Adequate

future. The Owner-Builder states that no secondhand materials have been used in the project(s).

INFORMATION ONLY

2 Detail Report: Internal

Inspected Area Garage (attached)

Floor Pre-existing. Not included in this report.

Walls There are no defects visible or evident in the walls

Ceiling Pre-existing. Not included in this report

Photos of Inspected Area



A wall partition has been added to an existing garage to create a small studio.



3 Conditions, Assumptions & Limitations

- This Report has been prepared and is provided pursuant to the provisions of Section 137B of the Building Act 1993 and in accordance with the special Government Gazette dated May 14, 1996. The Report is valid for a period of six (6) months from the date of the Report.
- This Report covers only building works carried out by the nominated Owner-Builder. Pre-existing works, or works carried out by others, is specifically excluded.
- The inspection of the property is a special purpose property inspection carried out in accordance with the recommendations for, and the limitations of, a visual inspection of residential buildings set out Australian Standards – AS 4349.1 – 2007 Inspection of Buildings Part 1: Property inspections – Residential buildings (hereafter referred to as “AS 4349.1”) except to the extent specifically varied herein.
- The report of the inspection of the property is a special purpose property report prepared in accordance with the recommendations and limitations and conditions set out in AS 4349.1 except to the extent specifically varied herein. It is not a guarantee that works are free from latent of other defects.
- The inspection is a not a standard property inspection within the meaning of Section 2 of AS 4349.1.
- In the event that the client has requested a verbal report of the inspection from Just Inspections its servants or agents prior to being provided with the written report such verbal report is only provided as a summary or an extract of the final written report and such verbal report is not to be relied upon in isolation from, or in lieu of, the final written report.
- Only those parts of the residential building to which reasonable access (as defined in AS 4349.1) is allowed or permitted have been inspected.
- The Report is prepared from and based on a visual inspection only of such parts of the building(s) to which Just Inspections its servants or agents had reasonable and safe access, without moving or removing anything.
- No inspection of woodwork on parts of the structure which are covered, unexposed or inaccessible has been undertaken and therefore this report cannot be relied upon as an assessment that such part of the structure is free from defect.
- Normal or expected construction practices and building techniques that are considered typical of buildings of the age and design of the building have been assumed in the inspection and preparation of the report.
- No assessment has been made of any existing or future impact on the footings or foundations of the building or on the fabric or serviceability of the building works caused by site or ground drainage, trees or any other ground movement caused by swelling, shrinkage or other causes that may include settlement or movement of non-structural or filled ground.
- No assessment has been made of the site or soil, including landslip, or foundation upon which the building, works and or footings and associated building works have been constructed.
- No assessment has been made of any dampness in the building(s) as may have resulted from rising damp, stormwater infiltration or other causes or the likelihood of such dampness occurring other than that revealed by reasonable visual inspection.
- No assessment has been made as to the presence or otherwise of asbestos or other mineral fibre or any other toxic or other potentially harmful materials in the building or in any landfill.

4 Conditions, Assumptions & Limitations (Continued)

- Just Inspections, its servants and agents do not profess to have expertise in pest infestation (including termites and other timber pests). No assessment of pest infestation, or the potential of pest infestation, has been carried out. Nothing in this report should be relied upon as an assessment that the building is either subject to or free from pest infestation, or susceptible to or not susceptible to pest infestation. Just Inspections strongly recommend a specialist pest investigation be carried out.
- No assessment of electrical installations, smoke detectors, residual current devices, plumbing, drainage, gas fitting, air-conditioning, garage door operating mechanism, swimming pool or spa equipment, operation of fireplaces, flues or chimneys, alarm systems, intercom systems, soft floor coverings, appliances (including dishwashers, incinerators, ovens, ducted heating or vacuum systems), paint coatings or hazards has been made.
- No assessment of the matters described in Part 6 of the applicable Building Regulations including the potential for land to flood, be subjected to bushfire attack, or the potential of the building to be subjected to termite attack or the potential of the building to be subject to uncontrolled overland drainage flow has been made.
- No inquiries have been made of the Council or any other statutory authority or service, utility or supply agency.
- No assessment of the siting of the building has been made.
- No assessment of compliance with 4-, 5- or 6-star building regulations has been made.
- No testing of any material, equipment, fittings, fixtures, reticulated surfaces or appliances has been carried out.
- For the purposes of this Report the definition of 'Defect' is identified and described in Section 137C (1) of the Building Act 1993 and Section 8 of the Domestic Building Contracts Act 1995. Any 'Defect' will be regarded in the terms of the requirements and/or the expected practices at the time the Building Work was carried out or any applicable Approval or Building Permit was issued.
- The report, with any attached appendices, is copyright and remains the property of Just Inspections. No part of this report may be copied or reproduced without the prior written consent of Just Inspections.
- The agreement to carry out the inspection and provide the report is governed by and shall be interpreted in accordance with the laws of the State of Victoria and each party unconditionally submits to the jurisdiction of the Courts of Victoria and any Court competent to hear appeals thereafter.
- In the event that the client has not been advised of, or provided with, these conditions prior to receiving the report then should any or all of the conditions of inspection, service and report not be acceptable to the client, then such advice must be notified to Just Inspections in writing within 3 days of the date of this report, otherwise the client accepts all the conditions.
- --- END OF REPORT ---



MISS BRONWYN D HAZELWOOD
2F BEST STREET
RESERVOIR VIC 3073

Our reference: 7161762040408

Phone: **13 28 66**

6 August 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello BRONWYN,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411115799322
Vendor name	BRONWYN DIANA HAZELWOOD
Clearance Certificate Period	6 August 2025 to 6 August 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



MR MARK B IRWIN
C/- MELISSA SENDRA
23 FILLY CIRCUIT
SUNBURY VIC 3429

Our reference: 7161762005869

Phone: **13 28 66**

6 August 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello MARK,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411115796823
Vendor name	MARK BENJAMIN IRWIN
Clearance Certificate Period	6 August 2025 to 6 August 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

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Contact us

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