

# Contract of Sale of Land

Property:

**5 Sash Street, Greenvale VIC 3059**



**Zora Law**  
EXPERIENCE KNOWLEDGE UNDERSTANDING

Office: 46 Sahi Crescent, Roxburgh Park VIC 3064

Tel: 03 9305 5509

Fax: 03 9308 5685

Email: [Admin@zlaw.com.au](mailto:Admin@zlaw.com.au)

Postal: PO BOX 1112, Craigieburn VIC 3064

Our Reference: LZ:153826

# Contract of Sale of Land

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

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 Land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

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

..... on ...../...../2024

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

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

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

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

..... on ...../...../2024

**Print names(s) of person(s) signing:** Timothy Ciavarella .....

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

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

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## Particulars of Sale

### Vendor's estate agent

Name: Jason Real Estate - Tullamarine  
 Address: 201B Melrose Drive, Tullamarine VIC 3043  
 Email: jason@jasonrealestate.com.au  
 Tel: 0411882605 Mob: 0419 332 536 Fax: Ref: Jason Sassine  
 93386411

### Vendor

Name: Timothy Ciavarella  
 Address:  
 ABN/ACN:  
 Email:

### Vendor's legal practitioner or conveyancer

Name: Zora Law  
 Address: 46 Sahi Crescent, Roxburgh Park VIC 3064  
 PO Box 1112, Craigieburn VIC 3064  
 Email: admin@zlaw.com.au  
 Tel: (03) 9305 5509 Mob: Fax: (03) 9308 5686 Ref: 153826

### Purchaser's estate agent

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

### Purchaser

Name:  
 Address:  
 ABN/ACN:  
 Email:

### Purchaser's legal practitioner or conveyancer

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

### Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12160 Folio 740	75	PS 808258F

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: 5 Sash Street, Greenvale VIC 3059

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

All fixtures and fittings as inspected

**Payment**

Price \$ \_\_\_\_\_  
Deposit \$ \_\_\_\_\_ by \_\_\_ / \_\_\_ / 20\_\_\_ (of which \$ \_\_\_\_\_ has been paid)  
Balance \$ \_\_\_\_\_ payable at settlement

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

**Settlement** (general conditions 17 & 26.2)

is due on \_\_\_ / \_\_\_ / 20\_\_\_

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

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

**Lease** (general condition 5.1)

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

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

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

OR

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

OR

a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender: .....

Loan amount: no more than ..... Approval date: .....

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

## Special Conditions

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

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

**1A Acceptance of title**

General condition 12.4 is added:

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.

**1B Foreign resident capital gains withholding**

1B.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.

1B.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a special clearance certificate issued by the Commissioner under section 14-200 (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.

1B.3 This special 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 is or will have a market value of \$2 million or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

1B.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.

1B.5 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
- (b) ensure that the representative does so.

1B.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 as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special 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 special 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.

1B.7 The representative is taken to have complied with the obligations in special condition 1B.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.

1B.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(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.

1B.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.

1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

**2. Foreign Takeovers Special Condition**

- 2.1 The Purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (C'th) do not require the Purchaser to obtain consent to enter this contract.
- 2.2 If there is a breach of the warranty contained in Clause 2.1 (whether intentional or not) the Purchaser must indemnify and compensate the Vendor for any loss, damage or cost which the Vendor incurs as a result of the breach.
- 2.3 This warranty and indemnity do not merge on completion of this contract.

**3. Representation Special Condition**

- 3.1 The Purchaser acknowledges and agrees that this Contract constitutes the entire agreement between the parties and there are no conditions, warranties or other terms affecting the sale other than those embodied herein.
- 3.2 The Purchaser further acknowledges and agrees that the Land together with any improvements is purchased by the Purchaser:-
  - a. as a result of the independent exercise for the Purchaser's own skill and judgment after due inspection and investigation; and
  - b. in its present condition and state of repair with all existing patent and latent defects, infestations, contamination and dilapidation;
 and that no representation or warranty has been made or given by the Vendor or by any persons acting on behalf of the Vendor to the Purchaser or to any person acting on behalf of the Purchaser as to:
  - a. the merchantability, quality or fitness for any purpose of the land or improvements;
  - b. the freedom of the Land from defects, infestations, contamination or dilapidation;
  - c. the use to which the Land or the improvements can lawfully be put;
  - d. whether development of any description may be carried out on the land; or
  - e. whether the improvements on the Land have been built or placed there in accordance with each approval required by law for the building or placement of the same.
- 3.3 The Purchaser shall make no requisition in respect of or objection to or claim any compensation for any contamination or pollution of the Land and shall at the Purchaser's own expense comply with the requirements of each competent authority for the abatement of any pollution or the clean up or any environmental audit (or any combination of them) of the Land and shall keep the Vendor indemnified at all times against the cost of doing so.

**4. Auction Special Condition**

IF AND ONLY IF, The property is offered for sale by public auction, the public auction is subject to the Vendor's reserve price. The Rules for the conduct of the Auction shall be as set out in the Schedules to *the Sale of Land (Public Auctions) regulations 2014* or any rules prescribed by regulation which modify or replace those Rules.

**5. Subject to Finance**

General condition 20 is amended so far as it is inconstant with this special condition. For the purchaser to terminate this contract of sale, they will need to show sufficient evidence that their finance was not approved based on the security of the house, not on their financial circumstances.

**6. Amendments**

- 6.1 General condition 33 is amended by replacing 2% with 8%.
- 6.2 General Conditions 9 do not apply to this Contract.
- 6.3 General Condition 31.4 – 31.6 do not apply to this contract

**7. Land Tax**

if this contract is entered into prior to 1 January 2024 then Land tax will be adjusted on the greater of the proportional basis or single holder basis; however, if this contract is entered into after 1 January 2024 then there will be no apportionment of land tax between the vendor and purchaser.

**8. Adjustments**

- 8.1 The purchaser and/or their representatives are required to provide the statement of adjustments with all applicable certificates at least 7 days prior to the scheduled settlement date; failure to comply with this condition, the vendor will be at liberty to delay settlement.
- 8.2 If the adjustments are not correct the Vendor will prepare the correct Statement of adjustments at a fixed fee of \$220, which will be adjusted for in the said corrected adjustments.

**9. Transfer of Land**

- 9.1 Time of delivery – Notwithstanding any General Condition hereof the Purchaser must deliver to the Vendor's solicitors the Transfer of land or prepare same on PEXA no later than Fourteen (14) days before the date for payment of the residue ("delivery date").
- 9.2 Failure to prepare on time - If the Purchaser fails to prepare the Transfer on or before the delivery date then without prejudice to the Vendor's other rights.
  - 9.2.1 The Vendor may complete this Contract at any time between the date for payment of the residue and the date which is Fourteen (14) days after the Purchaser prepares the Transfer; and
  - 9.2.2 The Purchaser must pay interest on the price for the period from the date of payment of the residue until the Contract is completed.

**10. Purchaser acknowledgements**

The purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf:

- 10.1 In its present condition and state of repair;
- 10.2 Subject to all defects latent and patent;
- 10.3 Subject to any infestations and dilapidation;
- 10.4 Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- 10.5 Subject to any non-compliance, regardless if it is disclosed herein or not, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.
- 10.6 subject to any non-compliance, regardless if it is disclosed herein or not, with any Act in respect of any building on the land.
- 10.7 Subject to any and all rubbish that may be left on the land prior to settlement.

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 clause.

**11. Town Planning**

- 11.1 The purchaser shall not requisition, object or claim compensation in respect of any restriction or prohibition on the use or development of or any zoning overlay or reservation affecting the property under any Planning Act or scheme or in any legislation or imposed by any authority empowered by legislation to control the use or development. AND The Purchaser acknowledges that by executing this contract they have been provided adequate documentation and have undertaken all necessary steps to ensure that they are satisfied in respect of any town planning and covenant to not make any claim, prior, during and post settlement of the property.
- 11.2 The Vendor does not warrant that the Land may be used for any particular purpose.

**12. Deposit**

The purchaser must pay the deposit:

- 12.1 to the Vendor's licenced estate agent, or
- 12.2 if there is no estate agent, to any trust account requested by the Vendor

**13. Company**

If a company purchases the property:

- 13.1 Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- 13.2 The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

**14. The Purchaser buys the Land subject to**

- 14.1 any encroachment of adjoining properties affecting the Land;
- 14.2 any Law affecting the Land;
- 14.3 any encroachment, restriction or condition affecting or imposed upon the Land or its use;
- 14.4 any easement, covenant or similar encumbrance;
- 14.5 any rights of or claims by any authority; and
- 14.6 the applicable planning scheme, and may not delay Settlement, make any requisition or objection or claim any compensation for the Vendor in connection with them,

**15. Stamp Duty**

Purchaser Buying in Unequal Interests: in the event there is more than one Purchaser it is the Purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the Property (the proportions) If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation. The Purchasers fully indemnify the Vendor, the Vendor's Agent and the Vendor's Legal Practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer from those in the Contract.

**16. Amendment:**

This Contract may only be varied, if the variation is signed by the parties; to avoid doubt, an initial is insufficient to amend this contract.

**17. Waiver of Rights**

Rights may be waived as follows:

- 17.1 any right may only be waived in writing, signed by the party giving the waiver.
- 17.2 no other conduct of the party (including a failure to exercise, or delay in exercising the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- 17.3 a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- 17.4 the exercise of all or part of a right does not prevent any further exercise of that right and any other right.

**18. Multiple Parties**

If a party to this document is made up of more than one person, or a term is used in document to refer to more than one party;

- 18.1 an obligation of those persons is joint and several;
- 18.2 a right of these persons is held by them severally; and
- 18.3 any other reference to that party or that terms is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking is given by each of them separately.

**19. Entire Contract**

This Contract is the entire Contract between the parties. There is no warranty, representation or guarantee of any nature relating to the subject matter of this Contract which is not contained in this Contract or the Vendors Statement.

**20. No Merger**

No provision of this Contract;

- 20.1 merges on or by virtue of settlement; or
- 20.2 are in any way modified or in-discharged or prejudiced by reason of any investigation made or information acquired by or on behalf of the Purchaser.

**21. Giving Effect to this Contract**

Each party must do anything (including execute Any document) and must ensure that its employees and agents do anything (including execute any document) that any other party may reasonably requires to give full effect to this Contract.

**22. Severability**

Any provision in this Contract which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, without affecting the remaining provisions of this Contract or affecting the validity or enforceability of that provision in any other jurisdiction.

**23. Duties Form**

The Vendor must be allowed seven (7) clear days to sign the online duties form, otherwise the Vendor will be at liberty to delay settlement.

**24. Damages and Penalty Interest**

24.1 Notwithstanding any other General Condition hereof if the Purchaser defaults under or breaches any of the terms and conditions of this Contract:-

24.1.1 The Purchaser shall pay upon demand all damages expenses and costs incurred by the Vendor arising out of such a default or breach and until payment thereof the Purchaser shall be deemed not to have remedied the default or breach and such damages expenses and costs shall be deemed part of the residue recoverable with interest pursuant to the terms of this Contract

24.1.2 The purchaser acknowledges that the damage may include damages incurred by the Vendor for a subsequent transaction.

24.1.3 The Purchase must pay \$330 (inclusive of GST) to the Vendor's representative for each and every settlement rebooking, unless the rebooking is a mere time slot change requested three (3) clear business days prior to settlement

24.1.4 The Purchaser acknowledges and accepts that the Vendor's cost for preparing and serving a notice of default and/or rescission shall be fixed at \$825 (inclusive of GST)

24.1.5 The purchaser shall pay all legal costs of the vendor incurred as a result of the purchaser's breach.

24.2 Notwithstanding any general condition to the contrary, the purchaser and/or their representative shall have three (3) clear business days to dispute a notice of default and/or rescission, after which they will be deemed to have accepted the said notice in its current form and waive their [purchaser's] rights to dispute the said notice.

24.2.1 Any such dispute must clearly identify and explain the matters to which the Purchaser takes issue with and/or disputes.

**25. Nomination**

The purchaser shall only be able to nominate if the following is complied with:

25.1 The nomination is provided by email no later than 14 days prior to settlement

25.2 The purchaser is not in breach of any the provision of this contract

25.3 The proposed nominee makes payment to the Vendor's representative in the fixed amount of \$350 excluding GST for the administration costs and disbursements of the Vendor, regardless of whether or not the nomination was ultimately effected or cancelled or varied.

25.5 The Purchaser remains personally liable for the performance of all of the Purchaser's obligations under this contract despite the nomination of any substitute or additional transferee.

25.6 The Purchaser is liable for and indemnifies the Vendor on demand against all Claims arising from or in connection with the nomination.

**26. Identity of the land mistakes and omissions**

An omission or mistake in the description, measurements or area of the land does not invalidate the sale and the purchaser cannot make any objection or claim for compensation for any alleged mis-description of the property or any deficiency in its area or measurements; or require the vendor to amend title or pay any cost of amending title.

**27. Disclosure**

The purchaser acknowledges that prior to the signing of this contract or any other document relating to this sale which is or is intended to be legally binding, they received from the vendor's agent a statement containing particulars specified in and otherwise complying with section 51 of the Estate Agents Act 1980 (Vic) (if applicable), a statement pursuant to section 32 of the Sale of Land Act 1962 (Vic) and a copy of this contract.

**28. Foreign Resident Capital Gains Withholding Payments**

In the event that this sale is of a property with a value of \$750,000.00 dollars or more then:

28.1 Clearance certificate or variation

28.1.1 vendor may advise the purchaser whether a clearance certificate or variation notice from the Australian Taxation Office will be provided.

28.1.2 A clearance certificate or variation will be given at least one (1) hour prior to settlement

28.2 Withholding and remission of payment

28.2.1 If the vendor gives a clearance certificate, the purchaser must not withhold any amount.

28.2.2 If the vendor gives the purchaser a variation notice, the purchaser must withhold the amount specified in that notice.

28.2.3 In the event that the vendor does not provide a clearance certificate or a variation notice prior to settlement then the purchaser must withhold 12.5% of the purchase price on account of the Foreign Resident Capital Gains Withholding Payment.

28.2.4 The purchaser must remit to the Australian Taxation Office any amount withheld on account of the Foreign Resident Capital Gains Withholding Payment as soon as possible following settlement.

28.3 Compliance costs

28.3.1 The purchaser must cover the costs for withholding and remittance of the Foreign Resident Capital Gains Withholding Payment.

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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



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

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

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

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

## 12. BUILDING WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

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

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

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## Money

### 14. DEPOSIT

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

- (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

## 15. DEPOSIT BOND

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

## 16. BANK GUARANTEE

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

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

## 17. SETTLEMENT

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

## 18. ELECTRONIC SETTLEMENT

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

## 19. GST

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

## 20. LOAN

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

## 21. BUILDING REPORT

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

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

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

**25. GST WITHHOLDING**

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is \*new residential premise or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
  - (a) settlement is conducted through the electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
  - (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
  - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and



- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser'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.
- 

## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

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

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the Sale of Land Act 1962; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
  - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
  - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
  - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
  - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
  - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
  - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
  - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

## 32. BREACH

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

### 35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
-

### Guarantee for Corporate Purchaser

#### Guarantee for corporate purchaser

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In consideration of the vendor contracting with the corporate purchaser

\_\_\_\_\_ [ insert guarantors full names ] (the guarantors), as is evidenced by the guarantors execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

**SIGNED** by \_\_\_\_\_ )  
the guarantors in the presence of: \_\_\_\_\_ )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

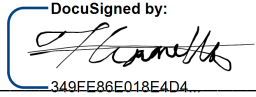
# Vendor Statement

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>	5 SASH STREET, GREENVALE VIC 3059
-------------	-----------------------------------

Vendor's name	Timothy Ciavarella	Date	15/11/2024
Vendor's signature	 349FE86E018E4D4		

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

## 1. FINANCIAL MATTERS

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

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

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

\$0.00	To	
--------	----	--

Other particulars (including dates and times of payments):

### 1.3 Terms Contract

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

Not Applicable

### 1.4 Sale Subject to Mortgage

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

Not Applicable

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

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

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable

### 2.2 Owner Builder

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

Not Applicable

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

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

### 3.2 Road Access

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

### 3.3 Designated Bushfire Prone Area

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

### 3.4 Planning Scheme

Attached is a certificate with the required specified information.

## 4. NOTICES

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

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

Not Applicable

### 4.2 Agricultural Chemicals

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

NIL

### 4.3 Compulsory Acquisition

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

NIL

## 5. BUILDING PERMITS

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

Are contained in the attached certificate

## 6. OWNERS CORPORATION

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

Not Applicable

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

## 8. SERVICES

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

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

**9. TITLE**

Attached are copies of the following documents:

9.1  (a) Registered Title

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

**10. SUBDIVISION**

**10.1 Unregistered Subdivision**

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

Not Applicable

**10.2 Staged Subdivision**

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

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

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

NIL

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

NIL

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

NIL

**10.3 Further Plan of Subdivision**

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

Not Applicable

**11. DISCLOSURE OF ENERGY INFORMATION**

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

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

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

(b) which has a net lettable area of at least 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](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

### Urban living

#### Moving to the inner city?

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

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

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

### Growth areas

#### Are you moving to a growth area?

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

### Flood and fire risk

#### Does this property experience flooding or bushfire?

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

### Rural properties

#### Moving to the country?

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

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

#### Can you build new dwellings?

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

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

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

### Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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



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

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

VOLUME 12160 FOLIO 740

Security no : 124119212345S  
Produced 21/10/2024 08:11 PM

**LAND DESCRIPTION**

Lot 75 on Plan of Subdivision 808258F.  
PARENT TITLE Volume 08645 Folio 296  
Created by instrument PS808258F 31/10/2019

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
TIMOTHY CIAVARELLA of 5 SASH STREET GREENVALE VIC 3059  
AT503497Y 11/08/2020

**ENCUMBRANCES, CAVEATS AND NOTICES**

COVENANT D098315 06/06/1968

COVENANT PS808258F 31/10/2019  
Expiry Date 01/01/2030

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  
AS596288S 07/10/2019

**DIAGRAM LOCATION**

SEE PS808258F 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: 5 SASH STREET GREENVALE VIC 3059

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 21541T WL LAWYERS  
Effective from 11/08/2020

DOCUMENT END



# Imaged Document Cover Sheet

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Document Identification	<b>PS808258F</b>
Number of Pages (excluding this cover sheet)	<b>8</b>
Document Assembled	<b>21/10/2024 20:11</b>

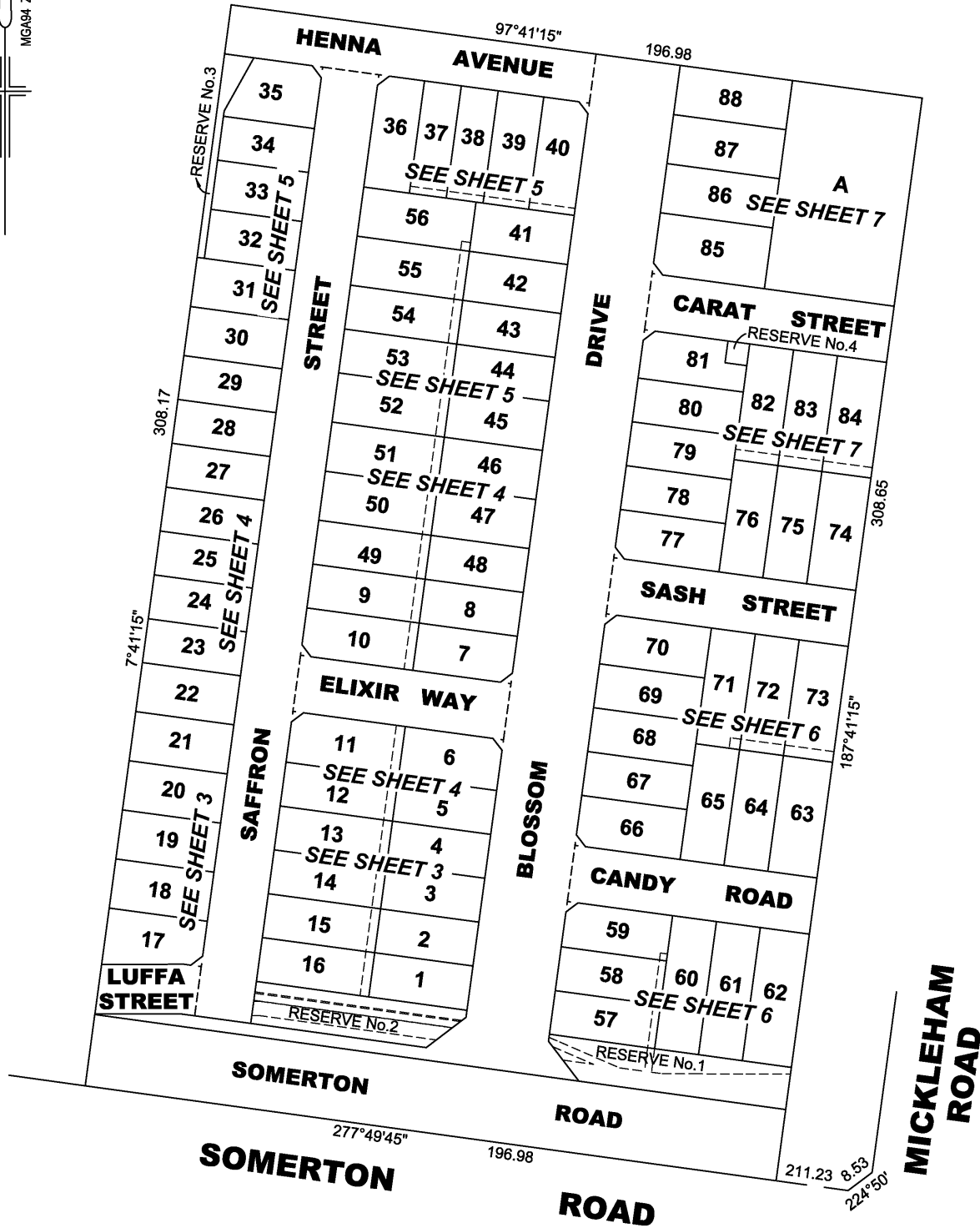
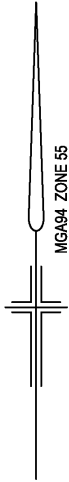
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<b>SUBDIVISION ACT 1988</b>		<b>PLAN OF SUBDIVISION</b>		<b>EDITION 1</b>	<b>PLAN NUMBER PS 808258F</b>
<b>LOCATION OF LAND</b> <b>PARISH:</b> YUROKE <b>TOWNSHIP:</b> ----- <b>SECTION:</b> 9 <b>CROWN ALLOTMENT:</b> ----- <b>CROWN PORTION:</b> P (PART) <b>TITLE REFERENCES:</b> VOL.8645 FOL.296  <b>LAST PLAN REFERENCE:</b> LP 74861 LOT 3 <b>POSTAL ADDRESS:</b> 780 SOMERTON ROAD, <small>(at time of subdivision)</small> GREENVALE 3059  <b>MGA CO-ORDINATES:</b> E 312 760 ZONE: 55 <small>(of approximate centre of land in plan)</small> N 5 832 800 GDA 94				Council Name: Hume City Council  Council Reference Number: S008374 Planning Permit Reference: P20060 SPEAR Reference Number: S109875M  <b>Certification</b>  This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 19/03/2018  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made  Digitally signed by: Katrina Toogood for Hume City Council on 30/08/2019  <b>Statement of Compliance</b> issued: 18/10/2019	
<b>VESTING OF ROADS OR RESERVES</b>					
<b>IDENTIFIER</b>		<b>COUNCIL / BODY / PERSON</b>			
ROADS, R-1		HUME CITY COUNCIL			
ROADS, R-2		ROADS CORPORATION			
RESERVE No.1		HUME CITY COUNCIL			
RESERVE No.2		HUME CITY COUNCIL			
RESERVE No.3		HUME CITY COUNCIL			
RESERVE No.4		JEMENA ELECTRICITY NETWORKS (VIC) LTD			
NUMBER OF LOTS IN THIS PLAN : 88 + BALANCE LOT A TOTAL AREA OF LAND IN THIS PLAN : 6.075 ha  <b>DEPTH LIMITATION:</b> DOES NOT APPLY					
<b>NOTATIONS</b>					
				<b>OTHER PURPOSE OF THIS PLAN:</b> <b>CREATION OF RESTRICTION:</b>  THE REGISTERED PROPRIETORS OF THE BURDENED LAND COVENANT WITH THE REGISTERED PROPRIETORS OF THE BENEFITED LAND AS SET OUT IN THIS RESTRICTION WITH THE INTENT THAT THE BURDEN OF THE RESTRICTION RUNS WITH AND BINDS THE BURDENED LAND AND THE BENEFIT OF THE RESTRICTION IS ANNEXED TO AND RUNS WITH THE BENEFITED LAND  BURDENED LAND: LOTS 1 - 88 BENEFITED LAND: LOTS 1 - 88  RESTRICTION: UNLESS WITH THE PRIOR APPROVAL OF THE RESPONSIBLE AUTHORITY, THE BURDENED LAND CANNOT BE USED EXCEPT IN ACCORDANCE WITH THE PROVISIONS RECORDED IN THE <b>MCP AA5356</b> .  EXPIRY DATE: 1st JANUARY 2030.	
<b>EASEMENT INFORMATION</b>					
<b>LEGEND:</b> A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)					<b>THIS IS A SPEAR PLAN</b>
					<b>STAGING:</b> THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. P20060  <b>SURVEY:</b> THIS PLAN IS BASED ON SURVEY  THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). -----  IN PROCLAIMED SURVEY AREA No. -----
<b>EASEMENT REFERENCE</b>	<b>PURPOSE</b>	<b>WIDTH (METRES)</b>	<b>ORIGIN</b>	<b>LAND BENEFITED /IN FAVOUR OF</b>	
E-1, E-3	DRAINAGE	SEE DIAG.	THIS PLAN	HUME CITY COUNCIL	
E-2, E-3	SEWERAGE	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER LIMITED	
E-4 E-4	WATER SUPPLY GAS SUPPLY	SEE DIAG. SEE DIAG.	THIS PLAN THIS PLAN	YARRA VALLEY WATER LIMITED AUSNET GAS SERVICES PTY LTD	
REF: <b>22949/PS</b>	VERSION: <b>Q</b>	DATE: 15/07/19 22949-PS-Q.DGN		ORIGINAL SHEET SIZE <b>A3</b>	SHEET <b>1</b> OF 8 SHEETS
<b>REEDS</b> CONSULTING		Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p [03] 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au		Digitally signed by: Alan Norman, Licensed Surveyor, Surveyor's Plan Version (Q), 18/07/2019, SPEAR Ref: S109875M	
PLAN REGISTERED TIME: 2.57 PM DATE: 31/10/2019 RHills Assistant Registrar of Titles					

PLAN NUMBER  
**PS 808258F**

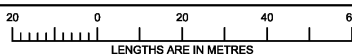


REF:  
**22949/PS**

VERSION:  
**Q**

DATE: 15/07/19  
22949-PS-Q.DGN

SCALE  
**1:1250**



ORIGINAL SHEET  
SIZE A3

SHEET 2



Reeds Consulting Pty Ltd  
Lvl 6, 440 Elizabeth Street  
Melbourne Victoria 3000  
p [03] 8660 3000  
www.reedsconsulting.com.au  
survey@reedsconsulting.com.au

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Surveyor's Plan Version (Q),  
18/07/2019, SPEAR Ref: S109875M

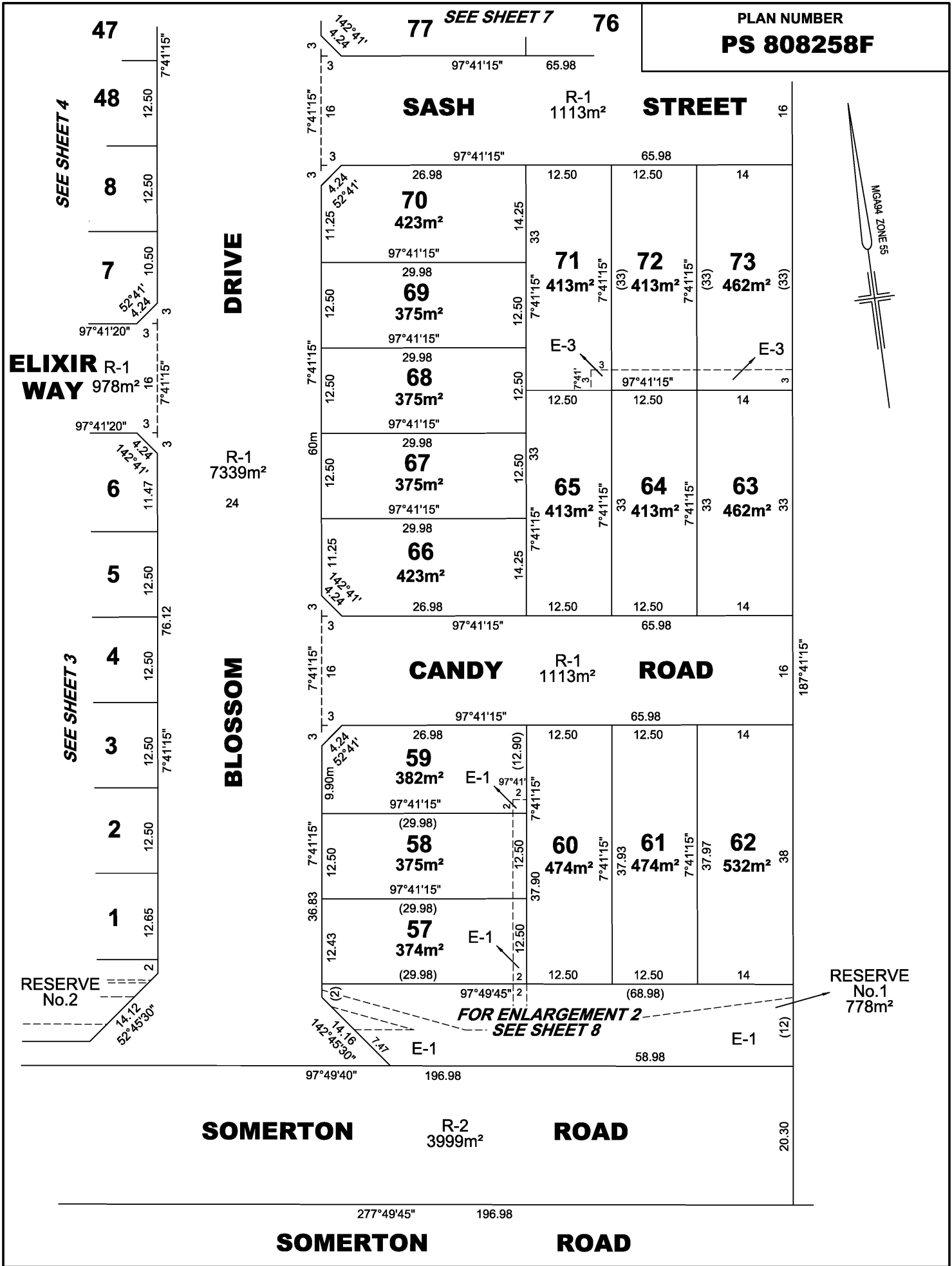
Digitally signed by:  
Hume City Council,  
30/08/2019,  
SPEAR Ref: S109875M











REF: <b>22949/PS</b>	VERSION: <b>Q</b>	DATE: 15/07/19 22949-PS-Q.DGN	SCALE <b>1:500</b>	<p>LENGTHS ARE IN METRES</p>	ORIGINAL SHEET SIZE A3	SHEET 6
<p>Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p [03] 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au</p>			Digitally signed by: Alan Norman, Licensed Surveyor, Surveyor's Plan Version (Q), 18/07/2019, SPEAR Ref: S109875M		Digitally signed by: Hume City Council, 30/08/2019, SPEAR Ref: S109875M	

PLAN NUMBER  
**PS 808258F**

**HENNA AVENUE**

**DRIVE**

R-1  
7339m<sup>2</sup>

**CARAT STREET**

RESERVE  
No.4  
38m<sup>2</sup>

**STREET**

**SASH STREET**

R-1  
1113m<sup>2</sup>

**STREET**

MCGY94 ZONE S5

SEE SHEET 5

SEE SHEET 5

SEE SHEET 4

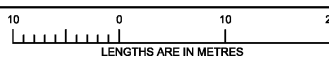
SEE SHEET 6

REF:  
**22949/PS**

VERSION:  
**Q**

DATE: 15/07/19  
22949-PS-Q.DGN

SCALE  
**1:500**



ORIGINAL SHEET  
SIZE A3

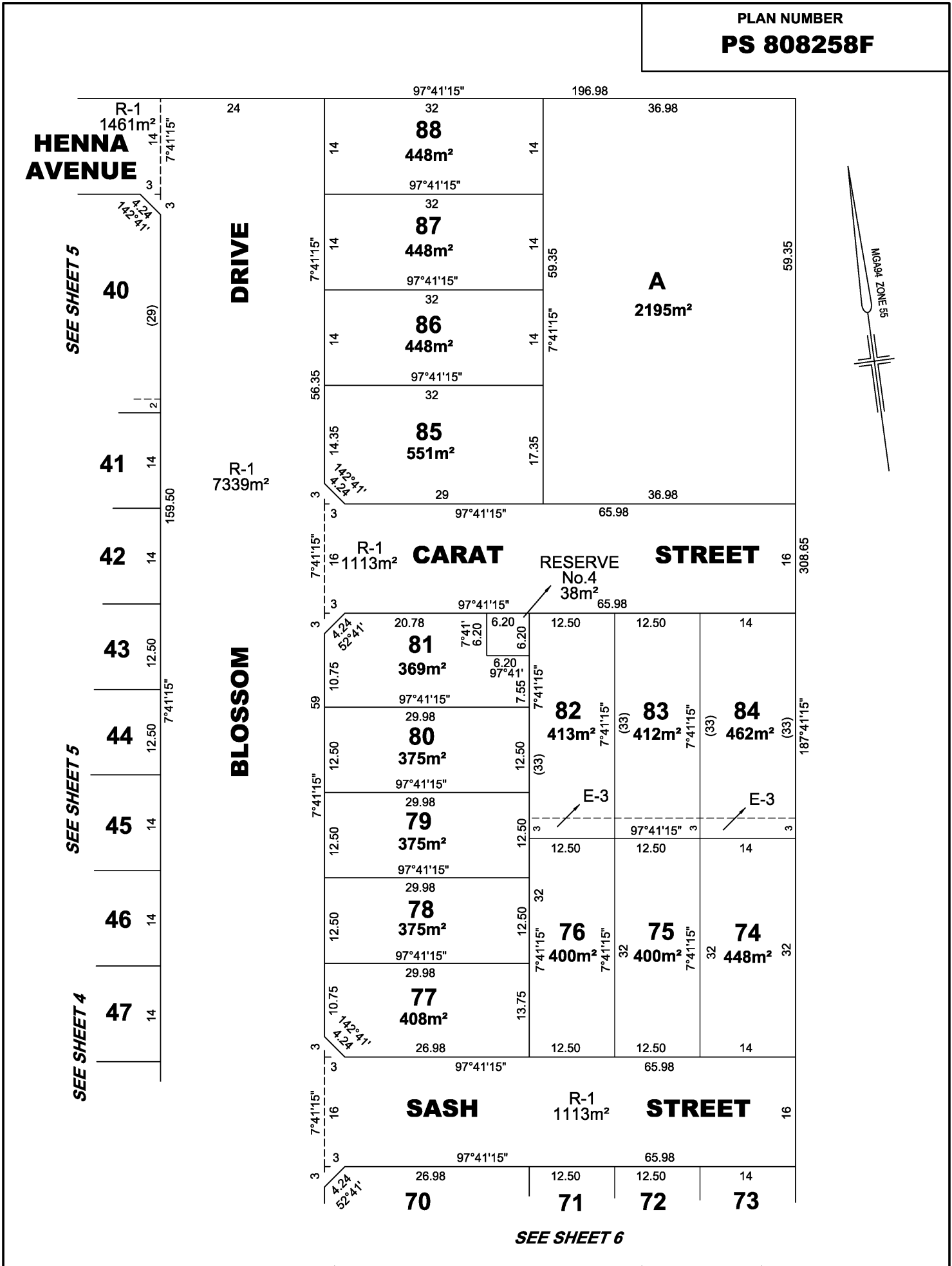
SHEET 7



Reeds Consulting Pty Ltd  
Lvl 6, 440 Elizabeth Street  
Melbourne Victoria 3000  
p [03] 8660 3000  
www.reedsconsulting.com.au  
survey@reedsconsulting.com.au

Digitally signed by: Alan Norman, Licensed Surveyor,  
Surveyor's Plan Version (Q),  
18/07/2019, SPEAR Ref: S109875M

Digitally signed by:  
Hume City Council,  
30/08/2019,  
SPEAR Ref: S109875M







# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

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

Produced 21/10/2024 08:11:33 PM

Status	Registered	Dealing Number	AS596288S
Date and Time Lodged	07/10/2019 04:51:55 PM		

### Lodger Details

Lodger Code	18776H
Name	HARWOOD ANDREWS
Address	
Lodger Box	
Phone	
Email	
Reference	AL - 21904108

## APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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### 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

FEE SIMPLE

### Land Title Reference

8645/296

### Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173  
Planning & Environment Act - section 173

### Applicant(s)

Name	HUME CITY COUNCIL
Address	
Street Number	1079
Street Name	PASCOE VALE
Street Type	ROAD
Locality	BROADMEADOWS
State	VIC
Postcode	3047

### Additional Details



# Department of Environment, Land, Water & Planning

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## Electronic Instrument Statement

Refer Image Instrument

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The applicant requests the recording of this Instrument in the Register.

---

### Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	HUME CITY COUNCIL
Signer Name	STUART MONOTTI
Signer Organisation	THE LANTERN LEGAL GROUP PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	07 OCTOBER 2019

---

### File Notes:

NIL

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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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Document Type	<b>Instrument</b>
Document Identification	<b>AS596288S</b>
Number of Pages (excluding this cover sheet)	<b>13</b>
Document Assembled	<b>21/10/2024 20:11</b>

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**SECTION 173 AGREEMENT  
PLANNING AND ENVIRONMENT ACT 1987**

**HUME CITY COUNCIL**  
Council

- and -

**ALAWI ISLAMIC ASSOCIATION OF VICTORIA INC**  
ABN 69 407 514 909  
Registered Land Owner

in relation to land at:  
**780 SOMERTON ROAD, GREENVALE**

4AXT:21904108

Harwood Andrews  
ABN 98 076 868 034  
Level 5, 707 Collins Street,  
Melbourne 3008, Victoria, Australia  
DX 30970 Stock Exchange  
PO Box 633 Collins Street West Vic 8007

T 03 9620 9399 F 03 9620 9288

THIS AGREEMENT is made the 03 day of October 2019

**PARTIES:**

1. **Hume City Council** of 1079 Pascoe Vale Road, Broadmeadows, Victoria, 3047  
(Council)
2. **Alawi Islamic Association of Victoria** (ABN 69 407 514 909) of 69 Coulstock Street, Epping, Victoria, 3076  
(Owner)

**RECITALS:**

- R.1. Council is responsible for the administration and enforcement of the Planning Scheme pursuant to the provisions of the Act.
- R.2. Council is also the collecting agency and the development agency under the DCP.
- R.3. Council enters into this Agreement in its capacity as a responsible authority and in its capacity as a collecting and development agency.
- R.4. The Owner is the registered proprietor of the Land.
- R.5. The DCP applies to the Land. The DCP sets out the contributions expected from individual landholders within the area covered by the DCP to fund infrastructure and services required as a result of development of the area covered by the DCP.
- R.6. The DCP provides that:
  - (a) where the collecting agency agrees in writing, infrastructure projects funded by the DCP may be provided by developers with a credit being provided to the developer against its development contribution liability;
  - (b) if the collecting agency agrees to works and/or provision of land in lieu of the payment of the Levy, the land owner must enter into an agreement under section 173 of the Act in respect of the proposed works and/or provision of land in lieu to specify implementation requirements; and
  - (c) Project IT05 may be provided as works in kind.
- R.7. Council issued the Permit in respect of the Land. The Permit requires the Owner to pay the Levy in accordance with the DCP. The DCP requires the Owner to enter into an agreement with Council pursuant to section 173 of the Act to provide for any infrastructure or land identified in the DCP that is to be provided in lieu of payment of the Levy.
- R.8. The Owner has requested, and Council has agreed, that the Owner provide Project IT05 in exchange for a Credit against its liability to pay the Levy subject to the terms of this Agreement.
- R.9. Project IT05 will be constructed on part of the Land and part of the road reserve on the southern side of Somerton Road for which VicRoads is responsible. The Public Acquisition Overlay – Schedule 1 of the Planning Scheme applies to the part of the Land on which Project IT05 will be constructed. The Public Acquisition Overlay – Schedule 1 allows VicRoads to acquire that part of the Land for the purpose of widening Somerton Road.
- R.10. VicRoads has consented to the construction of the Project IT05. The terms and conditions of VicRoads' consent are not the subject of this Agreement and will be documented separately.

- R.11. This Agreement is entered into between Council and the Owner pursuant to section 173 of the Act in order to meet the requirements of the conditions of the Permit and to achieve the objectives of planning in Victoria.
- R.12. The Land is subject to registered mortgage number AQ942926C in favour of Crosonic Pty Ltd, Prestige Wholesale Pty Ltd and Ark Asset Management Australia Ltd, which mortgagees, as evidenced by their consent on the attestation pages, consent to this Agreement.

**IT IS AGREED AS FOLLOWS:**

**1. DEFINITIONS**

In this Agreement unless inconsistent with the context or subject matter:

- 1.1. **Act** means the *Planning and Environment Act 1987 (Vic)*.
- 1.2. **Agreement** means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement.
- 1.3. **Approved Subdivision** means the subdivision approved under the Permit.
- 1.4. **Certificate of Practical Completion** means a written certificate prepared by Council stating that Project IT05 has been completed to the satisfaction of Council.
- 1.5. **Council** means Hume City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme or acting as the collecting agency for the purposes of section 46H of the Act and the DCP and includes its agents, officers, employees, servants, workers and contractors.
- 1.6. **Credit** means a credit against the Levy payable as described in clause 5.
- 1.7. **Current Address for Service**
- 1.7.1. for Council means the address shown on page 1 of this Agreement, or any other principal office address listed on the website of Council; and
- 1.7.2. for the Owner means the address shown on page 1 of this Agreement or any other address provided by the Owner to Council for any purpose or purposes relating to the Land.
- 1.8. **Current Email Address for Service**
- 1.8.1. for Council means contactus@hume.vic.gov.au, or any other email address listed on the website of Council; and
- 1.8.2. for the Owner means any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.
- 1.9. **Designs** means the detailed designs, engineering plans and specifications for Project IT05 (Sheets 1 and 5, Rev D; Sheet 2, Rev L; Sheets 3 and 10, Rev F; Sheets 4, 8 and 12, Rev E; Sheet 6, Rev J; Sheets 7 and 9, Rev G and Sheet 11, Rev B) prepared by Reeds Consulting and approved by VicRoads on 13 September 2019 as amended from time.
- 1.10. **DCP** means the Greenvale West [R3] Precinct Development Contributions Plan, as amended from time to time, being an incorporated document in the Planning Scheme.



- 1.11. **Endorsed Plan** means any plan endorsed under the Permit.
- 1.12. **GAIC** means the Growth Areas Infrastructure Contribution under the Act.
- 1.13. **GST Act** means the *New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time.
- 1.14. **LAC Act** means the *Land Acquisition and Compensation Act 1986* (Vic).
- 1.15. **Land** means the land known as 780 Somerton Road, Greenvale, being the land described in Certificate of Title Volume 08645 and Folio 296 and any reference to the Land includes any lot created by the subdivision of the Land or any part of it.
- 1.16. **Levy** means the development infrastructure levy that is required to be paid per net developable hectare of residential land upon development of the Land calculated and adjusted in accordance with the DCP.
- 1.17. **Localised Infrastructure** means works, services or facilities necessitated by the subdivision or development of the Land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local road, bridges, culverts and other water crossings, any required associated traffic control measures and devices. For the purposes of this Agreement, localised infrastructure does not include the infrastructure required in accordance with the DCP or other infrastructure that is in the nature of regional or state infrastructure.
- 1.18. **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 Land or any part of it.
- 1.19. **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Land or any part of it, and includes a Mortgagee in possession.
- 1.20. **Owner's Obligations** means the covenants, promises, agreements, indemnities, undertakings and warranties given by the Owner under this Agreement.
- 1.21. **party or parties** means the Owner and Council under this Agreement as appropriate.
- 1.22. **Permit** means planning permit no. P20060 issued by Council allowing the multi-lot subdivision of the Land, the removal of native vegetation, the creation of access to and the subdivision of land adjacent to a Road Zone Category 1 including the plans endorsed under the permit and as amended from time to time.
- 1.23. **Plan of Subdivision** means a plan showing the subdivision of the Land which creates an additional lot which can be disposed of separately or which can be re-subdivided.
- 1.24. **Planning Scheme** means the Hume Planning Scheme and any successor instrument or other planning scheme which applies to the Land.
- 1.25. **Project IT05** means the construction of the Somerton Road pedestrian signalised crossing point and pedestrian lights on the north and south sides of Somerton Road (DCP project number IT05), as identified in the DCP.
- 1.26. **Residential Lot** means a lot created as a result of the subdivision of the Land which in the opinion of Council is of a size and dimension that it is intended to be developed as a housing lot without further subdivision.
- 1.27. **Stage** is a reference to a stage of subdivision of the Land as identified on an Endorsed Plan.

- 1.28. **Statement of Compliance** means a statement of compliance issued under the *Subdivision Act 1988* (Vic).
- 1.29. **Tax Act** means the *Taxation Administration Act 1953* (Cth).
- 1.30. **Tribunal** means the Victorian Civil and Administrative Tribunal.

## 2. INTERPRETATION

In the interpretation of this Agreement unless inconsistent with the context or subject matter:

- 2.1. The singular includes the plural and the plural includes the singular.
- 2.2. A reference to a gender includes a reference to all other genders.
- 2.3. Words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa.
- 2.4. A reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law.
- 2.5. A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute.
- 2.6. The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- 2.7. References to the parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be.
- 2.8. Reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time.
- 2.9. Where a word or phrase is given a definite meaning in this Agreement, a part of speech or other grammatical form for that word or phrase has a corresponding meaning.
- 2.10. Where a word or phrase is not defined in this Agreement, it has the meaning as defined in the Act, or, if it is not defined in the Act, it has its ordinary meaning.

## 3. OWNER'S SPECIFIC OBLIGATIONS

### 3.1. Payment of the Levy

The Owner must pay the Levy in accordance with the Permit and subject to the Owner's entitlement to a Credit in accordance with this Agreement.

## 4. PROJECT IT05

### 4.1. Construction of Project IT05

The Owner must complete Project IT05:

- 4.1.1. at its cost;
- 4.1.2. in accordance with the Designs; and



- 4.1.3. in accordance with applicable laws and approvals;
- 4.1.4. unless otherwise agreed to by Council in writing, in accordance with the following timeframe:
  - 4.1.4.1. prior to the issue of a Statement of Compliance for the Approved Subdivision; and
  - 4.1.4.2. within 3 years of the commencement of this Agreement;
- 4.1.5. to the satisfaction of Council and VicRoads.

**4.2. Issue of a Certificate of Practical Completion**

The parties agree that when Project IT05 has been completed in accordance with this Agreement, Council must within a reasonable period issue a Certificate of Practical Completion for Project IT05.

**5. CREDIT**

**5.1. Issue of a Credit**

The parties agree that:

- 5.1.1. upon the issue of a Certificate of Practical Completion for Project IT05, Council will issue the Owner with a Credit equal to \$409,314;
- 5.1.2. the amount of the Credit identified in clause 5.1.1 represents the full cost of Project IT05 as identified in the DCP and adjusted in accordance with the DCP as at the date of this Agreement and will not be subject to any further adjustment.

**5.2. Application of the Credit**

The parties agree that:

- 5.2.1. the Owner will not be required to make cash payments towards the Owner's obligation to pay the Levy until any Credit has been exhausted as determined in accordance with clause 5.3; and
- 5.2.2. prior to the issue of a Statement of Compliance for the Approved Subdivision, Council must deduct the Credit from any Levy payable in relation to the Approved Subdivision.

**5.3. Exhaustion of the Credit**

Where the amount of the Levy payable in relation to the Approved Subdivision exceeds the amount of any Credit:

- 5.3.1. Council must notify the Owner in writing that the Credit has or will be exhausted; and
- 5.3.2. the Owner must pay in cash an amount equal to the amount of Levy payable in relation to the Approved Subdivision that exceed the amount of any Credit remaining prior to the issue of the Statement of Compliance for the Approved Subdivision.

**6. PROVISION OF INFORMATION BY THE OWNER**

In a request for a Statement of Compliance for the Approved Subdivision, the Owner must include the following information:

- 6.1. the net developable hectares of land included in the Approved Subdivision;
- 6.2. the Levy payable in relation to the Approved Subdivision;
- 6.3. the amount of Credit to be deducted in relation to the Approved Subdivision; and
- 6.4. the amount of Credit remaining following deduction in relation to the Approved Subdivision, to the satisfaction of Council.

**7. FURTHER COVENANTS OF THE OWNER**

The Owner warrants and covenants with Council that:

- 7.1. it is the registered proprietor (or entitled to be so) of the Land;
- 7.2. save as shown in the certificate of title to the Land, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part of it and not disclosed by the usual searches;
- 7.3. neither the Land nor any part of it is subject to any right obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958 (Vic)*;
- 7.4. it will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first providing to its successors a copy of this Agreement;
- 7.5. it will within 28 days of written demand pay to Council the Council's reasonable costs (including legal or other professional costs) and expenses of and incidental to the:
  - 7.5.1. negotiation, preparation, execution and recording of this Agreement;
  - 7.5.2. assessment, negotiation, preparation, execution and recording of any proposed amendment to this Agreement;
  - 7.5.3. the cancellation or alteration of this Agreement in the Register; and
  - 7.5.4. determination of whether any of the Owner's obligations have been undertaken to the satisfaction of Council or to give consent to anything under this Agreement;
- 7.6. to the extent that the costs and expenses to be paid for by the Owner in accordance with clause 7.5 constitute legal professional costs, Council may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in that event the parties will be bound by the amount of that assessment, with any fee for obtaining such an assessment being borne equally by Council and the Owner. Such costs payable by the Owner will include the costs and disbursements associated with the recording, cancellation or alteration of this Agreement in the Register;
- 7.7. it will do all that is necessary to enable Council to make application to the Registrar of Titles to record this Agreement in the Register in accordance with the Act, including the signing of any further agreement, acknowledgment or other document; and



- 7.8. until such time as this Agreement is recorded in the Register, the Owner must ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

## **8. ACKNOWLEDGEMENT BY THE PARTIES**

The Parties acknowledge and agree that:

- 8.1. this Agreement relates only to infrastructure that is set out in the DCP and not Localised Infrastructure except to the extent that the Localised Infrastructure is specifically funded under DCP; and
- 8.2. compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Land.

## **9. FURTHER ASSURANCE**

The parties to this Agreement will do all things necessary (including signing any further agreement, acknowledgement or document) to give full effect to the terms of this Agreement and to enable this Agreement to be recorded in the Register in accordance with the Act.

## **10. AMENDMENT**

This Agreement may be amended only in accordance with the requirements of the Act.

## **11. NO WAIVER**

No waiver by any party of any default in the strict and literal performance of or compliance with any provision, condition or requirement in this Agreement will be deemed to be a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement nor to be a waiver of or in any way release any party from compliance with any provision, condition or requirement in the future nor will any delay or omission of any party to exercise any right under this Agreement in any manner impair the exercise of such right accruing to it thereafter.

## **12. NO FETTERING OF POWERS OF COUNCIL**

The parties acknowledge and agree 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 Land or relating to any use or development of the Land.

## **13. NOTICES**

All notices and other communications under this Agreement will be sent by prepaid mail, by hand delivery or email to the Current Addresses for Service or Current Email Address for Service of the parties, and may be sent by an agent of the party sending the notice. Each notice or communication will be deemed to have been duly received:

- 13.1. not later than two business days after being deposited in the mail with postage prepaid;
- 13.2. when delivered by hand; or



13.3. if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000* (Vic).

**14. COSTS ON DEFAULT**

If the Owner defaults in the performance of any obligations under this Agreement it will pay to Council its reasonable costs of action taken to achieve compliance with this Agreement.

**15. INVALIDITY OF ANY CLAUSE**

Notwithstanding anything to the contrary in this Agreement, if any provision of this Agreement will be invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with those terms.

**16. AGREEMENT BINDING ON SUCCESSORS OF OWNERS**

This Agreement will extend to and bind the Owner's successors, assigns, administrators, transferees and legal personal representatives and the obligations imposed upon them will also be binding on their successors, transferees, purchasers, mortgagees and assigns as if each of them had separately executed this Agreement.

**17. JOINT OBLIGATIONS**

In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this Agreement and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.

**18. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

**19. GST**

19.1. 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.

19.2. Except where express provision is made to the contrary, and subject to this clause, any consideration that may be provided under this Agreement is exclusive of any GST. If a party makes a taxable supply in connection with this Agreement for a consideration which represents its value, then the recipient of the taxable supply must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.

19.3. To the extent that one party is required to reimburse another party for costs incurred by the other party, those costs do not include any amount in respect of GST for which the other party is entitled to claim an input tax credit.

19.4. A party's right to payment of GST is subject to a tax invoice being delivered to the recipient of the taxable supply.

20. **FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING TAX**

- 20.1. The Parties agree that the words defined or used in subdivision 14-D of schedule 1 of the Tax Act have the same meaning in this clause unless the context requires otherwise.
- 20.2. The Owner acknowledges and agrees that if Council is required to pay the Commissioner an amount in accordance with subdivision 14-D of schedule 1 of the Tax Act for any transfer to or vesting of land by the Owner in Council under this Agreement (**the Amount**):
- 20.2.1. at least 60 days prior to the transfer to or vesting of such land in Council, the Owner must provide Council with a clearance certificate issued by the Commissioner under section 14-220 (1) of schedule 1 to the Tax Act, which must be valid for the period within which the relevant land is to be vested in or transferred to Council and must be issued in the exact name of the Owner; or
- 20.2.2. where a clearance certificate is not provided in accordance with 20.2.1:
- 20.2.2.1. if the land is to be transferred or vested in Council in exchange for a cash payment to the Owner, then the Amount is to be deducted from the total cash payment;
- 20.2.2.2. if the land is to be transferred or vested in Council in exchange for non-cash consideration, the Owner must pay the Amount to Council at least 30 days prior to the transfer to or vesting of the land in Council; and
- 20.2.3. if the land is to be transferred or vested in Council in exchange for part cash payment and part non-cash consideration, then the Amount is to be deducted from the total cash payment and to the extent that the total cash payment is less than the Amount, the Owner must pay the difference to Council at least 30 days prior to the transfer to or vesting of the land in Council.
- 20.3. The Owner acknowledges and agrees that it must provide Council with all information and assistance necessary to enable Council to comply with its obligation to make a payment under subdivision 14-D of schedule 1 of the Tax Act in respect to the transfer to or vesting of land in Council under this Agreement.
- 20.4. The Owner indemnifies Council against any interest, penalty, fine or other charge or expense incurred by Council arising from a failure by Council to pay the Amount in accordance with subdivision 14-D of schedule 1 of the Tax Act as a result of the Owner's failure to comply with its obligations under this clause of the Agreement.

21. **COUNTERPARTS**

This Agreement may be executed in counterparts. Each counterpart is an original but the counterparts together are one and the same agreement. The Agreement is binding on the parties on the exchange of the executed counterparts. A copy of the original executed counterpart send my email:

- 21.1. must be treated as an original counterpart;
- 21.2. is sufficient evidence of the execution of the original; and
- 21.3. may be produced in evidence for all purposes in place of the original.

## 22. COMMENCEMENT AND ENDING OF AGREEMENT

- 22.1. This Agreement will commence:
- 22.1.1. on the date that it bears; or
  - 22.1.2. if it bears no date, on the date it is recorded in the Register.
- 22.2. This Agreement will end:
- 22.2.1. in the event the Owner has not completed Project IT05 in accordance with clause 4.1.4 of this Agreement;
  - 22.2.2. in respect of all other land this Agreement will end when the Owner has complied with all of the Owner's obligations under this Agreement or otherwise by agreement between the parties in accordance with section 177(2) of the Act.
- 22.3. Where this Agreement ends pursuant to clause 4.1.4, the Owner will not be entitled to any Credit or reimbursement of costs for any works undertaken in relation to Project IT05.
- 22.4. As soon as reasonably practicable after the Agreement has ended, Council will at the Owner's request and at the Owner's cost, apply to the Registrar of Titles under section 183(1) of the Act to cancel the recording of the Agreement.



**EXECUTED AS A DEED**

**THE COMMON SEAL of HUME CITY COUNCIL**  
was hereto affixed on 03 day of OCTOBER 2019  
in the presence of:



.....  
Councillor C. Moore  
.....  
Chief Executive Officer [Signature]  
.....

Executed by **ALAWI ISLAMIC ASSOCIATION OF VICTORIA INC ABN 69 407 514 909** in accordance with section 38 of the *Associations Incorporation Reform Act 2012* (Vic):

..... )  
Signature of Committee Member )  
Signature of Committee Member or Secretary )  
..... )  
Print full name )  
Print full name )  
..... )

**OR**

Executed by **ALAWI ISLAMIC ASSOCIATION OF VICTORIA INC ABN 69 407 514 909** by *[insert name of authorised person]* PAUL CICCHIELLO under an instrument of authorisation dated *[insert date]* 22/1/17 pursuant to section 39 of the *Associations Incorporation Reform Act 2012* (Vic)

.....  
Witness [Signature]  
.....  
.....  
Attorney/Agent [Signature]  
.....


### MORTGAGEE CONSENT

Crosonic Pty Ltd, Prestige Wholesale Pty Ltd and Ark Asset Management Australia Ltd as Mortgagees under Instrument of Mortgage No. AQ942926C consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

DATED: 18/9/19

  
Executed for and on behalf of  
Crosonic Pty Ltd

DATED: 18/9/19

  
Executed for and on behalf of  
Prestige Wholesale Pty Ltd

DATED: 14/9/19

  
Executed for and on behalf of  
Ark Asset Management Australia Ltd

AS5962885



# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
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2- 8 898847 JUN 9 1968

*H. C. Leamer Walker* REGD.  
M. F. HUGHES, LL.B.

NO CERT

VICTORIA

TRANSFER OF LAND



*Handwritten scribbles*

D. GAMBLE & SONS PROPRIETARY LIMITED (in Voluntary Liquidation) of  
Greenvale being registered as the proprietor of an estate in fee simple  
~~in the land hereinafter described subject to the encumbrances notified~~  
hereunder IN CONSIDERATION of the sum of THIRTEEN THOUSAND FIVE HUNDRED  
DOLLARS paid to it by GEORGE PIRIE COPLAND, Plumber and FRANCES MAUREEN  
COPLAND Married Woman both of 4 Rylands Drive Tullamarine DOTH HEREBY  
TRANSFER to the said GEORGE PIRIE COPLAND and FRANCES MAUREEN COPLAND  
All its estate and interest in All That piece of land being ~~the whole~~  
Lot 3 on Plan of Subdivision No. 74861 and being the whole of the land more particularly described in Certificate of Title Volume  
8645 Folio 296 together with all registered and appurtenant easements  
AND the said GEORGE PIRIE COPLAND and FRANCES MAUREEN COPLAND for  
themselves their executors administrators and transferees DOTH HEREBY  
AND AS SEPARATE COVENANTS COVENANT with the said D. Gamble & Sons

~~Proprietary Limited (in Voluntary Liquidation)~~ and its transferees or  
other the registered proprietor or proprietors for the time being of  
the land comprised in the said Plan of Subdivision and every part or  
parts thereof (other than the land hereby transferred) that they will  
not at any time hereafter carry on or suffer to be carried on upon the  
said Lot or any part thereof the trade or business of pig farming or  
any other unwholesome trade or business which might be offensive or  
injurious to the neighbourhood and it is intended that the above  
Covenant shall appear as an encumbrance on the Certificate of Title to  
issue in respect of the said Lot hereby transferred and shall run with  
the land hereby transferred.

DATED the 3rd day of June 1968

THE COMMON SEAL of D. GAMBLE & SONS PROPRIETARY LIMITED (in Voluntary Liquidation) was hereby affixed by:-



..... J. Downing Liquidator

SIGNED by the said GEORGE PIRIE COPLAND in Victoria in the presence of:-

*G. P. Copland*

SIGNED by the said FRANCES MAUREEN COPLAND in Victoria in the presence of:-

*F. M. Copland*

ENCUMBRANCES REFERRED TO

NIL

VICTORIA STAMP DUTY

JUN-368 640215 32491

LEI 1019\*\*\*\*2050

17 JUN 1968

A memorandum of the within instrument  
has been entered in the Register Book



DATED

1968

D. GAMBLE & SONS PROPRIETARY LIMITED

- to -

G. P. & F. M. COPLAND

TRANSFER OF LAND

M. F. HUGHES, LL. B.,  
Barrister & Solicitor,  
300 Barkly Street,  
BRUNSWICK, 3056

38-5673



# PROPERTY REPORT

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 11 November 2024 06:02 PM

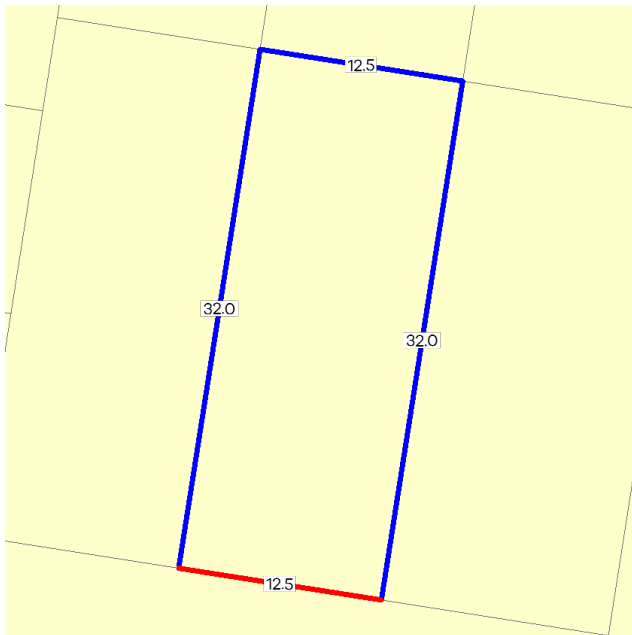
## PROPERTY DETAILS

Address: **5 SASH STREET GREENVALE 3059**  
Lot and Plan Number: **Lot 75 PS808258**  
Standard Parcel Identifier (SPI): **75\PS808258**  
Local Government Area (Council): **HUME**  
Council Property Number: **732483**  
Directory Reference: **Melway 178 J7**

[www.hume.vic.gov.au](http://www.hume.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: **JEMENA**

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **GREENVALE**

## PLANNING INFORMATION

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

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

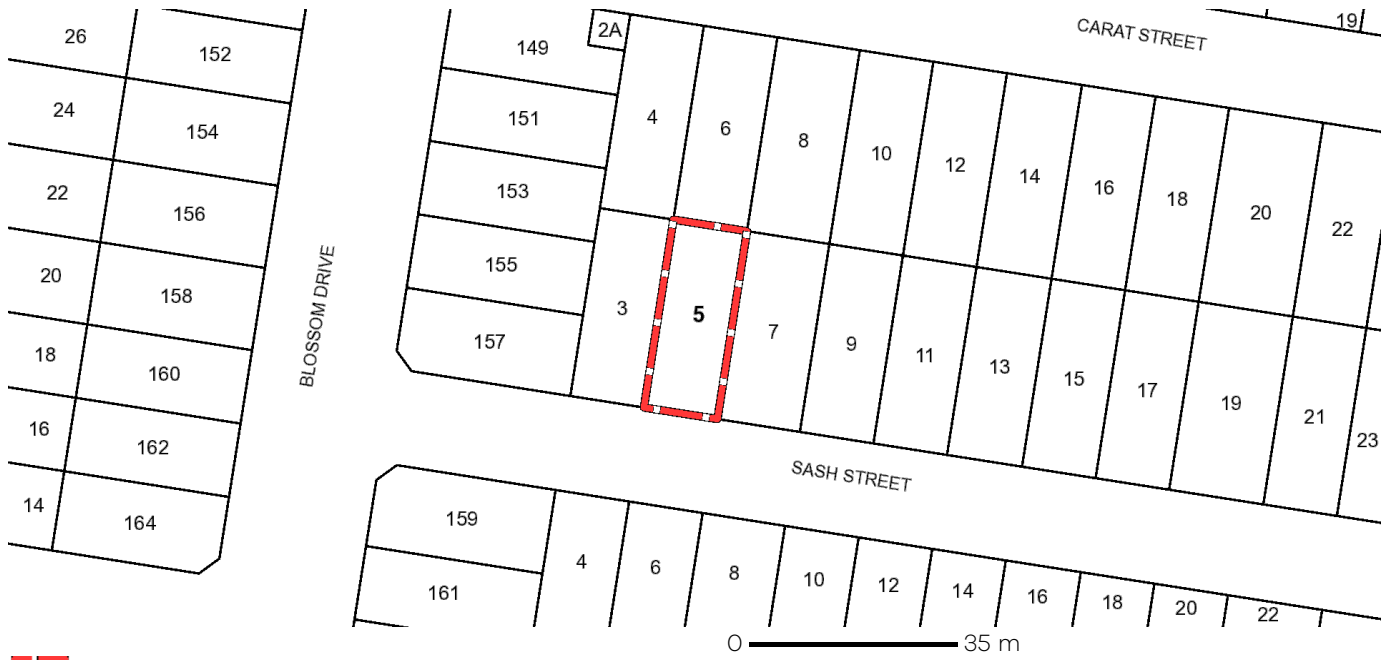
Planning Property Reports can be found via these two links

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

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

# PROPERTY REPORT

## Area Map



 Selected Property

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 11 November 2024 06:01 PM

## PROPERTY DETAILS

Address: **5 SASH STREET GREENVALE 3059**  
 Lot and Plan Number: **Lot 75 PS808258**  
 Standard Parcel Identifier (SPI): **75\PS808258**  
 Local Government Area (Council): **HUME**  
 Council Property Number: **732483**  
 Planning Scheme: **Hume**  
 Directory Reference: **Melway 178 J7**

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

[Planning Scheme - Hume](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
 Legislative Assembly: **GREENVALE**

## OTHER

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

[View location in VicPlan](#)

## Note

**This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.**

For more information about this project go to [Victorian Planning Authority](#)

## Planning Zones

[URBAN GROWTH ZONE \(UGZ\)](#)

[URBAN GROWTH ZONE - SCHEDULE 3 \(UGZ3\)](#)



**UGZ - Urban Growth**

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

# PLANNING PROPERTY REPORT

## Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)  
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 \(DCPO3\)](#)

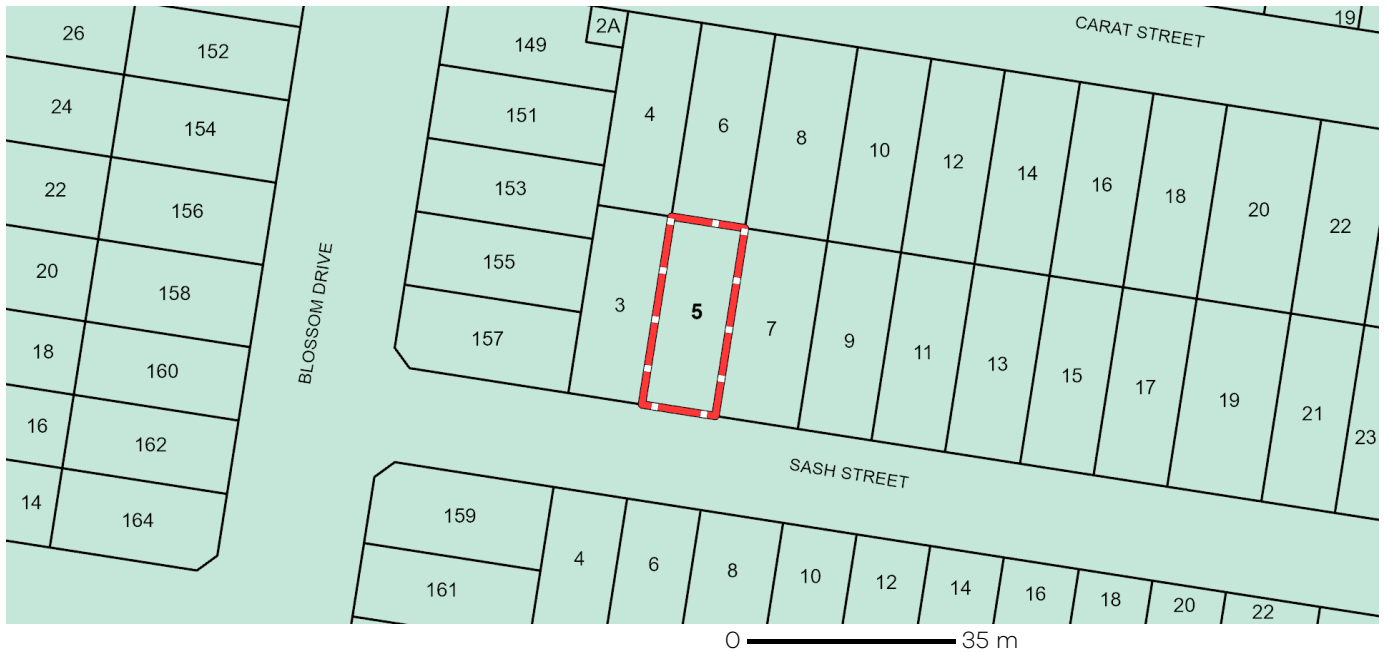


 **DCPO - Development Contributions Plan Overlay**

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

## Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005.  
 It may be subject to the Growth Area Infrastructure Contribution.  
 For more information about this contribution go to [Victorian Planning Authority](#)



 **Land added to the UGB since 2005**

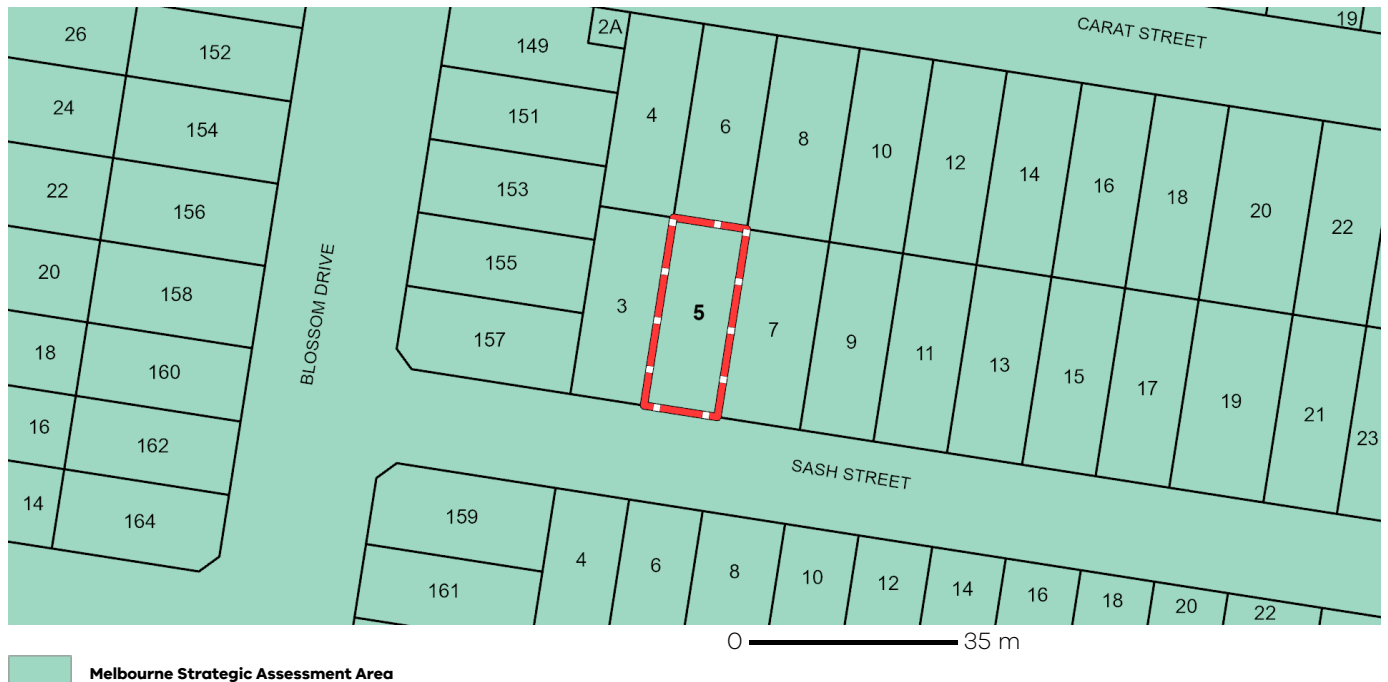
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 Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

# PLANNING PROPERTY REPORT

## Melbourne Strategic Assessment

This property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://nvm.delwp.vic.gov.au/BCS>



## Further Planning Information

Planning scheme data last updated on 6 November 2024.

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

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

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

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

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

# PLANNING PROPERTY REPORT

## Designated Bushfire Prone Areas

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

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

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



Designated Bushfire Prone Areas

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>.



**Opes Building Solutions**

ABN: 93613 578 493

PO BOX 362, GLENROY, VIC, 3046

Tel: (03) 9304 4412

Email: admin@opesbs.com.au

Website: www.opesbs.com.au

Project Number: 20190881

**FORM 2**

**Building Act 1993**

Building Regulations 2018 - Regulation 37(1)

**Building Permit No. BSU-44430/4423823292537**

**Issue to**

Agent of Owner: **Bourne Construction Aus Pty Ltd**  
 Postal Address: **20 Honour Street, CRAIGIEBURN VIC**  
 Email: **info@bourneconstruction.com.au**

Postcode: **3064**  
 Telephone: **0418 507 020**

*Address for serving or giving of documents:*

**20 Honour Street, CRAIGIEBURN VIC**  
 Contact Person: **Abdullah Akbaba**

Postcode: **3064**  
 Telephone: **0418 507 020**

**Ownership Details**

Owner: **Sinan Aysel**  
 Postal Address: **2/284 Waterloo Road, GLENROY VIC**  
 Email: **sinan.aysel@icon.co**  
 Contact Person: **Sinan Aysel**

Postcode: **3046**  
 Telephone: **0422 815 600**

**Property Details**

Number: <b>5</b>	Street/Road: <b>Sash Street</b>	Suburb: <b>Greenvale</b>	Postcode: <b>3059</b>
Lot/s: <b>75</b>	LP/PS: <b>n/a</b>	Volume: <b>n/a</b>	Folio: <b>n/a</b>
CA: <b>n/a</b>	Section No: <b>n/a</b>	Parish: <b>n/a</b>	County: <b>n/a</b>
Municipal District:	<b>City of Hume</b>		

**Builder**

Name: **Bourne Construction Aus Pty Ltd**  
 Registration no.: **CDB-M 51428**  
 Postal Address: **20 Honour Street, CRAIGIEBURN VIC**

Telephone: **0418 507 020**  
**Domestic Builder - Unlimited**  
 Postcode: **3064**

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

**Building practitioner or architect engaged to prepare documents for this permit**

Name	Category/class	Registration Number
Sina Yucel	Draftsperson - Building Design (Architectural)	DP-AD 39426
Furkan Resuloglu	Engineer Civil	EC-42270

**Details of Domestic Building Work Insurance**

Name of Builder: **Bourne Construction Aus Pty Ltd**  
 Name of Issuer or Provider: **Insurance House Pty Ltd**  
 Policy Number: **C477933**  
 Policy cover: **\$260,000.00**

**Nature of Building Work**

Construction of a New Single Storey Dwelling & Associated Garage  
 Storeys contains: **1**  
 Version of BCA applicable to permit: **Vol. 2 2019**  
 Stage of Building Work Permitted: **Entire - Dwelling & Garage**  
 Cost of Building Work: **\$260,000.00**  
 Total floor area of new building work m<sup>2</sup>: **240**

**BCA Classification**Part of Building: **Entire Dwelling**Class: **1ai**Part of Building: **Associated Garage**Class: **10a****Performance Solution**

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

Relevant performance requirement	Details of performance solution
P2.6.1 / Part 3.12.0	To permit use of reticulated Class A recycled water in lieu of providing a solar hot water system or rainwater tank connected to sanitary flushing facilities as prescribed within BCA Vol 2.

**Protection Work**

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

**Inspection Requirements**

The mandatory inspection notification stages are:

1. Pre-Slab Inspection
2. Slab-Steel Inspection
3. Frame Inspection
4. Final Inspection

**Occupation or User of Building:** An occupancy permit is required prior to the occupation or use of this building

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

**Commencement and Completion**

This building work must commence by 29 November 2020

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

This building work must be completed by 29 November 2021

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

**Conditions and required Certificates**

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

**Relevant Building Surveyor**

Name: **Mehmet Yuksel**  
 Address: **Level 1, Suite 9, 785 Pascoe Vale Road, GLENROY, VIC, 3046**  
 Email: **admin@opesbs.com.au**  
 Registration no.: **BSU-44430**  
 Municipal district: **City of Hume**  
 Permit No.: **BSU-44430/4423823292537**  
 Issue Date: **29 November 2019**

Signature:







**INSURANCE HOUSE PTY LTD**  
 Level 3, 100 Wellington Parade  
 East Melbourne VIC 3002  
<https://www.insurancehouse.com.au/business/warranty/builders-warranty-victoria>

1300 305 834

# Domestic Building Insurance

## Certificate of Insurance

<b>Sinan Aysel</b> 2284 Waterloo Road Glenroy VIC 3046	Policy Number: <b>C477933</b>  Policy Inception Date: <b>21/11/2019</b>  Builder Account Number: <b>005964</b>
---	---

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

Policy Schedule Details	
Domestic Building Work:	C01: New Single Dwelling Construction
At the property:	5 Sash St Greenvale VIC 3059 Australia
Carried out by the builder:	BOURNE CONSTRUCTION AUSTRALIA PTY. LTD.
Builder ACN:	163302912
<p><b>!</b> if the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.</p>	
For the building owner(s):	Sinan Aysel
Pursuant to a domestic building contract dated:	02/07/2019
For the contract price of:	\$ 260,000.00
Type of Cover:	Cover is only provided if BOURNE CONSTRUCTION AUSTRALIA PTY. LTD. has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order *
The maximum policy limit for claims made under this policy is:	\$300,000 all inclusive of costs and expenses *
The maximum policy limit for non-completion claims made under this policy is:	20% of the contract price limited to the maximum policy limit for all claims under the policy*

**PLEASE CHECK**

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

**IMPORTANT**

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

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

Issued by Victorian Managed Insurance Authority





**Opes Building Solutions**  
ABN: 93613 578 493

PO BOX 362, GLENROY, VIC, 3046

Tel: (03) 9304 4412  
Email: [admin@opesbs.com.au](mailto:admin@opesbs.com.au)  
Website: [www.opesbs.com.au](http://www.opesbs.com.au)

Occupancy Permit  
Project Number: 20190881

**FORM 16**  
Regulation 192  
**Building Act 1993**  
Building Regulations 2018

**OCCUPANCY PERMIT**  
For Building Permit No. **BSU-44430/4423823292537**

**Property Details**

**Address:** 5 Sash Street, Greenvale VIC 3059  
**Lot:** 75 **LP/PS:** 808258F **Section:** n/a  
**CA:** n/a **Volume:** 12160 **Folio:** 740  
**Municipality:** City of Hume **Parish:** n/a **County:** n/a

**Building permit details**

**Building permit number:** BSU-44430/4423823292537  
**Version of BCA applicable to building permit:** BCA 2019 Vol. 2

**Building Details**

**Part of building to which permit applies:** Entire - Dwelling & Associated Garage  
**Permitted Use:** Residential  
**BCA Class of building:** 1a1 & 10a  
**Maximum Permissible Floor Live Load:** Floor 1.5 kPa & Roof 0.25 kPa  
**Storeys contained:** 1

**Performance Solutions**

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

Relevant performance requirement	Details of performance solution
P2.6.1 / Part 3.12.0	To permit use of reticulated Class A recycled water in lieu of providing a solar hot water system or rain water tank connected to sanitary flushing facilities as prescribed within BCA Vol 2.

**Suitability of Occupation**

The building to which this permit applies is suitable for occupation.

**Date of Approved Inspection:**

Pre-Slab Inspection 10/12/2019  
Slab-Steel Inspection 17/12/2019  
Frame Inspection 17/02/2020  
Final Inspection 16/04/2020

**Relevant Building Surveyor:**

**Name:** Mehmet Yuksel  
**Address:** Level 1, Suite 9, 785 Pascoe Vale Road, GLENROY VIC 3046  
**Email:** [admin@opesbs.com.au](mailto:admin@opesbs.com.au)  
**Building practitioner registration no.:** BSU-44430  
**Municipal district name:** City of Hume  
**Certificate no.:** BSU-44430/4423823292537-Occupancy Permit  
**Date of issue:** 20 April 2020  
**Date of final inspection:** 16 April 2020  
**Signature:**



# Rates and charges instalment notice

For the period 1 July 2023 to 30 June 2024  
Enquiries: 9205 2200



T CIAVARELLA  
5 SASH ST  
GREENVALE VIC 3059

PROPERTY NUMBER: 732483  
PAYMENT REFERENCE: 7324833  
DATE OF ISSUE: 25/10/2023



For emailed notices:  
[hume.enotices.com.au](http://hume.enotices.com.au)  
Reference: 41EB2F9E5Z

025  
R0\_325000

PROPERTY DETAILS		
5 SASH ST GREENVALE VIC 3059 Lot 75 PS 808258F Vol 12160 Fol 740 Owner Details: TIMOTHY CIAVARELLA		
<b>Site Value</b>	<b>Capital Improved Value</b>	<b>Net Annual Value</b>
\$410,000	\$710,000	\$35,500
Level of Value Date: 01/01/2023 Date Adopted for Rating Purposes: 01/07/2023		
RATES AND CHARGES		
<b>2nd Instalment</b>		<b>\$597.00</b>
<b>TOTAL PAYABLE BY 30.11.2023</b>		<b>\$597.00</b>
This notice includes payments made to 24/10/2023		

INSTALMENT AMOUNT DUE
<b>\$597.00</b>
DUE DATE
30/11/2023

### Customer Service Centres

**Broadmeadows** 1079 Pascoe Vale Road  
**Craigieburn** 75-95 Central Park Avenue  
**Sunbury** 44 Macedon Street  
Cashier hours: 8am-5pm weekdays

### Contact Council

PO BOX 119, Dallas 3047  
Phone: 9205 2200  
Email: [contactus@hume.vic.gov.au](mailto:contactus@hume.vic.gov.au)  
[hume.vic.gov.au](http://hume.vic.gov.au)



Scan here to pay



## HOW TO PAY Avoid late payment interest by paying your rates on time. Payment plans are available.



**BPAY** (BPAYView Registration No: 7324833)  
Access Bpay via your internet banking  
BILLER CODE: 12500  
REF: 7324833



**DIRECT DEBIT**  
Register online at [hume.vic.gov.au/rates](http://hume.vic.gov.au/rates) to arrange automatic payment of your account



**POST BILLPAY**  
BILLPAY CODE: 0862  
REF: 7324 833



**IN PERSON**  
Pay at your nearest Council Customer Contact Centre in Broadmeadows, Craigieburn or Sunbury or visit your nearest Post Office.



\*862 7324833



**MAIL**  
Send this slip with your cheque made payable to: Hume City Council, PO Box 119 Dallas 3047



**ONLINE OR PHONE**  
Call 13 18 16 or visit [hume.vic.gov.au/pay](http://hume.vic.gov.au/pay)

## IMPORTANT INFORMATION FOR RATEPAYERS

### PART PAYMENTS AND PRE-PAYMENTS

Any amount may be paid at any time provided the full amount of each instalment is paid before each due date.

### PAYMENT ALLOCATION

All payments will be credited in the following order: legal costs, interest, overdue rates and charges, current rates and charges.

### LATE PAYMENT INTEREST

Instalments not paid on or before each of the due dates will be charged interest from the due date and will accrue interest until the instalment and interest are paid. Penalty interest is charged at 10% per annum as provided for in the Penalty Interest Rates Act 1983.

### FINANCIAL HARDSHIP POLICY AND SUPPORT

Council is committed to assisting ratepayers who are experiencing financial hardship. To apply for a flexible, interest free payment plan, change an existing one or advise of extreme financial hardship, complete our online application form at [hume.vic.gov.au/rates](http://hume.vic.gov.au/rates) or call the Rates team on 9205 2200.

### ELECTRONIC DELIVERY OF RATES NOTICES

Future rate and instalment notices can be sent direct to your nominated email address, you can register for this service at [hume.enotices.com.au](http://hume.enotices.com.au) or arrange them to be sent to your online banking account through [bpay.com.au/bpayview](http://bpay.com.au/bpayview)

### PENSION REBATE

Ratepayers who hold a Pension Concession Card or certain cards issued by the Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence. Health Care Cards are not eligible. Council also provides an additional \$40 rebate on top of the State Government rebate. Apply online at [hume.vic.gov.au/rates](http://hume.vic.gov.au/rates)

### Language Support

Support is available in a variety of languages to better support our proudly diverse community.



[hume.vic.gov.au/translate](http://hume.vic.gov.au/translate)



### Two FREE tip passes for our Resource Recovery Centres

Drop off waste at our Resource Recovery Centres for free. Limits and conditions apply. Bring this notice to redeem your pass. [hume.vic.gov.au/rrc](http://hume.vic.gov.au/rrc)

Valid from 1 October 2023 to 30 September 2024 only.

## PAYMENT SLIP

Receipts will not be forwarded for payments received in the mail. Please return this portion only.

**PROPERTY LOCATION** 5 SASH ST GREENVALE VIC 3059

**RATEPAYER** T CIAVARELLA

**PROPERTYNUMBER**

732483

**INSTALMENT**

\$597.00



Enquiries: sro.vic.gov.au/contact  
Customer No: 109951438  
Assessment No: 75361724



3 MAY 2024



7056605037001000001  
MR TIMOTHY CIAVARELLA  
APARTMENT 708  
12 YARRA STREET  
SOUTH YARRA VIC 3141



Dear Customer

Please find enclosed your 2024 land tax assessment.

### Why your bill may be higher this year

In 2023, the Victorian Government introduced a *COVID Debt Repayment Plan* including temporary changes to land tax, for taxable landholdings:

- \$50,000 to < \$100,000 — a \$500 flat surcharge will apply.
- \$100,000 to < \$300,000 (or <\$250,000 for trusts) — a \$975 flat surcharge will apply.
- ≥\$300,000 (or ≥ \$250,000 for trusts) — a \$975 flat surcharge will apply, plus an increased rate of land tax by 0.10 percentage points.

You can learn more about these changes at [sro.vic.gov.au/repaymentplan](https://sro.vic.gov.au/repaymentplan)

Your land tax liability can also fluctuate if you have a change in circumstance resulting in a move to a different tax rate, or if the site values of your taxable land change.

### What you need to do:

# 1

#### Check your assessment

It is your responsibility to let us know if there are any errors or omissions on your assessment within **60 days** of the issue date of your assessment.

# 2

#### Make any amendments

If necessary, update your contact details, land ownership details or apply for exemptions online via My Land Tax.

[sro.vic.gov.au/mylandtax](https://sro.vic.gov.au/mylandtax)

# 3

#### Pay your assessment

Pay in full or pay by instalments up to **38 weeks** via AutoPay to avoid late payment interest.

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

Yours sincerely

**Paul Broderick**  
Commissioner of State Revenue



## English

Your land tax liability may be higher this year as the tax-free threshold for general land tax rates has temporarily decreased, and a temporary fixed charge has been introduced.

For assistance understanding this letter, call the free Translating and Interpreting Service on **13 14 50**.

## اللغة العربية

قد تكون قيمة ضريبة الأراضي المترتبة عليك أعلى هذه السنة لأن القيمة المعفية من الضرائب لضرائب الأراضي العامة قد خُفّضت مؤقتًا، ووضعت رسم ضريبة أراضي ثابت في الوقت الحالي.

للحصول على مساعدة في فهم محتوى هذه الرسالة يُرجى الاتصال بخدمة الترجمة الخطية والشفهية المجانية على الرقم **13 14 50**.

## 简体中文

你今年的土地税纳税额可能会涨，因为普通土地税起征门槛已临时降低，而且新加了一笔临时固定收费。

要寻求帮助理解本函内容，请拨免费翻译电话**13 14 50**。

## 繁體中文

你今年的土地稅納稅額可能會漲，因為普通土地稅起征門檻已臨時降低，而且新加了一筆臨時固定收費。

要尋求幫助了解本函內容，請撥免費翻譯電話**13 14 50**。

## Filipino

Maaaring mas mataas ang iyong land tax liability (pananagutan at babayaran sa buwis sa lupa) sa taon na ito dahil pansamantalang bumaba ang tax-free threshold para sa mga rate ng pangkalahatang buwis sa lupa (general land tax), at may inilahad na bagong pansamantalang di-nababagong singil (temporary fixed charge).

Para sa tulong sa pag-unawa sa liham na ito, tawagan ang libreng Serbisyo sa Pagsasalinwika at Pag-iinterpretar (Translating and Interpreting Service) sa **13 14 50**.

## Ελληνικά

Η υποχρέωσή σας πληρωμής φόρου ιδιοκτησίας ακινήτων μπορεί να είναι υψηλότερη φέτος, καθώς το αφορολόγητο όριο για τους γενικούς φορολογικούς συντελεστές γης έχει προσωρινά μειωθεί και έχει εισαχθεί μια προσωρινή πάγια χρέωση.

Για βοήθεια στην κατανόηση αυτής της επιστολής, καλέστε τη δωρεάν Υπηρεσία Μεταφραστών και Διερμηνέων στο **13 14 50**.

## हिंदी

इस वर्ष आपकी भूमि कर देनदारी अधिक हो सकती है क्योंकि सामान्य भूमि कर दरों के लिए कर-मुक्त सीमा अस्थायी रूप से कम हो गई है, और एक अस्थायी निश्चित शुल्क लागू किया गया है।

इस पत्र को समझने में सहायता के लिए निःशुल्क अनुवाद और दुभाषिया सेवा को **13 14 50** पर कॉल करें।

## Italiano

Il Suo debito d'imposta fondiaria potrebbe essere più alto quest'anno poiché la soglia d'esenzione fiscale per le aliquote generali dell'imposta fondiaria è stata temporaneamente ridotta ed è stato introdotto un addebito fisso temporaneo.

Per assistenza nella comprensione di questa lettera, può chiamare il Servizio di traduzione e interpretariato gratuito al numero **13 14 50**.

## ਪੰਜਾਬੀ

ਇਸ ਸਾਲ ਤੁਹਾਡੀ ਭੂਮੀ ਕਰ (ਲੈਂਡ ਟੈਕਸ) ਦੀ ਦੇਣਦਾਰੀ ਵਧੇਰੇ ਹੋ ਸਕਦੀ ਹੈ ਕਿਉਂਕਿ ਆਮ ਭੂਮੀ ਕਰ ਦੀਆਂ ਦਰਾਂ ਲਈ ਟੈਕਸ-ਮੁਕਤ ਸੀਮਾ ਅਸਥਾਈ ਤੌਰ 'ਤੇ ਘੱਟ ਗਈ ਹੈ, ਅਤੇ ਇੱਕ ਅਸਥਾਈ ਨਿਰਧਾਰਤ ਚਾਰਜ ਪੇਸ਼ ਕੀਤਾ ਗਿਆ ਹੈ।

ਇਸ ਪੱਤਰ ਨੂੰ ਸਮਝਣ ਵਿੱਚ ਸਹਾਇਤਾ ਵਾਸਤੇ, **13 14 50** 'ਤੇ ਮੁਫਤ ਅਨੁਵਾਦ ਅਤੇ ਦੁਭਾਸ਼ੀਆ ਸੇਵਾ ਨੂੰ ਫ਼ੋਨ ਕਰੋ।

## සිංහල

සාමාන්‍ය ඉඩම් බද්දෙන් නිදහස් සීමාව තාවකාලිකව අඩුවී ඇති නිසාත්, තාවකාලික ස්ථිර ගාස්තුවක් හඳුන්වා දී ඇති නිසාත්, මේ වසරේ ඔබේ ඉඩම් බදු වගකීම ඉහළ ගොස් තිබීමට පුළුවන.

මෙම ලිපිය තේරුම් ගැනීමට උපකාර සඳහා **13 14 50** ඔස්සේ, ගාස්තු අය නොකරන පරිවර්තන සහ භාෂණ පරිවර්තන සේවය අමතන්න.

## Tiếng Việt

Tiền thuế đất quý vị phải trả có thể cao hơn trong năm nay do ngưỡng miễn thuế đối với giá thuế đất chung đã tạm thời giảm, và mức phí cố định tạm thời đã được áp dụng.

Để được hỗ trợ hiểu lá thư này, hãy gọi tới Dịch vụ Biên dịch và Thông dịch miễn phí theo số **13 14 50**.

# 2024 Land Tax Assessment Notice



7056605037001000001  
MR TIMOTHY CIAVARELLA  
APARTMENT 708  
12 YARRA STREET  
SOUTH YARRA VIC 3141

CUSTOMER NUMBER QUOTE IF YOU CONTACT US	<b>109951438</b>
ASSESSMENT NUMBER THIS CHANGES EVERY YEAR	<b>75361724</b>
ISSUE DATE	<b>3 MAY 2024</b>
TOTAL PAYABLE	<b>\$1,680.00</b>
INTEREST IS CHARGED ON LATE PAYMENTS	

**TWO WAYS TO PAY**

**1 IN FULL**

**PAY BY 13 SEP 2024**

See payment methods listed at the bottom of your assessment.

**2 INSTALMENTS**

**SET UP BY 31 MAY 2024**

Instalments can only be set up in our online system **AutoPay** — allowing you to schedule interest-free direct debit payments for up to 38-weeks from the issue date via a debit card, credit card or bank account.

Choose from the following options:

4 EQUAL INSTALMENTS	MONTHLY INSTALMENTS	FORTNIGHTLY INSTALMENTS

**sro.vic.gov.au/autopay**

**Your tax pays for critical services for Victorians**

Such as hospitals, schools, and roads.

**sro.vic.gov.au/landtax**

*Paul Broderick*  
**Paul Broderick**  
Commissioner of State Revenue

## PAY IN FULL BY DUE DATE USING ONE OF THESE PAYMENT METHODS

**BPAY®**

**BPAY** Biller Code: 5249  
REF: 75361724

**Telephone and internet banking**  
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.  
**bpay.com.au**

**CARD**

Customer No: 109951438  
REF: 75361724

**Visa or Mastercard only**  
Pay via our website or phone 13 21 61.  
A card payment fee applies.  
**sro.vic.gov.au/paylandtax**

**AUSTRALIA POST**

**Post Billpay** **\$1,680.00**

**Pay in-store**  
Take this notice to any Australia Post.  
**State Revenue Office (VIC) payment**

**\*382 400 0075361724 7**

# Summary of assessment

**Assessment number: 75361724**

**Period of assessment: 1 January 2024 to 31 December 2024**

**Land tax applies to land you owned on 31 December 2023.**

## 2024 calculation

Total taxable value	\$410,000.00
Total calculation of land tax*	\$1,680.00
<b>2024 tax payable</b>	<b>\$1,680.00</b>

For land tax rates, visit [sro.vic.gov.au/landtaxrate](https://sro.vic.gov.au/landtaxrate)

\*Land tax rates have increased this year as part of the Victorian Government's COVID Debt Repayment Plan.

Go to [sro.vic.gov.au/repaymentplan](https://sro.vic.gov.au/repaymentplan)

## CURRENT LAND TAX RATES

YOUR total taxable value (refer Statement of lands)	YOUR land tax payable calculation rate (refer blue row highlighted below)
< \$50,000	Nil
\$50,000 to < \$100,000	\$500
\$100,000 to < \$300,000	\$975
<b>\$300,000 to &lt; \$600,000</b>	<b>\$1,350 plus 0.3% of amount &gt; \$300,000</b>
\$600,000 to < \$1,000,000	\$2,250 plus 0.6% of amount > \$600,000
\$1,000,000 to < \$1,800,000	\$4,650 plus 0.9% of amount > \$1,000,000
\$1,800,000 to < \$3,000,000	\$11,850 plus 1.65% of amount > \$1,800,000
\$3,000,000 and over	\$31,650 plus 2.65% of amount > \$3,000,000

LAND TAX ACT 2005 AND TAXATION ADMINISTRATION ACT 1997

[SRO.VIC.GOV.AU](https://sro.vic.gov.au) | PHONE 13 21 61 DURING BUSINESS HOURS (AEST)

## ABOUT LAND TAX

Land tax is calculated using site valuations provided by the Valuer-General Victoria.

Our website has information on:

- exemptions
- valuations
- payments
- land tax rates

[sro.vic.gov.au/landtax](https://sro.vic.gov.au/landtax)

## AMENDING DETAILS

You can update your details online:

- address
- contact details
- claim or remove an exemption
- add or remove land you own

[sro.vic.gov.au/mylandtax](https://sro.vic.gov.au/mylandtax)

## YOUR RIGHT TO OBJECT

If you have a concern about your assessment, there are different ways to object depending on what aspect you disagree with.

### VALUATIONS

If you disagree with the valuation of your property, you can lodge an objection online within **2 months** of receiving your assessment. The Commissioner of State Revenue has no discretion to accept late objections.

[sro.vic.gov.au/valueobjection](https://sro.vic.gov.au/valueobjection)

### OTHER OBJECTIONS

If you disagree with another aspect of your assessment, you can lodge a written objection within **60 days** of receiving your assessment. An objection is a formal avenue of dispute resolution requiring you to explain the grounds of your objection.

[sro.vic.gov.au/assessment](https://sro.vic.gov.au/assessment)

## OUTSTANDING LAND TAX

The land tax on this assessment does not include land tax owing from prior years.

## INTERPRETING SERVICE

For languages other than English, contact the free Translating and Interpreting Service on 13 14 50.





# Statement of lands for period 1 January 2024 to 31 December 2024

Assessment number: 75361724  
 Level of value date: 1 January 2023

Lands owned as at midnight 31 December 2023 — Where a property was sold after 31 December, the vendor (seller) is still liable for the land tax. Any adjustment (pro-rata) of the assessed amount is a private arrangement between the buyer and seller.

Item	Address/Municipality	Land ID/References	Single holding tax†	Proportional tax††	Taxable value
1	5 SASH ST, GREENVALE, 3059 HUME	046644488 75 S808258	\$1,680.00	\$1,680.00	\$410,000
<b>Total taxable value</b>					<b>\$410,000</b>

## Penalties for failing to notify of errors and omissions

You must ensure that the information contained in your land tax assessment is correct to avoid penalties. If any land you own is omitted from this assessment or is incorrectly specified as exempt, you must **notify us within 60 days** of the issue of this assessment. If you have not already, you must also notify us if you hold land as trustee for a trust or if you are an absentee owner. Penalties may apply if you do not make a required notification. You can request an amendment to your assessment or notify us of changes by visiting [sro.vic.gov.au/assessment](http://sro.vic.gov.au/assessment)

## Explanation of codes (for details, go to [sro.vic.gov.au/codes](http://sro.vic.gov.au/codes))

†SINGLE HOLDING TAX

††PROPORTIONAL TAX

This is the amount of tax you would pay on the one property. This is the tax applicable to the specific land as a proportion of the total land tax liability of your assessment.





YARRA VALLEY WATER  
 ABN 93 066 902 501

Lucknow Street  
 Mitcham Victoria 3132

Private Bag 1  
 Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

11th November 2024

ZORA LAW

Dear ZORA LAW,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	5 SASH STREET GREENVALE 3059
<b>Applicant</b>	ZORA LAW
<b>Information Statement</b>	30898851
<b>Conveyancing Account Number</b>	1649778667
<b>Your Reference</b>	

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  
 ABN 93 066 902 501

Lucknow Street  
 Mitcham Victoria 3132

Private Bag 1  
 Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

**Yarra Valley Water Property Information Statement**

Property Address	5 SASH STREET GREENVALE 3059
------------------	------------------------------

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 has an Overflow Relief Cap (ORC) installed which is an anti-infiltration device that seals against storm water entering sewer drain during flood conditions. The top of the device must be kept clear of any obstruction at all times. It is the owner's responsibility to maintain this and to ensure that ORC is fitted to the Overflow Relief Gully at all times. If this cannot be located, cost of rectifications may be charged to the owner.

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.



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

## **Melbourne Water Property Information Statement**

Property Address	5 SASH STREET GREENVALE 3059
------------------	------------------------------

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.



18th November 2019

**Application ID: 426817**

### **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>
New Estate Connect-Combo DW & RW (incl meters w/lock)	1
20mm Potable Pressure Limiting Valve (PLV)	1
20mm Recycled Pressure Limiting Valve (PLV)	1
Recycled Water Audit Fee (Includes GST)	1

##### **Sewer**

##### **Connection Or Disconnection Details**

<b>Sewer Connection Description</b>	<b>PSP Number</b>
<b>Water &amp; Sewer Connection</b>	1470692

##### **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 Waters contractor Mondo on 1300 735 328. 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 Mondo.

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 735 328. If you wish to cancel the booking you will need to contact Yarra Valley Water (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 CONDITIONS**

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

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

<b>Checklist</b>	<b>√ or X</b>
------------------	---------------

This property must be connected to recycled water	
All toilets to be connected to recycled water	
Recycled water external taps front & back to be provided	
Laundry (washing machine stop tap) to be connected to recycled water	
All pipework to be inspected by YVW <a href="http://www.yvw.com.au/rwinspection">www.yvw.com.au/rwinspection</a>	
All recycled water pipework to be purple as per AS3500	
Meters have not been moved. Only YVW can move the meters	

Subdivisions will not be issued with Statement of Compliance until these recycled water conditions and any other conditions imposed by YVW have been met.

These conditions are issued under Section 145 of the *Water Act 1989* ("*the Act*") and are applicable to properties supplied with Class A recycled water. These conditions are additional to any other conditions issued in relation to water supply and sewerage works. **Penalties apply under *the Act* for breaches of these conditions.**

### **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.

## 1. Breaching these Conditions

1.1. Yarra Valley Water may undertake follow up action under *the Act* for observed non-compliance to these conditions. Action may include:

- (a) Serving a Notice to the applicant or property owner under Sections 150/151 of *the Act*. If a Notice is not complied with Yarra Valley Water will carry out any works and take any other action necessary to remedy the contravention and recover reasonable costs from the person on whom the Notice was served
- (b) Discontinuation of supply without notice under Section 168 of *the Act*
- (c) Escalation to relevant authorities including the Victorian Building Authority (VBA)

## 2. Class A Recycled Water Agreement and Environment Improvement Plan (EIP) - Non-Residential only

2.1. For non-residential properties where Class A recycled water is available, upon:

- (a) connection of the property to the Class A recycled water supply system; or
- (b) change in the intended use of Class A recycled water at the property; and/or
- (c) change in the user (either property owner or tenant) of Class A recycled water at the property

the property owner must:

- (i) advise Yarra Valley Water of the intended use and the name of the user of Class A recycled water at the property to enable a risk assessment to be completed for approval of the use of Class A recycled water at the property; and
- (ii) where required by Yarra Valley Water, ensure the user of Class A recycled water at the property submits an EIP to Yarra Valley Water's satisfaction and enters into a Class A Recycled Water Agreement with Yarra Valley Water.

In the case of section 2.1(a), the requirements in section 2.1 must be met prior to Class A recycled water being connected to the property. In the case of section 2.1(b) and/or 2.1(c), Yarra Valley Water may cease supply of Class A recycled water to the property until the conditions of section 2.1 are met.

For further details, please email [recycledwater@yvw.com.au](mailto:recycledwater@yvw.com.au).

## 3. Recycled Water Plumbing

### 3.1. Toilet cisterns

- (a) Residential
  - (i) All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply.
  - (ii) Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply.
- (b) Non-Residential
  - (i) All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply unless YVW has otherwise received and approved an application to the contrary.
  - (ii) Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply.

### 3.2. Rainwater Tanks

- (a) Rainwater tanks may be used for outdoor taps, irrigation systems and flushing of toilets.
- (b) Backup supply to the rainwater tank is only to be provided via an automatic changeover device connected to the Class A recycled water supply. All pipework must be appropriately marked as "Recycled or Reclaimed Water – Do Not Drink" and taps must comply with the recycled water plumbing requirements.

### 3.3. External Taps – Residential

- (a) An external recycled water tap must be installed to service the **front** of the property:
  - (i) 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 tap can be relocated by the private plumber if required but not removed. **Under no circumstances are the meters to be moved.**
  - (ii) 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.
  - (iii) 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.
- (b) An external recycled water tap must be installed to service the rear of the property:

- (i) 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.
  - (ii) For single level unit developments, rear taps are to be installed per unit, or for the common property in a multi-level unit development.
- (c) All external recycled water taps must have the following features:
- (i) The whole body of the tap and handle must be coloured purple
  - (ii) Tap to be the jumper valve type
  - (iii) Tap handle must be the removable type
  - (iv) Standard thread on tap outlet for garden hose bib
  - (v) Tap inlet to have 5/8" right hand thread
- (d) An external drinking water tap must installed to service the **front** of the property
- (i) Yarra Valley Water supplies a drinking water riser and tap with atmospheric vacuum breaker at the time of the tapping for single residential lots/houses. The tap can be relocated by the private plumber if required but not removed. **Under no circumstances are the meters to be moved.**
  - (ii) The private plumber is required to fit the front drinking water tap with atmospheric vacuum breaker for each unit in a single level residential unit development, or for the common property in a multi-level residential unit development.
  - (iii) 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.
- (e) **All external drinking water supply taps must be fitted with atmospheric vacuum breakers.**
- (f) 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.

#### 3.4. External Taps – Non-Residential

- (a) External recycled water taps may be installed to service the front and/or rear areas of the property.

- (b) All external recycled water taps must comply with the features detailed in section 3.3(c).
- (c) All external recycled water taps at the property must be fitted with a keyed tap lock or be installed in a secure location where the property is partially or wholly one of the following:
  - (i) an educational site including but not limited to schools and kindergartens;
  - (ii) a site to which the public have access;
  - (iii) a health care centre; or
  - (iv) a site that is likely to have children present.
- (d) At least one external drinking water tap must be provided to service the property.
- (e) **All external drinking water supply taps must be fitted with atmospheric vacuum breakers.**

### 3.5. Laundry Use

- (a) A recycled water washing machine tap must be installed in the laundry.
- (b) All recycled water washing machine tap kits must have the following features:
  - (i) 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 from left to right).
  - (ii) For vertical tap installations: recycled water washing machine tap to be installed beneath the cold water tap (hot, cold & then recycled water from top to bottom).
  - (iii) 5/8" Female threaded tap complete with purple handle and standard 3/4" outlet
  - (iv) 5/8" Male lugged elbow
  - (v) Cover Plate with laser etched regulatory prohibition hybrid sign complying with AS1319 stating "Recycled Water Do Not Drink"

### 3.6. Irrigation Systems

- (a) 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.
- (b) An appropriate containment backflow prevention device is to be fitted and independently

tested.

- (c) You must ensure that recycled water runoff from the property to the stormwater is prevented.

### 3.7. Regulatory Prohibition Hybrid Signs

- (a) A recycled water regulatory prohibition hybrid sign with the words "**Recycled Water Do Not Drink**" and complying with AS1319 is to be installed within 150mm of each external recycled water tap outlet, above the tap.

## 4. Uses of Recycled Water

- 4.1. Below is a summary list. For a more detailed information or clarification on Class A acceptable use please contact Yarra Valley Water.
- 4.2. Properties which YVW require the site occupier to be on a Recycled Water Agreement are subject to the uses approved by YVW as stated in their Recycled Water Agreement.

USE OF CLASS A RECYCLED WATER	YES (✓) or NO (X)
Fire-fighting & fire protection systems (excluding sprinkler systems)	YES (✓)
Toilet / urinal flushing (excluding bidets)	YES (✓)
Laundry washing machines	YES (✓)
Vehicle washing	YES (✓)
Garden watering including vegetables	YES (✓)
Filling water features/ornamental ponds (not for swimming)	YES (✓)
Irrigation of public open space (e.g. parks, sports grounds)	YES (✓)
Irrigation of pasture & crops	YES (✓)
Livestock (excluding pigs)	YES (✓)
Cooling towers	YES (✓)
Industrial use: <ul style="list-style-type: none"> <li>• Boiler feed water</li> <li>• Process water</li> <li>• Wash-down water</li> <li>• Dust suppression</li> </ul>	YES (✓)
Fire protection sprinkler systems	NO (X)
Drinking (humans or pigs)	NO (X)
Cooking or other kitchen purposes	NO (X)
Personal washing (baths, showers, basin, bidets)	NO (X)
Swimming pools or spas	NO (X)
Children's water toys	NO (X)
Evaporative coolers	NO (X)
Indoor household cleaning	NO (X)
Recreation involving water contact e.g. children playing under sprinklers	NO (X)



## 5. Plumbing Standards

5.1. All recycled water plumbing works are to be carried out in accordance with:

- (a) AS/NZS 3500
- (b) Water Metering & Servicing Guidelines (Water Authorities). A copy of these guidelines are available by visiting [www.yvw.com.au](http://www.yvw.com.au)
- (c) EPA Dual pipe water recycling schemes – health and environmental risk management (guidelines for environmental management)

## 6. Inspections For Recycled Water Plumbing Works

6.1. The plumber is required to register and book inspections via Yarra Valley Water's online booking system ([www.yvw.com.au/rwinspection](http://www.yvw.com.au/rwinspection)). Inspections are mandatory and required at the stages below:

### (a) R1 – All below ground pipework prior to backfilling

- (i) For Houses and High Rise developments an R1 inspection must be done from the main meter to the building
- (ii) For Multi-Unit developments an R1 inspection must be done for the internal main between the main meter and the check meters. R1 inspections are then required for each unit from the check meter to each dwelling
- (iii) For larger, more complex developments multiple R1 inspections may be required to inspect all the below ground pipework in stages
- (iv) Irrigation Systems require inspection of all below ground pipework

### (b) R2 – All internal pipework prior to plastering

- (i) For High-Rise developments separate R2 inspections must be booked for the common pipework on each floor servicing each dwelling

### (c) R3– Commissioning prior to occupancy

- (i) The site must have passed the R1 and R2 inspections before the R3 can be done
- (ii) All tap-ware and plumbing fixtures must be fitted and operational
- (iii) Properties must not be occupied before passing the R3 inspection

- (iv) Irrigation systems must be commissioned prior to lodgement of the Compliance Certificate

**For inspection related enquiries:**

**Email: [rwplumbinginspection@yvw.com.au](mailto:rwplumbinginspection@yvw.com.au)**

**Phone: 9872 2518**

- 6.2. The deadline for booking R1 and R2 inspections is 3pm Monday to Friday
- 6.3. R3 inspections require two (2) business days' notice of the required inspection date
- 6.4. Inspections will take place Monday to Friday only. Inspections are not available on weekends or public holidays. Inspection times are 7.30am to 3pm.
- 6.5. R1 and R2 inspections can be booked consecutively for the same booking date only if they are both ready for inspection
- 6.6. R2 inspections can only be booked on metered properties or where a test bucket has been used to pressurise the pipework
- 6.7. For R3 inspections the plumber will be contacted by the next business day to confirm the inspection time
- 6.8. Safe access to the site must be provided for inspections to take place
- 6.9. Failure to book inspections will result in penalties. Refer Section 1.
- 6.10. 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:
- (a) For unit developments a Stage 1 (R1) inspection is also required from the main meter to the check meters, therefore a PIC Consent Number is also required for the main to check inspection.
- 6.11. Straight bridging pieces where a meter is missing are not acceptable due to the risk of backflow contamination:
- (a) Properties using a straight piece will not pass these inspections.
- 6.12. 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 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.

## 7. Temporary Cross Connections

- 7.1. Where 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.
- 7.2. This interconnection is to be removed by the private plumber at the time of the commissioning inspection.

## 8. Tappings

- 8.1. The drinking water property service pipe is to be PE pipe and must be water marked.
- 8.2. The Class A Recycled Water property service pipe is to be solid jacketed purple PE pipe and must be water marked:
  - (a) PE pipe must not form any part of the water meter assembly.
- 8.3. **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.
- 8.4. **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.

## 9. Locking Device

- 9.1. All recycled water meters will be installed with a locking device at the time of the tapping.
- 9.2. The locking device can only be removed by Yarra Valley Water when the property is commissioned, passing the R3 inspection:
  - (a) If the locking device is removed prior to commissioning, this will be considered a breach of these Conditions and Section 288 of *the Act*. The locking device will be re-fitted and follow up will occur under *the Act*.

## 10. Meter Assemblies & Positioning

- 10.1. Recycled water meters are to be positioned to the left of the drinking water meter assembly.
- 10.2. Recycled water meters and the meter assembly including inlet and outlet pipework must be purple.

**10.3. Meters in recycled water areas can only be moved by Yarra Valley Water.**

- (a) An application must be made online via easyACCESS to move the meter/s.
- (b) Yarra Valley Water can move meters up to 600mm from their original tapping location:
  - (i) 20mm and 25mm meters **are moved for free**
  - (ii) 32mm and above incur costs
- (c) Meters which need to be moved >600mm need to be plugged and re-tapped and the relevant fees paid.
- (d) Any meters which have been illegally moved are in breach of these Conditions and Section 288 of *the Act*. Yarra Valley Water will take the necessary action required to rectify the meters and recover any costs in doing so from the applicant or property owner as required. Rectification may include disconnection of services, relocating meters back to their original position, or if this is not possible plugging and re-tapping to a new location.

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

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

10.6. Any 25mm installation must be fitted with a right-angle ball valve.

10.7. Minimum separation between meters as follows:

- (a) 20mm to 25mm meters – 250mm minimum clearance between meters
- (b) 32mm and above – 150mm minimum clearance between meters
- (c) For recycled and potable meters – minimum 300mm minimum clearance between the recycled and potable meters

**11. Stolen Meters**

11.1. 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 unless fitted by Yarra Valley Water's maintenance contractor.

11.2. Stolen meters must be reported by calling Yarra Valley Water on **1300 304 688**.

## **12. Owner's Responsibility**

12.1. It is the owner/s (or for non-residential properties with a Recycled Water Agreement, the site occupier/s) responsibility to carry out the following:

- (a) Educate children and visitors to the property about the permitted uses of Class A recycled water
- (b) Remove the handle from the recycled water taps when not in use
- (c) Ensure that all recycled water regulatory prohibition hybrid signs are visible and legible at all times

12.2. For Irrigation Systems:

- (a) 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
- (b) Annual testing of the backflow prevention device is required to ensure the device is operating correctly
- (c) Signage must be produced at the owner's expense and displayed prominently within 150mm of all recycled water outlets. These signs should comply with AS1319 and should contain the wording: "Recycled Water Do Not Drink".

12.3. The conditions detailed in this document are binding on subsequent owners.

## **SEWER**

This property must have an Overflow Relief Cap (ORC) installed. The ORC has an anti-infiltration device that seals against storm water entering the sewer drain during flood conditions. It is the responsibility of the applicant/owner to ensure that these Conditions of Connection are provided to the Plumber prior to any plumbing work being undertaken on the property and that the plumber is aware of this requirement to install the mandatory ORC on this property. The plumber must comply with these Conditions of Connection. Failure to do so may result in a fine being issued as defined by the Water Act 1989. The top of the device must be kept clear of any obstruction at all times. It is the owner's responsibility to maintain the ORC and to ensure that the ORC is fitted to the Overflow Relief Gully at all times. If Yarra Valley Water cannot locate the ORC, the applicant/owner may be charged the cost of rectification. A detailed brochure on the ORC can be downloaded from the easyACCESS Knowledge Hub.

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

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

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

## **AMENDMENTS**

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

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

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

## **INDEMNITY**

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

ZORA LAW  
admin@zlaw.com.au

**RATES CERTIFICATE**

**Account No:** 4062761402  
**Rate Certificate No:** 30898851

**Date of Issue:** 11/11/2024  
**Your Ref:**

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
5 SASH ST, GREENVALE VIC 3059	75\PS808258	5222523	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2024 to 31-12-2024	\$20.86	\$20.86
Residential Sewer Service Charge	01-10-2024 to 31-12-2024	\$119.50	\$119.50
Parks Fee	01-10-2024 to 31-12-2024	\$21.98	\$21.98
Drainage Fee	01-10-2024 to 31-12-2024	\$30.77	\$30.77

Usage Charges are currently billed to a tenant under the Residential Tenancy Act

Other Charges:	
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> \$193.11

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.
- 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.
- 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).





YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

**Property No:** 5222523

**Address:** 5 SASH ST, GREENVALE VIC 3059

**Water Information Statement Number:** 30898851

## HOW TO PAY



**Bill**er Code: 314567  
**Ref:** 40627614029

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**