



# Contract of sale of land

**Property:** 31 Irina Road, Greenvale 3059

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

## Approval

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

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**WARNING TO ESTATE AGENTS**

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

**WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.**

# Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

### SIGNED BY THE PURCHASER:

#### WHERE SIGNATORY IS AN INDIVIDUAL

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

for and on behalf of:

.....  
Name of individual

.....  
Signature of individual

State nature of authority (if applicable):

#### WHERE SIGNATORY IS AN INDIVIDUAL

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

for and on behalf of:

.....  
Name of individual

.....  
Signature of individual

State nature of authority (if applicable):

**WHERE SIGNATORY IS A COMPANY**

**EXECUTED by** .....

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

.....  
Name of director

.....  
Signature of director

.....  
Name of director/secretary

.....  
Signature of director/secretary

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

**SIGNED BY THE VENDOR:**

**WHERE SIGNATORY IS AN INDIVIDUAL**

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

for and on behalf of:

**SAVIERO KHOSHOW**

.....  
Name of individual

.....  
Signature of individual

State nature of authority (if applicable)

**WHERE SIGNATORY IS AN INDIVIDUAL**

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

for and on behalf of:

.....  
Name of individual

.....  
Signature of individual

State nature of authority (if applicable)

**WHERE SIGNATORY IS A COMPANY**

**EXECUTED by** .....

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

.....  
Name of director

.....  
Signature of director

.....  
Name of director/secretary

.....  
Signature of director/secretary

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 Australia

Email: Romeos@jasonrealestate.com.au

Tel: 9338 6411      Mob:      Fax: 9338 6548      Ref:

### Vendor

Name: **SAVIERO KHOSHOW**

### Vendor's legal practitioner or conveyancer

Name: Ultra Conveyancing Services  
 Address:  
 Email: info@ultraconveyancing.com.au

Tel: : 0393056321      Mob:      Fax:      Ref: NH:26-11969s

### Purchaser

Name:.....

Address:.....

ABN/ACN:.....

Email:.....

### Purchaser's legal practitioner or conveyancer

Name:.....

Address:.....

Email:.....

Tel: ..... Fax: ..... DX: ..... Ref: .....

### Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume	12591	Folio 168	9 PS847993C
Volume	Folio		

If no title or plan references 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 **31 Irina Road, Greenvale 3059**

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

Fixture and fittings of permanent nature

**Payment**

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

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

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

**is due on**

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

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

**Lease** (general condition 5.1)

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

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

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

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

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.*

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# General conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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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 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

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

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

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

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

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

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

## 12. DOMESTIC BUILDING INSURANCE

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

## 13. GENERAL LAW LAND

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

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## Money

### 14. DEPOSIT

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

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14.6 Payment of the deposit may be made or tendered –

- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed –

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

14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

**15. DEPOSIT BOND**

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of –

- (a) settlement;
- (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

**16. BANK GUARANTEE**

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition –

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of –

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- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

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

## 18. ELECTRONIC SETTLEMENT

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

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

- eCOSID: 187302511
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
  - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that –

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement –

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement –

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract;
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold with the land to which the purchaser is entitled at settlement), and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract; and
- (d) give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

## 19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if –

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on –

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

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- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In these general conditions –

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

## 20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser –

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and,
- (d) is not in default under any other condition of this contract when the notice is given.

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

## 21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from –
  - (i) a registered building surveyor;
  - (ii) a registered building inspector;
  - (iii) a registered domestic builder; or
  - (iv) an architect,
 which is –
  - (v) prepared in compliance with Australian Standard AS 4349.1-2007;
  - (vi) identifies a current defect in a structure on the land; and
 the author states is a major defect.
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## 22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser –

- (a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and

eCOSID: 187502511 (c) is not then in default.

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

### 23. ADJUSTMENTS

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

### 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

eCOSID: 187302511 (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

## 25. GST WITHHOLDING

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

eCOSID: 187302511 (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Tax Act, but only if –

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must –

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to –

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that –

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the Tax Act if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the Tax Act is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that –

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250(1) of Schedule 1 to the Tax Act.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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## 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 –

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

27.4 Any document properly sent by –

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

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

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

## 28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

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

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

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

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

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

### 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

### 32. BREACH

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

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

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## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

### 35. DEFAULT NOT REMEDIED

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

eCOSID: 187502511  
35.4 If the contract ends by a default notice given by the vendor or acceptance by the vendor of a repudiation by the purchaser –

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

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

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31 IRINA ROAD, GREENVALE 3059

## **Special Conditions**

### **1) Penalty Interest**

General Condition 33 is amended to read "6% per annum" plus the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983

### **2) Default Notice**

Further condition 35.6 is inserted to read, Default Notice served by Ultra Conveyancing Services is \$660 inc GST.

### **3) Re-Scheduled Settlement**

\$220.00 inc GST is payable to Ultra Conveyancing Services for any re-scheduled settlement

### **4) Special Conditions Prevail**

In the event of any inconsistency, these special conditions prevail.

**SAVIERO KHOSHOW**

**AND**

**AND**

---

**DEED OF GUARANTEE OF CONTRACT**

---

**Ultra Conveyancing Services**

PO Box 530, Craigieburn VIC 3064  
Phone: 03 9305 6321 / 0428 639 569  
Email: [info@ultraconveyancing.com.au](mailto:info@ultraconveyancing.com.au)  
Ref: NH:26-11969s

---

**THIS DEED** dated            day of            2026

**BETWEEN**    **Saviero Khoshow** of 17 Naxos Road, Greenvale, Victoria (**Vendor**)

**AND**            of (**Purchaser**)

**AND**            of (**Guarantor**)

**RECITALS**

- A.    The vendor and purchaser have entered into a contract dated  for sale of the property known as .
  
- B.    The vendor entered into the contract at the request of the guarantor, in consideration of the guarantee by the guarantor to:
  - a.    perform all obligations of the purchaser under the contract; and
  
  - b.    pay the vendor all money payable by the purchaser under the contract.

**OPERATIVE PART**

- 1.    If the purchaser fails to pay the vendor any amount due under the contract, the guarantor will immediately pay that amount to the vendor.
  
- 2.    The guarantor will perform any obligations under the contract that the purchaser fails to perform.
  
- 3.    The guarantor is jointly and severally liable with the purchaser under the contract. The vendor can take action against the guarantor before, or at the same time as, taking action against the purchaser.
  
- 4.    Any extension of time or other forbearance granted by the vendor to the purchaser will not affect the liability of the guarantor.
  
- 5.    This guarantee is binding on the guarantors, their executors, administrators and assignees.

- 6.** If the vendor assigns any benefit under the contract then this guarantee is available to the assignee.
- 7.** The guarantor confirms having read the contract and this guarantee and having had the opportunity to obtain legal advice.

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**Execution page**

**EXECUTED AS A DEED**

**SIGNED, SEALED & DELIVERED BY**

Saviero Khoshow in the presence of:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name of witness

**SIGNED, SEALED & DELIVERED BY** in the presence of:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name of witness

**SIGNED, SEALED & DELIVERED BY** in the presence of:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name of witness

# Vendor Statement

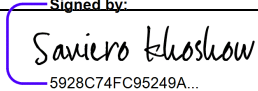
The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act* 1962.

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>	31 Irina Road, Greenvale 3059
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<b>Vendor's name</b>	Saviero Khoshow	<b>Date</b> / /
<b>Vendor's signature</b>	<small>Signed by:</small>  <small>5928C74FC95249A...</small>	9/3/2026

<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		

<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		

# 1 FINANCIAL MATTERS

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

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

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

	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	AVPCC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input 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 of property clearance certificate or is as follows	Date: OR <input 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 documents.

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

To the best of the vendor's knowledge, there is no existing failure to comply with the terms of any easement, covenant or 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 under 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:

Not Applicable.

**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:

Not Applicable.

**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")**

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.

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

**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*.

Not Applicable.

10.3. **Further Plan of Subdivision**

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

**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)*



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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 12591 FOLIO 168

Security no : 124132551761B  
Produced 27/02/2026 03:02 PM

**LAND DESCRIPTION**

Lot 9 on Plan of Subdivision 847993C.  
PARENT TITLE Volume 12589 Folio 486  
Created by instrument PS847993C 13/01/2025

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
SAVIERO KHOSHOF of 17 NAXOS ROAD GREENVALE VIC 3059  
AZ558934R 04/09/2025

**ENCUMBRANCES, CAVEATS AND NOTICES**

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  
AW018077B 31/08/2022

**DIAGRAM LOCATION**

SEE PS847993C 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: 31 IRINA ROAD GREENVALE VIC 3059

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 22721L ULTRA CONVEYANCING SERVICES  
Effective from 04/09/2025

DOCUMENT END



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS847993C</b>
Number of Pages (excluding this cover sheet)	<b>2</b>
Document Assembled	<b>27/02/2026 15:02</b>

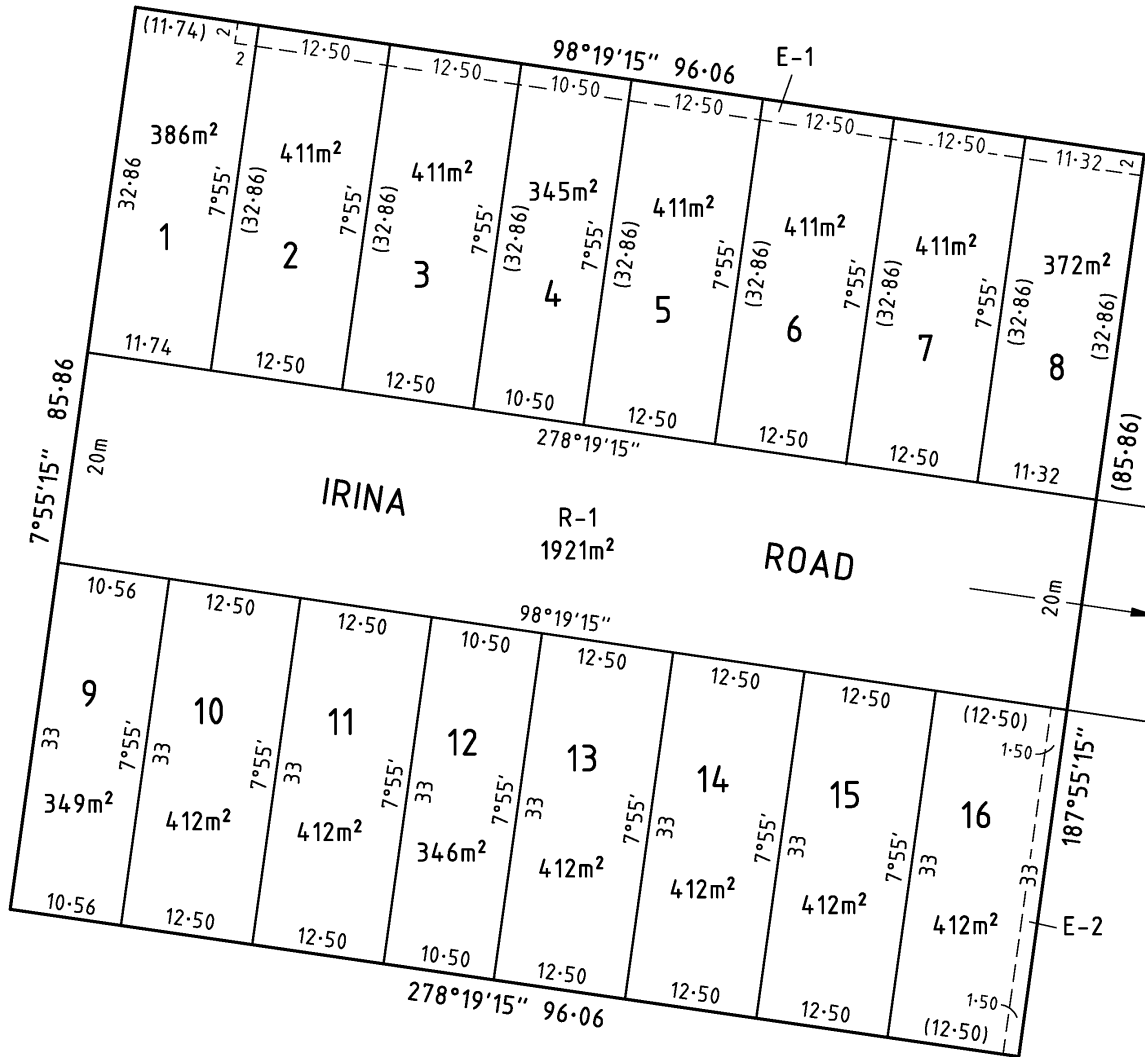
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PLAN OF SUBDIVISION			EDITION 1	PS 847993C
<p style="text-align: center; font-weight: bold;">LOCATION OF LAND</p> <p><b>Parish :</b> YUROKE  <b>Township :</b> -  <b>Section :</b> 9  <b>Crown Allotment :</b> -  <b>Crown Portion :</b> 0 (PART)</p> <p><b>Title Reference :</b> VOL. FOL.</p> <p><b>Last Plan Reference :</b> LOT B PS847992E</p> <p><b>Postal Address :</b> 680A SOMERTON ROAD  <small>(at time of subdivision)</small> GREENVALE VIC 3059</p> <p><b>MGA2020 Co-ordinates</b> E 313650 ZONE : 55  <small>(of approx. centre of land in plan)</small> N 5832700</p>			<p>Council Name: Hume City Council</p> <p>Council Reference Number: S009961                  Planning Permit Reference: P24104                  SPEAR Reference Number: S199142M</p> <p><b>Certification</b></p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has not been made</p> <p>Digitally signed by: Katrina Toogood for Hume City Council on 15/05/2023</p> <p><b>Statement of Compliance</b> issued: 10/12/2024</p>	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON			
R-1	HUME CITY COUNCIL			
NOTATIONS				
<p><b>DEPTH LIMITATION:</b> Does not apply.</p>				
<p><b>Survey :</b> THIS PLAN IS BASED ON SURVEY.  <b>Staging :</b> THIS IS NOT A STAGED SUBDIVISION                  PLANNING PERMIT No. P24104.</p> <p>To be completed where applicable:                  THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS Nos 280, 597 &amp; 599 YUROKE, IN PROCLAIMED SURVEY AREA No.-.</p>			Net Developable Area: 8247m <sup>2</sup>	
EASEMENT INFORMATION				
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)				
EASEMENT REFERENCE	PURPOSE	WIDTH (Metres)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	DRAINAGE	2	THIS PLAN	HUME CITY COUNCIL
E-2	SUPPLY OF ELECTRICITY THROUGH UNDERGROUND CABLES	1.50	THIS PLAN	JEMENA ELECTRICITY NETWORKS (VIC) LTD
CHARTER.			SURVEYOR'S REF: 10136030-B	ORIGINAL SHEET SIZE: A3
KECK CRAMER			26/04/23	SHEET 1 OF 2
Level 7/161 Collins Street, Melbourne Victoria 3000 Telephone 1300 242 787 www.charterkc.com.au			Digitally signed by: Richard Jordan, Licensed Surveyor, Surveyor's Plan Version (4), 26/04/2023, SPEAR Ref: S199142M	Land Use Victoria Plan Registered 03:15 PM 13/01/2025 Assistant Registrar of Titles

PS 847993C

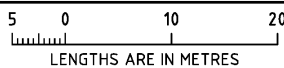


SURVEYOR'S REF: 10136030-B

**CHARTER.**  
KECK CRAMER

Level 7/161 Collins Street, Melbourne Victoria 3000  
 Telephone 1300 242 787 www.charterkc.com.au

SCALE  
1:500



ORIGINAL SHEET SIZE: A3

SHEET 2

Digitally signed by: Richard Jordan, Licensed Surveyor,  
 Surveyor's Plan Version (4),  
 26/04/2023, SPEAR Ref: S199142M

Digitally signed by:  
 Hume City Council,  
 15/05/2023,  
 SPEAR Ref: S199142M



# Department of Transport and Planning

## Electronic Instrument Statement

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Produced 27/02/2026 03:02:04 PM

Status	Registered	Dealing Number	AW018077B
Date and Time Lodged	31/08/2022 03:19:47 PM		

### Lodger Details

Lodger Code	18776H
Name	HARWOOD ANDREWS
Address	
Lodger Box	
Phone	
Email	
Reference	AL - 21903151

## 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

8502/123  
9457/087  
12364/888  
12364/889

### 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



# Department of Transport and Planning

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## Electronic Instrument Statement

State	VIC
Postcode	3047

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### Additional Details

Refer Image Instrument

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

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### 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 law and any Prescribed Requirement.

Executed on behalf of	HUME CITY COUNCIL
Signer Name	CLARE MARGARET MCKENNA
Signer Organisation	THE LANTERN LEGAL GROUP PTY LTD
Signer Role	LAW PRACTICE
Execution Date	31 AUGUST 2022

---

### 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.



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Document Type	<b>Instrument</b>
Document Identification	<b>AW018077B</b>
Number of Pages (excluding this cover sheet)	<b>24</b>
Document Assembled	<b>27/02/2026 15:02</b>

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

**HUME CITY COUNCIL**  
Council

- and -

**GREENVALE LAND PTY LTD (ACN 610 181 701)  
MATRIX GREENVALE (AUSTRALIA) PTY LTD (ACN 626 667 052)**  
Registered Land Owners

in relation to land at:  
**650, 660, 680 & 680A SOMERTON ROAD, GREENVALE**

4AXT:21903151

Harwood Andrews  
ABN 98 076 868 034  
70 Gheringhap Street,  
Geelong 3220, Victoria, Australia  
DX 22019 Geelong  
PO Box 101 Geelong Vic 3220

T 03 5225 5225 F 03 5225 5222

AWO18077B

**THIS AGREEMENT** is made the 24-Aug-2022 day of 24-Aug-2022

**PARTIES:**

1. **Hume City Council** of 1079 Pascoe Vale Road, Broadmeadows, 3047 (Council)
2. **Greenvale Land Pty Ltd** ACN 610 181 701 of Level 20, 181 William Street, Melbourne, 3000
3. **Matrix Greenvale (Australia) Pty Ltd** ACN 626 667 052 of Level 10, 530 Collins Street, Melbourne, 3000 (Owner)

**RECITALS:**

- R.1. Council is the Responsible Authority 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 Agency and Development Agency.
- R.4. The Owner is or is entitled to be 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 Levy 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 IT02 may be provided as works and land in kind.
- R.7. Council issued the Permits in respect of the Land. The Permits require the Owner to pay the Levy in accordance with the DCP. The Permits also require 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 required under the Permits.
- R.8. The Owner has requested, and Council has agreed, that the Owner provide the Construction Project IT02 and the Land Project IT02 in exchange for a Credit against its liability to pay the Levy subject to the terms of this Agreement.
- R.9. The amount of the Credit will exceed the amount of the Owner's Total Levy Liability. Council has agreed that it will make the Overprovision Payment to the nominee of the Owner at the time specified in this Agreement.

- R.10. The PAO1 applies to the southern portion of the Land. The Planning Scheme identifies it for acquisition by the Roads Corporation for the purpose of road construction and widening of Somerton Road. The Somerton Road construction and widening is situated on part of the Land affected by the PAO1. The land take associated with Project IT02 that is affected by PAO1 is not funded by the DCP.
- R.11. Project LR03 comprises the construction of Brendan Road South, as identified in the PSP. Project LR03 is not an infrastructure item covered by the DCP. Owner agrees to construct and vest in Council Project LR03 at their cost.
- R.12. 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 Permits and to achieve the objectives of planning in Victoria.
- R.13. Part of the Land is subject to registered mortgage numbers AR432847J and AS188957A in favour of Webster Doliita Finance Ltd and Win Securities Ltd and 650 and 660 Somerton Road, Greenvale is subject to registered mortgage numbered AU813869Y, 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. **Adjoining Land** means the land know as 690 Somerton Road, being the land described in Certificate of Volume 08654, Folio 416 (Lot 9 on Plan of Subdivision 053814) and includes any lot created by the subdivision of the Adjoining Land or any part of it.
- 1.3. **Adjoining Land 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 Adjoining Land or any part of it, and includes a Mortgagee in possession.
- 1.4. **Agreed Value** means the value in Australian dollars identified in clause 6.1.1 for Construction Project IT02 and in clause 6.1.2 for Land Project IT02 and includes all transfer costs, costs of plans of subdivision, registration fees, design costs and construction fees and the like.
- 1.5. **Agreement** means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement.

- 1.6. **Business Days** means a day that is not a Saturday, Sunday or a public holiday in Melbourne.
- 1.7. **Certificate of Practical Completion** means a written certificate prepared by Council stating that Construction Project IT02 has been completed to the satisfaction of Council.
- 1.8. **Construction Project IT02** means the construction component of Project IT02, comprising the construction of a four-way signalised intersection (interim standard) at the intersection Brendan and Somerton Roads, as identified in the DCP.
- 1.9. **Construction Project LR03** means the construction component of Project LR03 comprising the construction of Brendan Road South, as identified in the PSP.
- 1.10. **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.
- 1.11. **Credit** means a credit against the Levy payable as described in clause 6.
- 1.12. **Current Address for Service**
- 1.12.1. 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
- 1.12.2. 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.
- 1.13. **Current Email Address for Service**
- 1.13.1. for Council means [contactus@hume.vic.gov.au](mailto:contactus@hume.vic.gov.au), or any other email address listed on the website of Council; and
- 1.13.2. for the Owner means any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.
- 1.14. **DCP** means the Greenvale Central Development Contributions Plan, as amended from time to time, being an incorporated document in the Planning Scheme.
- 1.15. **Development Agency** means a development agency as defined by the Act.
- 1.16. **DoT** means the Department of Transport, including VicRoads, or its successors and includes its agents, officers, employees, servants, workers and contractors.
- 1.17. **Endorsed Plan** means any plan endorsed under each of the Permits, as amended from time to time.
- 1.18. **GAIC** means the Growth Areas Infrastructure Contribution under the Act.
- 1.19. **GST Act** means the *New Tax System (Goods and Services Tax) Act 1999 (Cth)* as amended from time to time.
- 1.20. **IT02 Designs** means the detailed designs, engineering plans and specifications approved by Council in accordance with clause 4.2 of this Agreement for Construction Project IT02.

- 1.21. **LAC Act** means the *Land Acquisition and Compensation Act 1986* (Vic).
- 1.22. **Land** means the land identified in Item 1 of Schedule 1 and includes any lots created by the subdivision of the Land or any part of it.
- 1.23. **Land Project IT02** means that part of Project IT02 comprising the acquisition of 0.25 hectares of the Land Project IT02 Land for the ultimate construction of Project IT02, as identified in the DCP.
- 1.24. **Land Project LR03** means the part of Project LR03 that involves the transfer of the land on which Construction Project LR03 is constructed, as identified in the PSP.
- 1.25. **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.
- 1.26. **LR03 Designs** means the detailed designs, engineering plans and specifications approved by Council in accordance with clause 9.2 of this Agreement for Construction Project LR03.
- 1.27. **LR03 Maintenance Bond** means an irrevocable unconditional bank guarantee from a financial institution approved by Council or other form of security to the satisfaction of Council, in favour of Council, for an amount equivalent to 5% of the full cost of the Construction Project LR03 to secure the maintenance of Construction Project LR03.
- 1.28. **LR03 Maintenance Period** means the period of 3 months from the issue of a Certificate of Practical Completion for Construction Project LR03.
- 1.29. **Maintenance Bond** means an irrevocable unconditional bank guarantee from a financial institution approved by Council or other form of security to the satisfaction of Council, in favour of Council, for an amount equivalent to 5% of the full cost of the part of Construction Project IT02 for which Council will be responsible, to secure the maintenance of Construction Project IT02.
- 1.30. **Maintenance Period** means the period of 3 months from the issue of a Certificate of Practical Completion for Construction Project IT02.
- 1.31. **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.
- 1.32. **Net Developable Hectare** has the same meaning as defined in the DCP.
- 1.33. **Overprovision payment** means a payment in an amount equal to the value of the difference between the Credit and Total Levy Liability calculated in accordance with this Agreement.
- 1.34. **Owner** means Owner 650, Owner 660, Owner 680 and Owner 680A both jointly and severally.
- 1.35. **Owner 650** 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 650 Somerton Road, Greenvale being the land contained in Certificate of Title Volume 09457 Folio 087 or any part of it, and includes a Mortgagee in possession.
- 1.36. **Owner 660** 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 660 Somerton Road, Greenvale being the land contained in Certificate of Title Volume 08502 Folio 123 or any part of it, and includes a Mortgagee in possession.

- 1.37. **Owner 680** 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 680 Somerton Road, Greenvale being the land contained in Certificate of Title Volume 12364 Folio 888 or any part of it, and includes a Mortgagee in possession.
- 1.38. **Owner 680A** 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 680A Somerton Road, Greenvale being the land contained in Certificate of Title Volume 12364 Folio 889 or any part of it, and includes a Mortgagee in possession.
- 1.39. **Owner's Obligations** means the covenants, promises, agreements, indemnities, undertakings and warranties given by the Owner under this Agreement including the specific obligations imposed under clause 3.
- 1.40. **Party** or **Parties** means the Owner and Council under this Agreement as appropriate.
- 1.41. **Permits** means the planning permits identified in Items 2, 3 and 4 of Schedule 1 of this Agreement including the relevant Endorsed Plans, as amended from time to time.
- 1.42. **Planning Scheme** means the Hume Planning Scheme and any successor instrument or other planning scheme which applies to the Land.
- 1.43. **Project IT02** means:
- 1.43.1. the Construction Project IT02; and
  - 1.43.2. the Land Project IT02.
- 1.44. **Project LR03** means:
- 1.44.1. the Construction Project LR03; and
  - 1.44.2. the Land Project LR03.
- 1.45. **PSP** means the Greenvale Central Precinct Structure Plan, as amended from time to time, being an incorporated document in the Planning Scheme.
- 1.46. **PA01** means the Public Acquisition Overlay Planning Scheme Maps Reference 1 pursuant to the Schedule to the Public Acquisition Overlay in the Planning Scheme.
- 1.47. **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.
- 1.48. **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.
- 1.49. **Responsible Authority** means the responsible authority as defined in the Act.
- 1.50. **Side Deed** means the agreement reached between the Owner and Adjacent Land Owner.
- 1.51. **Stage** is a reference to a stage of subdivision of the Land as identified on an Endorsed Plan.

- 1.52. **Statement of Compliance** means a statement of compliance issued under the *Subdivision Act 1988* (Vic).
- 1.53. **Tax Act** means the *Taxation Administration Act 1953* (Cth).
- 1.54. **Total Levy Liability** means the total of the amount of the Levy that the Owner was liable to pay for each subdivision or each Stage in the case of a staged subdivision determined prior to the issue of each Statement of Compliance by Council in accordance with clause 6.2.
- 1.55. **Tribunal** means the Victorian Civil and Administrative Tribunal.
- 1.56. **680 Somerton Road Permit** means the planning permit identified in Item 3 of Schedule 1 of this Agreement including the plans endorsed under that permit and as amended from time to time.

## 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, liquidators and executors 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 OBLIGATIONS

### 3.1. Payment of the Levy

The Owner must pay the Levy for each subdivision or each Stage (in the case of a staged subdivision) of the Land prior to the issue of a Statement of Compliance for that subdivision or that Stage, subject to the Owner's entitlement to a Credit in accordance with this Agreement.

#### 4. WORKS IN KIND

##### 4.1. Construction Project IT02

The Owner must complete Construction Project IT02:

- 4.1.1. at its own cost;
- 4.1.2. in accordance with applicable laws and approvals;
- 4.1.3. in accordance with any conditions of the written consent referred to in clause 4.3;
- 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 any Statement of Compliance for the subdivision of the Land in accordance with any of the Permits;
  - 4.1.4.2. prior to the commencement of the use allowed under the 680 Somerton Road Permit; and
  - 4.1.4.3. within 2 years of the commencement of this Agreement; and
- 4.1.5. to the satisfaction of Council.

##### 4.2. IT02 Designs

The Parties agrees that:

- 4.2.1. prior to commencing Construction Project IT02, the Owner must prepare the IT02 Designs;
- 4.2.2. the Owner must submit the IT02 Designs to Council for approval and once such approval is obtained, to DoT for approval; and
- 4.2.3. the IT02 Designs must be prepared:
  - 4.2.3.1. at the Owner's own full cost;
  - 4.2.3.2. in accordance with the scope identified in the DCP;
  - 4.2.3.3. to the satisfaction of Council for that part of Construction Project IT02 for which Council will be the responsible road authority; and
  - 4.2.3.4. to the satisfaction of DoT for that part of Construction Project IT02 for which DoT will be the responsible road authority.
- 4.2.4. Council must consider within a reasonable period of time and without unnecessary delay the IT02 Designs submitted to it pursuant to clause 4.2.2 of this Agreement and either:
  - 4.2.4.1. approve the IT02 Designs; or
  - 4.2.4.2. if, in Council's opinion, the IT02 Designs do not comply with the DCP or do not meet adequate design standards:

- 4.2.4.2.1. refuse to approve the IT02 Designs; and
- 4.2.4.2.2. identify, and advise the Owner, which aspects of the IT02 Designs are inadequate and invite the Owner to submit further revised IT02 Designs.

#### 4.3. **Consent to Access Adjoining Land**

Before commencing the construction of Construction Project IT02, the Owner must:

- 4.3.1. obtain the written consent of the Adjoining Land Owner to:
  - 4.3.1.1. construct Construction Project IT02 on the Adjoining Land; and
  - 4.3.1.2. access the Adjoining Land during the construction of Construction Project IT02;
- 4.3.2. provide Council with a copy of the written consent required under clause 4.3.1.

#### 4.4. **Issue of a Certificate of Practical Completion**

The Parties agree that when Construction Project IT02 has been completed in accordance with the Agreement, Council must within a reasonable period of time and without unnecessary delay issue a Certificate of Practical Completion for Construction Project IT02.

#### 4.5. **Maintenance**

The Parties agree that:

- 4.5.1. Following the issue of a Certificate of Practical Completion, the Owner must:
  - 4.5.1.1. maintain Construction Project IT02 for the Maintenance Period to the satisfaction of Council and DoT (as relevant); and
  - 4.5.1.2. provide Council with:
    - 4.5.1.2.1. a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of any part of the Construction Project IT02 for which Council will be responsible; and
    - 4.5.1.2.2. a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of any part of the Construction Project IT02 for which Council will be responsible; and
    - 4.5.1.2.3. a Maintenance Bond for the Maintenance Period;

- 4.5.2. Council may use the Maintenance Bond to undertake works to ensure the good order, condition and repair of the works forming part of Project IT02 in the event that:
  - 4.5.2.1. any works forming part of Project IT02 are not maintained to Council's satisfaction during the Maintenance Period; and
  - 4.5.2.2. the Owner fails to comply with a written direction from Council to undertake any maintenance works in relation to Project IT02 required by Council;
- 4.5.3. Upon the completion of the Maintenance Period, Council will return the Maintenance Bond to the nominee of the Owner following completion of the Maintenance Period less any monies used by Council in accordance with clause 4.5.2.
- 4.5.4. Any written direction issued by Council pursuant to clause 4.5.2.2. must be issued in accordance with the notice provisions at clause 18 of this Agreement.

## **5. LAND IN KIND**

### **5.1. Land Project IT02**

The Owner agrees that it must transfer to or vest in Council Land Project IT02:

- 5.1.1. within 30 Business Days following the issue of a Certificate of Practical Completion in accordance with clause 4.4 of this Agreement for Construction Project IT02 or such other date approved by Council in writing; and
- 5.1.2. in accordance with clause 5.2 of this Agreement.

### **5.2. Condition of land**

Prior to the transfer or vesting of Land Project IT02 in Council, the Owner must ensure that:

- 5.2.1. it has complied with clauses 10, 11, 12 and 13 of this Agreement; and
- 5.2.2. that all land comprising Land Project IT02 is:
  - 5.2.2.1. free from contamination;
  - 5.2.2.2. free of all encumbrances; and
  - 5.2.2.3. serviceable, including connections to water, gas, electricity, telephone and mains sewer necessary for Project IT02;

all at the cost of the Owner and to the satisfaction of Council.

## **6. CREDIT**

### **6.1. Amount of Credit**

The Parties agree that:

- 6.1.1. upon the issue of a Certificate of Practical Completion for Construction Project IT02, Council will issue the Owner with a Credit equal to \$5,286,791;
- 6.1.2. upon the transfer to or vesting of Land Project IT02 in Council, Council will issue the Owner 680 with a Credit equal to \$562,500;
- 6.1.3. the amount of the Credit identified in clause 6.1.1 represents the full cost of Construction Project IT02 as identified in the DCP and adjusted in accordance with the DCP as at 1 July 2020 and will not be subject to any further adjustment; and
- 6.1.4. the amount of the Credit identified in clause 6.1.2 represents the full cost of Land Project IT02 as identified in the DCP and adjusted in accordance with the DCP as at 1 July 2020 and will not be subject to any further adjustment.

**6.2. Application of Credit**

- 6.2.1. The Owner will not be required to pay the Levy in cash until the Credit has been exhausted;
- 6.2.2. prior to the issue of a Statement of Compliance by Council for a subdivision or a Stage of subdivision, Council must:
  - 6.2.2.1. calculate the Levy payable for a subdivision or the relevant Stage as at that date; and
  - 6.2.2.2. deduct the amount calculated under 6.2.2.1. from the Credit until the Credit has been exhausted;

**6.3. Overprovision payment**

The Parties agree that:

- 6.3.1. if upon the issue of the final Statement of Compliance for the subdivision of the Land in accordance with the Permits the amount of the Credit exceeds the amount of the Total Levy Liability, the Owner will be entitled to the Overprovision Payment;
- 6.3.2. if the Owner is entitled to the Overprovision Payment in accordance with clause 6.3.1, Council will pay the Overprovision Payment to a nominee of the Owner upon the earlier of the following events:
  - 6.3.2.1. within 3 months of the issue a written notice by Council confirming it has collected sufficient funds under the DCP to pay the Overprovision Payment in a single payment; or
  - 6.3.2.2. five years after the later of:
    - 6.3.2.2.1. the issue of a Certificate of Practical Completion for Construction Project IT02 by Council in accordance with this Agreement or
    - 6.3.2.2.2. the transfer to or vesting in Council of the land in Land Project IT02.
- 6.3.3. At any time following the issue for the final Statement of Compliance, the Owner may request from Council an update as to the timing of the

Overprovision Payment and the funds Council has collected in the DCP account. Upon such a request, Council will provide details of the timing of the Overprovision Payment and details of the funds in the DCP account.

## **7. PROVISION OF INFORMATION BY THE OWNER**

In a request for a Statement of Compliance for a subdivision or a Stage of a subdivision in accordance with the Permits, the Owner must include the following information in relation to that subdivision or Stage:

- 7.1. the Net Developable Hectares of land included in the subdivision or the Stage;
- 7.2. the Levy payable in relation to the subdivision or the Stage;
- 7.3. in the case of a staged subdivision, the amounts previously deducted from the Credit in relation to previous Stages;
- 7.4. the amount of Credit to be deducted in relation to the subdivision or the Stage; and
- 7.5. the amount of Credit remaining following deduction in relation to the subdivision or the Stage/s, to the satisfaction of Council.

## **8. AGREED VALUE**

The parties agree that:

- 8.1. the Agreed Value is intended to replace the market value and any other method of calculating compensation payable to a person under the LAC Act and the Act in respect of Land Project IT02; and
- 8.2. upon payment being made in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Agreed Land Value or any other amount agreed to be paid under this Agreement in respect of any land, no other compensation is payable under the LAC Act or the Act for any other category of or form of loss or compensation in respect of the Land Project IT02.

## **9. PROJECT LR03**

### **9.1. Construction Project LR03**

Owner 660 and Owner 680 must complete Project LR03:

- 9.1.1. at its own cost;
- 9.1.2. in accordance with applicable laws and approvals;
- 9.1.3. unless otherwise agreed to by Council in writing prior to the issue any Statement of Compliance for the subdivision of the Land in accordance with any of the planning permits in Items 2 and 3 of Schedule 1 of this Agreement; and
- 9.1.4. to the satisfaction of Council.

### **9.2. LR03 Designs**

Owner 660 and Owner 680 agree that:

- 9.2.1. prior to commencing Project LR03, it must prepare and submit to Council for approval the LR03 Designs;
- 9.2.2. the LR03 Designs must be prepared:
  - 9.2.2.1. at the Owner 660 and Owner 680's own full cost;
  - 9.2.2.2. to the satisfaction of Council;
- 9.2.3. Council must consider the LR03 Designs submitted to it pursuant to clause 9.2.1 and either:
  - 9.2.3.1. approve the LR03 Designs; or
  - 9.2.3.2. identify, and advise the Owner, which aspects of the LR03 Designs are inadequate and invite the Owner to submit further LR03 Designs.

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

The Parties agree that when Construction Project LR03 has been completed in accordance with the Agreement, Council must within a reasonable period of time and without unnecessary delay issue a Certificate of Practical Completion for Construction Project LR03.

**9.4. Maintenance**

The Parties agree that:

- 9.4.1. Following the issue of a Certificate of Practical Completion, the Owner must:
  - 9.4.1.1. maintain Construction Project LR03 for the LR03 Maintenance Period to the satisfaction of Council; and
  - 9.4.1.2. provide Council with:
    - 9.4.1.2.1. a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of Construction Project LR03; and
    - 9.4.1.2.2. a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of Construction Project LR03; and
    - 9.4.1.2.3. a LR03 Maintenance Bond for the LR03 Maintenance Period;
- 9.4.2. Council may use the LR03 Maintenance Bond to undertake works to ensure the good order, condition and repair of the works forming part of Project LR03 in the event that:
  - 9.4.2.1. any works forming part of Project LR03 are not maintained to Council's satisfaction for the LR03 Maintenance Period; and

9.4.2.2. the Owner fails to comply with a written direction from Council to undertake any maintenance works in relation to Project LR03 required by Council; and

9.4.3. upon the completion of the Maintenance Period, Council will return the LR03 Maintenance Bond following completion of the Maintenance Period less any monies used by Council in accordance with clause 9.4.2 of this Agreement.

**9.5. Land Project LR03**

Owner 660 and Owner 680 agree that it must at its cost transfer to or vest in Council Land Project LR03:

9.5.1. within 30 Business Days following the issue of Certificate of Practical Completion in accordance with 9.3. of this Agreement for Construction Project LR03 or such other date approved by Council in writing; and

9.5.2. in accordance with clause 9.6 of this Agreement.

**9.6. Condition of land**

Prior to the transfer or vesting of Land Project LR03 in Council, Owner 660 and Owner 680 must ensure that:

9.6.1. it has complied with clauses 11, 12 and 13 of this Agreement; and

9.6.2. that all land comprising Land Project LR03 is:

9.6.2.1. free from contamination;

9.6.2.2. free of all encumbrances;

9.6.2.3. serviceable, including connections to water, gas, electricity, telephone and mains sewer;

all at the cost of Owner 660 and Owner 680 and to the satisfaction of Council.

**10. FURTHER COVENANTS OF THE OWNER**

The Owner warrants and covenants with Council that:

10.1. it is the registered proprietor (or entitled to be so) of the Land;

10.2. aside from a potential easement in favour of Yarra Valley Water related compulsory acquisition process associated with the Yarra Valley Water Somerton Road Sewerage Project and save for any other encumbrances 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;

10.3. 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);

10.4. 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;

- 10.5. it will within 28 Business 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:
- 10.5.1. negotiation, preparation, execution and recording of this Agreement;
  - 10.5.2. assessment, negotiation, preparation, execution and recording of any proposed amendment to this Agreement; and
  - 10.5.3. 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.

To the extent that such costs and expenses 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;

- 10.6. 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
- 10.7. 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.

## **11. GST**

- 11.1. 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.
- 11.2. 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.
- 11.3. 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.
- 11.4. A Party's right to payment of GST is subject to a tax invoice being delivered to the recipient of the taxable supply.

## **12. GAIC**

- 12.1. All land transferred to or vested in Council must have any liability for GAIC discharged prior to it being transferred to or vested in Council and to the extent it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council.
- 12.2. The Owner must provide a certificate of release under section 201SY of the Act confirming the release of land referred to in clause 12.1 from GAIC.

### 13. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING TAX

- 13.1. 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.
- 13.2. 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**):
- (a) at least 60 Business 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
  - (b) where a clearance certificate is not provided in accordance with (a):
    - (i) 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;
    - (ii) 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 Business Days prior to the transfer to or vesting of the land in Council; and
  - (c) 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 Business Days prior to the transfer to or vesting of the land in Council.
- 13.3. 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.
- 13.4. 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.
- 13.5. 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.

### 14. 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.

### 15. AMENDMENT

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

**16. 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.

**17. 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 other than the approval that is the subject of this Agreement.

**18. NOTICES**

18.1. A notice or other communication required or permitted to be served by a Party on another Party must be in writing. 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.

18.2. Each notice or communication will be deemed to have been duly received:

- 18.2.1. not later than six Business Days after being deposited in the mail with postage prepaid;
- 18.2.2. when delivered by hand, on the next following Business Day; or
- 18.2.3. if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000* (Vic).

**19. 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.

**20. 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.

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

This Agreement will extend to and bind the Owner's successors, assigns, administrators and transferees 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.

**22. 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.

**23. 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.

**24. 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:

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

**25. PROPER LAW**

- 25.1. This Agreement is governed by the Owner submits to the laws of the State of Victoria.

**26. COMMENCEMENT AND ENDING OF AGREEMENT**

- 26.1. This Agreement will commence:
  - 26.1.1. on the date that it bears; or
  - 26.1.2. if it bears no date, on the date it is recorded in the Register.
- 26.2. This Agreement will end:
  - 26.2.1. in the event the Owner has not completed Project IT02 in accordance with clauses 4.1 and 5.1 of this Agreement;
  - 26.2.2. in respect of a Residential Lot, upon the issue of a Statement of Compliance for the subdivision of the Residential Lot;
  - 26.2.3. in respect of all other land this Agreement will end when:
    - 26.2.3.1. Council has given notice under clause 6.3 that the Credit has been exhausted; and
    - 26.2.3.2. 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.

- 26.3. Where this Agreement ends pursuant to clause 26.2.1, the Owner will not be entitled to any Credit or reimbursement of costs for any works undertaken in relation to Project IT02.
- 26.4. 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**

**SIGNED** on behalf of **HUME CITY COUNCIL** by  
**MANAGER STRATEGIC PLANNING** pursuant to  
instrument of delegation authorised by Council  
resolution,  
in the presence of:



Signature of delegate

Andrew Johnson

Print full name of delegate



Signature of witness

David Hajzler

Print full name of witness

By witnessing this Agreement, the witness confirms that either:

- this Agreement was signed physically in their presence; or
- where this Agreement was witnessed via audio-visual link, the requirements for witnessing by audio-visual link under section 12 of the *Electronic Transactions (Victoria) Act 2000 (Vic)* have been met.

**EXECUTED** by **GREENVALE LAND PTY LTD**  
**ACN 610 181 701** in accordance with Section 127  
of the Corporations Act 2001:




Director

**SASHA SOLOVEYCHIK**

Full Name

Date: **04/07/22**



Director / Secretary

**STEVEN SASS**

Full Name

Date: **04/07/22**

By witnessing this Agreement, the witness confirms that either:

- this Agreement was signed physically in their presence; or

- where this Agreement was witnessed via audio-visual link, the requirements for witnessing by audio-visual link under section 12 of the *Electronic Transactions (Victoria) Act 2000 (Vic)* have been met.

**EXECUTED** by **MATRIX GREENVALE (AUSTRALIA) PTY LTD ACN 626 667 052** in accordance with Section 127 of the Corporations Act 2001:

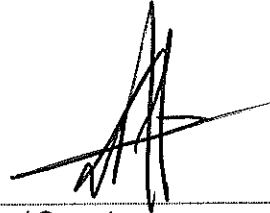


Director

**JON WEE LEE**

Full Name

Date: **6/7/2022**



Director / Secretary

**TIAN HOCK LEE**

Full Name

Date: **6/7/2022**

By witnessing this Agreement, the witness confirms that either:

- this Agreement was signed physically in their presence; or
- where this Agreement was witnessed via audio-visual link, the requirements for witnessing by audio-visual link under section 12 of the *Electronic Transactions (Victoria) Act 2000 (Vic)* have been met.

**MORTGAGEE CONSENT**

Webster Dolilta Finance Ltd as Mortgagee under Instrument of Mortgage Nos. AR432847J and AS188957A consents to Greenvale Land Pty Ltd entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

DATED: 21/7/22



Robert Andrew Baird  
Director

Executed for and on behalf of

Webster Dolilta Finance Ltd

**MORTGAGEE CONSENT**

Win Securities Ltd as Mortgagee under Instrument of Mortgage Nos. AR432847J and AS188957A consents to Greenvale Land Pty Ltd entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

DATED: 21/7/22



ANTONINO GIOVANNI RUVOLO  
37 REID STREET  
WANGARATTA 3677

Executed for and on behalf of

Win Securities Ltd



KENNETH JAMES BUTTERWORTH  
37 REID STREET  
WANGARATTA 3677

**MORTGAGEE CONSENT**

**National Australia Bank** as Mortgagee under Instrument of Mortgage No. AU813869Y consents to Matrix Greenvale (Australia) Pty Ltd entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

DATED:

Executed for and on behalf of  
National Australia Bank Ltd



**SCHEDULE 1**

<b>Item 1 – Land</b>	Certificate of Title Volume 09457 Folio 087  Certificate of Title Volume 08502 Folio 123  Certificate of Title Volume 12364 Folio 888  Certificate of Title Volume 12364 Folio 889
<b>Item 2 – 650 &amp; 660 Somerton Road Permit</b>	P20782 issued by Council on 12 October 2018 and allowing the staged multi lot subdivision of 650 and 660 Somerton Road, Greenvale being the land in Certificates of Title Volume 09457 Folio 087 and Volume 08502 Folio 123.
<b>Item 3 – 680 Somerton Road Permit</b>	P20621 issued by Council on 14 March 2018 and allowing the use of 680 Somerton Road, Greenvale (formerly known as 670 Somerton Road, Greenvale) for a child care centre, service station, medical centre and shops, associated buildings and works, removal of native vegetation, removal of easement E1, erection of signage and illuminated business identification signs and a 3 lot subdivision of the 680 Somerton Road, Greenvale as amended from time to time and includes any new permit issued in respect of 680 Somerton Road.
<b>Item 4 – 680A Somerton Road Permits</b>	P23425 issued by Council on 3 September 2021 and allowing the use of the land for the purpose of shop (convenience shop & pharmacy), service station and restricted recreational facility (gym), buildings & works, associated signage, removal of easement at 680A Somerton Road, Greenvale (formerly known as 680 Somerton Road, Greenvale) as amended from time to time and includes any new permit issued in respect of 680A Somerton Road.  P23913 issued by Council on 2 March 2022 and allowing the subdivision of the land at at 680A Somerton Road, Greenvale (formerly known as 680 Somerton Road, Greenvale) as amended from time to time and includes any new permit issued in respect of 680A Somerton Road.

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1229937

## APPLICANT'S NAME & ADDRESS

ULTRA CONVEYANCING SERVICES C/- INFOTRACK (LEAP)  
C/- LANDATA  
DOCKLANDS

## VENDOR

KHOSHOW, SAVIERO

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

354110

This certificate is issued for:

LOT 9 PLAN PS847993 ALSO KNOWN AS 31 IRINA ROAD GREENVALE  
HUME CITY

The land is covered by the:

HUME PLANNING SCHEME

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

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 6
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 6

A detailed definition of the applicable Planning Scheme is available at :  
(<https://planning-schemes.app.planning.vic.gov.au/hume>)

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

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

27 February 2026

**Sonya Kilkeny**  
Minister for Planning

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

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

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

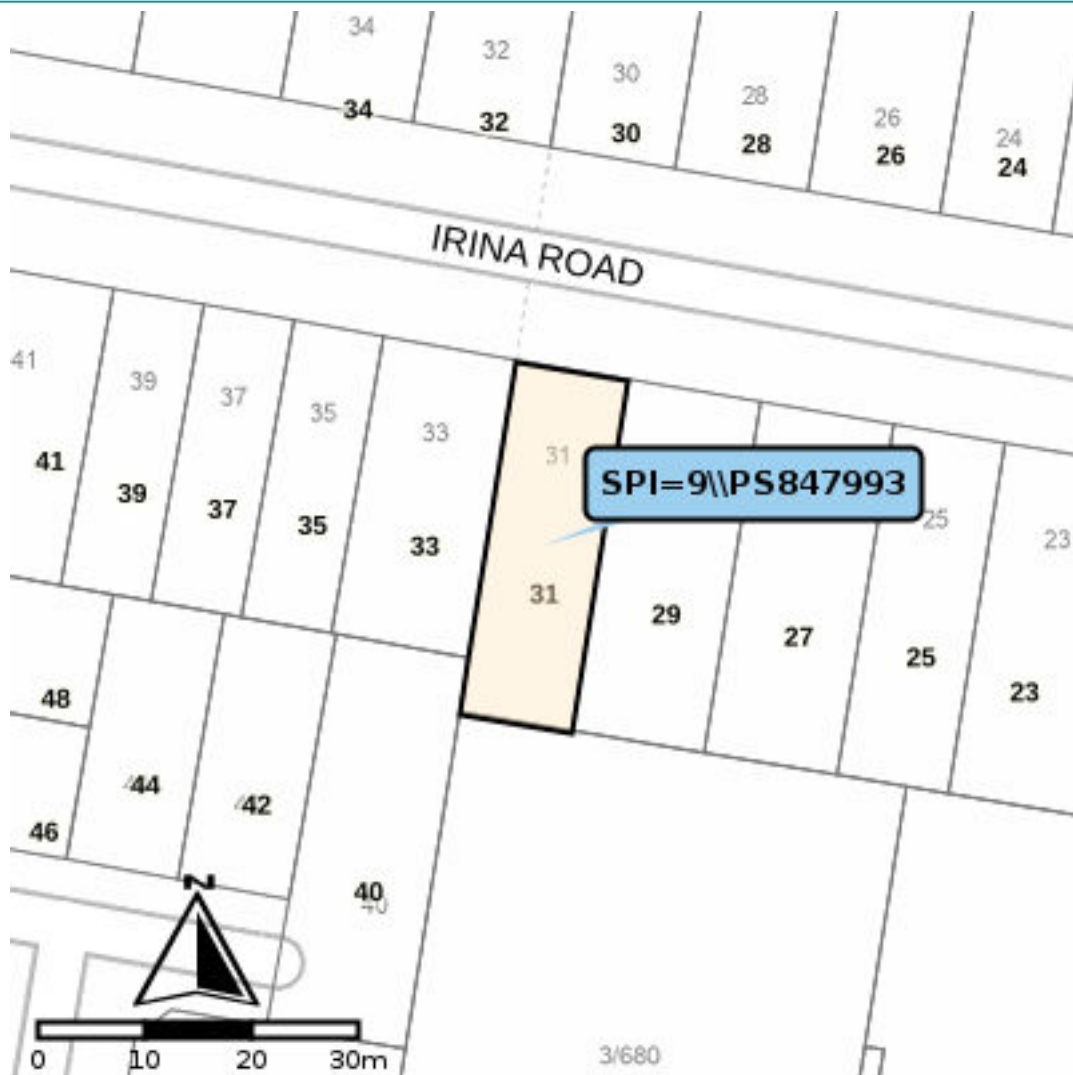
LANDATA@  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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

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

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

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



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### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.  
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.  
Next business day delivery, if further information is required from you.

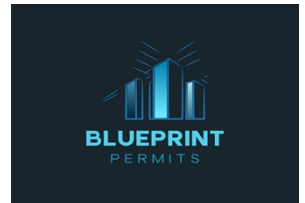
### Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

# BluePrint Permits

Building Act 1993

Building Regulations 2018



Application Number: BLD20250024

## FORM 2

Regulation 37(1)  
Building Act 1993  
Building Regulations 2018

### Building Permit No. BS-L 65496/9350551881834 25 September 2025

#### Issue to

Owner **Saviero Khoshow**  
Postal Address **17 Naxos Road Greenvale** Postcode **3059**  
Email **manuell@windrockgroup.com.au**  
Address for serving or giving of documents: **17 Naxos Road Greenvale** Postcode **3059**  
Contact Person **Saviero Khoshow** Telephone **0410 020 778**

#### Property Details

Number **31** Street/Road **Irina Road** Suburb **Greenvale** Postcode **3059**  
Lot/s **9** LP/PS **847993C** Volume **12591** Folio **168**  
Crown allotment Section No **9** Parish **Yuroke** County  
Municipal District **City of Hume**

#### Builder

Name **AHF Constructions Pty Ltd** Telephone **0406 602 721**  
Address **23 Welch Street Fawkner** Postcode **3060**

#### Details of Building Practitioners and Architects

a) To be engaged in the building work<sup>3</sup>

Name	Category/class	Registration Number
Hadia Daniel	Domestic Builder - Unlimited	DB-U 47582

(b) Who were engaged to prepare documents forming part of the application for this permit<sup>4</sup>

Name	Category/class	Registration Number
Deny Sadik	Domestic Builder - Unlimited	CDB-U 72814
Dobrica Millicevic	Endorsed Building Engineer	PE0003418

#### Details of Domestic Building Work Insurance<sup>5</sup>

The issuer or provider of the required insurance policy is: **BPC**

Insurance policy number : **C998515**

Insurance policy date : **15/09/2025**

#### Details of Relevant Planning Permit

Planning Permit No: **N/A**

Date of grant of Planning Permit: **N/A**

#### Nature of Building Work

Construction of a New Single Storey Dwelling & Garage

Storeys contains: **1**

Rise in storeys:

Effective height:

Type of construction:

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

Cost of Building Work: **\$345,000.00**

Total floor area of new building work in m<sup>2</sup>: **211**

### Conditions and required Certificates

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

### BCA Class

Part of Building: **All**

Class: **1a(a)**

Part of Building: **All**

Class: **10a**

### Prescribed Reporting Authorities

The following bodies are Prescribed Reporting Authorities for the purpose of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter Reported On Or Consented To	Regulation
City of Hume	Property information	51 (2)
City of Hume	Legal point of discharge	133

### Protection Work

Protection work is required in relation to the building work proposed in this permit.

### Inspection Requirements<sup>3</sup>

The mandatory inspection notification stages are:

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

**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 of the building in relation to which the building work is carried out.

### Commencement and Completion

This building work must commence by 25 September 2026

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 25 September 2027

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

### Relevant Building Surveyor

Name: **Aspasia Dimopoulos**

Address: **PO Box 509, Preston, 3072**

Email: **info@blueprintpermits.com.au**

Building practitioner registration no.: **BS-L 65496**

Municipal district: **City of Hume**

Permit no.: **BS-L 65496/9350551881834**

Date of issue of permit: **25 September 2025**

**Notes**

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

## **Annexures 'A'**

### **Conditions of Approval**

### **Building Permit No. BS-L 65496/9350551881834 Issued 25 September 2025**

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

1. The registered builder nominated on this building permit **MUST** ensure that all building works related to this permit have been constructed in accordance with the Australian Standards; as stated in the certificate of structural adequacy published by BlueScope Steel on the 18th October 2017; and that; all components are genuine Lysaght manufactured items and the components have been assembled in accordance with all the relevant Lysaght documentation, and the builder is responsible and **MUST** also ensure that the supporting structure is stable and able to withstand the reactions and all fixings, tie downs and bracings of the supporting structure and the loads applied by the awning to the house or supporting structure complies.
2. Boundary Fencing does not form part of this building Permit
3. Expungement: This approval may be revoked and may be made null and void if any documentation submitted with the application is subsequently found to be false, improper, misleading, incomplete or fraudulent, at the sole discretion of the Relevant Building Surveyor once all other enforcement processes and proceedings have been exhausted. Furthermore, all building works and any subsequent alterations to the endorsed plans must be carried out as shown on the approved plans and/or to the satisfaction of the relevant building surveyor.
4. Under regulation 42, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units. Under regulation 41, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of approved plans, specifications and documents are available for inspections at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which the permit applies. This building permit is not evidence of compliance, acceptance or otherwise with any implied warranty under the Domestic Building Contracts Act (DBC Act) and/or any other contractual agreement, or otherwise between owner and builder relative to quality, workmanship, product adequacy, reliability or functionality of the building work. It is recommended that the owner engage or appoint appropriate building practitioners to confirm acceptance or otherwise, compliance with the DBC Act and other associated and relevant legislation. There must be no unauthorised encroachment of any part of the building work beyond the building alignment, title or allotment boundary.
5. The following dwelling must have a minimum 6 Star Energy Rating
6. No portion of building works to encroach allotment boundaries. **NOTE:** In the event that a fence has encroached over the title boundary in favour of the neighbour. A Written statement from the neighbour will be required stating that they agree to the removal of the fence and construction of the dwelling within the boundary. (Plus temporary fencing to be installed to protect the neighbouring property)
7. The artificial lighting system to comply with AS1680.
8. Any existing and/or proposed boundary fence shall not exceed 2000mm in height from natural ground level and therefore excludes trellis.
9. Inward swinging toilet doors to enclosed sanitary compartments, where <1200mm between the closet pan and doorway, to be readily removable from the outside.
10. Inward swinging toilet doors to enclosed sanitary compartments must be readily removable from the outside, unless there is a clear space of at least 1.2m between the closet pan within the sanitary compartment and the nearest part of the doorway.
11. Council consent is required for the new cross over prior to works commencing. Ensure consent is received prior to construction commencing.

12. It is the responsibility of the owner to comply with any covenant which may exist on the property title.
13. The person in charge of carrying out building works must take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor, the number of the relevant building permit and the issue date of the permit are displayed. Signage to be displayed in a conspicuous position accessible to the public prior to the commencement of building works and is to remain visible and legible for the duration of building works.
14. A minimum 750mm landing to be provided to door thresholds where more than 3 risers (max 570mm) are proposed.
15. This building permit shall be read in conjunction with the endorsed drawings.
16. Alterations to the existing building to comply with Part J – Energy Efficiency provisions of the BCA. Certificate of Compliance – Design, to be forwarded to Relevant Building Surveyor from consultant.
17. Expungement: This approval may be revoked and may be made null and void if any documentation submitted with the application is subsequently found to be false, improper, misleading, incomplete or fraudulent, at the sole discretion of the Relevant Building Surveyor once all other enforcement processes and proceedings have been exhausted. Furthermore, all building works and any subsequent alterations to the endorsed plans must be carried out as shown on the approved plans and/or to the satisfaction of the relevant building surveyor.
18. All extraction fans are to be vented to the external wall/roof. (Not into ceiling)
19. Construction on within 900mm from boundary is to be constructed from materials that achieve a Fire rating to 60/60/60. Builder to provide details of materials and construction method used to achieve this result.
20. External walls are required to have an FRL of not less than 60/60/60 when tested from the outside.
21. Existing Footing on boundary not to be undermined under ANY circumstances
22. Under regulation 42, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units. Under regulation 41, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of approved plans, specifications and documents are available for inspections at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which the permit applies. This building permit is not evidence of compliance, acceptance or otherwise with any implied warranty under the Domestic Building Contracts Act (DBC Act) and/or any other contractual agreement, or otherwise between owner and builder relative to quality, workmanship, product adequacy, reliability or functionality of the building work. It is recommended that the owner engage or appoint appropriate building practitioners to confirm acceptance or otherwise, compliance with the DBC Act and other associated and relevant legislation. There must be no unauthorised encroachment of any part of the building work beyond the building alignment, title or allotment boundary.
23. All new glazing is to comply with AS1288 and AS2047. Decals to be installed min 75mm in width located between 900-1000mm from finished floor level
24. All glazing to comply with AS1288 and AS2047. Ensure minimum 20mm high decals provided to full height glazing located between 700 and 1200mm from finished floor level.
25. Stair flight riser heights to steps to not exceed 190mm and going length for treads to be at least 250mm consistent throughout. Non-slip finishes to be provided to all steps, ramps and landings.
26. The estate's greywater system (third pipe) is to be connected to all sanitary flushing systems, in accordance with the estate guidelines and the plumbing regulations.
27. Building inspections are to be arranged with the Relevant Building Surveyor. Generally inspections are carried out within 24–48 hours notification; however this must be arranged with a minimum of 48 hours notice in advance.
28. This building permit does NOT include retaining walls The owner and/or builder will need to provide John Kitsoulis BS-L 46679 with a building permit approval for retaining walls prior to starting any building works.
29. Stair flight riser heights to steps to be constructed between 115 – 190mm and going lengths for treads to be between 240 – 355mm. Attention should be made to the slope relationship (i.e. 2R+G) requirement of Fig. 3.9.1.2 of the BCA 2013 Volume 2. Non-slip finishes to be provided to all steps, ramps and landings.
30. Smoke alarms to comply with AS3786 and to be hard wired to mains power, and interconnected where more than one is required.
31. All down pipes or stormwater overflow pipes are to be connected to the legal point of discharge as a system via the existing pipework of the appurtenant buildings in accordance with AS3500.3.
32. This site is subject to termite infestation. Ensure termite protection is provided in accordance with AS3660.1
33. Thermal insulation to be provided in accordance with Option A or B in Vic Table 1.
34. All timber framing to comply with AS1684.
35. The owner and/or builder MUST ensure consent/permit is obtained from Council prior to removal of any trees and/or vegetation where applicable.
36. Prior to the erection of trusses, the manufacturer's computations and layout (for any roof, floor &/or walls) must be submitted to this office for approval prior to frame inspection.
37. Waterproofing to walls and floors to wet areas to be provided where required by F1.7 in accordance with AS3740.
38. Waterproofing to walls and floors to wet areas to be provided where required by Part 3.8 in accordance with AS3740.

## Annexures 'D' Performance Solution

### Performance Solution

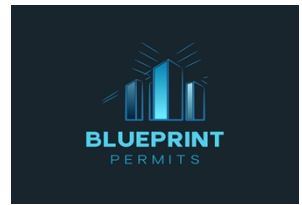
A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

Relevant performance requirement	Details of performance solution
P2.1.1 & P2.2.2	To permit the use of an external wall cladding system

# BluePrint Permits

Building Act 1993

Building Regulations 2018



Application Number: BLD20250024

## FORM 16

Regulation 192

**Building Act 1993**

Building Regulations 2018

## OCCUPANCY PERMIT

### Property Details

Number: <b>31</b>	Street/Road: <b>Irina Road</b>	Suburb: <b>Greenvale</b>	Postcode: <b>3059</b>
Lot/s: <b>9</b>	LP/PS: <b>847993C</b>	Volume: <b>12591</b>	Folio: <b>168</b>
Crown: allotment	Section: No <b>9</b>	Parish: <b>Yuroke</b>	County:
Municipal District: <b>City of Hume</b>			

### Building permit details

Building permit number: **BS-L 65496/9350551881834**

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

### Building Details

Part of building to which permit applies:	<b>All</b>
Permitted use:	<b>Dwelling</b>
BCA Class of building:	<b>1a(a)</b>
Maximum permissible floor live load:	<b>1.5</b>
Maximum number of people to be accommodated:	<b>Residential</b>

Part of building to which permit applies:	<b>All</b>
Permitted use:	<b>Garage</b>
BCA Class of building:	<b>10a</b>
Maximum permissible floor live load:	<b>2.5</b>
Maximum number of people to be accommodated:	<b>Residential</b>

Storeys contained: <b>1</b>	Rise in storeys (for Class 2-9 buildings):
Effective height:	Type of construction:21

### Performance solution

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

Relevant performance requirement	Details of performance solution
P2.1.1 & P2.2.2	To permit the use of an external wall cladding system

### Reporting authorities

The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter reported on or consented to	Relevant regulation no.
City of Hume	Property information	51 (2)
City of Hume	Legal point of discharge	133


### Suitability for occupation

At the date this occupancy permit is issued, the \*building/\*place of public entertainment to which this permit applies is suitable for occupation.

### Approved Inspections

1. Pre-Slab approved on: 30/09/2025
2. Steel Reinforcement approved on: 1/10/2025
3. Frame approved on: 15/10/2025
4. Final approved on: 8/12/2025

### Relevant building surveyor

Name: **Aspasia (Susie) Dimopoulos**  
 Address: **PO Box 509, Preston, 3072**  
 Email: **info@blueprintpermits.com.au**  
 Building practitioner registration no.: **BS-L 65496**  
 Municipal district name: **City of Hume**  
 Occupancy Permit no. **BS-L 65496/9350551881834**  
 Date of issue: **17 December 2025**  
 Date of final inspection **8 December 2025**  
 Signature: 

## Domestic Building Insurance

## Certificate of Insurance

**Saviero Khoshow**

**17 Naxos Rd  
GREENVALE  
VIC 3059**

Policy Number:  
**C998515**

Policy Inception Date:  
**15/09/2025**

Builder Account Number:  
**024104**

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, the Victorian Building Authority trading as Building and Plumbing Commission, in respect of the domestic building work described below.

### Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**

At the property: **31 Irina Rd GREENVALE VIC 3059 Australia**

Carried out by the builder: **AHF CONSTRUCTIONS PTY. LTD.**

Builder ACN: **612044809**



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 Victorian Building Authority trading as Building and Plumbing Commission. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Saviero Khoshow**

Pursuant to a domestic building contract dated: **08/09/2025**

For the contract price of: **\$ 300,000.00**

Type of Cover: **Cover is only provided if AHF CONSTRUCTIONS 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 Victorian Building Authority trading as Building and Plumbing Commission immediately on 1300 067 088 or email [dbi@bpc.vic.gov.au](mailto:dbi@bpc.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.



Scan the QR code with your phone's camera to check the details on this policy are correct. Alternatively, visit <https://www.buildvic.vic.gov.au/ClaimsPortal/s/verify-certificate> and enter your policy number to check the details on this policy are correct.

### Period of Cover

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

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

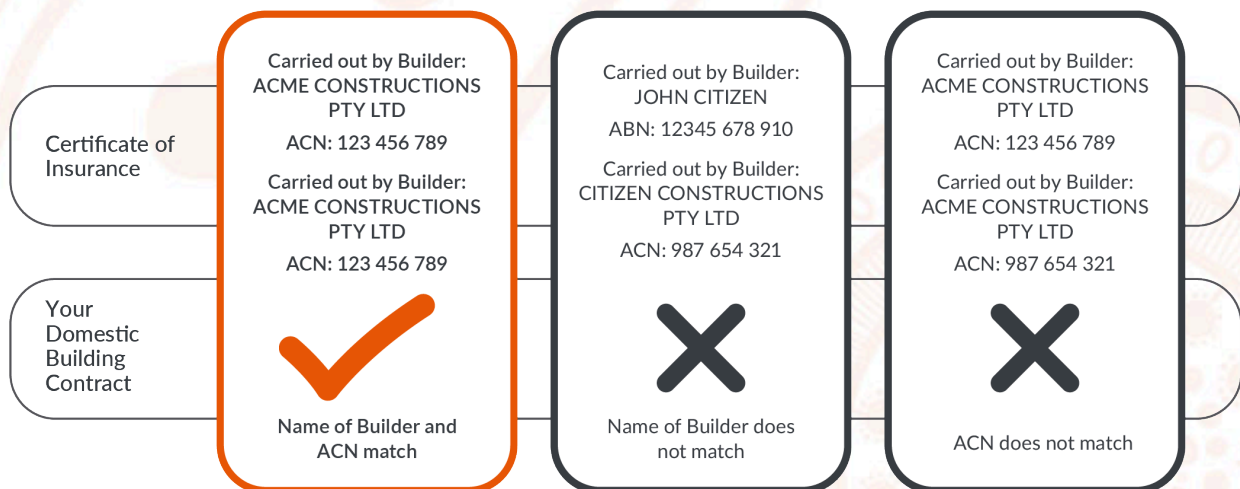
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by the Victorian Building Authority trading as Building and Plumbing Commission

### Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	<b>\$2,256.00</b>
GST:	<b>\$225.60</b>
Stamp Duty:	<b>\$198.53</b>
<b>Total:</b>	<b>\$2,680.13</b>

**If the information on the certificate does not match exactly what is on your domestic building contract, please contact the Victorian Building Authority trading as Building and Plumbing Commission on 1300 067 088 Below are some examples of what to look for:**



**Property No : 758172**  
**Certificate No : eLIC086020**  
**LAND INFORMATION CERTIFICATE**  
**Year Ending: 30 June 2026**  
**All Enquiries and Updates to Rates on 9205 2688**



**ABN 14 854 354 856**  
 1079 PASCOE VALE ROAD  
 BROADMEADOWS  
 VICTORIA 3047  
  
 PO BOX 119  
 DALLAS 3047  
  
 Telephone: 03 9205 2200  
 Rates Dept 03 9205 2688  
 Facsimile: 03 9309 0109  
 www.hume.vic.gov.au

Your Reference: 354110  
 Date of Issue: 27/02/2026

**SECURE ELECTRONIC REGISTRIES VICTORIA (SERV)**  
**TWO MELBOURNE QUARTER**  
**LEVEL 13/697 COLLINS ST**  
**DOCKLANDS VIC 3008**

Property Description:	Lot 9 PS 847993C Vol 12591 Fol 168
Property Situated:	31 IRINA RD GREENVALE VIC 3059

Site Value \$370000	C.I.V. \$370000	N.A.V. \$18500	AVPCC 100
---------------------	-----------------	----------------	-----------

The level of valuation is 1/01/2025 and the Date the Valuation was adopted for Rating Purposes is 1/09/2025

<b>RATES AND CHARGES FROM</b>	<b>01/07/2025</b>	<b>TO</b>	<b>30/06/2026</b>
	<b>RATE LEVIED ON C.I.V.</b>		<b>BALANCES OUTSTANDING</b>
General Rate	<b>\$698.70</b>		<b>\$349.57</b>
Land Use Rebate	<b>\$0.00</b>		<b>\$0.00</b>
Optional Waste Charges	<b>\$0.00</b>		<b>\$0.00</b>
ESVF Levy	<b>\$166.00</b>		<b>\$83.05</b>
Special Charge / Rate	<b>\$0.00</b>		<b>\$0.00</b>
Waste Rates and Charges	<b>\$190.65</b>		<b>\$95.38</b>
Arrears as at 30/06/2025			<b>\$0.00</b>
Interest / Legal Costs			
<b>TOTAL RATES AND CHARGES</b>	<b>\$1,055.35</b>		<b>\$528.00</b>

**\*\*PLEASE NOTE :** Rates for 2025/2026 are payable by four instalments on the following dates  
 30/09/2025, 30/11/2025, 28/02/2026 & 31/05/2026

<b>OTHER CHARGES</b>				
<b>Account Number / Description</b>	<b>Principal</b>	<b>Interest</b>	<b>Interest To</b>	<b>Balance</b>

**TOTAL OTHER CHARGES:**

**PEXA BPAY BILLER CODE HAS CHANGED, PLEASE SEE NEXT PAGE FOR DETAILS**  
**TOTAL OUTSTANDING AT ISSUE DATE : \$528.00**

All overdue rates and charges must be paid at settlement..

**Property No : 758172**  
**Certificate No : eLIC086020**  
**LAND INFORMATION CERTIFICATE**  
**Year Ending: 30 June 2026**  
**All Enquiries and Updates to Rates on 9205 2688**

Property Situated:	31 IRINA RD GREENVALE VIC 3059
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This Certificate provides information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council. This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

**NOTICES, ORDERS, OUTSTANDING OR POTENTIAL LIABILITY / SUBDIVISIONAL REQUIREMENTS.**

Pursuant to section 24(5) of the Building Act 1993, a Community Infrastructure Levy is payable to Council prior to the issue of a building permit for each dwelling within this estate.

- There is no potential liability for Rates under the Cultural and Recreational Lands Act 1963.
- There is no potential liability for rates under section 173 or 174A of the Local Government Act 1989, nor is any amount due under section 227 of the Local Government Act 1989.
- There is no outstanding amount required to be paid for Recreational Purposes or any transfer of land required to be made to Council for Recreational Purposes under section 18 of the Subdivision Act 1988 or the Local Government Act 1958.
- There are no notices or orders on the land that have been served by Council under the Local Government Act 1989, the Local Government Act 1958, or under a Local Law of the Council which have a continuing application as at the date of this certificate. It is recommended that new industrial and commercial property owners in particular, check the property complies with the conditions of any Planning Permits issued and the Hume Planning Scheme, to avoid enforcement proceedings. Contact Council's Planning & Development Team on telephone (03) 9205 2200 for information on planning controls relating to the property.

*New Swimming Pool & Spa registration laws commenced 1 December 2019. Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020. [www.hume.vic.gov.au](http://www.hume.vic.gov.au) for more information and registrations.*

**I HEREBY CERTIFY THAT AS AT THE DATE OF ISSUE, THE INFORMATION GIVEN IN THIS CERTIFICATE IS A TRUE AND CORRECT DISCLOSURE OF THE MATTERS SET OUT ABOVE. RECEIVED \$30.60 BEING THE FEE REQUIRED FOR THIS CERTIFICATE.**

Verbal update of information contained in this Certificate will only be given for 90 days after date of issue. Council cannot be held responsible for any information given verbally.



Delegated Officer  
27/02/2026

**Please Note: Council ownership records will only be updated on receipt of a Notice of Acquisition. Prompt attention will facilitate the new owners' dealings with council. All notices of acquisition can be sent directly to [rates@hume.vic.gov.au](mailto:rates@hume.vic.gov.au)**

**PEXA BPAY BILLER CODE HAS CHANGED**



**Biller Code:** 357947  
**Ref:** 7581721

**If settling outstanding amounts via BPay please send advice to [rates@hume.vic.gov.au](mailto:rates@hume.vic.gov.au)**



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)

27th February 2026

Ultra Conveyancing Services C/- InfoTrack (LEAP) C  
LANDATA

Dear Ultra Conveyancing Services C/- InfoTrack (LEAP) C,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	31 IRINA ROAD GREENVALE 3059
<b>Applicant</b>	Ultra Conveyancing Services C/- InfoTrack (LEAP) C LANDATA
<b>Information Statement</b>	31015207
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	354110

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



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[yvw.com.au](http://yvw.com.au)

## **Yarra Valley Water Property Information Statement**

Property Address	31 IRINA ROAD GREENVALE 3059
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STATEMENT UNDER SECTION 158 WATER ACT 1989

### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

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

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

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

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



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ABN 93 066 902 501

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

## **Melbourne Water Property Information Statement**

Property Address	31 IRINA ROAD GREENVALE 3059
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STATEMENT UNDER SECTION 158 WATER ACT 1989

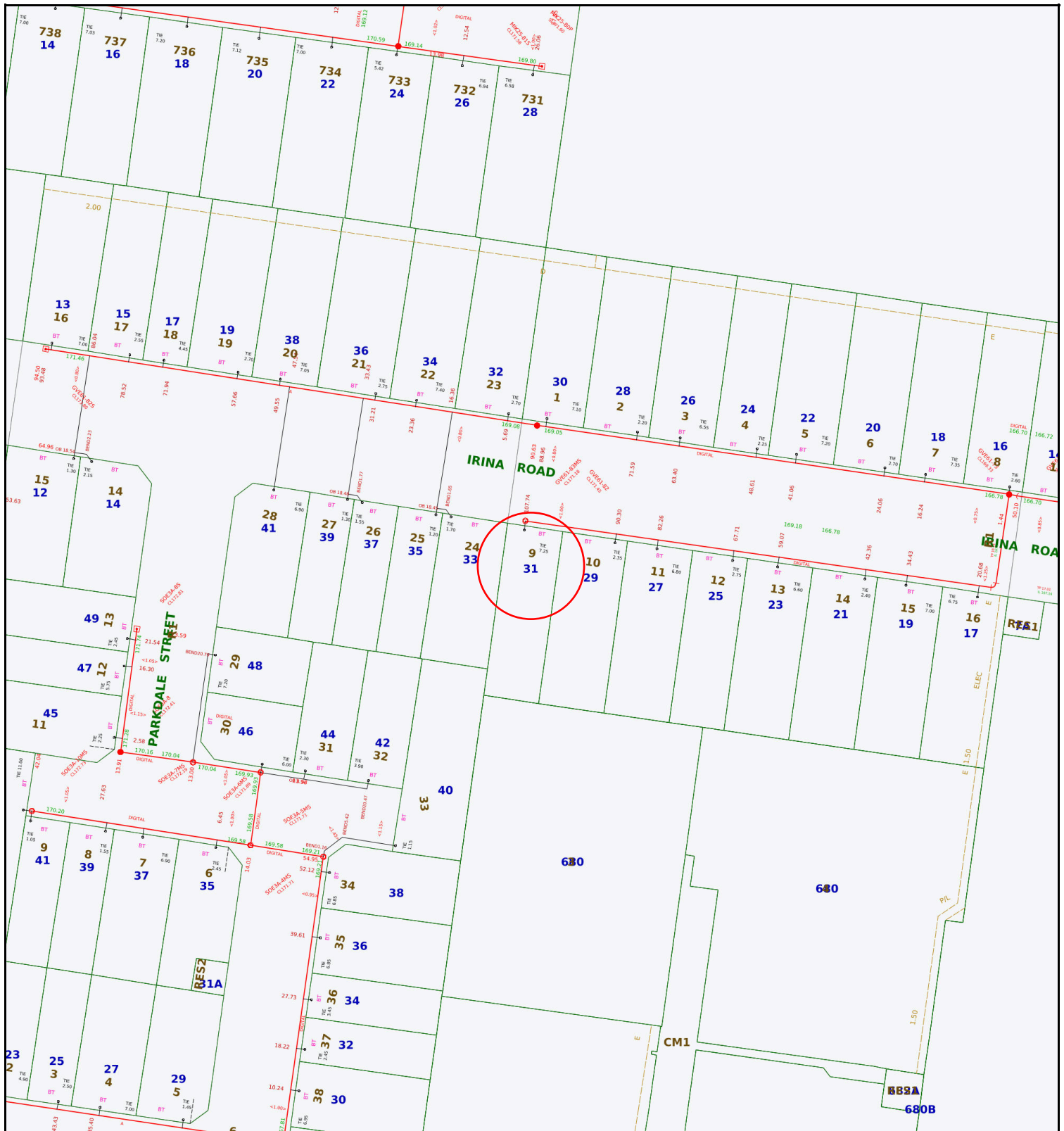
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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



**Yarra Valley Water  
Information Statement  
Number: 31015207**

<b>Address</b>	31 IRINA ROAD GREENVALE 3059
<b>Date</b>	27/02/2026
<b>Scale</b>	1:1000

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

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

**Disclaimer:** This information is supplied on the basis Yarra Valley Water Ltd:  
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;  
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;  
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

3rd September 2025

**Application ID: 691660**

### **CONDITIONS OF CONNECTION**

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

#### **Approval Detail**

##### **Water**

##### **Required Services**

<b>Product</b>	<b>Qty</b>
20mm Potable Pressure Limiting Valve (PLV)	1
20mm Recycled Pressure Limiting Valve (PLV)	1
New Estate Connect-Combo DW & RW (incl meters w/lock)	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>	1521762

##### **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 2018 (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.

Driveways and paving are permitted over Yarra Valley Water sewer assets, provided they maintain a minimum vertical cover of 900 millimetres and a maximum thickness of 125 millimetres. In the event that access to sewer assets is required, Yarra Valley Water will perform reinstatement using plain concrete only.

Any proposed stormwater pipe must have a minimum 300 millimetre horizontal clearance and a minimum 150 millimetre vertical clearance from any sewer main or branch servicing the property, servicing an adjoining property or multiple property branches. The stormwater pipes must have

minimum 1 metre horizontal clearance from the centreline of the sewer main for any maintenance structure. Drainage pits require a minimum 1.5 metres clearance from the centreline of the sewer main for any maintenance structure. Sewers must always cross pipelines as close to 90° as practicable, but not less than 45°.

## **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 Water's meter installation 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 meter installation 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 tappings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Water's meter installation contractor on 1300 190 538. 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 Yarra Valley Water's meter installation contractor.

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 meter installation contractor can be contacted on 1300 190 538. 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. 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 meter installation contractor can be contacted on 1300 190 538. 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 meter installation 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**

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

Ultra Conveyancing Services C/- InfoTrack (LEAP) C  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 0564532302  
**Rate Certificate No:** 31015207

**Date of Issue:** 27/02/2026  
**Your Ref:** 354110

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
31 IRINA RD, GREENVALE VIC 3059	9\PS847993	5310945	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2026 to 31-03-2026	\$20.80	\$20.80
Residential Water Usage Charge Estimated Average Daily Usage \$0.00	21-10-2025 to 04-12-2025	\$0.00	\$0.00
Residential Recycled Water Usage Charge	21-10-2025 to 04-12-2025	\$0.00	\$0.00
Parks Fee	01-01-2026 to 31-03-2026	\$22.14	\$22.14
Drainage Fee	01-01-2026 to 31-03-2026	\$30.82	\$30.82
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$73.76

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.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

#### **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).



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[yvw.com.au](http://yvw.com.au)

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

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

---

**Property No:** 5310945

**Address:** 31 IRINA RD, GREENVALE VIC 3059

**Water Information Statement Number:** 31015207

## HOW TO PAY



**Bill Code:** 314567  
**Ref:** 05645323029

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

## 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](#) (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.

(04/10/2016)