

DATED

2025

**ANIL POUDEL AND SUMINA BHANDARI**

to

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**CONTRACT OF SALE OF LAND**

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**Property: 17 Hillerman Road, Wollert VIC**

**Settlement Partners Pty Ltd**  
**Conveyancing Practice**  
PO Box 3553  
WHEELERS HILL VIC 3150  
Tel: 0435090051  
Fax: 0394459012  
Ref: TB:SP/VIC/8830

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

# Contract of Sale of Real Estate\*

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

**Property address**                    **17 HILLERMAN ROAD, WOLLERT VIC 3750**

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

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

**SIGNED BY THE PURCHASER:** .....

..... on ...../...../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)

**SIGNED BY THE VENDOR:** .....

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

**Print name(s) of person(s) signing:**            **ANIL POUDEL AND SUMINA BHANDARI**

State nature of authority, if applicable: .....

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

### IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

\*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

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

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

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

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

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

### Particulars of sale

#### Vendor's estate agent

Name:	Harcourts Rata & Co. Thomastown		
Address:	1/337 Settlement Road, Thomastown VIC 3074		
Email:	sold@rataandco.com.au		
Tel:	Mob:	Fax: 9464 3177	Ref:

#### Vendor

Name:	Anil Poudel and Sumina Bhandari
Address:	
ABN/ACN:	
Email:	

#### Vendor's legal practitioner or conveyancer

Name:	Settlement Partners Pty Ltd		
Address:	22 Hafey Crescent, Hoppers Crossing VIC 3029 PO Box 3553, Wheelers Hill VIC 3150		
Email:	tanu@settlementpartners.com.au		
Tel:	0435090051	Fax: 0394459012	DX:
			Ref: TB:SP/VIC/8830

#### Purchaser

Name:	
Address:	
ABN/ACN:	
Email:	

#### Purchaser's legal practitioner or conveyancer

Name:			
Address:			
Email:			
Tel:	Fax:	DX:	Ref:

#### Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11651 Folio 268	4045	PS 735182S

OR

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: 17 Hillerman Road, Wollert VIC 3750

**Goods sold with the land** (general condition 2.3(f)) (list or attach schedule)

**Payment** (general condition 11)

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

**GST** (general condition 13)

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

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

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

**Settlement** (general condition 10)

**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; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

**Lease** (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

If '**subject to lease**' then particulars of the lease are\*:

(\*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

- \*residential tenancy agreement for a fixed term ending on \_\_\_\_\_  
OR
- \*periodic residential tenancy agreement determinable by notice  
OR
- \*lease for a term ending on \_\_\_\_\_ with \_\_\_\_\_ options to renew, each of \_\_\_\_\_ years.

**Terms contract** (general condition 23)

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

**Loan** (general condition 14)

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

Lender: \_\_\_\_\_  
 Loan amount: \_\_\_\_\_ Approval date: \_\_\_\_\_

This contract does not include any special conditions unless the words '**special conditions**' appear in this box

**special conditions**

## Special Conditions

**A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.**

**Instructions:** *It is recommended that when adding further 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 this page; and*
- *attach additional pages if there is not enough space.*

**Special condition 1 – Payment**

General condition 11 is replaced with the following:

**11. PAYMENT**

- 11.1 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.
- 11.2 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.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; 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.
- 11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 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.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

**Special condition 2 – Acceptance of title**

General condition 12.4 is added:

- 12.4 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.

**Special condition 3 – Tax invoice**

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
  - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus

GST" or under general condition 13.1(a), (b) or (c),  
the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST,  
until a tax invoice has been provided.

**Special condition 4 – Adjustments**

General condition 15.3, 15.4 and 15.5 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.
- 15.4 Land tax is not an adjustable item. General Condition 23(2)(b) of this Contract does **not** apply.
- 15.5 If any apportionment of outgoings required to be made under this Contract be overlooked or incorrectly calculated on completion, the Vendor and the Purchaser agree that upon being requested by the other party, the correct calculation will be made and paid immediately to the party to whom it is payable. This clause shall not merge on completion.
- 15.6 it is imperative that adjustments be prepared by the Purchaser's representative and submitted to Settlement Partners, along with updated certificates, no later than three (3) business days preceding the scheduled settlement date. Failure to comply with this requirement will result in the Purchaser incurring an administration fee of \$220.00, inclusive of GST, payable to Settlement Partners. This fee is attributed to the delay in receiving the Statement of Adjustments.
- 15.7 If the rates (incl. Council rate, water rate, Owners Corporation Fees) and other outgoings (excluding State Land Tax) are not separately rated at settlement, then the amount of each rate, tax and other outgoings to be adjusted between the Vendor and Purchaser shall be that proportion of same which the lot liability of the Lot hereby sold bears to the total lot liability of all the lots on the Plan.
- 15.8 The vendor covenants and warrants to the Purchaser that he shall pay all such rates, taxes and other outgoings as when same are assessed and due for payment.
- 15.9 The Purchaser shall not require that any such rate or tax be paid by or on behalf of the Vendor prior to it being so assessed and due for payment.
- 15.10 All such rates, taxes and other outgoings shall be adjusted between the Vendor and the Purchaser on the basis that they have been paid.
- 15.11 It is further agreed that adjustments of rates, charges and like outgoings on the Settlement Date shall be made on the basis that the Purchaser accepts responsibility for all such unpaid rates, charges, and like outgoings accruing following the Settlement Date.

**Special condition 5 - Foreign resident capital gains withholding**

General condition 15A is added:

**15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

- 15A.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.
- 15A.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.
- 15A.3 This general condition only applies 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.
- 15A.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.
- 15A.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.
- 15A.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.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.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.
- 15A.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.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

**Special condition 5A – GST withholding**

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)*]

General condition 15B is added:

**15B. GST WITHHOLDING**

- 15B.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.
- 15B.2 This general condition 15B applies if the purchaser is 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 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 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.
- 15B.4 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.
- 15B.5 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.
- 15B.6 The representative is taken to have complied with requirements of general condition 15B.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 15B.7 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 settlement system described in general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, 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.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 15B.9 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.
- 15B.10 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.
- 15B.11 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 the vendor's failure, including breach of a warranty in general condition 15B.10; or
  - (b) the purchaser's 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.
- 15B.12 This general condition will not merge on settlement.

**Special condition 6 – Service**

General condition 17 is replaced with the following:

**17. SERVICE**

- 17.1 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.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) 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.
- 17.3 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.
- 17.4 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*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

**Special condition 7 – Notices**

General condition 21 is replaced with the following:

**21. NOTICES**

- 21.1 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.
- 21.2 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.
- 21.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

**Special condition 8 – Electronic conveyancing**

- 8.1 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*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 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*.
- 8.4 The vendor must open the Electronic Workspace (“workspace”) as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; 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 lodgment.
- 8.7 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 special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 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.
- 8.9 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 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 Network Operator of settlement.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

**Special condition 9 – Deposit bond**

- 9.1 In this special condition:
- (a) “deposit bond” means an irrevocable undertaking by an issuer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
  - (b) “issuer” means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 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.

- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 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 30 days before the deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 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 special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.

**Special condition 10 – Bank guarantee**

- 10.1 In this special 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)*.
- 10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 10.3 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 30 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 10.4 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 special condition 10.3.
- 10.5 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 special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.

**Special condition 11 – Building report**

- 11.1 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 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.
- 11.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 11.3 A notice under this special 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.
- 11.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

**Special condition 12 – Pest report**

- 12.1 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;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 12.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 12.3 A notice under this special 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.

12.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

**Special condition 13 – Acceptance of Property**

13.1 The Purchaser has inspected and accepts the property in its current state of repair.

13.2 The Vendor does not warrant or represent that:

- (a) The land is identical to the land described in the Particulars of Sale; or
- (b) The property complies with any laws affecting the land and the requirements of any municipal or statutory authority.

13.3 The Vendor makes no warranty or representation as to the condition of the property.

**Special condition 14 – Restrictions**

14.1 The purchaser buys the property subject to the following restrictions ('Restrictions'):

- (a) Any misdescription of the land or inaccuracy in the area or measurements of the land; or
- (b) Any laws affecting the land and any failure to comply with those laws; or
- (c) Any rights of or claims by any municipal or statutory authority; or
- (d) Any improvements not being erected within the boundaries of the land; or
- (e) Any improvements encroaching onto the land; or
- (f) The Condition of the Property

14.2 The Purchaser may not make any requisition or objection, claim compensation or refuse or delay payment of the Price in connection with any Restriction.

14.3 The Purchaser may not call upon the Vendor to;

- (a) Amend Title or to bear the cost of amending Title; or
- (b) Fix any Restriction or to bear the cost of fixing any restriction.

**Special condition 15 – Default**

15.1 Without limiting the vendor's rights or any other obligations of the Purchaser, if the Vendor serves a notice of default on the Purchaser under this contract, to remedy the default the purchaser must pay;

- (a) Expenses incurred by the Vendor as a result of the default including:
- (b) All legal expenses and disbursements (calculated on a solicitor and client basis) incurred in preparing and serving the notice of default and providing advice; and
- (c) all additional costs incurred by the Vendor including interest, discounts on bills and borrowing expenses which exceed the interest paid to the Vendor under General Condition 26; and
- (d) Interest under General Condition 26.

15.2 The interest rate under General Condition 26 is amended to 4% per annum instead of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983*.

**Special condition 16 – Bank Cheques**

The number of cheques allowed by the purchaser under General Condition 11.6 of the Contract is amended as follows;

The Vendor is entitled to have ten (10) cheques that are required by the Vendor for settlement.

**Special condition 17 – Nomination**

17.1 General Condition 18 of the Contract is to be deleted entirely and to be replaced as follows;

The Purchaser may, at least 14 days before settlement nominates a substitute or additional purchaser. The Purchaser must deliver to the Vendor's Solicitor:

- (a) A completed and executed notice of nomination;
- (b) A copy of the completed transferee's declaration in the form approved from time to time by the State Revenue Office, executed by the substitute or additional purchaser;
- (c) If the nominee is or includes a proprietary company, a guarantee in the form annexed to this Contract executed by that company's directors, and
- (d) A cheque payable by the nominee to the vendor's legal representative or conveyancer for \$220 being, their costs for advising the Vendor on compliance with this Condition.

17.2 The Purchaser and each guarantor must indemnify and keep indemnified the Vendor from and against any claim, penalty or demand in respect of stamp duty or costs arising from the nomination of the substitute purchaser.

**Special condition 18 – Delayed Settlement**

- 18.1 Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the Particulars of this Contract (Due Date) or requests an extension to the Due Date, the Purchaser must pay to the Vendor's solicitor or conveyancer an amount of \$400 plus GST representing the Vendor's additional legal costs and disbursements. The Purchaser also agrees to pay \$110 for every subsequent change to the settlement date.

**Special condition 19 – Disclosure of Surface Level Works**

- 19.1 The Vendor notifies the Purchaser pursuant to section 9AB of the Sale of Land Act that details of all works affecting the natural surface level of the Lot sold or any land abutting the Lot in the same subdivision as the Lot which:
- 19.1.1 have been carried out on the Land after the certification of the Plan before the date of this Contract; or
- 19.1.2 are at the date of this Contract being carried out, or at the date of this Contract are proposed to be carried out on that land, are set out in the plan of surface level works attached as Annexure B to this Contract.
- 19.2 The Purchaser acknowledges and agrees that the Vendor does not make any representation as to the classification of soil used for fill (including any reports on fill levels that may (or may not) be produced by the Vendor and/or the Developer at any time and the Purchaser must rely on its own enquires and investigations in respect of such fill classification.
- 19.3 The Purchaser must not exercise any Purchaser Rights in respect of any works affecting the natural surface level of the Property or any land abutting the Property which is in the same subdivision as the Property disclosed to the Purchaser in accordance with section 9AB of the Sale of Land Act, including if those works are not consistent with the works described in Annexure B.

**Special condition 20 - FIRB**

- 20.1 The purchaser acknowledges that they do not require FIRB approval for the purchase of the property, as the purchaser is not a foreign person under the Foreign Acquisitions & Takeovers Act 1975 (Cth).

**Special condition 21 - Early Possession by Purchaser(s)**

- 21.1 In the event that the Purchaser desires early possession of the property, contingent upon obtaining the Vendor's consent, it is necessary to execute a separate License Agreement between the parties to facilitate such an arrangement.
- 21.2 This License Agreement, as mentioned above, constitutes a distinct legal document, and is not considered an integral Component of this Contract.
- 21.3 The associated expense for preparing the License Agreement, amounting to \$330, is to be borne by the Purchaser and payable to the Vendor's representative.

**Special condition 22 – Re-Sale Deed**

- 22.1 For the Sale of this land to take effect, both Vendor(s) and Purchaser(s) may be required to enter into a Re-Sale Deed prior to settlement date. If so, the Re-Sale Deed will be obtained by the Vendor from Developer's (head Vendor) lawyers. The Purchaser(s) acknowledge and agree to:
- a) Allow any cost incurred by the Vendor for obtaining Re-Sale deed from Developer's (Head Vendor) Lawyers via adjustments at settlement.
  - b) Execute three (3) copies of the Re-Sale deed and deliver them to Vendor's Conveyancer at least seven (7) days prior to settlement date.

**Special condition 23 – Variations**

- 23.1 The Purchaser acknowledges that following the signing of this contract by both parties, any request for a variation of the contract or an extension of time, not limited to altering the settlement date, extending finance loan approval, or extending the time for the Purchaser to fulfill any condition stipulated in this contract, may result in the Vendor incurring additional legal fees. Such fees amounting to \$110 for each separate request for variation or extension of time shall be borne by the Purchaser and allowed as an adjustment at settlement.

**Special Condition 24 - Building Work**

- 24.1 The Purchaser may not make any objection or requisition or claim any compensation in respect of any non-compliance of any improvements on the land with the Victorian Building Regulations or any other regulations, statutes, rules or by laws of the Building Code of Australia or the state of repair and condition of the improvements.
- 24.2 The Vendor makes no representations that the improvements on the land sold or any alterations or additions thereto comply with the Victoria Building Regulations 1983 or the requirements of the Local Municipal Council or any other relevant Authority. The Purchaser shall not make any requisition or claim any compensation for non-compliance with the Regulations or the requirements of the Local Municipal Council or other relevant Authority and shall not call upon the Vendor to bear all or any part of the cost of complying with said Regulations or requirements of the Local Municipal Council or other relevant Authority.
- 24.3 The Purchaser acknowledges that, if the Vendor has not complied with the building regulations regarding the installation of self-contained smoke alarms, the purchaser must do so at the Purchaser's cost and expense.

**Special condition 25 - Owners Corporate Certificate**

- 25.1 If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, object to requisition, make a claim or terminate the contract based on this condition. The Owners Corporate Certificate will be provided in a timely manner and made available to the purchaser and purchasers representative as soon as it is issued.

**Special condition 26- ERROR/S IN ADJUSTMENTS OF OUTGOINGS**

- 26.1 If any apportionment of outgoings required to be made under this Contract be overlooked or incorrectly calculated on completion, the Vendor and the Purchaser agree that upon being requested by the other party, the correct calculation will be made and paid immediately to the party to whom it is payable. This clause shall not merge on completion.

**Special condition 27- Finance Approval**

- 27.1 If the purchaser attempts to end the contract on the basis that it is unable to obtain finance approval by the approval date, the purchaser must simultaneously provide written proof to the vendor from the potential lender verifying that the Purchaser has applied for finance in accordance with the Particulars of Sale and have been denied finance approval. Failure to provide this documentation will result in the assumption that the purchaser has obtained finance approval. A letter from a Mortgage broker/mobile lender is not sufficient in this regard.

**Special Condition 28 – Auction**

- 28.1 The Property is offered for sale by Public Auction Subject to the vendor's reserve Price. The Rules of conduct of the Auction shall be set out in Schedule 1 of the Sale of Land(Public Auctions) Regulations 2014 or any Rules prescribed by regulation which modify or replace those Rules.

**Special condition 29 - SWIMMING POOL AND/OR SPA**

- 29.1 In the event there is a swimming pool and/or spa situated on the property the Vendor discloses that the swimming pool and/or spa including the barrier and fencing may not comply with current regulations and or legislation. The Vendor will not be responsible for arranging or ensuring compliance of the spa/pool or installation of the barrier (if applicable) and will not be required to provide the compliance certificate prior to settlement. The Purchaser accepts the spa/pool in its present state and repair.

**Special condition 30 – Purchaser Acknowledgments**

- 30.1 The Purchaser acknowledges and agrees that they are purchasing the property as a result of their own enquiries and inspection:
- a) In its present condition and state of repair;
  - b) Subject to all defects latent and patent;
  - c) Subject to any infestations and dilapidation;
  - d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
  - e) Subject to any non-compliance with the Local Government Act, or any ordinance under that Act in respect of any building or other structure/improvements/extensions/fencing on the land
- 30.2 The Purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation arising out of any of the matters covered by this special condition.

# General Conditions

Part 2 being Form 2 prescribed by the former *Estate Agents (Contracts) Regulations 2008*

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## Title

### 1. ENCUMBRANCES

- 1.1 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 in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

### 2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 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.
- 2.4 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 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.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 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*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

### 3. IDENTITY OF THE LAND

- 3.1 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.
- 3.2 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.

#### 4. SERVICES

- 4.1 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.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

#### 5. CONSENTS

The vendor must obtain any necessary consent or licence required for the sale. 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.

#### 6. TRANSFER

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

#### 7. RELEASE OF SECURITY INTEREST

- 7.1 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.
- 7.2 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 7.4, 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.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 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.
- 7.5 Subject to general condition 7.6, 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.
- 7.6 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 7.5 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.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(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.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(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.

- 7.11 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.
- 7.12 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 7.11.
- 7.13 If settlement is delayed under general condition 7.12 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.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

## 8. 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.

## 9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 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.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 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.
- 9.5 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.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

## Money

### 10. SETTLEMENT

- 10.1 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.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

### 11. PAYMENT

- 11.1 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.
- 11.2 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.
- 11.3 The purchaser must pay all money other than the deposit:
  - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
  - (a) in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

## 12. STAKEHOLDING

- 12.1 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 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.
- 12.2 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.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

## 13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
  - (a) 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
  - (b) if 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
  - (c) if 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.
- 13.2 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 the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 This general condition will not merge on either settlement or registration.

13.8 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.

**14. LOAN**

14.1 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.

14.2 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 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.

14.3 All money must be immediately refunded to the purchaser if the contract is ended.

**15. ADJUSTMENTS**

15.1 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.

15.2 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.

**Transactional**

**16. TIME**

16.1 Time is of the essence of this contract.

16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

**17. SERVICE**

17.1 Any document sent by—

- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) 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*.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

**18. NOMINEE**

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

**19. 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.

**20. 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.

**21. NOTICES**

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 that does not relate to periodic outgoings. The purchaser may enter the property to comply with that

responsibility where action is required before settlement.

## **22. 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.

## **23. TERMS CONTRACT**

23.1 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.

23.2 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.

## **24. LOSS OR DAMAGE BEFORE SETTLEMENT**

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 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.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 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 24.2 at settlement.

24.5 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.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## **25. 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**

### **26. 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 on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

## 27. DEFAULT NOTICE

27.1 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.

27.2 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.

## 28. DEFAULT NOT REMEDIED

28.1 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.

28.2 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.

28.3 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.

28.4 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.

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

DATED

**ANIL POUDEL AND SUMINA BHANDARI**

to

---

**CONTRACT OF SALE OF REAL ESTATE**

---

**Property: 17 Hillerman Road, Wollert VIC**

**Settlement Partners Pty Ltd**

**Conveyancing Practice**

PO Box 3553

WHEELERS HILL VIC 3150

Tel: 0435090051

Fax: 0394459012

Ref: TB:SP/VIC/8830

**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: -

- (f) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (g) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (h) by time given to the Purchaser for any such payment performance or observance;
- (i) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (j) 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 ..... 2025

SIGNED by the said )

)

Print Name: )

)

.....

.....  
Director (Sign)

in the presence of: )

)

Witness: )

)

.....

# 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.

<b>Land</b>	17 HILLERMAN ROAD, WOLLERT VIC 3750
-------------	-------------------------------------

Vendor's name	Anil Poudel	Date	/ /
Vendor's signature	_____		
Vendor's name	Sumina Bhandari	Date	/ /
Vendor's signature	_____		

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

# 1. FINANCIAL MATTERS

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

(a)  Their total does not exceed: \$7,500.00

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

Not Applicable

## 1.3 Terms Contract

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

Not Applicable

## 1.4 Sale Subject to Mortgage

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

Not Applicable

# 2. INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable

## 2.2 Owner Builder

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

Not Applicable

# 3. LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

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

## 3.2 Road Access

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

## 3.3 Designated Bushfire Prone Area

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

## 3.4 Planning Scheme

Attached is a certificate with the required specified information.

## 4. NOTICES

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

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

Not Applicable

### 4.2 Agricultural Chemicals

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

NIL

### 4.3 Compulsory Acquisition

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

NIL

## 5. BUILDING PERMITS

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

Not Applicable

## 6. OWNERS CORPORATION

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

Not Applicable

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

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

Not Applicable

## 8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" 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 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

## 13. ATTACHMENTS

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

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

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

---

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

DATED

2025

**ANIL POUDEL AND SUMINA BHANDARI**

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**VENDOR STATEMENT**

---

**Property: 17 Hillerman Road, Wollert VIC 3750**

Settlement Partners Pty Ltd  
Licensed Conveyancer  
22 Hafey Crescent  
HOPPERS CROSSING VIC 3029  
Tel: 0435090051  
Fax: 0394459012  
PO Box 3553, Wheelers Hill VIC 3150  
Ref: TB:SP/VIC/8830

# Vendor GST Withholding Notice

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

To:

From: Anil Poudel and Sumina Bhandari,

Property Address: 17 Hillerman Road, Wollert VIC 3750

Lot: Plan of subdivision:

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:

Signed for an on behalf of the Vendor:

INFORMATION ONLY

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

VOLUME 11651 FOLIO 268

Security no : 124124503313Q  
Produced 15/05/2025 07:05 PM

**LAND DESCRIPTION**

Lot 4045 on Plan of Subdivision 735182S.  
PARENT TITLE Volume 11577 Folio 958  
Created by instrument PS735182S 04/05/2016

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
ANIL POUDEL  
SUMINA BHANDARI both of 17 HILLERMAN ROAD WOLLERT VIC 3750  
AN189072G 18/10/2016

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AX482409A 24/11/2023  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT PS735182S 04/05/2016

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AC707470G 01/03/2004

AGREEMENT Section 173 Planning and Environment Act 1987  
AG231554R 04/12/2008

AGREEMENT Section 173 Planning and Environment Act 1987  
AH294279X 15/06/2010

AGREEMENT Section 173 Planning and Environment Act 1987  
AH682695U 20/12/2010

AGREEMENT Section 173 Planning and Environment Act 1987  
AK787371M 16/12/2013

**DIAGRAM LOCATION**

SEE PS735182S FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: 17 HILLERMAN ROAD WOLLERT VIC 3750

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

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Page 2 of 2

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
Effective from 24/11/2023

DOCUMENT END

INFORMATION ONLY

Security No : 124124503312R  
Produced 15/05/2025 07:05 PM

Volume 11651 Folio 268

**ACTIVITY IN THE LAST 125 DAYS**

NIL

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
Effective from 24/11/2023

STATEMENT END

INFORMATION ONLY

# Imaged Document Cover Sheet


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Document Type	<b>Plan</b>
Document Identification	<b>PS735182S</b>
Number of Pages (excluding this cover sheet)	<b>12</b>
Document Assembled	<b>15/05/2025 19:06</b>

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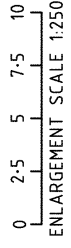
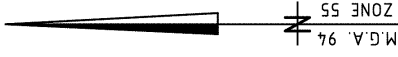
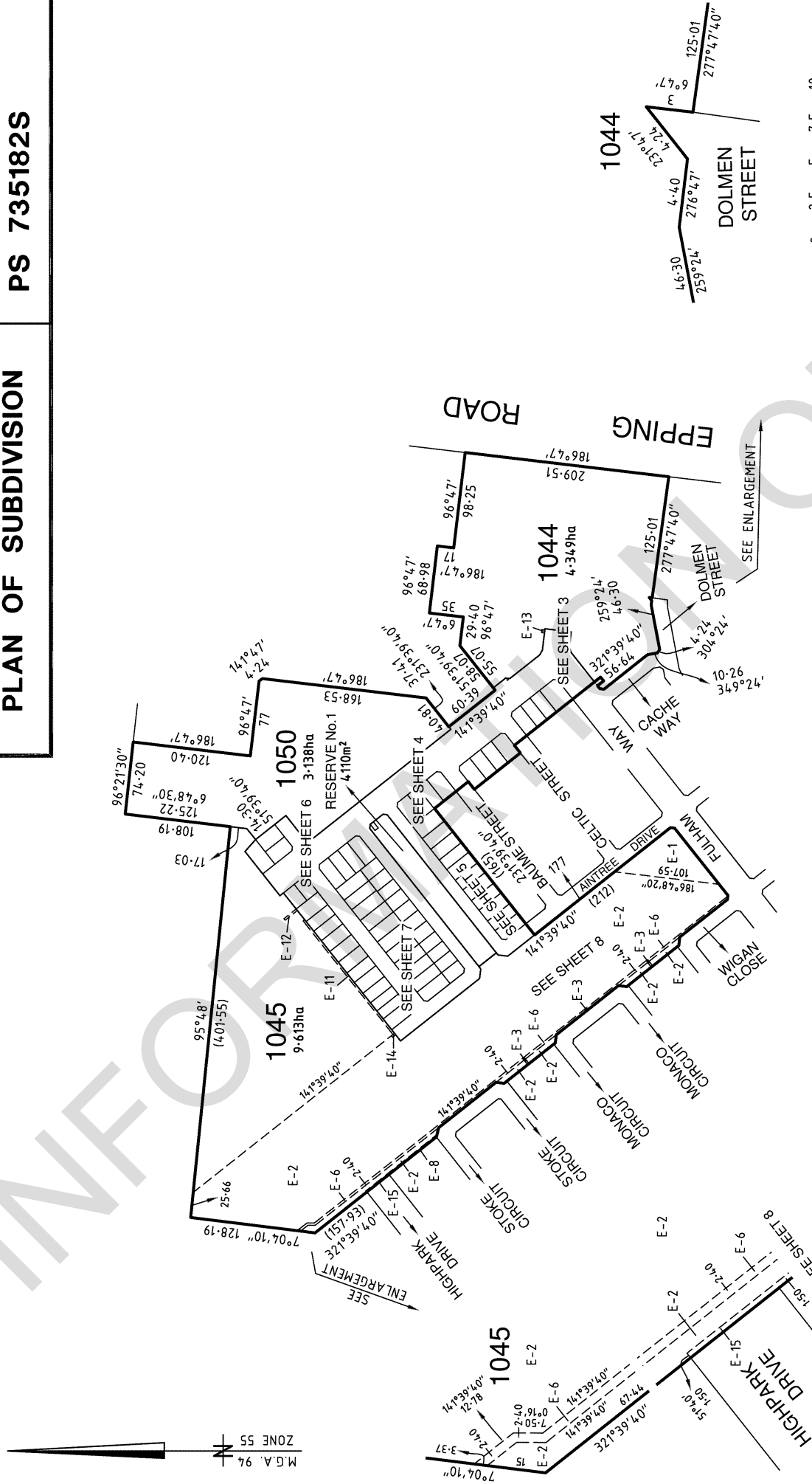
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The document is invalid if this cover sheet is removed or altered.


<b>PLAN OF SUBDIVISION</b>		<b>LV USE ONLY EDITION 1</b>	<b>PLAN NUMBER PS 735182S</b>						
<p style="text-align: center;"><b>LOCATION OF LAND</b></p> <p><b>PARISH:</b> WOLLERT</p> <p><b>TOWNSHIP:</b></p> <p><b>SECTION:</b> 11 &amp; 12</p> <p><b>CROWN ALLOTMENT:</b></p> <p><b>CROWN PORTION:</b> 4 (PART) &amp; 1 (PART)</p> <p><b>TITLE REFERENCES:</b> Vol. 11577 Fol. 958</p> <p><b>LAST PLAN REFERENCE/S:</b> PS 727711M (LOT 1043)</p> <p><b>POSTAL ADDRESS:</b> 250 EPPING ROAD (At time of subdivision) WOLLERT, 3750</p> <p><b>MGA94 Co-ordinates</b> (of approx centre of land in plan)</p> <table style="margin-left: 20px;"> <tr><td><b>E</b></td><td>325 765</td></tr> <tr><td><b>N</b></td><td>5 835 125</td></tr> <tr><td><b>ZONE</b></td><td>55</td></tr> </table>		<b>E</b>	325 765	<b>N</b>	5 835 125	<b>ZONE</b>	55	<p><b>COUNCIL NAME:</b> WHITTLESEA CITY COUNCIL      <b>REF:</b></p>	
<b>E</b>	325 765								
<b>N</b>	5 835 125								
<b>ZONE</b>	55								
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>							
IDENTIFIER	COUNCIL/BODY/PERSON								
ROAD R1 RESERVE No.1 RESERVE No.2	WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD								
<b>NOTATIONS</b>		<p>LOTS 1 TO 1043, 1047 TO 1049 AND 1051 TO 4000 HAVE BEEN OMITTED FROM THIS PLAN.</p> <p>FOR RESTRICTIONS AFFECTING LOTS 4001 TO 4065 SEE CREATION OF RESTRICTION A ON SHEET 10 AND CREATION OF RESTRICTION B ON SHEET 11.</p> <p>ROAD R1 IS PARTIALLY ENCUMBERED BY EASEMENT E-2. EASEMENT E-10 HAS BEEN OMITTED FROM THIS PLAN.</p> <p><b>OTHER PURPOSES OF PLAN:</b> REMOVAL OF THAT PART OF DRAINAGE &amp; SEWERAGE EASEMENT E-9 ON PS721221N AS AFFECTS FULHAM WAY ON THIS PLAN.</p> <p>REMOVAL OF THAT PART OF DRAINAGE EASEMENTS E-14 &amp; E-16 ON PS721228X AS AFFECTS BAUME STREET AND AINTREE DRIVE ON THIS PLAN.</p> <p>REMOVAL OF THAT PART OF DRAINAGE &amp; SEWERAGE EASEMENT E-11 ON PS721228X AS AFFECTS LOT 4010 ON THIS PLAN.</p> <p>REMOVAL OF THAT PART OF DRAINAGE &amp; SEWERAGE EASEMENT E-9 ON PS721221N AS AFFECTS LOT 4007 ON THIS PLAN.</p> <p><b>GROUND FOR REMOVAL:</b> BY AGREEMENT OF ALL INTERESTED PARTIES UPON REGISTRATION OF THIS PLAN.</p>							
<p>DEPTH LIMITATION DOES NOT APPLY</p> <p><b>STAGING</b> This is not a staged subdivision. Planning permit No.</p> <p><b>SURVEY:</b> THIS PLAN IS NOT BASED ON SURVEY.</p> <p>THIS IS A SPEAR PLAN.</p> <p><b>LYNDARUM AT WOLLERT 40</b> <b>5.192ha</b></p> <p style="text-align: right;"><b>65 LOTS</b></p>									
<b>EASEMENT INFORMATION</b>									
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)									
Easement Reference	Purpose	Width (Metres)	Origin						
<b>SEE SHEET 9 FOR EASEMENT DETAILS</b>									
 Melbourne Survey T 9869 0813 F 9869 0901		DIGITALLY SIGNED BY LICENSED SURVEYOR: .....BRENDAN MUNARI.....							
		REF 0126s-40      VERSION H							
		SHEET 1 OF 11							
		ORIGINAL SHEET SIZE A3							
		PLAN REGISTERED Time: 8.33am Date: 4/5/2016 F CAMPBELL Assistant Registrar of Titles							

# PLAN OF SUBDIVISION

PLAN NUMBER  
**PS 735182S**



ENLARGEMENT SCALE 1:1000  
 ENLARGEMENT SCALE 1:250  
 0126S-40 VER H - LV.DWG AMM/AMM

 Melbourne Survey T 9869 0813 F 9869 0901	SCALE 40 0 40 80 120 160 200 LENGTHS ARE IN METRES	ORIGINAL SCALE 1:4,000	DIGITALLY SIGNED BY LICENSED SURVEYOR ..... BRENDAN MUNARI ..... REF <b>0126s-40</b> VERSION <b>H</b>
	SHEET 2 ORIGINAL SHEET SIZE A3		

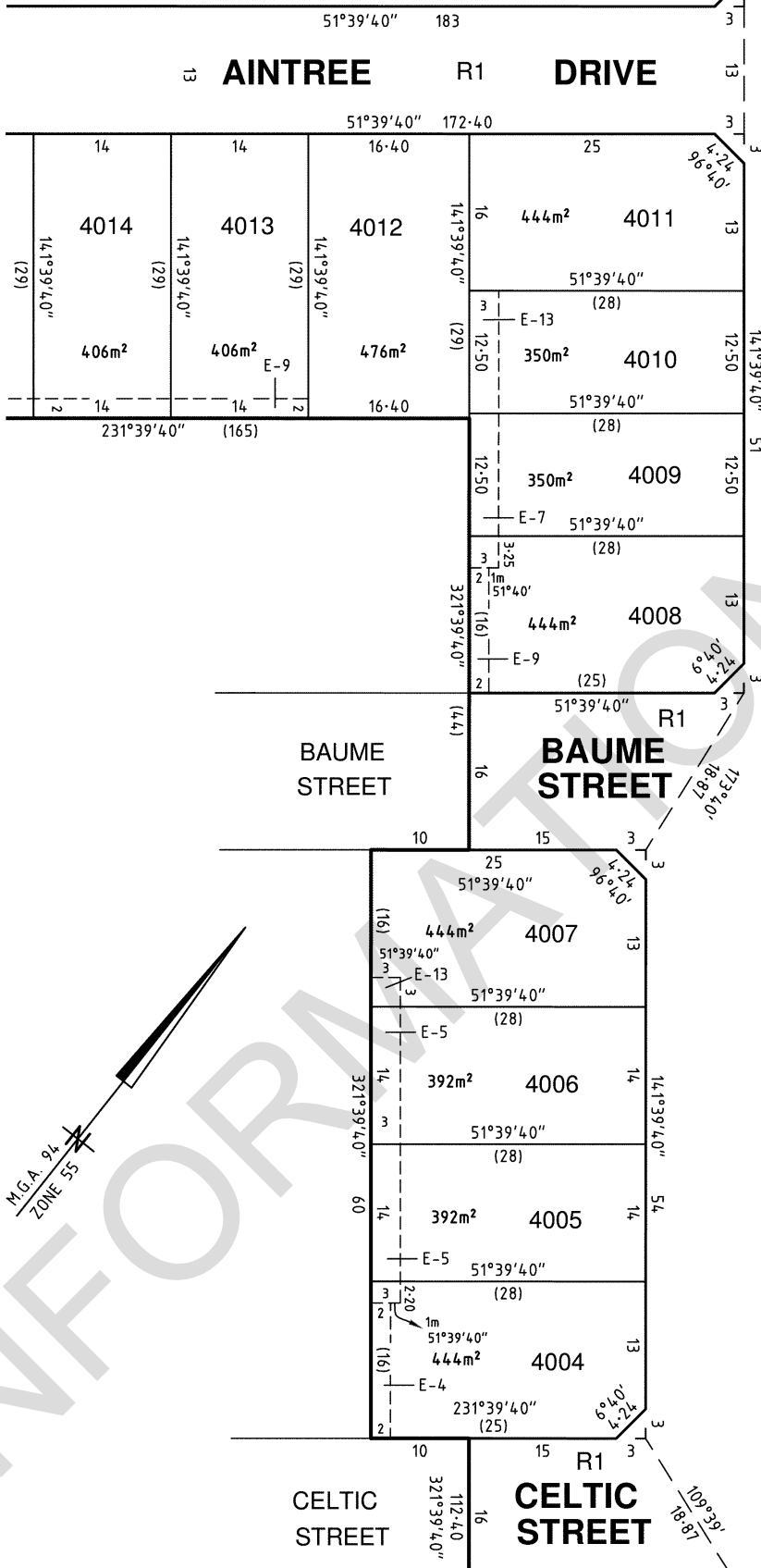


# PLAN OF SUBDIVISION

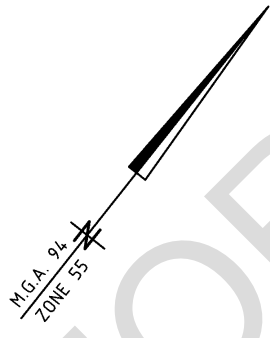
## PLAN NUMBER PS 735182S

RESERVE No.1 SEE SHEET 6

4015  
SEE SHEET 5



1050  
SEE SHEET 2

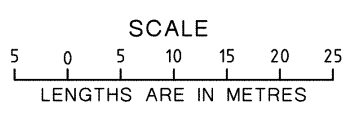


SEE SHEET 3

0126S.40 VER H - LV.DWG AMM/AMM



Melbourne Survey T 9869 0813 F 9869 0901



ORIGINAL SCALE  
1:500

SHEET 4  
ORIGINAL SHEET SIZE A3

DIGITALLY SIGNED BY LICENSED SURVEYOR: .....BRENDAN MUNARI.....

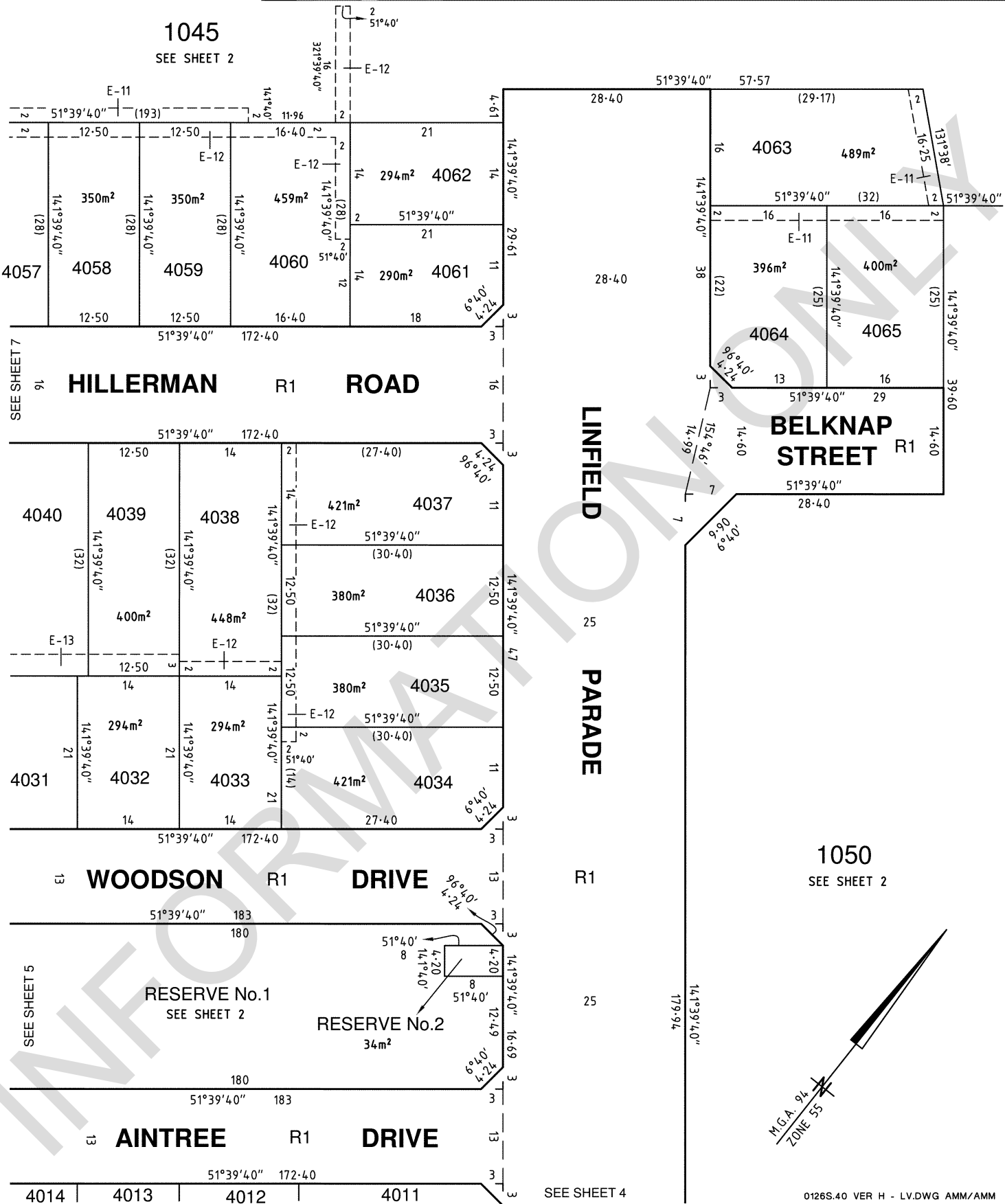
REF 0126s-40 VERSION H



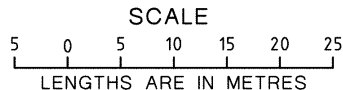
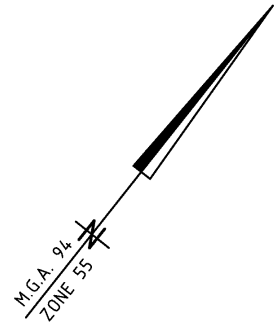
# PLAN OF SUBDIVISION

## PLAN NUMBER PS 735182S

1045  
SEE SHEET 2



1050  
SEE SHEET 2



ORIGINAL SCALE  
1:500

SHEET 6  
ORIGINAL SHEET SIZE A3

DIGITALLY SIGNED BY LICENSED SURVEYOR: .....BRENDAN MUNARI.....

REF 0126s-40

VERSION H

**PLAN OF SUBDIVISION**

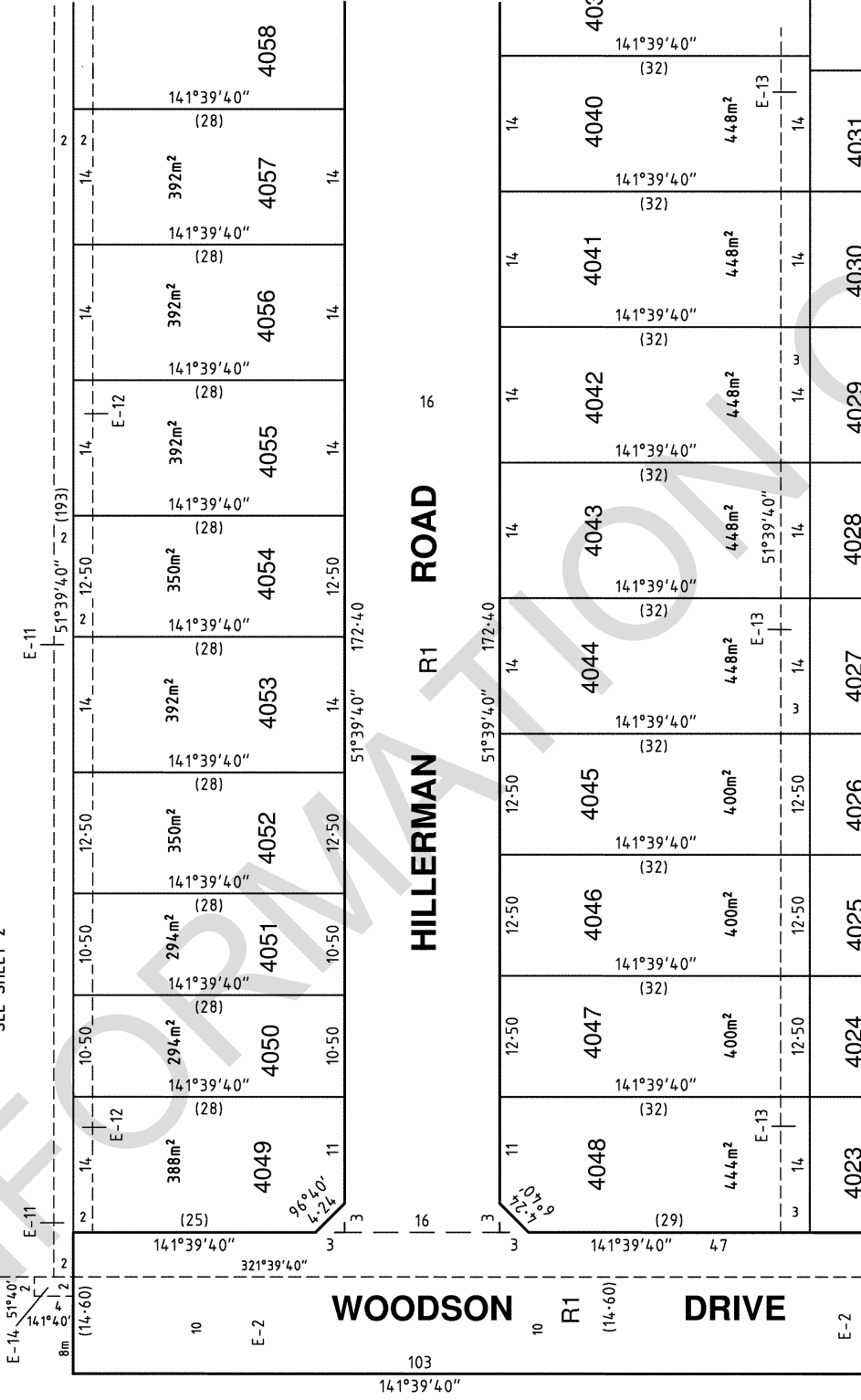
PLAN NUMBER

**PS 735182S**

**1045**

SEE SHEET 2

SEE SHEET 6



SEE SHEET 2

SEE SHEET 2

SEE SHEET 2

SEE SHEET 2

SEE SHEET 2

SEE SHEET 2

SEE SHEET 2

SEE SHEET 2

SEE SHEET 2

SEE SHEET 5

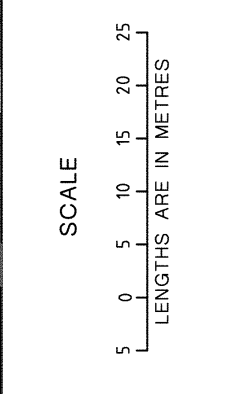
0126S-40 VER H - LV.DWG AMM/AMM

SHEET 7
ORIGINAL SHEET SIZE
A3

DIGITALLY SIGNED BY LICENSED SURVEYOR ..... BRENDAN MUNARI

REF **0126S-40** VERSION **H**

ORIGINAL SCALE  
1:500

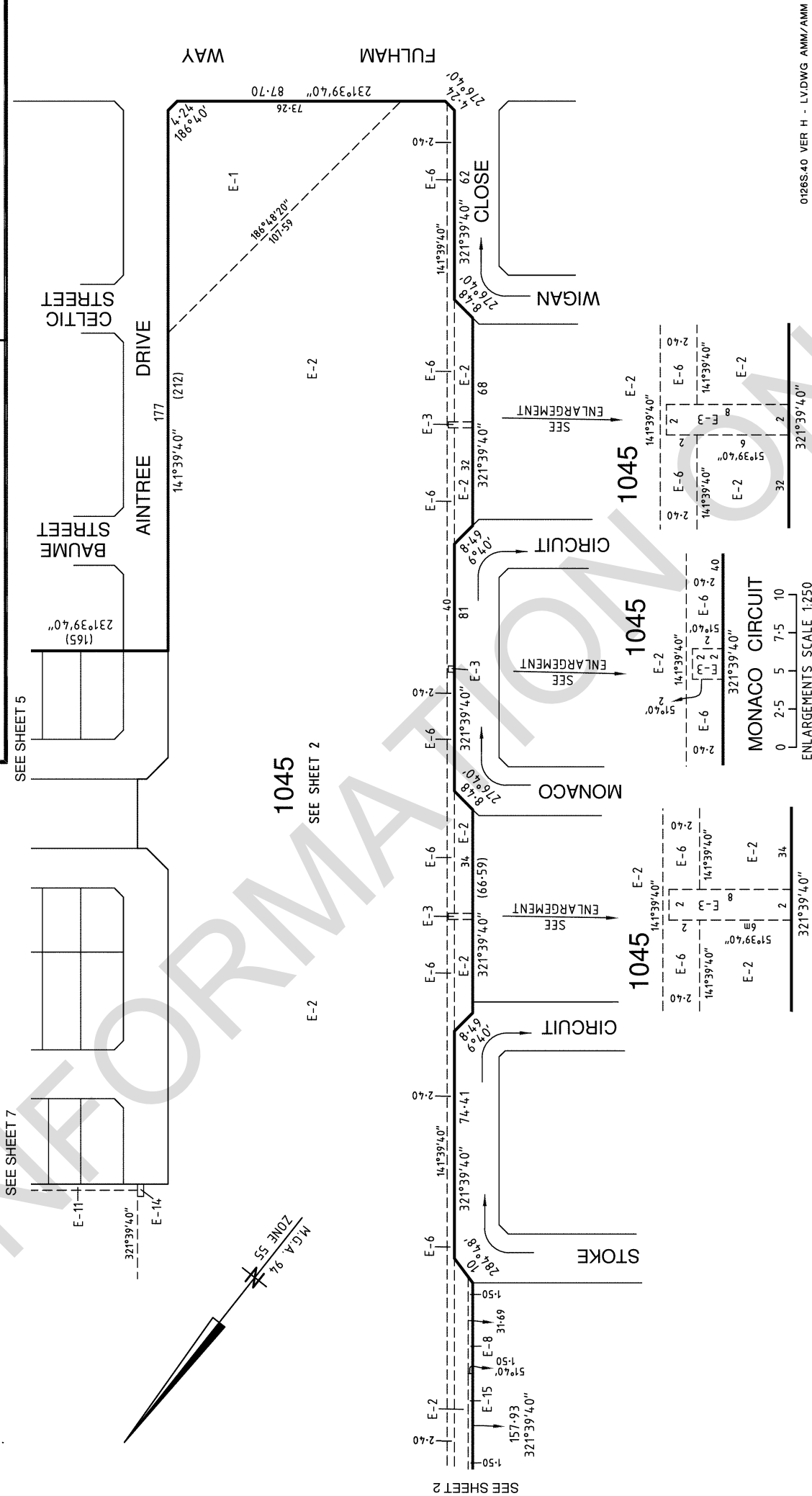



**SMEC**

Melbourne Survey T 9869 0813 F 9869 0901

**PLAN OF SUBDIVISION**  
**PS 735182S**

PLAN NUMBER



 <b>SMEC</b> Melbourne Survey T 9869 0813 F 9869 0901	SCALE 12.5 0 12.5 25 37.5 50 62.5 LENGTHS ARE IN METRES	ORIGINAL SCALE 1:1250	DIGITALLY SIGNED BY LICENSED SURVEYOR: ..... BRENDAN MUNARI ..... REF <b>0126s-40</b> VERSION <b>H</b>	SHEET 8 ORIGINAL SHEET SIZE A3
	ENLARGEMENTS SCALE 1:250 0 2.5 5 7.5 10			0126S.40 VER H - LYDWIG AMM/AMM

# PLAN OF SUBDIVISION

PLAN NUMBER  
**PS 735182S**

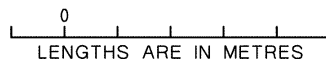
EASEMENT REFERENCE	PURPOSE	WIDTH (Metres)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	TRANSMISSION OF ELECTRICITY	SEE PLAN	C/E D983798	S.E.C.V
E-2, E-3, E-6, E-8 E-14, E-15	TRANSMISSION OF ELECTRICITY	SEE PLAN	C/E D691991	S.E.C.V
E-3	SEWERAGE	SEE PLAN	PS 701078D	YARRA VALLEY WATER
E-4, E-5	DRAINAGE	SEE PLAN	PS 721221N	WHITTLESEA CITY COUNCIL
E-5	SEWERAGE	SEE PLAN	PS 721221N	YARRA VALLEY WATER
E-6	SEWERAGE	SEE PLAN	PS 721224G	YARRA VALLEY WATER
E-7, E-9	DRAINAGE	SEE PLAN	PS 721228X	WHITTLESEA CITY COUNCIL
E-7	SEWERAGE	SEE PLAN	PS 721228X	YARRA VALLEY WATER
E-8	POWERLINE	SEE PLAN	PS 713315Y - SEC 88 OF THE ELECTRICITY INDUSTRY ACT 2000	SPI ELECTRICITY PTY LTD
E-11, E-13 E-14	DRAINAGE	SEE PLAN	THIS PLAN	WHITTLESEA CITY COUNCIL
E-12, E-13	SEWERAGE	SEE PLAN	THIS PLAN	YARRA VALLEY WATER
E-15	POWERLINE	SEE PLAN	PS 727711M - SEC 88 OF THE ELECTRICITY INDUSTRY ACT 2000	AUSNET ELECTRICITY SERVICES PTY LTD

0126S.40 VER H - LV.DWG AMM/AMM



Melbourne Survey T 9869 0813 F 9869 0901

SCALE



ORIGINAL SCALE

SHEET 9

ORIGINAL SHEET SIZE A3

DIGITALLY SIGNED BY LICENSED SURVEYOR: .....BRENDAN MUNARI.....

REF 0126s-40

VERSION H

**PLAN OF SUBDIVISION**

PLAN NUMBER  
**PS 735182S**

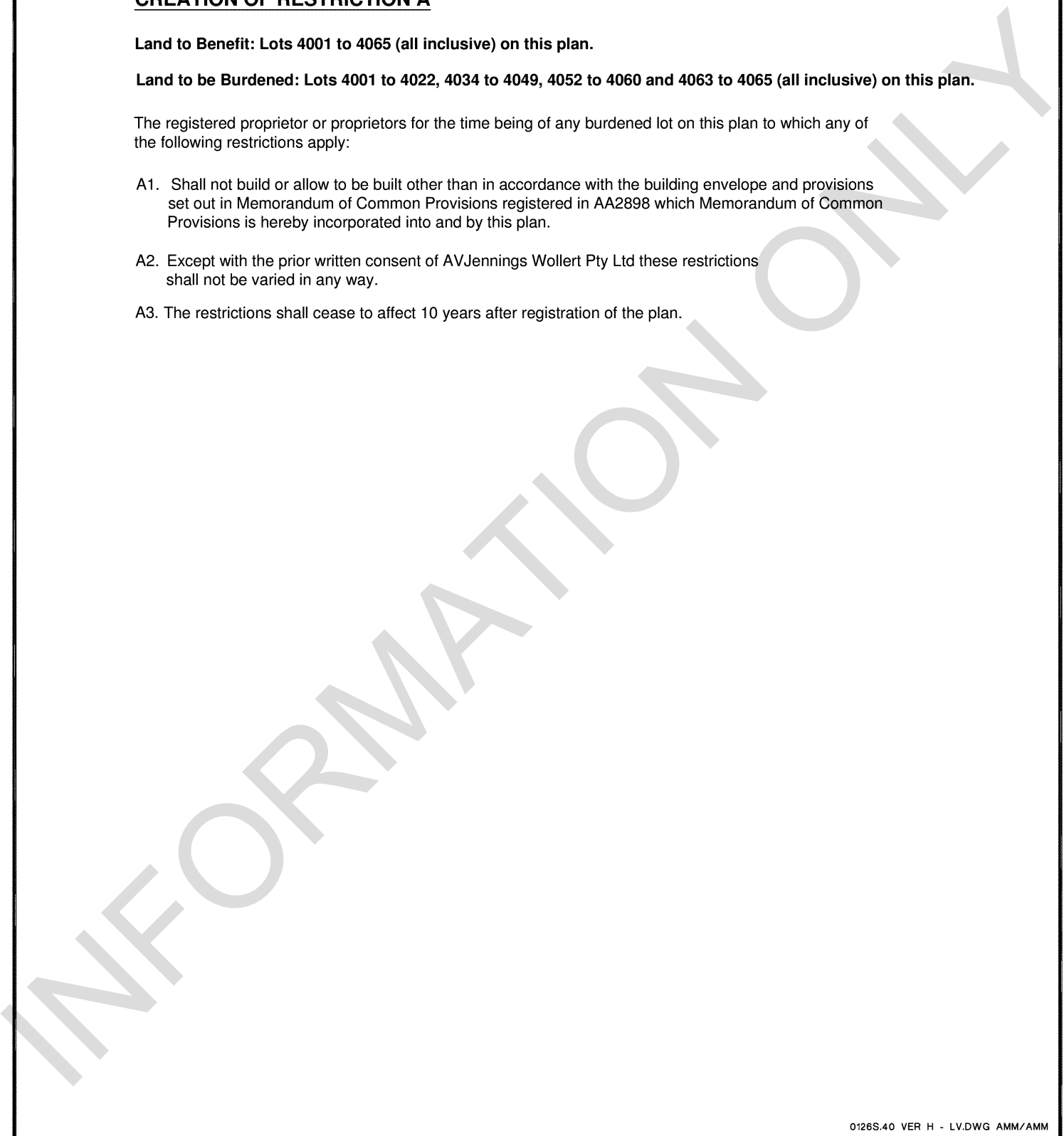
**CREATION OF RESTRICTION A**

**Land to Benefit: Lots 4001 to 4065 (all inclusive) on this plan.**

**Land to be Burdened: Lots 4001 to 4022, 4034 to 4049, 4052 to 4060 and 4063 to 4065 (all inclusive) on this plan.**

The registered proprietor or proprietors for the time being of any burdened lot on this plan to which any of the following restrictions apply:

- A1. Shall not build or allow to be built other than in accordance with the building envelope and provisions set out in Memorandum of Common Provisions registered in AA2898 which Memorandum of Common Provisions is hereby incorporated into and by this plan.
- A2. Except with the prior written consent of AVJennings Wollert Pty Ltd these restrictions shall not be varied in any way.
- A3. The restrictions shall cease to affect 10 years after registration of the plan.

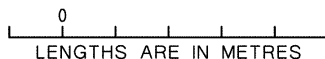


0126S.40 VER H - LV.DWG AMM/AMM



Melbourne Survey T 9869 0813 F 9869 0901

SCALE



ORIGINAL SCALE

SHEET 10

ORIGINAL SHEET SIZE A3

DIGITALLY SIGNED BY LICENSED SURVEYOR: .....BRENDAN MUNARI.....

REF 0126s-40

VERSION H

**PLAN OF SUBDIVISION**

PLAN NUMBER  
**PS 735182S**

**CREATION OF RESTRICTION B**

**Land to Benefit: Lots 4001 to 4065 (all inclusive) on this plan.**

**Land to be Burdened: Lots 4001 to 4065 (all inclusive) on this plan.**

- B1. The registered proprietor or proprietors for the time being of any lot on this plan to which the following restrictions applies shall not:-
- a. At any time erect, construct, build or permit to be erected, constructed or built on the lot, any building other than one private dwelling house with usual outbuildings.
  - b. Without the prior written consent of AVJennings Wollert Pty Ltd, permit the construction of any outbuilding, carport or other similar structure unless they shall be constructed of brick, stone, rendered masonry, rendered cement sheeting, timber or pre-coated iron of a subdued colour which shall have a maximum height of 3 metres and a maximum area of 10 square metres.
  - c. Without the prior written consent of AVJennings Wollert Pty Ltd erect or permit to be erected, any side or rear boundary fence on the lot unless such fence is 1.8 metres in height and constructed of treated pine with continuous capping.
  - d. Without the prior written consent of AVJennings Wollert Pty Ltd erect or permit to be erected on the lot any side boundary fence being less than of 6 metres from the front boundary except for any side boundary fence erected which abuts a secondary street of a Road Reserve or Public Open Space.
  - e. Without the prior written consent of AVJennings Wollert Pty Ltd delay construction of all driveways, paths and fences, sowing of lawns, landscaping of gardens, and landscaping of nature strips to the back of the kerb, for more than 6 months from the date of issue of the occupancy permit in relation to the dwelling house constructed on the lot.
  - f. Permit the deterioration of the property and adjacent nature strips including any accumulation of rubbish, weeds or debris to less than the general standard of the locality and a standard that is acceptable to AVJennings Wollert Pty Ltd. AVJennings Wollert Pty Ltd shall not act capriciously in determining the standard acceptable to it.
  - g. Without the prior written consent of AVJennings Wollert Pty Ltd use any lot for the purposes associated with the sale and marketing of a dwelling house or as a Display Home, for which consent shall not be unreasonably withheld.
  - h. At any time park or store or cause to be parked or stored, on or within such lot any vehicle having a carrying capacity of one tonne or more, or any boat, caravan or trailer in such a way to be visible from any street adjacent to or abutting such lot.
  - i. Without the prior written consent of AVJennings Wollert Pty Ltd erect or permit to be erected on the lot any advertisement, hoarding, notice, sign or similar structure and will not permit the lot or any building or buildings constructed thereon to be used for the display of any advertisement, hoarding, notice, sign or similar structure provided that after completion of a dwelling house on the lot, this restriction shall not prevent the erection of a signboard advertising the lot for sale.
  - j. Build, erect or allow to be built, erected or remain on the lot or any part of it any dwelling house or outbuilding without applicable plans and specifications first being submitted to and approved by AVJennings Wollert Pty Ltd and prepared in accordance with the Lyndarum - Neighbourhood Design Principles and then only in compliance with any condition imposed by AVJennings Wollert Pty Ltd in respect of that approval.
  - k. Without the prior written consent of AVJennings Wollert Pty Ltd erect or permit to be erected upon any building erected on the lot any external roll down security shutters.

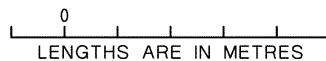
B2. The restrictions shall cease to affect 10 years after registration of the plan.

0126S.40 VER H - LV.DWG AMM/AMM



Melbourne Survey T 9869 0813 F 9869 0901

SCALE



ORIGINAL SCALE

SHEET 11

ORIGINAL SHEET SIZE A3

DIGITALLY SIGNED BY LICENSED SURVEYOR: .....BRENDAN MUNARI.....

REF 0126s-40

VERSION H

**Plan of Subdivision PS735182S**  
**Certifying a New Version of an Existing Plan**  
**concurrently with Statement of Compliance (Form**  
**12)**



**City of**  
**Whittlesea**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S064015S  
Plan Number: PS735182S  
Responsible Authority Name: Whittlesea City Council  
Responsible Authority Permit Ref. No.: 711479  
Responsible Authority Certification Ref. No.: 608858  
Surveyor's Plan Version: H

**Certification**

This plan is certified under section 11 (7) of the Subdivision Act 1988  
Date of original certification under section 6: 23/03/2015  
Date of previous recertifications under Section 11(7): 22/07/2015  
Date of previous recertifications under Section 11(7): 28/10/2015  
Date of previous recertifications under Section 11(7): 04/12/2015  
Date of previous recertifications under Section 11(7): 15/02/2016

**Statement of Compliance**

This is a statement of compliance issued under section 21 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 been satisfied at Certification

Digitally signed by Council Delegate: Carolyn Leatham  
Organisation: Whittlesea City Council  
Date: 18/04/2016

# Imaged Document Cover Sheet

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# Transfer of Land

Section 45 Transfer of Land Act 1958

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**1. Land/s**

*Land Title*

Volume 11651 Folio 268

**2. Estate and Interest**

FEE SIMPLE

**3. Transferor/s**

*Transferor*

Company PRO-SPEC CONSTRUCTIONS PTY LTD

ACN 132 725 752

**4. Transferee/s**

*Transferee 1*

Given Name/s ANIL

Family Name POUDEL

*Transferee 2*

Given Name/s SUMINA

Family Name BHANDARI

**5. Manner of Holding**

JOINT PROPRIETORS

**6. Address/s of Transferee/s**

*Address of Transferee*

Unit Street No 17

Street Name HILLERMAN

Street Type ROAD

Locality WOLLERT

State VIC Postcode 3750

**7. Directing Party**

None

**8. Consideration**

\$485,000.00

**9. Signing**

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

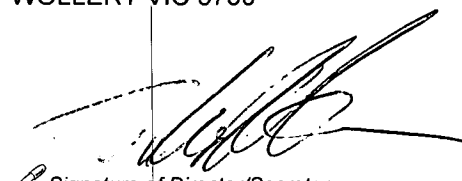
*Transferor*

Executed by PRO-SPEC CONSTRUCTIONS PTY LTD (ACN 132 725 752) by being signed by the person(s) authorised to sign for the company:

Director/Secretary

Full Name: JULIAN DALLOUL

Usual Address: 10 MOMBASSA DRIVE, WOLLERT VIC 3750



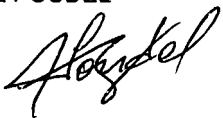
*Signature of Director/Secretary*

# Transfer of Land

Section 45 Transfer of Land Act 1958

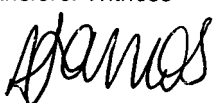
**Privacy Collection Statement**  
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*Transferee 1*  
ANIL POUDEL



*Signature of Transferee*

*Transferor Witness*



*Signature of Witness*

You may lodge this form in two ways:

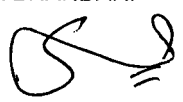
**1. In person**

Land Registration Services  
Land Victoria  
Level 9, 570 Bourke Street  
Melbourne Vic 3000

**2. By mail (extra fee applies)**


Land Registration Services  
Land Victoria  
PO Box 500  
East Melbourne Vic 8002  
Or DX 250639 Melbourne

*Transferee 2*  
SUMINA BHANDARI



*Signature of Transferee*

*Transferor Witness*



*Signature of Witness*

**10. Date**

Date: (DD/MM/YYYY) 04/10/2016

**11. Lodging Party**

Customer Code

Reference

**CBA - MS  
15771K**

*Duty Use Only*

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15/06/2010 \$102.90 173



Section 181

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

**Planning and Environment Act 1987**

Lodged by:

Name: Macpherson+Kelley Lawyers  
Phone: 8615 9900  
Address: Level 22, 114 William Street, Melbourne  
Ref: CLT:197581  
Customer Code: 1161S

**Privacy Collection Statement**  
The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

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

Land: LOTS 3001 + 03041 (b.i) + 1002 to 1004 (b.i) ON PS 633444 & BEING PART OF THE LAND IN CERTIFICATES OF TITLE VOLUME 1112 FOLIOS 765 AND 769 IN NOW = 11210/040 TO 11210/083

Authority:  
**Whittlesea City Council of Ferres Boulevard, South Morang, 3752**

18/6/10

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

A copy of the Agreement is attached to this Application.

Signature for Authority: *David Turnbull*

Name of Officer (print full name):

DAVID TURNBULL

Date: 11.6.10

**AH294279X**

15/06/2010 \$102.90 173



**WHITTLESEA CITY COUNCIL**  
**"Responsible Authority"**

**AVJENNINGS WOLLERT PTY LTD**  
ACN 126 373 082  
**"Owner"**

## **SECTION 173 AGREEMENT**

**Parts of Stage 30, Lyndarum Estate, Wollert**

# herbertgeer

Level 20 385 Bourke Street Melbourne 3000 Australia

Telephone +613 9641 8744

Facsimile +613 9600 4412

Reference SJS:EYG:1341130

Steven Smith

*© Copyright Herbert Geer*

**AH294279X**



**SECTION 173 AGREEMENT**

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**THIS SECTION 173 AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2010.

**BETWEEN** **WHITTLESEA CITY COUNCIL** of 25 Ferres Boulevard, South Morang, Victoria  
"Responsible Authority"

**AND** **AVJENNINGS WOLLERT PTY LTD** ACN 126 373 082 of 6 Lakeside Drive, Burwood East, Victoria  
"Owner"

**ON THE BASIS THAT:**

- A.** The Responsible Authority is responsible for the administration and enforcement of the Planning Scheme pursuant to the Act which applies to the Land.
- B.** The Owner is or is entitled to be the registered proprietor of an estate in fee simple of the Land.
- C.** On 24 August 2009, the Responsible Authority issued the Planning Permit allowing the Land to be subdivided in accordance with the Endorsed Subdivision Plan.
- D.** Condition 20 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition.
- E.** The Parties enter into this Agreement:
  - (i) to give effect to the requirements of the Planning Permit; and
  - (ii) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Land.
- F.** As at the date of this Agreement, the Land is encumbered by Mortgage No. AH141448H. The Mortgagee has consented to the Owner entering into this Agreement in respect of the Land.

**THE PARTIES AGREE THAT:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Agreement:

- Act** means the *Planning and Environment Act 1987 (Vic)* or any modification, amendment or re-enactment of it
- Agreement** means this Section 173 Agreement and any agreement executed by the parties expressed to be supplemental to this agreement
- Business Day** means any day that is not a Saturday or Sunday on which banks are open for general banking business in Melbourne
- Commencement Date** means the date of this Agreement

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<b>Conservation Management Plan</b>	means the 126A and 156A Harvest Home Road, Wollert Conservation Management Plan prepared by AECOM dated 24 November 2009. A copy of the Conservation Management Plan is available for inspection at the Responsible Authority's office during normal business hours upon giving the Responsible Authority reasonable notice
<b>Endorsed Subdivision Plan</b>	means the plan of subdivision 633444G endorsed with the stamp of the Responsible Authority from time to time as the plan which forms part of the Planning Permit. A copy of the Endorsed Subdivision Plan is available for inspection at the Responsible Authority's office during normal business hours upon giving the Responsible Authority reasonable notice
<b>Land</b>	means all of the lots on the Endorsed Subdivision Plan and more particularly comprised in Certificates of Title Volume 11112 Folios 765 and 769
<b>Lot</b>	means a lot on the Land forming part of the Endorsed Subdivision Plan
<b>Mortgagee</b>	means the person registered or entitled from time to time to be registered by the Registrar as Mortgagee of the Land or any part of it
<b>Owner</b>	means the person or persons registered or entitled from time to time to be registered by the Registrar as proprietor or proprietors of an estate in fee simple of the Land or any part of it and includes a mortgagee-in-possession
<b>Party or Parties</b>	means the Owner and the Responsible Authority under this Agreement as appropriate
<b>Planning Permit</b>	means planning permit no. 711479 issued by the City of Whittlesea on 24 August 2009 under the Planning Scheme
<b>Planning Scheme</b>	means the Whittlesea Planning Scheme and any successor instrument or other planning scheme which applies to the Land
<b>Registrar</b>	means the Registrar of Titles, Victorian Land Registry Office
<b>Reserve</b>	means land that is set aside as public open space or for the use of a public authority or the Responsible Authority

1.2 **Interpretation**

In this Agreement unless the contrary intention appears:

- (a) a reference to a person includes a reference to a corporation firm association or other entity and that person's successors in law, and vice versa;

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- (b) the singular includes the plural and vice versa;
- (c) a reference to any gender includes a reference to all other genders;
- (d) a reference to any legislation or to any provision of any legislation includes a reference to any modification or re-enactment of or any provisions substituted for such legislation or provisions;
- (e) an agreement, representation or warranty made by two or more persons is made by them jointly and by each of them severally;
- (f) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (g) if an act required to be done under this Agreement on or by a given day is done after 5:30 pm on that day, it is taken to be done on the following day;
- (h) the obligations of the Owner under this Agreement will take effect as separate and several covenants which are annexed to and run at law and equity with the Land, provided that if the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a Lot is only responsible for those covenants and obligations which relate to that owner's Lot;
- (i) a term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- (j) the introductory clauses to this Agreement are and will be deemed to form part of this Agreement.

### 1.3 **Headings**

Headings are inserted for convenience only and do not affect the interpretation of this Agreement.

## 2. **SECTION 173 AGREEMENT**

Without limiting the operation or effect which this Agreement otherwise has, the Responsible Authority and the Owner acknowledge that this Agreement is made as a deed pursuant to the provisions of section 173 of the Act and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Land may be used and developed pursuant to the Planning Permit.

## 3. **OPERATION OF THE AGREEMENT**

### 3.1 **Agreement runs with the Land**

This Agreement is deemed to come into force and effect as at the Commencement Date and the benefit and burden of this Agreement shall run at law and in equity with and be annexed to the Land.



**3.2 Planning Objectives**

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme and any matters incidental thereto.

**3.3 Binding Covenants**

The obligations of the Owner under this Agreement will take effect as separate and several covenants which shall be annexed to and run at law and equity with the Land to bind the Owner and each successor, assign or transferee of the Owner, the registered proprietor, the mortgagee-in-possession and the beneficial owner for the time being of the Land and every part of the Land.

**4. SUCCESSORS IN TITLE**

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

- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- (b) execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if, in addition to the Owner's name, the successor's name appears in each clause in which the Owner's name appears.

**5. OWNERS' COVENANTS**

The Owner covenants and agrees that:

- (a) the Owner must, at no cost to the Responsible Authority and to the satisfaction of the Responsible Authority, implement on a progressive basis the recommendations and requirements contained in sections 2, 3, 4 and 5 of the Conservation Management Plan as it relates to the development of the Land; and
- (b) the maintenance and management regimes to be used by the Owner to achieve compliance with **Clause 5(a)** must be those contained in the Conservation Management Plan.

**6. REGISTRATION OF AGREEMENT**

The Owner agrees that it will:

- (a) do all things necessary to give effect to this Agreement; and
- (b) consent to the Responsible Authority making application to the Registrar to make a recording of this Agreement in the register on the certificates of title of the Land in accordance with section 181 of the Act; and do all things necessary to enable the Responsible Authority to do so including signing any further agreement, acknowledgment or documents procuring the

consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the register under that section.

**7. NOTICE OF AGREEMENT**

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

**8. NO INTEREST**

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

**9. NO RESTRICTION**

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

**10. FURTHER ASSURANCES**

Each of the Parties to this Agreement must sign and execute all such further documents and deeds and do all acts and things as the other party reasonably requires to effect the terms and conditions contained in this Agreement.

**11. NOTICES**

11.1 Any notice given under this Agreement must be in writing and must be signed by the Party giving the notice or any authorised officer of that Party.

11.2 Unless and until a Party provides notice of a different address or facsimile number to the other Parties to this Agreement, its address for service of notices shall be as stated in this Agreement.

11.3 Unless a later time is specified in a notice, the notice takes effect from the time it is received. A notice is taken to be received:

- (a) in the case of a notice delivered by hand, when so delivered;
- (b) in the case of a notice sent by pre-paid post, on the second clear Business Day after the date of posting; and
- (c) in the case of a notice sent by facsimile, upon the receipt by the sender of a transmission report from the despatching facsimile machine which confirms



that all of the pages comprised in the notice have been successfully sent to the receiving Party's facsimile number.

**12. ENDING OF AGREEMENT**

12.1 The Parties agree that this Agreement ends, in accordance with section 177 of the Act, on the date upon which the Responsible Authority reasonably determines and notifies the Owner in writing that the Owner has complied with all of its obligations under this Agreement or the date upon which the Responsible Authority notifies the Owner in writing that the Responsible Authority no longer requires the Owner to perform such obligations.

12.2 As soon as reasonably practicable after this Agreement ends pursuant to **Clause 12.1**, the Responsible Authority will at the request and cost of the Owner make an application under section 183(2) of the Act to cancel the recoding of this Agreement on the register.

**13. MISCELLANEOUS**

**13.1 Costs and Stamp Duty**

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

**13.2 Entire Understanding**

This Agreement supersedes all prior representations, arrangements, understandings and agreements between the Parties relating to the subject matter of this Agreement and sets forth the entire and exclusive agreement and understanding between the Parties relating to the subject matter of this Agreement.

**13.3 Successors and Assigns**

This Agreement shall enure to the benefit of and be binding upon each of the Parties and their respective successors and authorised assigns.

**13.4 No Waiver or Variation**

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

**13.5 Severance**

If any provision of this Agreement is judged invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, such invalidity or unenforceability (unless deletion of such provision would materially adversely affect one of the Parties) will not affect the operation or interpretation of any other provision of this Agreement to the extent that the invalid or unenforceable provision will be treated as



severed from this Agreement and the other provisions of this Agreement will remain operative.

**13.6 Recitals**

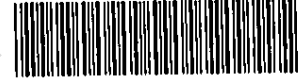
The Parties acknowledge that the recitals are true and correct and form part of this Agreement.

**13.7 Governing Law and Jurisdiction**

This Agreement shall be construed in accordance with and shall be governed by the laws in force in the State of Victoria. Each of the Parties irrevocably submits to and accepts the exclusive jurisdiction of any of the Courts of the State of Victoria or the Commonwealth of Australia and any courts of appeal from these courts.

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EXECUTED as a DEED

SIGNED by and on behalf, and with the authority, of the WHITTLESEA CITY COUNCIL by DAVID TURNBULL in the exercise of a power conferred by an Instrument of Delegation, in the presence of:

[Handwritten signature of David Turnbull]

Witness: [Handwritten signature]

SIGNED by PETER HOOD as attorney for AVJENNINGS WOLLERT PTY LTD ACN 126 373 082 under power of attorney dated 25 MAY 2010 in the presence of:

[Handwritten signature]

By executing this Agreement the attorney states that the attorney has received no notice of revocation of the power of attorney

Signature of Witness: [Handwritten signature]

Print name: NICK ELLIOTT

United Overseas Bank Ltd as Mortgagee of registered mortgage No. AH141448H consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes the Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Signed by Peter Henry Mackinlay as attorney for United Overseas Bank Limited ABN 56 060 785 284 under power of attorney dated 1st August 2003 in the presence of

[Handwritten signature of Peter Henry Mackinlay]

Peter Henry Mackinlay

[Handwritten signature of witness]

Ronald Samuel Johnston

Name of witness (print)



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

Mortgage Form version 1.5

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

Produced 15/05/2025 07:06:03 PM

Status	Registered	Dealing Number	AX482409A
Date and Time Lodged	24/11/2023 11:04:02 AM		

### Lodger Details

Lodger Code	16165A
Name	AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Address	
Lodger Box	
Phone	
Email	
Reference	801671647

## MORTGAGE

Jurisdiction	VICTORIA
--------------	----------

### Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

### Estate and/or Interest being mortgaged

FEE SIMPLE

### Land Title Reference

11651/268

### Mortgagor

Given Name(s)	ANIL
Family Name	POUDEL
Given Name(s)	SUMINA
Family Name	BHANDARI

### Mortgagee

Name	AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
ACN	005357522
Australian Credit Licence	234527
Address	
Property Name	ANZ CENTRE
Floor Type	LEVEL



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

Mortgage Form version 1.5

Floor Number 9  
Street Number 833  
Street Name COLLINS  
Street Type STREET  
Locality DOCKLANDS  
State VIC  
Postcode 3008

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

### Terms and Conditions of this Mortgage

(a) Document Reference AA3705  
(b) Additional terms and conditions NIL

### Mortgagee Execution

1. The Certifier has retained the evidence supporting this Registry Instrument or Document.
2. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.
3. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:
  - (a) has taken reasonable steps to verify the identity of the mortgagor or his, her or its administrator or attorney; and
  - (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.

Executed on behalf of	AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Signer Name	KEERTHANA S
Signer Organisation	AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Signer Role	AUTHORISED SIGNATORY
Execution Date	15 NOVEMBER 2023

### File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

# Imaged Document Cover Sheet

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Section 181

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

**Planning and Environment Act 1987**

Lodged by:

Name: Mills Oakley Lawyers

Phone: (03) 9670 9111

Address: Level 4, 121 William Street, Melbourne VIC 3000

Ref: Customer Code: 13223E

**Privacy Collection Statement**

The information under this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

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

Land: Certificates of Title Volume 6561 Folio 099 and Volume 10790 Folio 858.

Authority: Whittlesea City Council of Municipal Offices, 25 Ferres Boulevard, South Morang, Victoria, 3752

Section and Act Under which Agreement made: Section 173 of the Planning and Environment Act 1987

A copy of the Agreement is attached to this Application.

Signature for Authority:

Name of Officer:

DAVID TURNBULL (print full name)

Date:

28 - 11 - 2008.

**AG231554R** ||||

04/12/2008 \$99.90 173



Date 28/11/2008

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

## **Agreement under Section 173 of the Planning and Environment Act 1987**

**Subject Land: Epping North East Local Structure Plan Area**

**Purpose: Transfer of Regional Open Space**

**Whittlesea City Council**

and

**AV Jennings Properties SPV No. 5 Pty Limited**

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04/12/2008 \$99.90 173  


# Agreement under Section 173 of the Planning and Environment Act 1987

DATE 28/11/2008

AG231554R



BETWEEN

**WHITTLESEA CITY COUNCIL**  
of Municipal Offices, Ferres Boulevard, South Morang

(Council)

AND

**AV JENNINGS PROPERTIES SPV No. 5 PTY LIMITED ACN 126373082**  
of 6 Lakeside Drive, Burwood East, Melbourne, 3151

(Owner)

## RECITALS

- A. Council is the Planning Authority pursuant to the Act for the Amendment.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. The Subject Land is part of the Epping North Growth Area which is to be developed for urban purposes generally in accordance with the Epping North Strategic Plan.
- D. The Epping North East Local Structure Plan identifies land which is required for the purpose of regional public open space and road widening. The Owner owns certain land required for regional public open space and road widening and has agreed with Council to transfer the required land to Council on the terms and conditions set out in this Agreement.
- E. The parties enter into this Agreement to achieve and advance the objectives of planning in Victoria and in particular the objectives of the Planning Scheme in respect of the Subject Land.

## THE PARTIES AGREE

### 1. DEFINITIONS

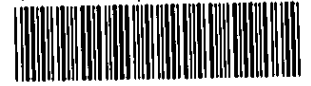
In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

**Act** means the *Planning and Environment Act 1987*.

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

**Amendment** means Amendment C81 (Part 1) to the Planning Scheme.

**Approval Date** is the date on which a notice of approval of the Amendment is published in the Government Gazette.



**Corner Land** means the land described in clause 3.4 of this Agreement.

**Development Plan** means the development plan approved by the Council pursuant to Schedule 21 to the Development Plan Overlay of the Planning Scheme.

**Easement Land** means approximately 4.92 hectares of encumbered land within the transmission of electricity Easement Registered number D983798 as marked "AB" on the plan at Annexure A and referred to as "Transmission Easement" on that Plan.

**Epping North East Local Structure Plan Development Contributions Plan** means the Epping North East Local Structure Plan Development Contributions Plan incorporated into the Scheme.

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

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

**Party or Parties** means the Owner and Council under this Agreement as appropriate.

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

**Plan of Subdivision** means a plan of subdivision relating to the Subject Land which is not a procedural plan but a plan that upon registration creates an additional lot which can be disposed of separately and is intended to be used for a dwelling or which is intended to be re-subdivided.

**Regional Open Space Land** means not less than 15.35 hectares of unencumbered land for regional active open space as marked "AC" on the plan at Annexure A and referred to as "Active Open Space – Regional" on that Plan.

**Road Widening Land** means subject at all times to the provisions of Clause 3.6, not more than 0.56 hectares of land for road widening of Harvest Home Road as shown "cross-hatched" on the plan at Annexure A and marked as Harvest Home Road Widening on that Plan.

**Subject Land** means the land referred to or described in the Certificate(s) of Title set out in Schedule 1 to this Agreement and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

**2. INTERPRETATION**

In this Agreement unless the context admits otherwise:

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

- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to a clause is a reference to a clause in this Agreement.
- 2.7 A reference to a Schedule is a reference to a Schedule to this Agreement.
- 2.8 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.9 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.10 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

**3. DEVELOPMENT CONTRIBUTIONS**

---

The Owner covenants and agrees:

**3.1 Land transfers**

3.1.1 the Owner must transfer to or vest in Council the following land:

- the Regional Open Space Land;
- the Road Widening Land; and
- the Easement Land –

in accordance with this Agreement.



**3.2 Timing of land transfer**

3.2.1 unless Council and the Owner agree on a different timetable, each of the land areas described in clause 3.1.1 of this Agreement must be transferred to or vested in Council:

- within 6 months of the Approval Date; or
- contemporaneously with the registration of a Plan of Subdivision which includes the relevant land area

whichever occurs first;



**3.3 Passive Public Open Space**

3.3.1 Notwithstanding anything in this Agreement a contribution for Passive Open Space purposes as envisaged under Clause 52.01 of the Planning Scheme must be provided either in cash or as land or as a combination of them generally in accordance with the Passive Open Space identified in the Epping North East Local Structure Plan and the Epping North East Local Structure Plan Development Contributions Plan; and

3.3.2 Where any part of the Passive Open Space Contribution is to be paid in cash, the site value of land for the purpose of ascertaining the required monetary amount of the cash contribution shall be deemed to be \$500,000.00 per hectare.

**3.4 Corner Land**

3.4.1 that part of the Subject Land which is located on the north west corner of Harvest Home Road and Epping Road comprising an area of not more than 0.5 hectares must be used as a Restaurant as defined in the Land Use Terms clause of the Planning Scheme and for no other purpose. The Owner further acknowledges and agrees that the Corner Land must not be used for a Convenience Restaurant or a Take Away Food Premises as those Land Use Terms are defined in the Planning Scheme as in force at the date of this Agreement.

3.4.2 the design of the Restaurant on the Corner Land should: -

- be architecturally designed and address Epping Road and Harvest Home Road;
- have its car park located behind the Restaurant; and
- where possible, share access point/s with the Regional Open Space Land -

to the satisfaction of Council;

**3.5 Lower order infrastructure**

nothing in this Agreement affects the obligations of the Owner to provide the Lower Order Infrastructure items described in Schedule 2 which must be provided by the Owner as part of the urban development of the Subject Land.

**3.6 Road Widening Land**

3.6.1 the defined area of the Road Widening Land is based upon the assumption that the parcel of land in Certificate of Title Volume 6561 Folio 099 has a frontage abutting Harvest Home Road of 404 metres. In the event of a licensed surveyor identifying that assumption to be incorrect the area of the Road Widening Land is to be recalculated by application of the following formula:

$$14 \times \text{length of frontage to Harvest Home Road of the parcel of land in Certificate of Title Volume 6561 Folio 099} = \text{Road Widening Land area.}$$

- 3.6.2 the recalculated area of the Road Widening Land under clause 3.6.1 is then to be substituted for the area for Road Widening Land as defined in clause 1 of this Agreement.

#### **4. COUNCIL ACKNOWLEDGEMENT**

---

Council acknowledges and agrees:

- 4.1 the transfer or vesting of each of the land areas described in clause 3.1.1 of this Agreement satisfies in full the obligations that would otherwise accrue to the Owner to make development contributions under the approved Epping North East Local Structure Plan Development Contributions Plan and under clause 3 (d) of Section 173 Agreement Registered No. AC707470G other than for passive public open space as referred to in Clause 3.3 of this Agreement;
- 4.2 subject to the final location and design being approved by Council which approval is not to be unreasonably withheld, the Owner may construct roads along and within the north eastern boundary of the Easement Land and lay services across the Easement Land;
- 4.3 that the location of the Regional Open Space Land as shown in the plan at Annexure A is approximate and reflects current expectations of the Council and the Owner and is subject to finalisation in both size and precise location at the time Council is approving the Development Plan for the Subject Land;
- 4.4 after each of the land areas described in clause 3.1.1 has been transferred to or vested in Council the obligation to maintain that Land at all times in a good, tidy and presentable condition will be that of the Council; and
- 4.5 that nothing in this Agreement effects or limits the right of the Owner to receive from Council reimbursement for costs incurred by it when undertaking the construction of any item of infrastructure the provision of which is covered by the Epping North East Local Structure Plan Development Contributions Plan.

#### **5. FURTHER OBLIGATIONS OF THE OWNER**

---

##### **5.1 Notice and registration**

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

##### **5.2 Further actions**

The Owner further covenants and agrees that:

- 5.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 5.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or

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04/12/2008 \$99.90 173



procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

**5.3 Council's costs to be paid**

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

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

---

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed for specified purposes.

**7. OWNER'S WARRANTIES**

---

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

**8. SUCCESSORS IN TITLE**

---

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

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

**9. GENERAL MATTERS**

---

**9.1 Notices**

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

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

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AG231554R



## 9.2 Service of Notice

A notice or other communication is deemed served:

- 9.2.1 if delivered, on the next following business day;
- 9.2.2 if posted, on the expiration of 7 business days after the date of posting; or
- 9.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

## 9.3 No Waiver

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

## 9.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

## 9.5 No Fettering of Council's Powers

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

## 10. GOODS AND SERVICES TAX

---

- 10.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.
- 10.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 10.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 10.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 10.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 10.3.

## 11. COMMENCEMENT OF AGREEMENT

---

Unless otherwise provided in this Agreement, this Agreement commences from the Approval Date.

**12. ENDING OF AGREEMENT**

- 12.1 This Agreement ends as against all of the Subject Land except the Corner Land when the Owner has complied with all of the obligations imposed on the Owner under this Agreement and both Council and the Owner agree that the Agreement can be removed from the title to the Subject Land.
- 12.2 If any part of the Subject Land is subdivided the Council and the Owner may agree that this Agreement is no longer required in relation to one or more particular allotments shown on the Plan of Subdivision and that:
  - 12.2.1 the Agreement will end in relation to that allotment; and
  - 12.2.2 a recording of the Agreement is not required to be registered on any subsequent certificate of title generated for that allotment.
- 12.3 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

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

The Common Seal of the Whittlesea City Council was hereunto affixed in the presence of:

*[Signature]*  
..... Chief Executive Officer

**AG231554R**



Executed by AV JENNINGS PROPERTIES SPV NO. 5 PTY LIMITED ACN 126 373 082 by its Attorney PETER VLITAS under Power of Attorney dated 21 April 2008 who certifies that he has received no notice of revocation and in the presence of:

*[Signature]*  
..... Witness  
*[Signature]*  
..... ANTHONY GEORGE  
Peter Vlitas

**Mortgagee's Consent**

BOS International (Australia) Ltd as Mortgagee of registered mortgage No. AF341762D consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.



ROB MOULDEN  
DIRECTOR.

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## Schedule 1

---

### Certificates of Title comprising the Subject Land

Firstly, Lot 1 on Title Plan No. TP832702N being the land contained in Certificate of Title Volume 6561 Folio 099.

Secondly, Lot 1 on Plan of Subdivision No. PS519651P being the land contained in Certificate of Title Volume 10790 Folio 858.

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## Schedule 2

---

### Lower Order Infrastructure Items

Lower Order Infrastructure items include:

- all internal roads and associated traffic management measures except those items specifically included in the Epping North East Local Structure Plan Development Contributions Plan
- internal flood mitigation works;
- local drainage systems;
- main drainage works except those specifically included in the Epping North East Local Structure Plan Development Contributions Plan ;
- water, sewerage, underground power, gas and telecommunications services;
- local pathways and connections to the regional or district pathway network;
- basic levelling, water tapping and landscaping of public open space except those specifically included in the Epping North East Local Structure Plan Development Contributions Plan;
- public open space improvements and any agreed associated works.
- other works not specifically included in the Epping North East Local Structure Plan Development Contributions Plan.

**AG231554R**

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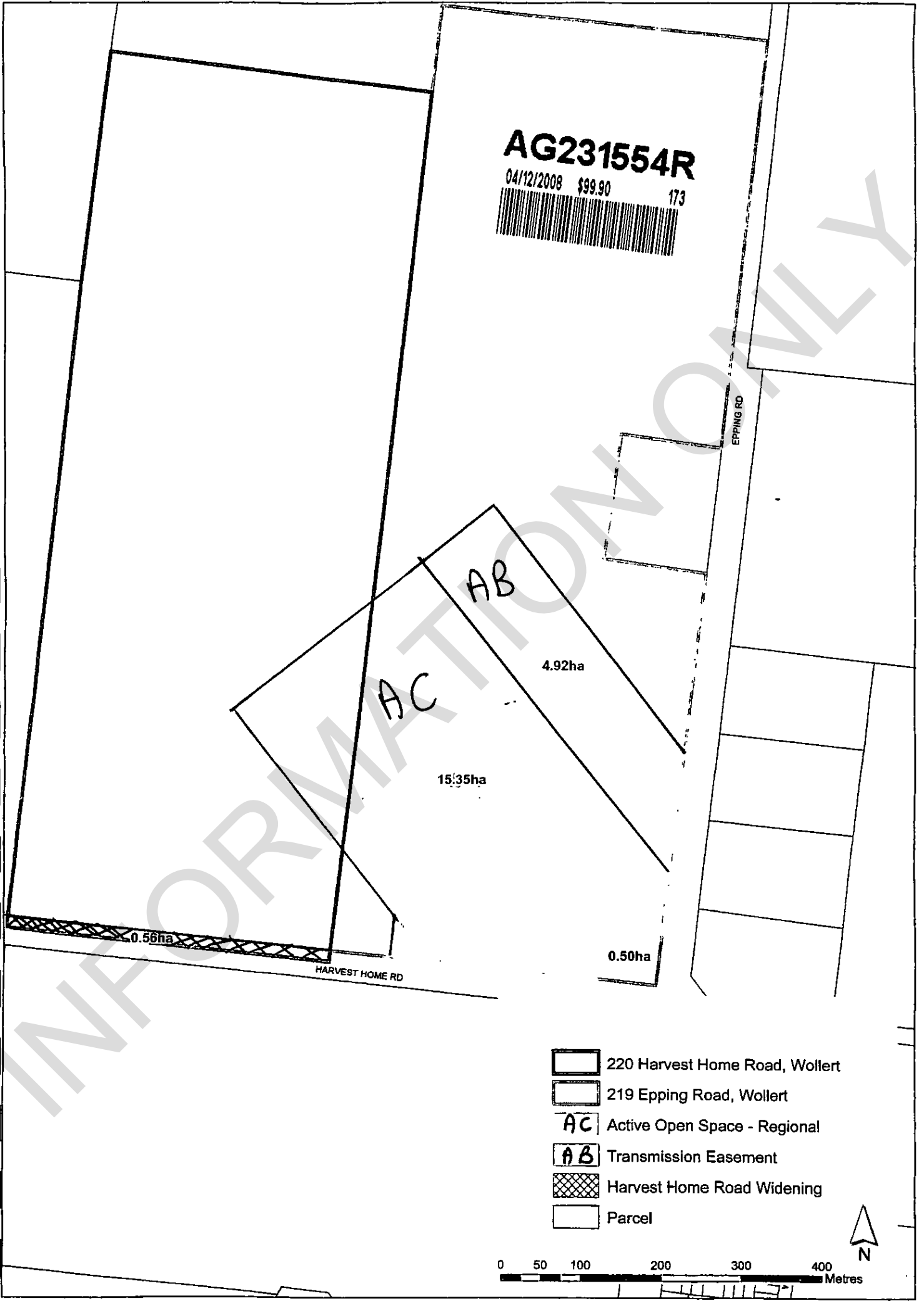
ANNEXURE "A"

INFORMATION ONLY

**AG231554R**

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**AG231554R**

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[Barcode]

AC

AB

4.92ha

15.35ha

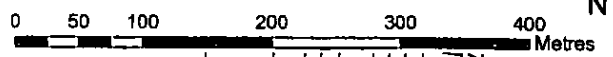
0.56ha

0.50ha

HARVEST HOME RD

EPHING RD

-  220 Harvest Home Road, Wollert
-  219 Epping Road, Wollert
-  Active Open Space - Regional
-  Transmission Easement
-  Harvest Home Road Widening
-  Parcel



# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
Document Identification	<b>AC707470G</b>
Number of Pages (excluding this cover sheet)	<b>7</b>
Document Assembled	<b>15/05/2025 19:06</b>

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FORM 13

AC707470G

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Schedule 1 of the *Planning and Environment Regulations 199*

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

s. 181 (1)

*Planning and Environment Act 1987*

Lodged at the Land Titles Office by:

Name: BEST HOOPER

Phone: 9670 8951

Address: 563 Little Lonsdale Street, Melbourne

Ref: TVR:KW:01051423

Customer Code: 0485 U

The Authority having made an Agreement requires a recording to be made in the Register for the land.

Land: Certificate of Title Volume 4996 Folio 156 and Volume 8255 Folio 532 being land otherwise described as 235 Epping Road, Wollert.

Authority: City of Whittlesea Council

Section and Act under which Agreement made:

Section 173 Planning and Environment Act 1987

A copy of the Agreement is attached to this Application.

Signature for the Authority: *[Handwritten Signature]*

Name of Officer: DAVID TURNBULL

Position Held: A/CEO

Dated: 25/2/2004



*[Handwritten initials]*

THIS AGREEMENT made the 26 day of February 2004

**BETWEEN**

**CITY OF WHITTLESEA COUNCIL** of Ferres Boulevard, South Morang in the State of Victoria (hereinafter called "the Council") of the first part

**AND**

**IVAN ANDREW COTCHIN** and **SUSAN COTCHIN** of 235 Epping Road, Wollert in the State of Victoria (hereinafter called "the Owners") of the second part

**WHEREAS:**

- A. The Owners are the registered proprietors of the land contained in Certificates of Title Volume 4996 Folio 156 and Volume 8255 Folio 532 situated at 235 Epping Road, Wollert ("the land").
- B. The Owners are subdividing the land into two lots.
- C. The Council in exercising its powers and jurisdictions pursuant to the Local Government Act 1989 (hereinafter called "the Act") wishes to create environmental protection for the service road or access control for Lot 2 on the Plan of Subdivision.
- D. The Council has advised the Owners that they must enter into this agreement prior to the issue of a Statement of Compliance.

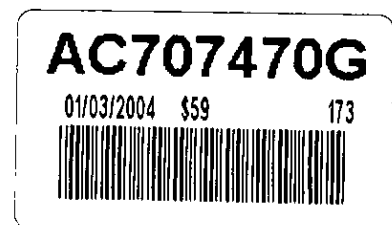
E. The parties enter into this agreement:-

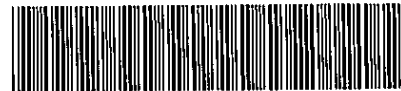


- (a) to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect to the land and the vicinity thereof;
- (b) to comply with the condition 3 of the permit;

**NOW THIS AGREEMENT WITNESSETH AND THE PARTIES AGREE AND COVENANT AS FOLLOWS:-**

- 1. Without limiting the operation or effect which this agreement otherwise has, the parties hereto acknowledge that this agreement is made pursuant to the provisions of Section 173 of the Planning & Environment Act 1987.





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2. This agreement shall come into force immediately upon the execution of both parties hereto and shall only run with the land contained in Plan of Subdivision No. 519651P ("the said Plan of Subdivision"). A copy of the said Plan of Subdivision is annexed hereto.
  
3. The Owners covenant and agrees that:-
  - (a) the Owners must set aside land on Lot 2 of the said Plan of Subdivision fronting Epping Road for the purpose of provision for the continuation of a service road passing the frontage of the said Lot 2 or other form of access control as may be required by VicRoads, the Council or other responsible authority;
  - (b) the area of land required for such service road or access control shall be made available by the Owners to VicRoads, the Council or other responsible authority without payment to the Owners upon receiving not less than ninety days notice in writing to the Owners;
  - (c) the cost of preparation, execution and registration of this Agreement shall be paid for by the Owners.
  - (d) the Transferee of Lot 1 from the Owners on the said Plan of Subdivision must upon the further subdivision of that Lot contribute to or offset the cost of road widening and or construction:-
    - (i) of the road designated "Road" along Harvest Home Road shown as R1 on the said Plan of Subdivision having an area of 5691 m<sup>2</sup> ("the contribution");
    - (ii) the value of the contribution to be paid by the Transferee shall be the rate per hectare set out in the DCP affecting the subject land and indexed by the appropriate mechanism as set out in the DCP;
    - (iii) if Council requires an offset, it will be offset against the first requirement for a developer contribution payable for the further development of Lot 1.
  
4. The parties shall do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to enter a memorandum of this agreement on the said Certificates of Title in accordance with Section 181 of the Planning & Environment Act 1987.

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5. The Owners warrant and covenant that:-

- (a) they are the registered proprietors and beneficial owners of the land;
- (b) there are no mortgages or other rights inherent in any person affecting the said Lot 2 and not disclosed by the usual searches;
- (c) the land or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights, or encumbrances mentioned in Section 42 Transfer of Land Act 1958.

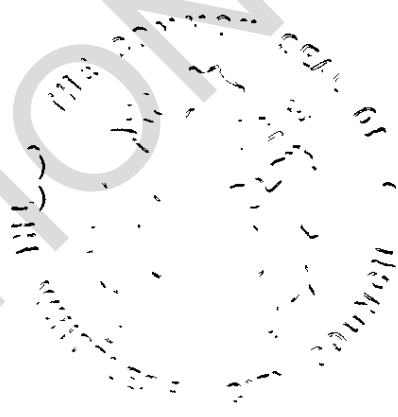
6. The Owners shall not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the said Lot 2 or any part thereof without first disclosing to their successors the existence and nature of this agreement.

IN WITNESS WHEREOF:-

THE COMMON SEAL of WHITTLESEA CITY COUNCIL is affixed in the presence of:

*[Handwritten signature]*

Chief Executive Officer



SIGNED by the said IVAN ANDREW COTCHIN and SUSAN COTCHIN in the presence of:

)  
)  
*[Handwritten signature]*

IVAN ANDREW COTCHIN

*[Handwritten signature]*

Witness

*[Handwritten signature]*

SUSAN COTCHIN

*[Handwritten signature]*

Witness



DAC707470G-4-4

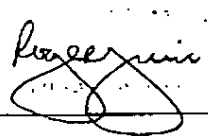
AC707470G

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<b>PLAN OF SUBDIVISION</b>	Stage No. /	LR use only <b>EDITION</b>	Plan Number <b>PS 519651P</b>
Location of Land Parish: WOLLERT Township: - Section: 11 Crown Allotment: - Crown Portion: 4 (PART) Title References C/T VOL 8255 FOL 532 C/T VOL 4996 FOL 156 Last Plan Reference: Lot 1 TP 242823P Lot 1 TP 342135E Postal Address: 235 EPPING ROAD (At time of subdivision) WOLLERT 3750 AMG Co-ordinates: E 325 800 (Of approx. centre of plan) N 5 834 700 Zone 55	Council Certification and Endorsement Council Name: WHITTLESEA CITY COUNCIL Ref: 1. This Plan is certified under Section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988 Date of original certification under section 6 ..... 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under Section 18 Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council delegate Council seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988. Council delegate Council seal Date / /		
Vesting of Roads or Reserves			
Identifier	Council/Body/Person		
ROAD R-1	WHITTLESEA CITY COUNCIL		

**Notations**



Depth Limitations: DOES NOT APPLY	Staging: This is not a staged subdivision Planning permit No.
605499 2 15/10/2003 15/10/2003 	Survey: This plan is based on survey (To be completed where applicable) This survey has been connected to permanent mark no(s). In Proclaimed Survey Area no. -



**Easement Information**

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					LR use only
Statement of compliance/ Exemption Statement					Received <input type="checkbox"/>  Date: / /
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of	
E-1	Transmission of Electricity	See Diag.	C/E 983798	S.E.C.V.	LR use only PLAN REGISTERED TIME Date: / /  Assistant Registrar of Titles.
NOTE: THIS PLAN HAS BEEN PREPARED FOR CONTRACT PURPOSES AND SUBMISSION OF APPLICATIONS TO COUNCIL FOR A PLANNING PERMIT & CERTIFICATION. THIS PLAN MAY BE SUBJECT TO VARIATIONS IN EASEMENTS, LOT BOUNDARIES AND THE ADDITION OF A BODY CORPORATE AS REQUIRED BY RELEVANT STATUTORY AUTHORITIES. COOMES CONSULTING GROUP PTY. LTD. CANNOT BE HELD RESPONSIBLE FOR ANY SUCH FUTURE CHANGES.					

Sheet 1 of 2 Sheets

Engineering & Surveying Town Planning & Design Project Management Landscape Architecture Environmental Science Agricultural Engineering	 Consulting Group Pty Ltd 24 Adcock Road South Melbourne Vic 3205 Australia ACH 828 82111 Tel: 01 92943 7888 Fax: 01 29973 7779 Email: coomes@coomes.com.au Web: www.coomes.com.au	LICENSED SURVEYOR (PRINT) Terry J. Dawson SIGNATURE ..... DATE / / REF: 130708SV00 VERSION 2 FILE NAME: 130708SV00.dwg P&L LOCATION: P: 118130708113070828151.dwg LAYOUT NAME: Sheet 1 SAVE DATE: TUE, 17 Jun 2003 13:34:51 SAVE BY: mawson	AC707470G 01/03/2004 \$59 173 
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# PLAN OF SUBDIVISION

Stage No  
/

Plan Number  
**PS 519651P**



## CRAIGIEBURN EAST ROAD

### SEC 11

### SEC 12

46-77ha

125-01  
127-84  
2-023ha  
160-03

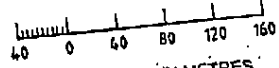
ROAD  
5691m<sup>2</sup>  
R-1

ROAD

EPHING

## HARVEST HOME ROAD

SCALE



ORIGINAL  
SCALE SHEET  
SIZE  
1:4,000  
A3

LICENSED SURVEYOR: Terry J. Mawson  
SIGNATURE: [Signature] DATE: 28/10/03  
REF: 130708SV00 VERSION 3  
FILE NAME: 130708SV00.dwg  
FILE LOCATION: R:\130708\130708-2\130708-2.dwg  
LAYOUT NAME: Sheet 2  
SAVE DATE: Thu, 28 Oct 2003 16:30 LAST SAVED BY: Mawson

Sheet  
DATE  
COUN  
SIGN  
Or

Engineering & Surveying  
Town Planning & Design  
Project Management  
**Coomes**  
Consulting Group Pty Ltd  
1200 South Street, Melbourne, Vic 3006, Australia

**DATED:**

**2004**

---

**CITY OF  
WHITTLESEA COUNCIL**

and

**IVAN ANDREW COTCHIN  
and SUSAN COTCHIN**

---

**AGREEMENT**

---

**BEST HOOPER  
Solicitors  
563 Little Lonsdale Street  
MELBOURNE VIC 3000**

Ph: 9670 8951  
Fax: 9670 2954  
DX: 38215, Flagstaff  
Ref: TVR:KW:01051423



**DAC707470G-7-9**

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16/12/2013 \$113 173



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

Lodged by:

Name: Norton Rose Fulbright Australia  
Phone: 8686 6000  
Address: RACV Tower, 485 Bourke Street, Melbourne  
Ref: 2805332  
Customer Code: 1724X

**Privacy Collection Statement**  
The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

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

Land: Certificate of Title Volume 11449 Folio 529

Authority or council: Melbourne Water Corporation

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

A copy of the agreement is attached to this application

Date:

Signed: *Jane Barton*

Name: JANE BARTON

Office held: *Legal Counsel  
& Corporate Secretary*

KEEP

^  
NORTON ROSE FULBRIGHT

**AK787371M**

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Dated 2013

## Planning Agreement

Parties

**Melbourne Water Corporation**

ABN 81 945 386 953

**AVJennings Wollert Pty Ltd**

ACN 126 373 082

Elisa de Wit  
Norton Rose Fulbright Australia  
RACV Tower, 485 Bourke Street  
Melbourne VIC 3000  
Tel: +61 (0)3 8686 6000  
nortonrosefulbright.com  
Our ref: EDW-FXR:2805332

AK787371M

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**Deed** dated  
*Act 1987 (Act)*

under section 173 of the *Planning and Environment*

**Parties:** **Melbourne Water Corporation**  
of 990 Latrobe Street, Docklands in the State of Victoria  
(**Melbourne Water**)

**AVJennings Wollert Pty Ltd**  
of Level 4, 108 Power Street, Hawthorn in the State of Victoria  
(**Owner**)

## Introduction

- A. Pursuant to section 21A of the *Subdivision Act 1988* (Vic), Melbourne Water is the responsible authority for the Agreement.
- B. The Owner is the registered proprietor or entitled to be registered as the proprietor of an estate in fee simple of the Land.
- C. The Land is subject to registered mortgage no. AH141448H in favour of the Mortgagee.
- D. The Mortgagee has consented to the Owner entering into this Agreement.
- E. On 24 August 2009, Council issued the Planning Permit.
- F. This Agreement arises from the requirements of condition 63 of the Planning Permit.
- G. Condition 63 on the Planning Permit provides as follows:

*Prior to certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivisions Act 1988.*

- H. On 21 October 2013 pursuant to condition 63 of the Planning Permit, the Owner referred the Plan of Subdivision to Melbourne Water.
- I. On 4 November 2013, Melbourne Water provided the Owner with an Offer of Proposed Conditions of Agreement applicable to the subdivision of the Land (**Conditions of Agreement**) as per the Plan of Subdivision. The Owner accepted the Conditions of Agreement on 12 November 2013.
- J. The conditions of Agreement provided as follows:

*Prior to the commencement of works, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation for the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage systems and waterways, the provision of drainage works and other matters in accordance with the statutory powers of Melbourne Water Corporation.*

*Prior to a Statement of Compliance being issued for the subdivision either:*

- (a) *A Section 173 agreement must be executed and registered on the title of the Retirement Village (lot 1031) to provide for the staging of the contributions payments. All legal costs associated with the Section 173 must be borne by the Owner; or*

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(b) Contributions for the Retirement Village (lot 1031) must be paid in full.

K. The Conditions of Agreement provided that the amount of Drainage Contributions as at 25 October 2013 were as follows:

<b>Drainage Contributions</b>	
<b>Scheme: Findon Creek DS</b>	
<b>Rate Type: Residential – High Density Hydraulic</b> 6.1630 ha @ \$65,006/ha	\$400,632.00
<b>Scheme Storm Water Quality</b> 6.1630 ha @ \$22,063/ha	\$135,974.00
<b>General Storm Water Quality</b> 6.1630 ha @ \$0/ha	\$0.00
<b>Total</b>	
Total Amount	\$536,606.00
Processing Charge	\$0.00
Total excluding GST	\$536,606.00
GST	\$0.00
<b>Total Payable</b>	<b>\$536,606.00</b>

L. The parties enter into this Agreement to facilitate the requirements referred to in Recitals J and K above.

**It is agreed**

**1 Definitions and interpretation**

**1.1 Definitions**

In this Agreement:

- 1) **Act** means the *Planning and Environment Act 1987* (Vic);
- 2) **Agreement** means this document and any agreement executed by the parties expressed to be supplemental to this document;
- 3) **Drainage Contributions** means hydraulic and storm water quality contributions relating to the Land;
- 4) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended) from time to time;

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- 5) **Land** means the land described in certificate of title volume 11449 folio 529 (Lot 1023 on Plan of Subdivision 701078D) and generally known as 40A Monaco Circuit and 205 Epping Road, Wollert in the state of Victoria;
- 6) **Lot 1031** means lot 1031 on the Plan of Subdivision;
- 7) **Melbourne Water** means Melbourne Water Corporation (ABN 81 945 386 953) and includes its agents, officers, employees, servants, workers and contractors;
- 8) **Mortgagee** means United Overseas Bank Ltd being the person registered or entitled to be registered as the mortgagee of the Land or any part of it;
- 9) **Owner** means the person or persons registered or entitled to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it and includes a mortgagee in possession;
- 10) **Plan of Subdivision** means the Plan of Subdivision attached to this Agreement at Annexure 1;
- 11) **Planning Permit** means Planning Permit number 711479 dated 24 August 2009 for a multi lot subdivision (Lyndarum Wollert Stages 30-43), the creation of access to land adjacent to a Road Zone Category 1, the removal of dry stone walls and demolition of buildings, the construction of one dwelling on each lot affected by the Heritage Overlay and the construction of one dwelling on each lot less than 300 m<sup>2</sup> in area including any plans endorsed under it;
- 12) **Planning Scheme** means the Whittlesea Planning Scheme and any successor instrument or other planning scheme which applies to the Land;
- 13) **Council** means the Whittlesea City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors; and
- 14) **Tribunal** means the Victorian Civil and Administrative Tribunal.

## 1.2 Interpretation

- 1) Reference to:
  - a) one gender includes the others;
  - b) the singular includes the plural and the plural includes the singular;
  - c) a person includes a body corporate;
  - d) a party includes the party's executors, administrators, successors and permitted assigns;
  - e) a thing includes the whole and each part of it separately;
  - f) a statute, regulation, code or other law or a provision of any of them includes:
    - i. any amendment or replacement of it; and
    - ii. another regulation or other statutory instrument made under it, or made under it as amended or replaced; and
  - g) dollars means Australian dollars unless otherwise stated.

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- 2) "Including" and similar expressions are not words of limitation.
- 3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- 4) Headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation.
- 5) A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement.
- 6) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

### **1.3 Parties**

- 1) If a party consists of more than 1 person, this Agreement binds each of them separately and any 2 or more of them jointly.
- 2) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
- 3) A party which is a trustee is bound both personally and in its capacity as a trustee.

## **2 Obligations run with the Land**

The obligations of the Owner under this Agreement, take effect as separate and several covenants which are annexed to and run at law and equity with the Land. If the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

## **3 Specific Obligations of the Owner**

### **3.1 The Owner covenants and agrees that:**

- 1) In the event that a planning permit is issued for a residential/ retirement facility, the Owner will pay to Melbourne Water the Drainage Contributions in four instalments to be paid on 31 July every year commencing on 31 July 2014. Each instalment will be calculated based on:
  - (a) an area of land equal to 1.54ha, being a quarter of Lot 1031; and
  - (b) the Drainage Contributions rate applicable at the time of payment of the instalment;
- 2) in the event that a planning permit for development on Lot 1031 is issued other than for the development of a residential/ retirement facility or Lot 1031 is further subdivided, the Owner will, upon the issue of a planning permit for development on Lot 1031 (other than for the development of a residential/ retirement facility) or further subdivision of Lot 1031, immediately provide Melbourne Water with notification of the same; and
- 3) if clause 3.1(2) applies, the Owner will pay the total outstanding amount of the Drainage Contributions to Melbourne Water at the rate applicable at the time of payment:

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- (a) within 30 days of a planning permit being issued for development on Lot 1031 (if the permit authorises a development other than that of a residential/retirement facility); or
  - (b) prior to a Statement of Compliance being issued for the further subdivision of Lot 1031
- as applicable.

## **4 Further Obligations of the Owner**

### **4.1 Notice and registration**

The Owner must bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns.

### **4.2 Mortgagee to be bound**

The Owner must obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

### **4.3 Registration of Agreement**

The Owner must do all things necessary to enable Melbourne Water to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the Land in accordance with section 181 of the Act including the signing of any further agreement, acknowledgement or other document.

### **4.4 Melbourne Water's Costs to be paid.**

The Owner must pay immediately on demand the reasonable costs of Melbourne Water of and incidental to the preparation, execution and registration, and enforcement of this Agreement.

### **4.5 Indemnity**

The Owner indemnifies Melbourne Water against all costs, expenses, losses or damages that it may sustain, incur, suffer or be or become liable for or in respect of any suit, action, proceeding, judgment or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

### **4.6 Access**

The Owner must allow Melbourne Water to enter the Land at any reasonable time to assess compliance with this Agreement.

## **5 Further assurance**

Each party must promptly at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this Agreement.

## **6 Agreement under section 173 of the Act**

The parties acknowledge and agree that this Agreement is made under section 173 of the Act.

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## **7 Owner's warranties**

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

## **8 Planning objectives**

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme.

## **9 Successors in title**

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

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

## **10 Goods and Service Tax**

### **10.1 Definitions and Expressions**

Expressions used in this Agreement that are defined in the *GST Act* have the same meaning as given to them in the *GST Act*, unless expressed to the contrary.

### **10.2 Amounts payable do not include GST**

Each amount, of whatever description, specified as payable by one party to the other party under this Agreement is expressed as a GST exclusive amount unless specified to the contrary.

### **10.3 Liability to pay any GST**

Subject to clause 10.4, in addition to any amount payable by one party to the other party under this Agreement in respect of a taxable supply, the party liable to pay the amount ("Recipient") must pay to the other party ("Supplier") a sum equivalent to the GST payable, if any, by the Supplier in respect of the taxable supply on the date on which the amount is otherwise payable.

### **10.4 Tax Invoice**

A party's right to payment under clause 10.3 is subject to a Tax Invoice being delivered to the Recipient.

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## **11 General Matters**

### **11.1 Service of Notice**

A notice or other communication required or permitted to be served by a party on another party must be in writing and in addition to any other method of service provided by law may be served:

- 1) by delivering it personally on that party; or
- 2) by sending it by pre paid post, addressed to that party at the address set out in this Agreement or subsequently notified to each party; or
- 3) by sending it by facsimile if it confirmed immediately in writing by the sending party by hand delivery or pre paid post.

### **11.2 Time of Service**

- 1) A notice or other communication is deemed served:
- 2) if delivered personally, on the next following business day;
- 3) if posted within Australia to an Australian address, two business days after the date of posting and in any other case, seven business days after the date of posting;
- 4) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that day;
- 5) if received after 6.00pm in the place of receipt or on a day which is not a business day, at 9.00am on the next business day.

### **11.3 No Waiver**

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

### **11.4 Jurisdiction**

- 1) The law of Victoria governs this Agreement.
- 2) The parties submit to the non-exclusive jurisdiction of the courts of Victoria and of the Commonwealth of Australia.

### **11.5 Severability**

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement remain operative.

### **11.6 Disputes**

- 1) If there is a dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute may be referred to the Tribunal for resolution to the extent permitted by the Act.

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- 2) If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that dispute may be referred for arbitration by an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators and Mediators, Australia or his nominee, for arbitration.
- 3) Where provision is made in this Agreement that any matter be done to the satisfaction of Melbourne Water or any of its officers and a dispute arises in relation to such provision, the dispute may be referred to the Tribunal in accordance with section 149(1)(b) of the Act.
- 4) The parties are be entitled to legal representation for the purposes of any arbitration or referral referred to in clauses (2) and (3). Unless the Arbitrator, Chairman, nominee or the Tribunal otherwise directs, each party must bear its own costs.

#### 11.7 **No Fettering of Melbourne Water's powers**

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of Melbourne Water to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

### 12 **Commencement of Agreement**

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

### 13 **Amendment**

The parties may agree in writing to amend this Agreement.

### 14 **Counterparts**

This Agreement may be executed in counterparts. Each counterpart is an original but the counterparts together are one and the same agreement. This Agreement is binding on the parties on the exchange of the executed counterparts. A copy of the original executed counterpart sent by facsimile machine or email:

- 1) must be treated as an original counterpart;
- 2) is sufficient evidence of the execution of the original; and
- 3) may be produced in evidence for all purposes in place of the original.

### 15 **Ending of Agreement**

15.1 This Agreement comes to an end within the meaning of section 177(1) of the Act when the Owner has completed, to the satisfaction of Melbourne Water, all of the obligations imposed on it under this Agreement or otherwise by agreement between the parties in accordance with section 177(2) of the Act.

15.2 Once this Agreement ends, Melbourne Water will, within a reasonable time, following a request from the Owner and at the cost of the Owner, complete and execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the Register.

AK787371M




**Executed** as a deed and delivered on the date shown on the first page.

**Signed sealed and delivered by  
Melbourne Water Corporation** by its  
duly appointed attorney in the presence  
of:

  
\_\_\_\_\_  
Signature of witness

BINH NGUYEN  
Name of witness (BLOCK LETTERS)

990 LATROBE STREET  
Address of witness  
DOCKLANDS VIC

  
\_\_\_\_\_  
Signature of attorney

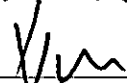
JANE DENTON  
Name of attorney (BLOCK LETTERS)

LEGAL COUNSEL & CORPORATE  
Position of attorney  
SECRETARY

**Date of power of attorney:** 18 March  
2011

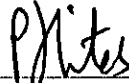
By executing this deed the attorney states  
that the attorney has received no notice of  
revocation of the power of attorney.

**Signed sealed and delivered by  
AVJENNINGS WOLLERT PTY LIMITED**  
(ACN 126 373 082) by its duly appointed  
attorney in the presence of:

  
\_\_\_\_\_  
Signature of witness

NICK ELLIOTT  
Name of witness (BLOCK LETTERS)

Level 4, 108 Power St  
Address of witness  
How Flora VIC

  
\_\_\_\_\_  
Signature of attorney

PETER VLITAS  
Name of attorney (BLOCK LETTERS)

STATE MANAGER  
Position of attorney

**Date of power of attorney:** 25 May 2010

By executing this deed the attorney states  
that the attorney has received no notice of  
revocation of the power of attorney.

**AK787371M**



**Mortgagee's consent**

United Overseas Bank Pty Ltd as Mortgagee of registered Mortgage No. AH141448H consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee in possession, agrees to be bound by the covenants and conditions of this Agreement.

**Executed by Mortgagee:**

Signed sealed and delivered for and on behalf of United Overseas Bank Pty Ltd by its attorney  
**PETER HENRY MACKINLAY**  
under power of attorney number

in the presence of:

X

\_\_\_\_\_  
Signature of witness

**Ron Johnston**  
\_\_\_\_\_  
Name of witness (BLOCK LETTERS)

**Level 9**  
\_\_\_\_\_  
Address of witness **32 Martin Place, Sydney**

INFORMATION ONLY

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**Annexure 1**

Plan of Subdivision referred to in clause 1

The plan which is Annexure 1 has been removed from this counterpart of the section 173 Agreement due to difficulties of the Titles Office with imaging for recording purposes.

A copy of the plan identified is included in each of the counterparts to this section 173 Agreement which are held by:

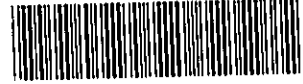
- Melbourne Water; and
- The Owner of the Land as at the date the Agreement was executed.

A copy of the counterpart agreement together with Annexure 1 is available for inspection at the offices of Melbourne Water during normal hours upon giving Melbourne Water reasonable notice.


**AK787371M**

Signed by Council: Whittlesea City Council, Council Ref: 608378, Original Certification: 07/10/2013

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<b>PLAN OF SUBDIVISION</b>		LV USE ONLY <b>EDITION</b>	
<p style="text-align: center;"><b>LOCATION OF LAND</b></p> <p><b>PARISH:</b> WOLLERT</p> <p><b>TOWNSHIP:</b></p> <p><b>SECTION:</b> 11 &amp; 12</p> <p><b>CROWN ALLOTMENT:</b></p> <p><b>CROWN PORTION:</b> 4 (PART) &amp; 1 (PART), 2 (PART)</p> <p><b>TITLE REFERENCES:</b> Val. Fat.</p> <p><b>LAST PLAN REFERENCE/S:</b> PS 701078D (LOT 1023)</p> <p><b>POSTAL ADDRESS:</b> 40A MONACO CIRCUIT (At time of subdivision) WOLLERT 3750</p> <p><b>MGA94 Co-ordinates</b> (of approx centre of land in plan)</p> <p style="margin-left: 100px;"><b>E</b> 325 965 <b>N</b> 5 835 290 <b>ZONE</b> 55</p>		<p><b>COUNCIL NAME:</b> WHITTLESEA CITY COUNCIL      <b>REF:</b></p>	
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>	
IDENTIFIER	COUNCIL/BODY/PERSON		
NIL	NIL		
<b>NOTATIONS</b>			
<p>DEPTH LIMITATION DOES NOT APPLY</p> <p>STAGING This is/is not a staged subdivision. Planning permit No.</p> <p>SURVEY. THIS PLAN IS/IS NOT BASED ON SURVEY.</p> <p>THIS IS A SPEAR PLAN.</p> <p style="text-align: center;"><b>LYNDARUM AT WOLLERT RETIREMENT VILLAGE</b></p>			
<b>EASEMENT INFORMATION</b>			
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)			
Easement Reference	Purpose	Width (Metres)	Land Benefited/In Favour Of
<b>SEE SHEET 3 FOR EASEMENT DETAILS</b>			
 Melbourne Survey T 9869 0813 F 9869 0901		DIGITALLY SIGNED BY LICENSED SURVEYOR: * PATRICK RICE  * UNDER LETTER OF AUTHORITY DATED 4th SEPTEMBER 2013 REF 0126s-RV      VERSION D	
		SHEET 1 OF 4 SHEETS ORIGINAL SHEET SIZE A3	

AK787371M

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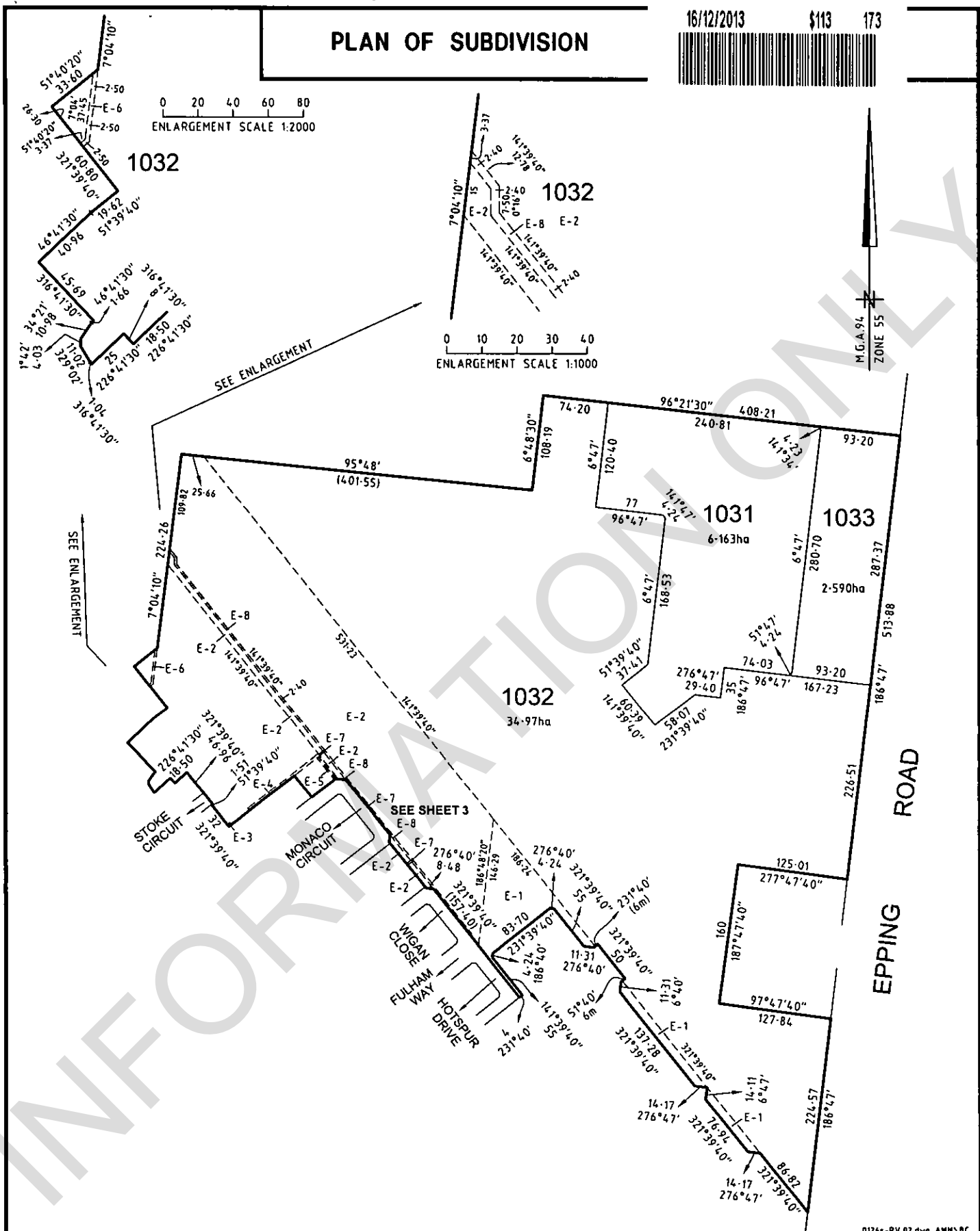


# PLAN OF SUBDIVISION

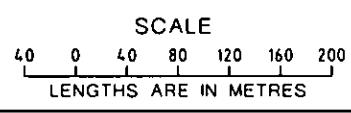
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0 10 20 30 40  
ENLARGEMENT SCALE 1:1000

M.G.A. 94  
ZONE 55



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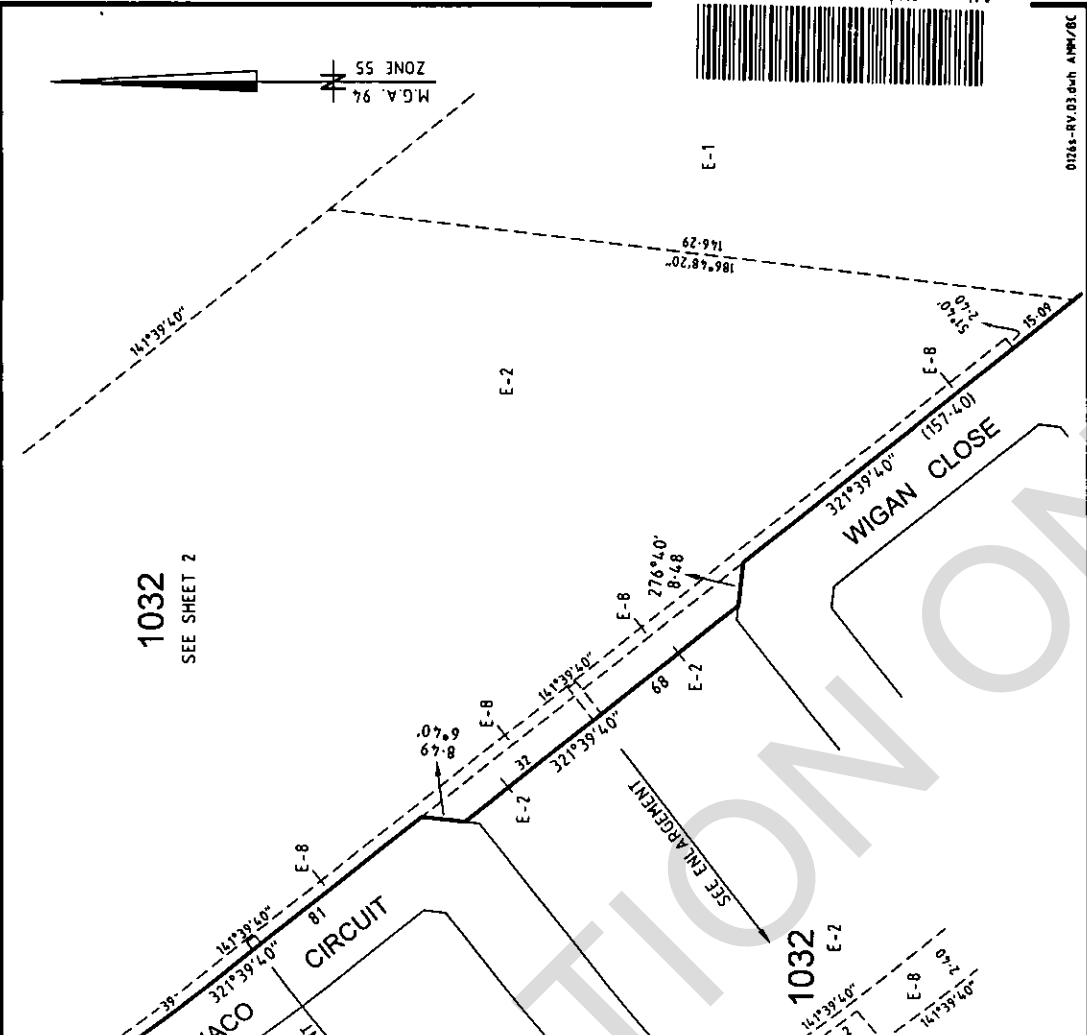
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SHEET 2 ORIGINAL SHEET SIZE A3

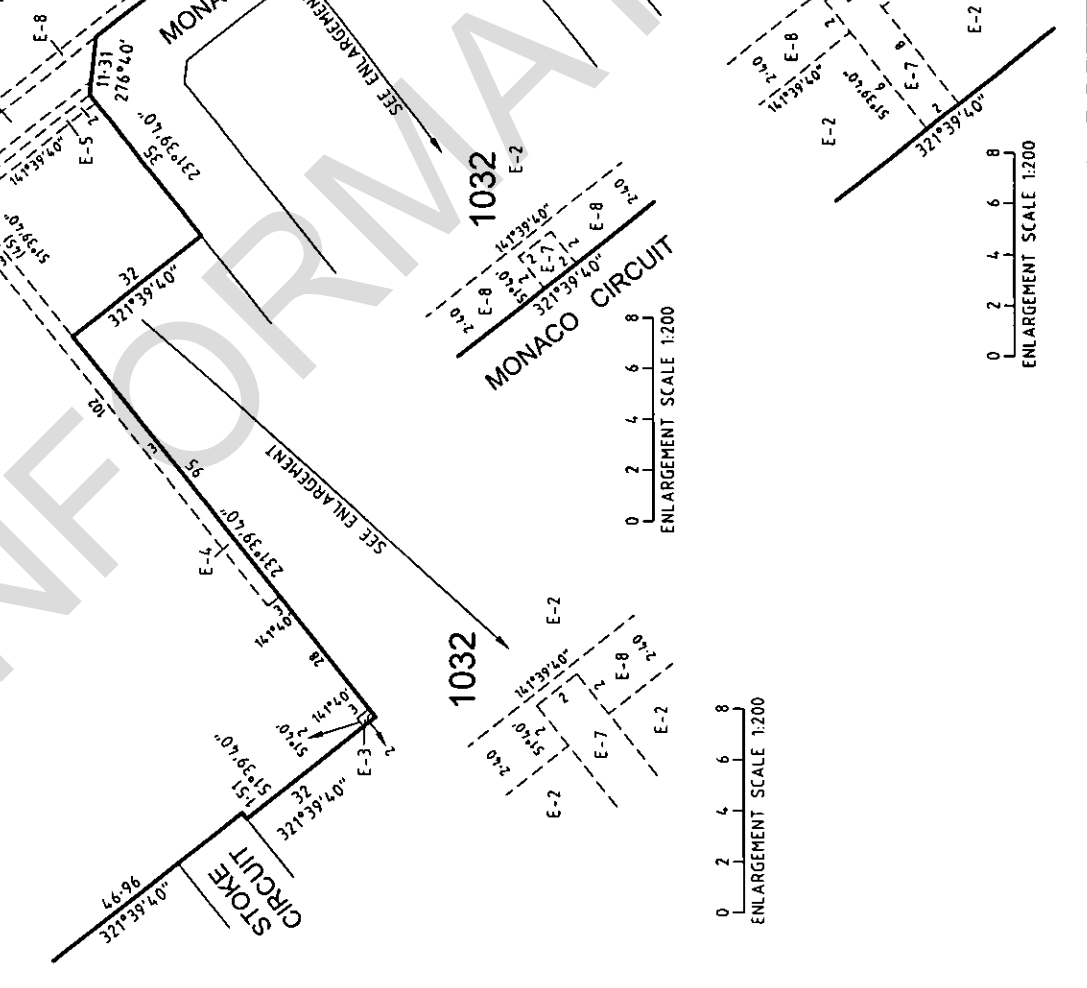
DIGITALLY SIGNED BY LICENSED SURVEYOR: BRENDAN MUNARI  
REF 0126s-RV VERSION D

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**PLAN OF SUBDIVISION**



PLAN NUMBER  
**PS 721224G**



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318 06/09/2013

Signed by: Patrick Rice (SMEC UN)

SHEET 3	ORIGINAL SHEET SIZE	A3
	DIGITALLY SIGNED BY LICENSED SURVEYOR:	BRENDAN MUNARI
REF	0126S-RV	VERSION D
ORIGINAL SCALE	SCALE	1:1000
<p>LENGTHS ARE IN METRES</p>		
<p>Melbourne Survey T 9869 0813 F 9869 0901</p>		

**AK787371M**



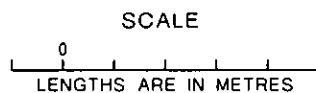
**PLAN OF SUBDIVISION**

**EASEMENT INFORMATION**

LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	TRANSMISSION OF ELECTRICITY	SEE PLAN	C/E D983798	S.E.C.V
E-2, E-7, E-8	TRANSMISSION OF ELECTRICITY	SEE PLAN	C/E D691991	S.E.C.V
E-3	DRAINAGE	SEE PLAN	PS 647492R	WHITTLESEA CITY COUNCIL
E-3	SEWERAGE	SEE PLAN	PS 647492R - SEC 136 OF THE WATER ACT 1989	YARRA VALLEY WATER
E-4, E-5	DRAINAGE	SEE PLAN	PS 701078D	WHITTLESEA CITY COUNCIL
E-4, E-7	SEWERAGE	SEE PLAN	PS 701078D - SEC 136 OF THE WATER ACT 1989	YARRA VALLEY WATER
E-6	SEWERAGE	SEE PLAN	PS 630450D	YARRA VALLEY WATER LIMITED
E-8	SEWERAGE	SEE PLAN	THIS PLAN - SEC 136 OF THE WATER ACT 1989	YARRA VALLEY WATER

0126s-RV.04.dwg BC



ORIGINAL SCALE

SHEET 4  
ORIGINAL SHEET SIZE A3

DIGITALLY SIGNED BY LICENSED SURVEYOR: ..... BRENDAN MUNARI .....

REF 0126s-RV VERSION D

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Section 181

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

**Planning and Environment Act 1987**

Lodged by:

Name: Macpherson+Kelley Lawyers  
Phone: 8615 9900  
Address: Level 22, 114 William Street, Melbourne  
Ref: CLT:198305  
Customer Code: 1161S

**Privacy Collection Statement**  
The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

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

Land:

**The land in Certificate of Title Volume 11210 Folio 080**

Authority:

**Whittlesea City Council of Ferres Boulevard, South Morang, 3752**

Section and Act under which Agreement made:

**Section 173 of the Planning and Environment Act 1987**

A copy of the Agreement is attached to this Application.

Signature for Authority:

Name of Officer (print full name): **LJILJANA SUCIC**

Date: **15/12/2010**

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**WHITTLESEA CITY COUNCIL**  
"Responsible Authority"

**AVJENNINGS WOLLERT PTY LTD**  
ACN 126 373 082  
"Owner"

## **SECTION 173 AGREEMENT**

**Parts of Stage 31, Lyndarum Estate, Wollert**

**herbertgeer**

Level 20 385 Bourke Street Melbourne 3000 Australia

Telephone +613 9641 8620

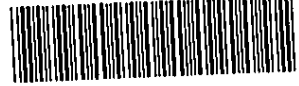
Facsimile +613 9670 5670

Reference SJS:EAL:1344783

Steven Smith

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**SECTION 173 AGREEMENT**

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THIS SECTION 173 AGREEMENT is made the 14 day of December 2010.

**BETWEEN** WHITTLESEA CITY COUNCIL of 25 Ferres Boulevard, South Morang, Victoria  
"Responsible Authority"

**AND** AVJENNINGS WOLLERT PTY LTD ACN 126 373 082 of 6 Lakeside Drive, Burwood East, Victoria  
"Owner"

**ON THE BASIS THAT:**

- A. The Responsible Authority is responsible for the administration and enforcement of the Planning Scheme pursuant to the Act which applies to the Land.
- B. The Owner is or is entitled to be the registered proprietor of an estate in fee simple of the Land.
- C. On 24 August 2009, the Responsible Authority issued the Planning Permit allowing the Land to be subdivided in accordance with the Endorsed Subdivision Plan.
- D. Condition 20 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition.
- E. The Parties enter into this Agreement:
  - (i) to give effect to the requirements of the Planning Permit; and
  - (ii) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Land.
- F. As at the date of this Agreement, the Land is encumbered by Mortgage No. AH141448H. The Mortgagee has consented to the Owner entering into this Agreement in respect of the Land.

**THE PARTIES AGREE THAT:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Agreement:

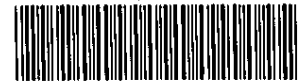
- Act** means the *Planning and Environment Act 1987* (Vic) or any modification, amendment or re-enactment of it
- Agreement** means this Section 173 Agreement and any agreement executed by the parties expressed to be supplemental to this agreement
- Business Day** means any day that is not a Saturday or Sunday on which banks are open for general banking business in Melbourne
- Commencement Date** means the date of this Agreement

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<b>Conservation Management Plan</b>	means the 126A and 156A Harvest Home Road, Wollert Conservation Management Plan prepared by AECOM dated 24 November 2009. A copy of the Conservation Management Plan is available for inspection at the Responsible Authority's office during normal business hours upon giving the Responsible Authority reasonable notice
<b>Endorsed Subdivision Plan</b>	means the plan of subdivision 637692P endorsed with the stamp of the Responsible Authority from time to time as the plan which forms part of the Planning Permit. A copy of the Endorsed Subdivision Plan is available for inspection at the Responsible Authority's office during normal business hours upon giving the Responsible Authority reasonable notice
<b>Land</b>	means all of the lots on the Endorsed Subdivision Plan and more particularly comprised in Certificate of Title Volume 11210 Folio 080
<b>Lot</b>	means a lot on the Land forming part of the Endorsed Subdivision Plan
<b>Mortgagee</b>	means the person registered or entitled from time to time to be registered by the Registrar as Mortgagee of the Land or any part of it
<b>Owner</b>	means the person or persons registered or entitled from time to time to be registered by the Registrar as proprietor or proprietors of an estate in fee simple of the Land or any part of it and includes a mortgagee-in-possession
<b>Party or Parties</b>	means the Owner and the Responsible Authority under this Agreement as appropriate
<b>Planning Permit</b>	means planning permit no. 711479 issued by the City of Whittlesea on 24 August 2009 under the Planning Scheme
<b>Planning Scheme</b>	means the Whittlesea Planning Scheme and any successor instrument or other planning scheme which applies to the Land
<b>Registrar</b>	means the Registrar of Titles, Victorian Land Registry Office
<b>Reserve</b>	means land that is set aside as public open space or for the use of a public authority or the Responsible Authority

**1.2 Interpretation**

In this Agreement unless the contrary intention appears:

- (a) a reference to a person includes a reference to a corporation firm association or other entity and that person's successors in law, and vice versa;



- (b) the singular includes the plural and vice versa;
- (c) a reference to any gender includes a reference to all other genders;
- (d) a reference to any legislation or to any provision of any legislation includes a reference to any modification or re-enactment of or any provisions substituted for such legislation or provisions;
- (e) an agreement, representation or warranty made by two or more persons is made by them jointly and by each of them severally;
- (f) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (g) if an act required to be done under this Agreement on or by a given day is done after 5:30 pm on that day, it is taken to be done on the following day;
- (h) the obligations of the Owner under this Agreement will take effect as separate and several covenants which are annexed to and run at law and equity with the Land, provided that if the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a Lot is only responsible for those covenants and obligations which relate to that owner's Lot;
- (i) a term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- (j) the introductory clauses to this Agreement are and will be deemed to form part of this Agreement.

### 1.3 **Headings**

Headings are inserted for convenience only and do not affect the interpretation of this Agreement.

## 2. **SECTION 173 AGREEMENT**

Without limiting the operation or effect which this Agreement otherwise has, the Responsible Authority and the Owner acknowledge that this Agreement is made as a deed pursuant to the provisions of section 173 of the Act and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Land may be used and developed pursuant to the Planning Permit.

## 3. **OPERATION OF THE AGREEMENT**

### 3.1 **Agreement runs with the Land**

This Agreement is deemed to come into force and effect as at the Commencement Date and the benefit and burden of this Agreement shall run at law and in equity with and be annexed to the Land.

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### 3.2 Planning Objectives

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme and any matters incidental thereto.

### 3.3 Binding Covenants

The obligations of the Owner under this Agreement will take effect as separate and several covenants which shall be annexed to and run at law and equity with the Land to bind the Owner and each successor, assign or transferee of the Owner, the registered proprietor, the mortgagee-in-possession and the beneficial owner for the time being of the Land and every part of the Land.

## 4. SUCCESSORS IN TITLE

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

- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- (b) execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if, in addition to the Owner's name, the successor's name appears in each clause in which the Owner's name appears.

## 5. OWNERS' COVENANTS

The Owner covenants and agrees that:

- (a) the Owner must, at no cost to the Responsible Authority and to the satisfaction of the Responsible Authority, implement on a progressive basis the recommendations and requirements contained in sections 2, 3, 4 and 5 of the Conservation Management Plan as it relates to the development of the Land; and
- (b) the maintenance and management regimes to be used by the Owner to achieve compliance with **Clause 5(a)** must be those contained in the Conservation Management Plan.

## 6. REGISTRATION OF AGREEMENT

The Owner agrees that it will:

- (a) do all things necessary to give effect to this Agreement; and
- (b) consent to the Responsible Authority making application to the Registrar to make a recording of this Agreement in the register on the certificates of title of the Land in accordance with section 181 of the Act and do all things necessary to enable the Responsible Authority to do so including signing any further agreement, acknowledgment or documents procuring the

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consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the register under that section.

**7. NOTICE OF AGREEMENT**

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

**8. NO INTEREST**

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

**9. NO RESTRICTION**

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

**10. FURTHER ASSURANCES**

Each of the Parties to this Agreement must sign and execute all such further documents and deeds and do all acts and things as the other party reasonably requires to effect the terms and conditions contained in this Agreement.

**11. NOTICES**

11.1 Any notice given under this Agreement must be in writing and must be signed by the Party giving the notice or any authorised officer of that Party.

11.2 Unless and until a Party provides notice of a different address or facsimile number to the other Parties to this Agreement, its address for service of notices shall be as stated in this Agreement.

11.3 Unless a later time is specified in a notice, the notice takes effect from the time it is received. A notice is taken to be received:

- (a) in the case of a notice delivered by hand, when so delivered;
- (b) in the case of a notice sent by pre-paid post, on the second clear Business Day after the date of posting; and
- (c) in the case of a notice sent by facsimile, upon the receipt by the sender of a transmission report from the despatching facsimile machine which confirms

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that all of the pages comprised in the notice have been successfully sent to the receiving Party's facsimile number.

**12. ENDING OF AGREEMENT**

12.1 The Parties agree that this Agreement ends, in accordance with section 177 of the Act, on the date upon which the Responsible Authority reasonably determines and notifies the Owner in writing that the Owner has complied with all of its obligations under this Agreement or the date upon which the Responsible Authority notifies the Owner in writing that the Responsible Authority no longer requires the Owner to perform such obligations.

12.2 As soon as reasonably practicable after this Agreement ends pursuant to **Clause 12.1**, the Responsible Authority will at the request and cost of the Owner make an application under section 183(2) of the Act to cancel the recoding of this Agreement on the register.

**13. MISCELLANEOUS**

**13.1 Costs and Stamp Duty**

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

**13.2 Entire Understanding**

This Agreement supersedes all prior representations, arrangements, understandings and agreements between the Parties relating to the subject matter of this Agreement and sets forth the entire and exclusive agreement and understanding between the Parties relating to the subject matter of this Agreement.

**13.3 Successors and Assigns**

This Agreement shall enure to the benefit of and be binding upon each of the Parties and their respective successors and authorised assigns.

**13.4 No Waiver or Variation**

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

**13.5 Severance**

If any provision of this Agreement is judged invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, such invalidity or unenforceability (unless deletion of such provision would materially adversely affect one of the Parties) will not affect the operation or interpretation of any other provision of this Agreement to the extent that the invalid or unenforceable provision will be treated as

**AH682695U**

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severed from this Agreement and the other provisions of this Agreement will remain operative.

**13.6 Recitals**

The Parties acknowledge that the recitals are true and correct and form part of this Agreement.

**13.7 Governing Law and Jurisdiction**

This Agreement shall be construed in accordance with and shall be governed by the laws in force in the State of Victoria. Each of the Parties irrevocably submits to and accepts the exclusive jurisdiction of any of the Courts of the State of Victoria or the Commonwealth of Australia and any courts of appeal from these courts.

AH682695U

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**EXECUTED as a DEED**

**SIGNED** by and on behalf, and with the authority, of the **WHITTLESEA CITY COUNCIL** by in the exercise of a power conferred by an Instrument of Delegation, in the presence of:

Witness Sola Nwaka

)  
) Samina L.H.  
)  
)  
)

**SIGNED** by **PETER HOOD** as attorney for **AVJENNINGS WOLLERT PTY LTD ACN 126 373 082** under power of attorney dated **25 MAY 2010** in the presence of:

Signature of [Signature]  
Witness .....  
Print name..... Christine Bladeni

)  
) [Signature]  
)  
) By executing this Agreement the attorney states that the attorney has received no notice of revocation of the power of attorney

United Overseas Banks Ltd as Mortgagee of registered mortgage No. AH141448H consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes the Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

**SIGNED** by **PETER HENRY MACKINLAY** as attorney for **United Overseas Bank Limited ABN 56 060 785 284** under power of attorney dated **1<sup>st</sup> August 2003** in the presence of:

Signature of [Signature]  
Witness .....  
Print name..... Ron Johnston

)  
) [Signature]  
)  
) Peter Henry Mackinlay  
)

By executing this Agreement the attorney states that the attorney has received no notice of revocation of the power of attorney

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 15 May 2025 02:02 PM

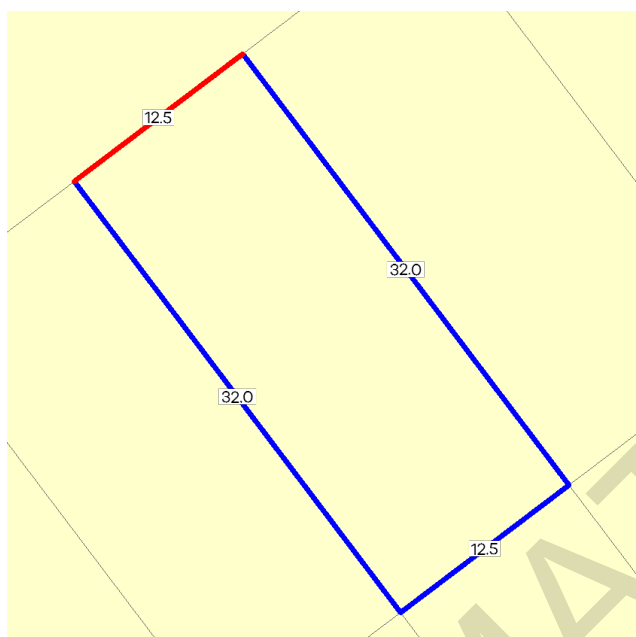
## PROPERTY DETAILS

Address: **17 HILLERMAN ROAD WOLLERT 3750**  
Lot and Plan Number: **Lot 4045 PS735182**  
Standard Parcel Identifier (SPI): **4045\PS735182**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **963900**  
Directory Reference: **Melway 182 A1**

[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

## SITE DIMENSIONS

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



**Area:** 400 sq. m

**Perimeter:** 89 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **THOMASTOWN**

## PLANNING INFORMATION

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

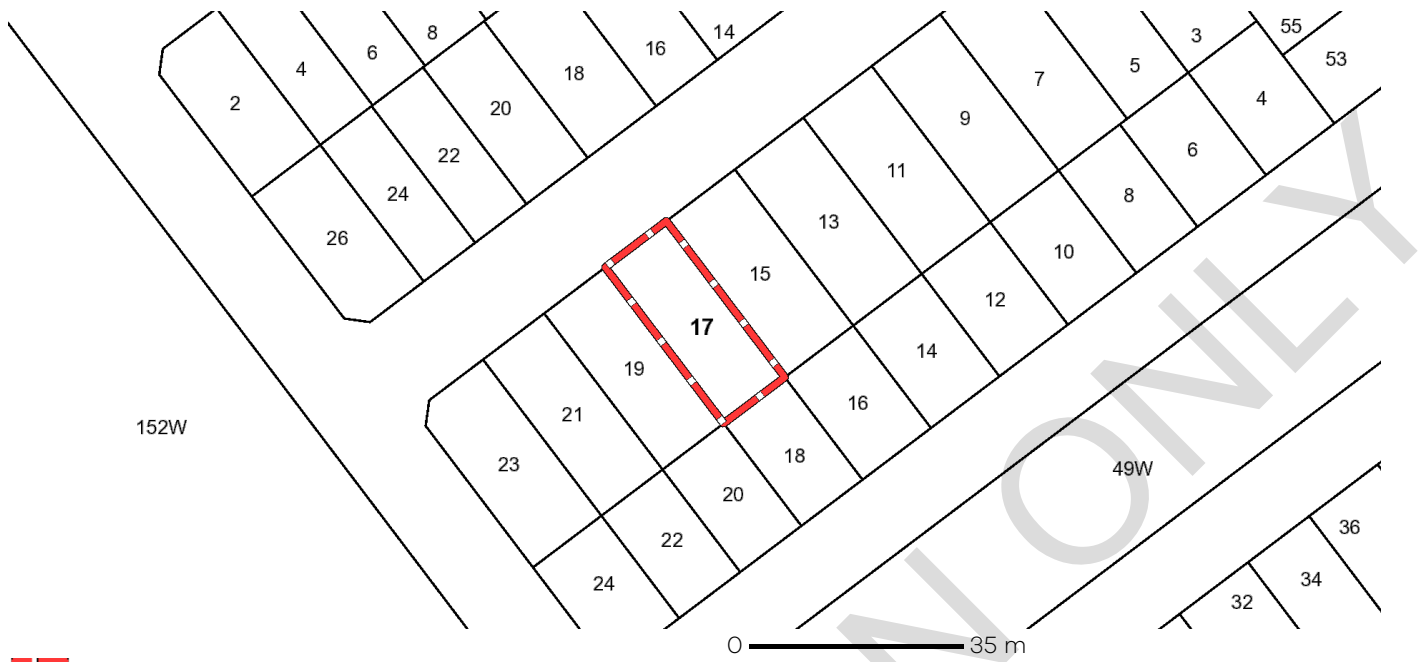
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

## Area Map



 Selected Property

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 16 May 2025 10:15 AM

## PROPERTY DETAILS

Address: **17 HILLERMAN ROAD WOLLERT 3750**  
Lot and Plan Number: **Lot 4045 PS735182**  
Standard Parcel Identifier (SPI): **4045\PS735182**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **963900**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 182 A1**

[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **THOMASTOWN**

## OTHER

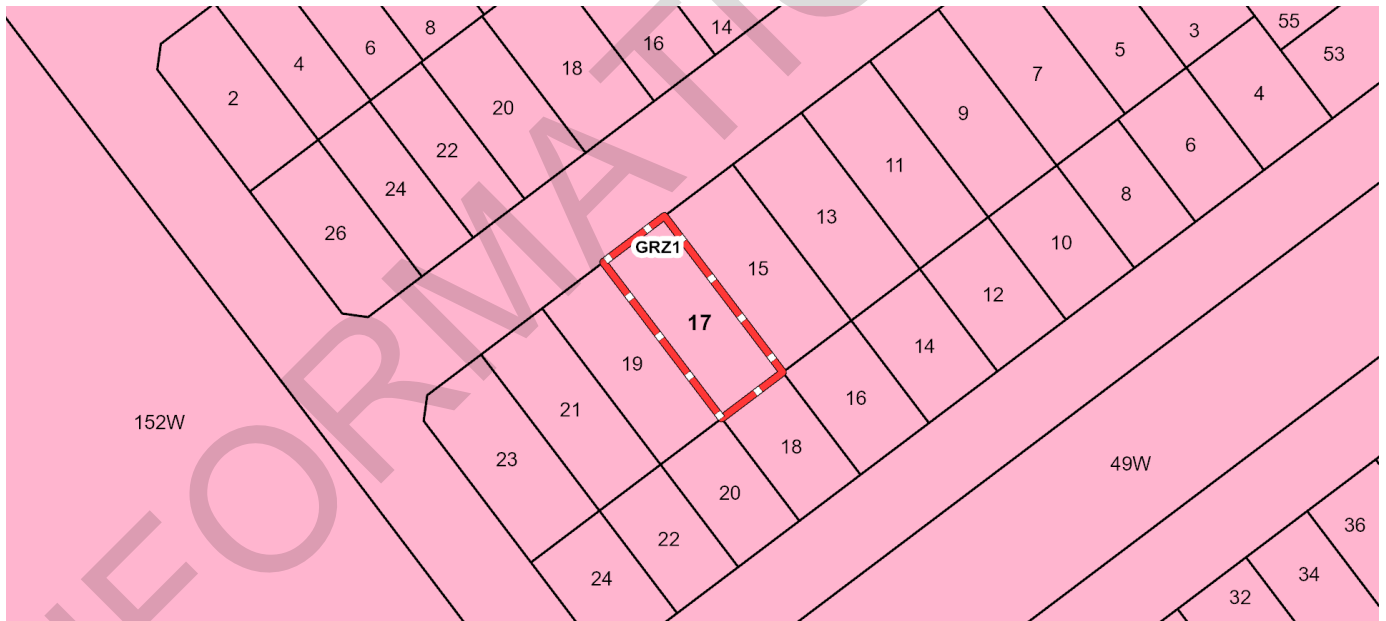
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

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



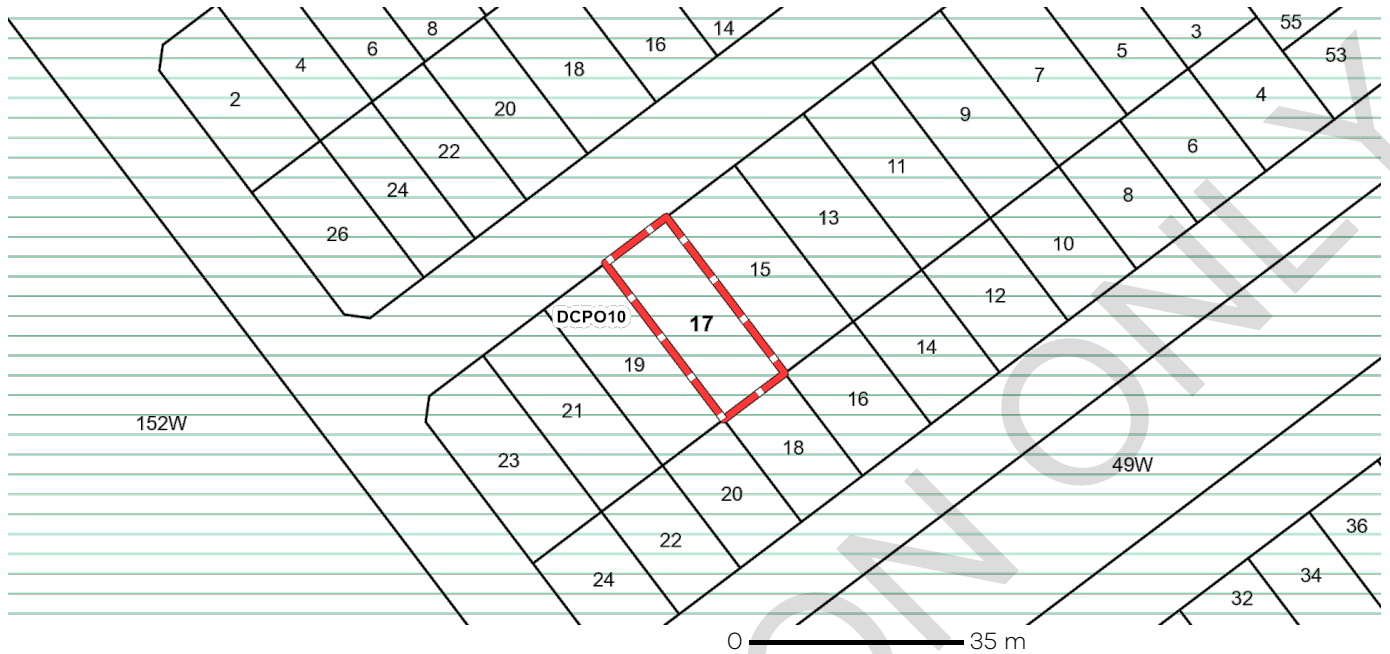
**GRZ - General Residential**

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

## Planning Overlays

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

#### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 10 (DCPO10)

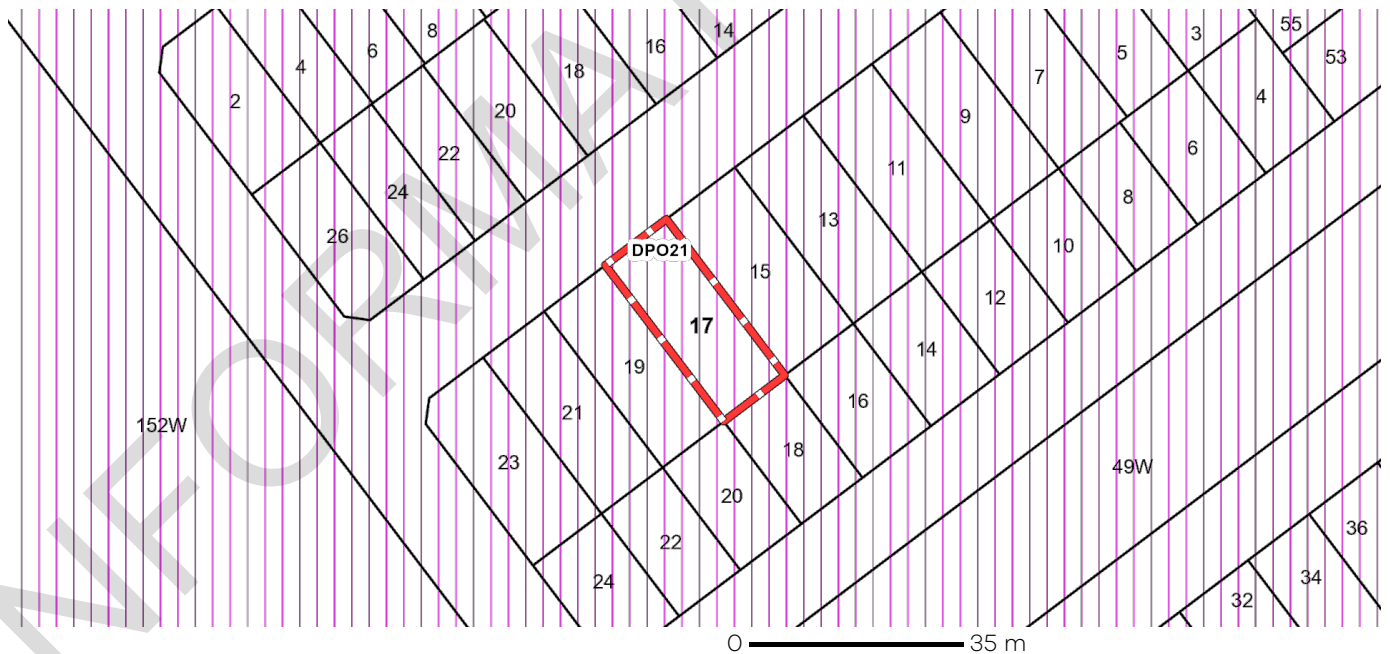


**DCPO - Development Contributions Plan Overlay**

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

### DEVELOPMENT PLAN OVERLAY (DPO)

#### DEVELOPMENT PLAN OVERLAY - SCHEDULE 21 (DPO21)



**DPO - Development Plan Overlay**

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

## Planning Overlays

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)

[VEGETATION PROTECTION OVERLAY - SCHEDULE 2 \(VPO2\)](#)



 VPO - Vegetation Protection Overlay

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

0 35 m

## Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

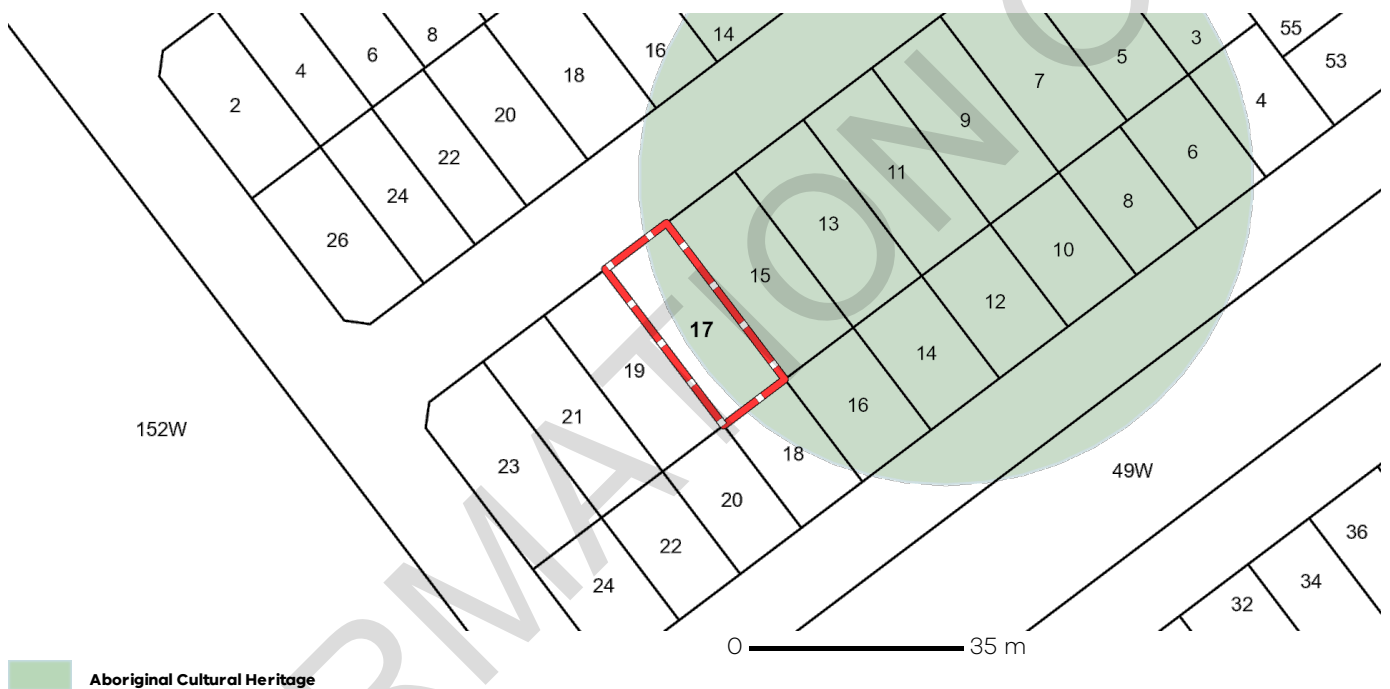
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



## Further Planning Information

Planning scheme data last updated on 15 May 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>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

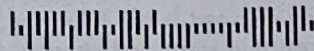
Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme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

## Native Vegetation

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

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

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



A Poudel & S Bhandari  
 17 Hillerman Road  
 WOLLERT VIC 3750



029  
 I021405  
 R3\_6539

Issue Date 10/01/2025  
**Assessment Number**  
**0963900**

 To receive your rates notice via email, register at [whittlesea.enotices.com.au](http://whittlesea.enotices.com.au)  
 Reference No: F441690BCV

Dear Ratepayer,

This is a courtesy reminder to advise the payment in full date for Rates and Charges is 15 February 2025. The amount due and the payment options are shown on this notice.

If you have already paid your rates in full before receiving this reminder, we thank you and please disregard this notice.

**Property Details**

17 Hillerman Road WOLLERT VIC 3750  
 LOT 4045 PS 735182S  
 AVPCC 110 Detached Dwelling

**Valuation Details**

These annual valuations are prepared by the State Government for rating and taxation purposes.

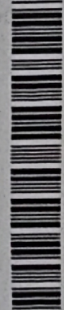
Site Value \$350,000  
 Capital Improved Value \$675,000  
 Net Annual Value \$33,750  
 Valuation operative date 01/07/2024  
 Level of value date 01/01/2024

Payments received after 03 January 2025 may not be included on this notice

Payment plans - If you are unable to pay your rates by the due date please submit a payment plan at <https://whittlesea-pay.enotices.com.au> using the enotices reference on this notice.

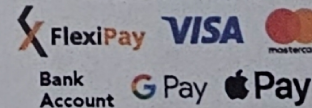
Financial Hardship - To submit an enquiry form to be considered for Financial Hardship please view the eligibility criteria on our website at <https://www.whittlesea.vic.gov.au/Services/My-property/Rates>

**Amount payable by**  
**15/02/2025**  
**\$2,096.49**




4124777  
 4A

Scan here to pay



**How to pay**

 [whittlesea.vic.gov.au](http://whittlesea.vic.gov.au)

BPAY

FlexiPay

Post Billpay

Billpay Code: 0350

16th May 2025

SETTLEMENT PARTNERS PTY LTD.

Dear SETTLEMENT PARTNERS PTY LTD.,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	17 HILLERMAN ROAD WOLLERT 3750
<b>Applicant</b>	SETTLEMENT PARTNERS PTY LTD.
<b>Information Statement</b>	30941128
<b>Conveyancing Account Number</b>	1821428008
<b>Your Reference</b>	SPVIC8830

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

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

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

Yours sincerely,



Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

## Yarra Valley Water Property Information Statement

Property Address	17 HILLERMAN ROAD WOLLERT 3750
------------------	--------------------------------

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)**

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit [yvw.com.au/recycled](http://yvw.com.au/recycled).

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	17 HILLERMAN ROAD WOLLERT 3750
------------------	--------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

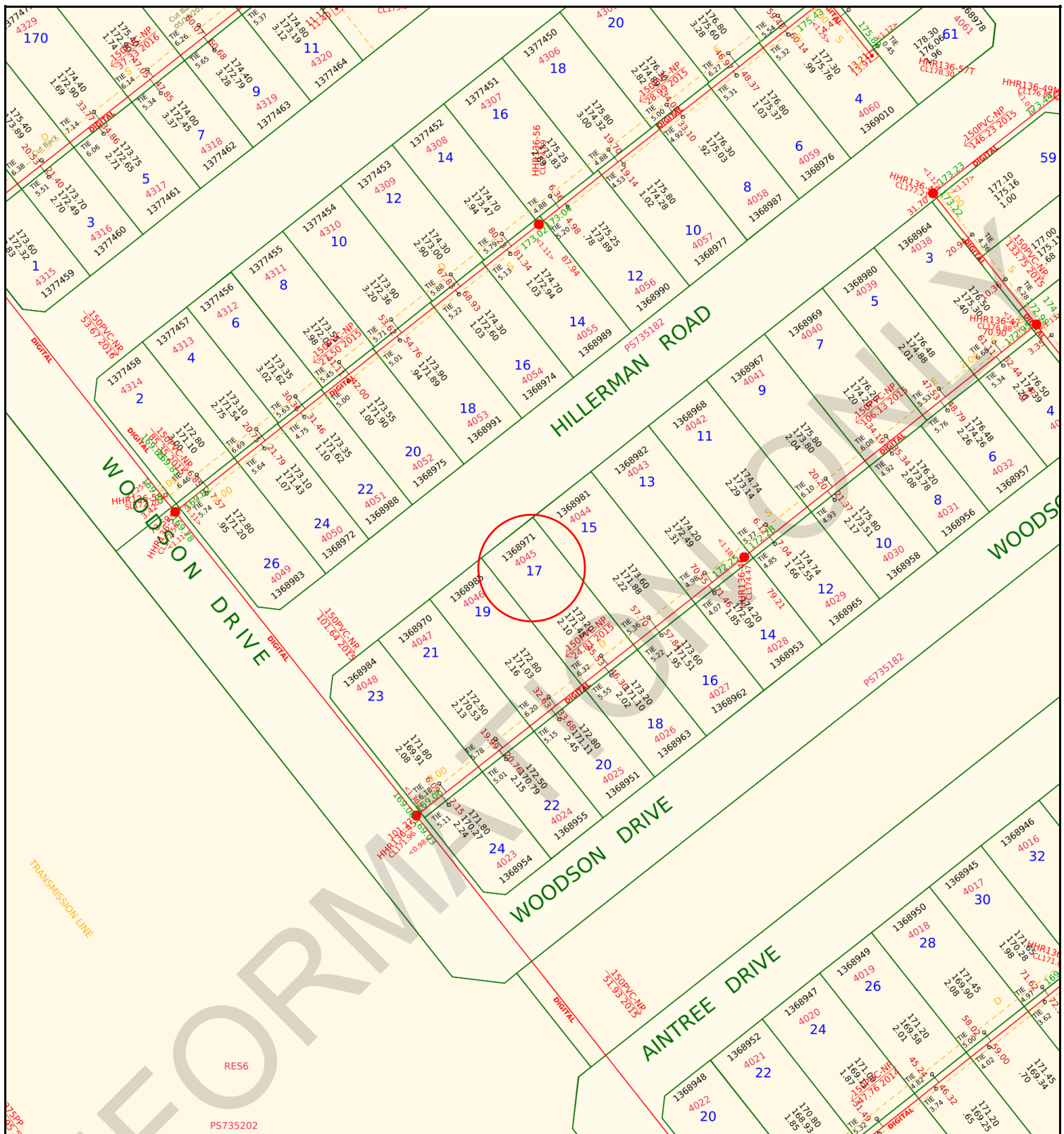
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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: 30941128**

<b>Address</b>	17 HILLERMAN ROAD WOLLERT 3750
<b>Date</b>	16/05/2025
<b>Scale</b>	1:1000



**Yarra Valley Water**  
ABN 93 066 902 501

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		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;

26th April 2016

**Application ID: 198464**

**CONDITIONS OF CONNECTION**

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

**Approval Detail**

**Water**

**Required Services**

<b>Product</b>	<b>Qty</b>
20mm Recycled Pressure Limiting Valve (PLV)	1
Recycled Water Audit Fee (Includes GST)	1
20mm Potable Pressure Limiting Valve (PLV)	1
Combo Drinking Water & Recycled Water	1

**Sewer**

**Connection Or Disconnection Details**

<b>Sewer Connection Description</b>	<b>PSP Number</b>
Water & Sewer Connection	1368971

**Specific conditions affecting encumbrances on property:**

Recycled Water

## **Conditions of Connection Details**

### **GENERAL**

In these conditions the terms,

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

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

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

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

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

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

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

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

### **WATER**

General water supply(s) are to be installed as referenced in the table of approval details of this document as required services. The table includes water main and connection details. In a mandated recycled water area recycling connections also apply and are referenced in the same table.

The pressure in this area is above 500kPa or will increase above 500kPa in the future for the potable water connection. A Pressure Limiting Valve (PLV) must be fitted by the Licensed Plumber at the time

of connection.

The pressure in this area is above 500kPa or will increase above 500kPa in the future for the recycled water connection. A Pressure Limiting Valve (PLV) must be fitted by the Licensed Plumber at the time of connection.

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

All tapplings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Water's contractor Select Solutions on 1300 724 858. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Select Solutions.

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858. If you wish to cancel the booking you will need to return to the easyACCESS store where the booking was made (if applicable) to seek a refund. A cancellation fee may apply.

### **METER ASSEMBLIES & POSITIONING**

It is the responsibility of the private plumber to ensure that containment, zone and individual backflow prevention is provided.

Water meter assemblies:

- a) Must be within 2 metres of the title boundary that abuts the water main
- b) Must be fitted at right angles to the water main, in line with the tapping
- c) Must be fully supported with minimum ground clearance of 150mm and should not be >300mm from the finished ground level to the base of the assembly
- d) Must not be encased in concrete surrounds
- e) Must be readily accessible for reading, maintenance and replacement. If Yarra Valley Water deem meters to be inaccessible, remote meters may be required at additional cost to the customer
- f) Can be installed in utility rooms or meter cabinets located within a common access area and must be readily accessible, subject to Yarra Valley Water's approval

If meters need to be moved >600mm a plugging and re-tapping must be booked and the relevant fee paid.

Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water website ([www.yvw.com.au](http://www.yvw.com.au)) to ensure the installations meet the required standard.

## **REMOVAL OF WATER METERS**

Only Yarra Valley Water's plumbing contractor is permitted to remove water meters.

If redevelopment of the site is occurring and the meter is no longer required, a plugging of the service must be arranged and the meter will be collected by our contractor at the time of the plugging.

## **DAMAGED OR STOLEN METERS**

If the builder/plumber damage a meter or meter assembly, it is the responsibility of the builder/plumber to rectify these assets back to the same condition as at time of installation by Yarra Valley Water.

- Failure to do so will result in Yarra Valley Water making the necessary amendments and recovering these costs from the property owner.
- Repeat offences may result in the services being plugged and re-booking fees will apply to have the services reinstated

Stolen meters are to be reported to Yarra Valley Water faults and emergencies:

- Call **13 2762** (24 hrs).
- Replacement of stolen meters can take up to 10 days. If replacement is required more urgently, please advise the operator at the time of the call.
- Until the meter is replaced no connections between the supply and the dwelling are to be reinstated. No straight pieces or alternative connections are allowed to be installed.

## **RECYCLED WATER**

### **Supplementary Conditions of Connection for Class A Recycled Water**

### **IMPORTANT NOTICE - MUST BE PASSED TO THE PLUMBER & PROPERTY OWNER**

These conditions are applicable to properties supplied with Class A recycled water and are additional to any other conditions issued in relation to water supply and sewerage works.

### **Recycled Water Supply**

In addition to the drinking water supply, this property must be connected to the Class A recycled water supply system.

Until Class A recycled water becomes available in the recycled water pipes, the property will be supplied with drinking water only. Drinking water will be supplied through both the drinking water and the Class A recycled water systems.

Residents will be advised prior to the Class A recycled water supply becoming available.

- **Environment Improvement Plan (EIP)**

- a) **Non-Residential only**

1. Prior to the supply of Class A Recycled Water being made available to the property, an approved Environmental Improvement Plan (EIP) is required to be submitted and executed by Yarra Valley Water. For details of this please contact Yarra Valley Water's Recycled Water Officer on 9872 2557.
2. Yarra Valley Water may audit the site at any time to check that recycled water is being used in accordance with the EIP

- **Recycled Water Plumbing**

- a) **Toilet cisterns**

1. All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply
2. Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply
3. If a rainwater tank is installed at the property, it is only to be connected to outdoor taps and not plumbed into the house.
  - (1) If the backup supply to the rainwater tank is drinking water, it must be via an automatic change-over device with appropriate backflow prevention. All pipework and taps must be installed as per Plumbing Standards
  - (2) If the backup supply to the rainwater tank is Class A recycled water, it must be via an automatic change-over device with appropriate backflow prevention. All pipework must be appropriately marked as "non-drinking water" and taps must comply with the requirements defined in Section (2b and 2c)

- b) **External Taps – Residential**

1. An external recycled water tap must be installed to service the front of the property
  - (1) Yarra Valley Water supplies a purple recycled water riser and tap with removable tap handle and signage at the time of the tapping for single residential lots/houses. The taps can be relocated by the private plumber if required but not removed. Under no circumstances are the meters to be moved.
  - (2) The private plumber is required to fit the front purple recycled water tap with removable tap handle and signage for each unit in a single level residential unit development, or for the common property in a multi-level residential unit development.

- (3) Taps must be located to service the front external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
2. An external recycled water tap must be installed to service the rear of the property
  - (1) Taps to be located to service the rear external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
  - (2) For single level unit developments, rear taps are to be installed per unit, or for the common property in a multi-level unit development.
3. All external recycled water taps must have the following features:
  - (1) The whole body of the tap and handle must be coloured purple
  - (2) Tap to be the jumper valve type
  - (3) Tap handle must be the removable type
  - (4) Standard thread on tap outlet for garden hose bib
  - (5) Tap inlet to have 5/8" right hand thread
4. At least one external drinking water tap must be provided to service the property, located at the front
  - (1) All external drinking water supply taps must be fitted with atmospheric vacuum breakers
  - (2) Yarra Valley Water provides an external drinking water riser and tap fitted with an atmospheric vacuum breaker as part of the tapping for single lots/houses. This tap can be relocated by the private plumber but not removed. Under no circumstances are the meters to be moved.
  - (3) The private plumber is required to provide an external drinking water tap with atmospheric vacuum breaker for each unit in a single level unit development, or for the common property in a multi-level unit development.
5. Where prior approval has been sought to install meters in pits, it is the responsibility of the private plumber to provide front taps for the drinking and Class A recycled water supplies.

**c) External Taps – Non-Residential**

1. External recycled water taps may be installed to service the front and/or rear areas of the property
2. All external recycled water taps must comply with the features detailed in section 2(b)(3)
3. For educational & public buildings/areas, schools, kindergartens, health care centres
  - (1) All external recycled water taps must also be fitted with a 'Hose Bib Tap Lock'
4. At least one external drinking water tap must be provided to service the property
  - (1) All external drinking water supply taps must be fitted with atmospheric vacuum breakers

**d) Laundry Use**

1. A recycled water washing machine tap must be installed in the laundry
2. All recycled water washing machine tap kits must have the following features:

- (1) For horizontal tap installations: recycled water washing machine tap to be installed on the right side of the cold water tap (hot, cold & then recycled water)
- (2) For vertical tap installations: recycled water washing machine tap to be installed beneath the cold water tap (hot, cold & then recycled water)
- (3) 5/8" Female threaded tap complete with purple handle and standard 3/4" outlet
- (4) 5/8" Male lugged elbow
- (5) Cover Plate with laser etched prohibition warning complying with AS1319 stating "Recycled Water Do Not Drink"

**e) Irrigation Systems**

1. Irrigation systems connected to recycled water must be fitted with an approved master solenoid valve to ensure that main lines up to individual sprinkler station solenoid valves are not under constant pressure. The master solenoid should be located close to the meter assembly to reduce the length of pressurized irrigation piping.
2. Irrigation systems connected to recycled water must incorporate moisture sensors to ensure watering is controlled during or following periods of rain
3. An appropriate containment backflow prevention device is to be fitted and independently tested
4. You must ensure that only the minimum possible volume of Class A recycled water runs off the property to the stormwater system.

**f) Prohibition Signs**

1. A recycled water prohibition sign with the words "**Do Not Drink**" and complying with AS1319 is to be installed at each external recycled water tap outlet, above the tap

**• Uses of Recycled Water**

USE OF CLASS A RECYCLED WATER	YES (✓) or NO (X)
Toilet flushing ( <b>excluding bidets</b> )	YES (✓)
Garden irrigation	YES (✓)
Washing cars/external walls	YES (✓)
Filling ornamental ponds	YES (✓)
Fire fighting (not sprinklers)	YES (✓)
Construction purposes	YES (✓)
Washing machines for clothes washing	YES (✓)
Drinking (human consumption)	NO (X)
Cooking or other kitchen purposes	NO (X)
Personal washing (baths, showers, basin, bidets)	NO (X)
Evaporative coolers	NO (X)
Indoor household cleaning	NO (X)
Swimming pools or spas	NO (X)
Recreation involving water contact e.g. children playing under sprinklers	NO (X)

Fire sprinkler systems	NO (X)
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- **Plumbing Standards**

- a) All recycled water plumbing works are to be carried out in accordance with:
  - (1) AS/NZS 3500
  - (2) Recycled Water Plumbing Guide 2008 Dual Pipe Plumbing Systems (Victorian Building Authority and Water Authorities). A copy of this guide is available at the VBA website [www.pic.vic.gov.au](http://www.pic.vic.gov.au)
  - (3) Water Metering & Servicing Guidelines (Water Authorities). A copy of these guidelines are available by visiting [www.yvw.com.au](http://www.yvw.com.au)
  - (4) All property service pipe is to be purple solid jacketed polyethylene (PE) pipe in accordance with the above standards

- **Inspections For Recycled Water Plumbing Works**

**The process for carrying out residential recycled water plumbing inspections has changed. As of 13<sup>th</sup> April 2015 Yarra Valley Water will be responsible for the following inspections:**

- Stage 1 (R1) – On completion of the pipework between the meter and the house (prior to backfilling)
- Stage 2 (R2) – On completion of the Roughing In (prior to plaster Installation)

**The Victorian Building Association (VBA) will continue to carry out the Stage 3 inspections up until 30th June 2015**

- Stage 3 (R3) – At the commissioning stage (prior to the building being occupied and lodgement of the Compliance Certificate)

Yarra Valley Water will only carry out the required inspections in so far as they relate to the Conditions of Connection issued for new developments connecting to recycled water.

Inspections will be carried out in accordance with the EPA Guidelines and a Risk Based Approach.

Yarra Valley Water is entitled to enter the relevant land and premises for the purpose of inspection of the recycled water supply as defined in these Conditions of Connection under the EPA Guidelines and Risk Based Approach.

Section 145 of the Water Act allows for the imposition of the Conditions of Connection response to an application or request for connection.

Section 150 of the Water Act provides authority for Yarra Valley Water to serve notice on the owner/developer for rectification of an assessed failure to comply with the EPA Guidelines.

Yarra Valley Water may issue a notice specifying observed non-compliance should the requirements

of these Conditions of Connection not be met insofar as they relate to recycled water. If non-compliance is observed connection to the recycled water system will not be permitted until a satisfactory inspection has been achieved.

If non-compliance continues, in order to maintain our servicing obligations (associated with public health) the recycled water supply can be disconnected.

Should Yarra Valley Water observe non-compliance with the Plumbing Regulations (which differ from compliance with the EPA Guidelines) the non-conformance may be reported to the Victorian Building Authority (VBA).

Yarra Valley Water will not be certifying or approving plumbing works in terms of quality and will not be liable for any poor workmanship carried out by the plumber

### **Booking an Inspection for each stage of work**

#### **a) Residential**

1. The plumber is required to use the VBA's E-Toolbox to electronically request mandatory inspections for recycled water for plumbing works as follows :

- (1) **Stage 1 (R1)** – On completion of the pipework between the meter and the house (prior to backfilling).

This inspection will be carried out by Yarra Valley Water in so far as it relates to the Conditions of Connection

Yarra Valley Water will not be certifying or approving plumbing works in terms of quality and will not be liable for any poor workmanship carried out by the plumber

- (2) **Stage 2 (R2)** - On completion of the "roughing in" (prior to plaster installation).

This inspection will be carried out by Yarra Valley Water in so far as it relates to the Conditions of Connection

Yarra Valley Water will not be certifying or approving plumbing works in terms of quality and will not be liable for any poor workmanship carried out by the plumber

- (3) **Stage 3 (R3)** – At the "commissioning stage" (prior to the building being occupied and lodgement of the Compliance Certificate)

This inspection will be carried out by the Victorian Building Authority up until **30th June 2015**.

**From 1st July 2015 onwards Yarra Valley Water will be responsible for all recycled water inspections. Details on how to schedule a booking can be found on the Yarra Valley Water Website prior to 1 July 2015**

2. Failure to book inspections may result in recycled water not being made available until these Conditions are met. Repeat offenders will be reported to the Victorian Building Authority by Yarra Valley Water

3. A PIC Consent Number is required for every property/residence being booked for inspections. Contact Yarra Valley Water if you do not have a PIC number for every property/residence being inspected
4. For unit developments a Stage 1 (R1) inspection is also required from the main meter to the check meters, therefore the PIC Consent Number is also required for the main to check inspection
5. Stage 1 (R1) & Stage 2 (R2) inspections can be booked consecutively for the same booking date only if they both ready for inspection
  - (1) Inspections can be booked from the following business day onwards during business hours depending on availability
  - (2) The latest time an inspection can be booked for is 4pm
6. Stage 2 (R2) inspections can only be booked on metered properties or where a test bucket has been used to pressurise the pipework. Prior to booking a Stage 3 inspection Stage (R1) & Stage 2 (R2) must be completed and passed. All tapware and plumbing fixtures must be fitted and operational.
  - (1) Straight bridging pieces where a meter is missing are not acceptable due to the risk of backflow contamination
  - (2) Properties using a straight piece will not pass these inspections
  - (3) Stolen meters must be reported by calling Yarra Valley Water on **1300 304 688**

**b) Non-Residential**

1. **The plumber is required to contact Yarra Valley Water directly (not VBA, previously the PIC) on 1300 651 511 or email [easyACCESS@yvw.com.au](mailto:easyACCESS@yvw.com.au) to request mandatory inspections for recycled water plumbing works** as follows:
  - (1) Stage 1 (R1): On completion of the pipework between the meter and the house (prior to backfilling)
  - (2) Stage 2 (R2): On completion of the Roughing In (prior to plaster installation)
  - (3) Stage 3 (R3): At the Commissioning stage (prior to the building being occupied and lodgement of the Compliance Certificate)
2. Irrigation Systems must be verified at each of the following stages:
  - (1) Stage 1 (R1): Meter to master solenoid valve (prior to backfilling)
  - (2) Stage 2 (R2): Commissioning (prior to lodgement of the Compliance Certificate)
3. Where the pressure testing of pipework installed for the provision of Class A Recycled Water requires a temporary interconnection with the drinking water supply plumbing, such interconnection is to be above ground and clearly visible
  - (1) This interconnection is to be removed by the private plumber at the time of the commissioning inspection

4. Inspections can be booked from the following business day onwards depending on availability
  - (1) The latest time an inspection can be booked for is 4pm
5. Failure to book inspections may result in recycled water not being made available until these Conditions are met. Repeat offenders will be reported to the Victorian Building Authority by Yarra Valley Water

- **Tappings**

- b) Residential**

1. Yarra Valley Water will carry out the tapping for the Class A recycled water supply and the drinking water supply at the same time
  - (1) The plumber will be required to book the two tappings at the same time and pay the relevant tapping fee
2. In the case of unit developments, please refer to section 6(b)

- c) Non-Residential**

1. Yarra Valley Water will carry out the tapping for the Class A recycled water supply and the drinking water supply at the same time and install the connecting valve between the property service and our supply system
  - (1) The private plumber will be required to book the two tappings at the same time and pay the relevant tapping fee
2. The private plumber must arrange at their expense, to install both the property service and the connecting works, including installation of the appropriate water meter/s delivered by Yarra Valley Water's contractor
  - (1) The drinking water property service pipe is to be PE pipe and must be water marked
  - (2) The Class A Recycled Water property service pipe is to be solid jacketed purple PE pipe and must be water marked
  - (3) PE pipe must not form any part of the water meter assembly
  - (4) Any 25mm installation must be fitted with a right-angle ball valve
  - (5) Meter installations must comply with Yarra Valley Water's approved metering technical drawings, which are available for download from [www.yvw.com.au](http://www.yvw.com.au)
  - (6) In the interest of health and safety it is the responsibility of the property owner to ensure that containment, zone and individual backflow prevention is provided
3. **In the case of short side installations** the recycled water service pipe is to be laid on the left of the drinking water property service pipe (when facing the property) and maintain 300mm separation
4. **In the case of long side installations** the same conduit for the drinking water property service may be utilised for the recycled water, however the 300mm separation is to be maintained on both the upstream and downstream ends of the conduit
5. The relevant Road Opening Permit must be obtained from the relevant Authority before

commencing any excavation work within a road reserve. It is the responsibility of the applicant to comply with every traffic management requirement contained in that permit

6. If at the time of the tapping the above works that the plumber is responsible for have not been completed, the tapping will be cancelled and a re-booking fee will apply

- **Locked Box**

- b) All recycled water meters for residential properties will be installed with a locked box at the time of the tapping
  1. The locked box can only be removed by a VBA (previously PIC) Inspector after the commissioning has been successfully completed
    - (1) If a locked box is removed prior to commissioning, this will be considered a breach of these conditions and the service may be plugged. Re-booking fees will apply to have the service reinstated
  2. A temporary interconnection with the drinking water supply plumbing may be established for pressure testing of pipework installed for the provision of Class A Recycled Water
    - (1) Such interconnection is to be above ground and clearly visible
    - (2) This interconnection is to be removed by the private plumber at the time of the commissioning inspection

- **Meter Assemblies & Positioning**

- b) Recycled water meters are to be positioned to the left of the drinking water meter assembly
- c) The water meter assemblies **cannot be moved** by the private plumber
  1. Residential:
    - (1) Potable and Recycled water meters in mandated recycled water areas can only be moved by Yarra Valley Water's Tapping Contractor within 600mm from the original tapping point
    - (2) The private plumber can request the meters to be moved at the time of the tapping
    - (3) If meters need to be moved >600mm or once the tapping has been completed then a plugging and re-tapping must be booked and the relevant fee paid
    - (4) Any meters which have been moved will be relocated to their original tapping location or the service will be plugged. Yarra Valley Water will recover these costs from the property owner. Re-booking fees will apply to have services reinstated
  2. Non-Residential:
    - (1) Meters cannot be moved once installed. Relocation requires a plugging and re-tapping to be booked and the relevant fee paid
- d) Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering
- e) Meters are not permitted to be installed in pits unless prior approval has been given by Yarra

Valley Water

- **Stolen Meters**

- b) Until the meter is replaced no connections between the supply and the dwelling are to be reinstated at the property. No straight pieces or alternative connections are allowed to be installed

- **Owner's Responsibility**

- b) It is the owner/s responsibility to carry out the following:
  1. Educate children and visitors to the property about the permitted uses of Class A recycled water
  2. Remove the handle from the recycled water taps when not in use
  3. Ensure that all recycled water prohibition signs are visible and legible at all times
  4. Ensure that in the case of Educational / Public Buildings, that the 'Hose Bib Tap Lock' is securely in place when recycled water external tap/s are not in use
- c) For Irrigation Systems:
  - (1) Until Class A Recycled Water is available (i.e. charged through the recycled water main), irrigation systems time of operation must comply with current Government water restriction requirements
  - (2) Class A Recycled Water must be used responsibly. To ensure positive public perception, irrigation during the middle of the day is not recommended
  - (3) Annual testing of the backflow prevention device is required to ensure the device is operating correctly
  - (4) Signage must be produced at the owner's expense and displayed prominently in each area recycled water is being used for irrigation purposes. These signs should comply with Australian Standards 2416-2002: *Design and application of water safety signs* and should contain the wording: "Recycled Water is used in this area. Do Not drink. Avoid Contact."
  - (5) Users of Class A Recycled Water for irrigation purposes are required to comply with Yarra Valley Water's '*End Use Protocol: Irrigation of Public Open Spaces (Garden Beds, Tress, Lawns)*', which can be downloaded at [www.yvw.com.au](http://www.yvw.com.au)
  - (6) An Environment Improvement Plan (EIP) is submitted in accordance with Yarra Valley Water guidelines for Class A Recycled Water
- d) The conditions detailed in this document are binding on subsequent owners of this recycled water property

**SEWER**

Following the completion of new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water. The plan can be uploaded for you at one of the easyACCESS outlets, emailed to [easyACCESS@yvw.com.au](mailto:easyACCESS@yvw.com.au).

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

## **AMENDMENTS**

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

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

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

## **INDEMNITY**

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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

SETTLEMENT PARTNERS PTY LTD.  
tanu@settlementpartners.com.au

## RATES CERTIFICATE

**Account No:** 2593526443  
**Rate Certificate No:** 30941128

**Date of Issue:** 16/05/2025  
**Your Ref:** SPVIC8830

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
17 HILLERMAN RD, WOLLERT VIC 3750	4045\PS735182	5134739	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	\$20.64	\$20.64
Residential Water and Sewer Usage Charge <i>Step 1 – 26.000000kL x \$3.43420000 = \$89.29</i>	12-02-2025 to 13-05-2025	\$89.29	\$89.29
Estimated Average Daily Usage \$0.99			
Residential Sewer Service Charge	01-04-2025 to 30-06-2025	\$118.19	\$118.19
Residential Recycled Water Usage Charge <i>Recycled Water Usage – 14.000000kL x \$1.92590000 = \$26.96</i>	12-02-2025 to 13-05-2025	\$26.96	\$26.96
Parks Fee	01-04-2025 to 30-06-2025	\$21.74	\$21.74
Drainage Fee	01-04-2025 to 30-06-2025	\$30.44	\$30.44
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$307.26



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 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 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 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 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 01/07/2024, Residential Recycled Water Usage is billed 192.59 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.

#### **Recycled water is available at this property**

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit [yvw.com.au/recycled](http://yvw.com.au/recycled).

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.

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**Property No:** 5134739

**Address:** 17 HILLERMAN RD, WOLLERT VIC 3750

**Water Information Statement Number:** 30941128

## HOW TO PAY



**Bill**er Code: 314567  
Ref: 25935264432

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**