



Contract of sale of land

Property: 25 WATERSIDE BOULEVARD, WOLLERT VIC 3750

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Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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WARNING TO ESTATE AGENTS

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

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:

..... on/ /2025

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

.....

State nature of authority, if applicable:

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

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

SIGNED BY THE VENDOR:

..... on/ /2025

Print name(s) of person(s) signing: 18 FINDONVIEW PTY LTD (A.C.N 650 084 236)

.....

State nature of authority, if applicable: .Director: Yong Wang.....

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

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Particulars of sale

Vendor's estate agent

Name: Harcourts Rata & Co
Address: 1/337 Settlement Road, Thomastown, VIC 3074

Email: sold@rataandco.com.au

Tel: _____ Mob: _____ Fax: _____ Ref: _____

Vendor

Name: 18 FINDONVIEW PTY LTD
Address: _____

ABN/ACN: 650 084 236.....

Email: _____

Vendor's legal practitioner or conveyancer

Name: Juris Nexus Lawyers
Address: Suite 1, 17 Carrington Road, Box Hill VIC 3128
Email: doris@jurisnexus.com.au

Tel: _____ Mob: 0466639052 Fax: _____ Ref: 2504WY014

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: 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
12548 Folio 663	Lot 18	PS828312P
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 **25 Waterside Boulevard, Wollert 3750 Victoria**

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

Price \$ _____

Deposit \$ _____ by _____ (of which \$ _____ has been paid)

Balance \$ _____ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

- the above date; and
- the 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 residential tenancy for a fixed term ending on _____
- 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.



GC 23 – special condition

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



GC 28 – special condition

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

1. INOPERATIVE GENERAL CONDITIONS

- (a) The following General Conditions do not apply to this Contract: 9, 12, 31.4, 31.5 and 31.6.

2. IDENTITY OF LAND

- (a) The Purchaser acknowledges that the Property offered for sale and inspected by the Purchaser is identical with the Property described in the Title particulars contained in the Particulars of Sale.
- (b) The Purchaser must not make any objection or claim for compensation, or refuse or delay payment of the balance of the purchase price because of:
- (i) any misdescription of the land;
 - (ii) any deficiency in its area or measurements of the land;
 - (iii) any encroachment upon the land;
 - (iv) any improvements not being erected within the boundaries of the land; or
 - (v) any failure to comply with a law relating to the Property or a requirement of any government agency.

3. PLANNING RESTRICTIONS

- (a) The Purchaser purchases the Property subject to any restriction on the use or development of the Property imposed pursuant to any planning schemes or interim development orders, all planning permits, all other relevant planning controls or by any authority empowered by legislation to control the use of the Property. No restriction constitutes a defect in the Vendor's title or affects the validity of this Contract. The Purchaser must not make any objection or delay settlement and is not entitled to any compensation from the Vendor in relation to compliance or non-compliance with any restriction.
- (b) The Purchaser is responsible for remedying, at its own cost, any failure of the Property to comply on and from the Day of Sale with any laws or restriction affecting the Property.

4. PURCHASER'S REPRESENTATIONS AND WARRANTIES

- (a) The Purchaser represents and warrants that in entering this Contract, the Purchaser has:
- (i) relied entirely on enquiries relating to and inspection of the Property made by or on behalf of the Purchaser; and
 - (ii) not relied on any representations or warranties about the subject matter of this Contract, including any information, representation or warranty concerning:
 - 1) title to the Property or goods;
 - 2) the terms of any documents relating to any encumbrances affecting the Property;
 - 3) the boundaries or area of the Property;
 - 4) the suitability of the Property for any purpose or use;
 - 5) the services and utilities to the Property;
 - 6) whether improvements on the land comply with any relevant statutes, regulations, and local laws;
 - 7) any financial return or income to be derived from the Property; and
 - 8) the applicability of any environmental liability to the Property.
- (b) The Purchaser agrees that this Contract constitutes the entire agreement between the parties for the sale and purchase of the Property and supersedes all previous negotiations. Any promise, condition, representation, information or warranty relating to or leading up to this transaction which has been provided or made by, or on behalf of, the Vendor which is not set out or expressly referred to in this Contract is negated and withdrawn.

5. CONDITION OF PROPERTY

- (a) The Purchaser acknowledges that it has received, reviewed and acted upon the Due Diligence Checklist prepared by Consumer Affairs Victoria.

- (b) The Purchaser acknowledges that it has purchased the Property as a result of the Purchaser's own inspections and enquiries concerning the Property and is satisfied with the condition, quality and state of repair of the Property and accepts the Property as it is and subject to any defects, need for repair, infestation, contaminant or asbestos.
- (c) The Vendor sells the Property with all fencing as it presently exists irrespective of whether fencing is on its correct boundary or whether there may be encroachments by or upon the Property. The Vendor will not be liable for any claim or compensation in respect of the need to erect new fencing on correct boundaries or to dismantle existing fencing.
- (d) The Purchaser acknowledges that if there is a swimming pool or spa on the Property which is or may be required to be fenced by the building regulations, the Purchaser must comply, at the Purchaser's cost and expense, with the building regulations. The Purchaser indemnifies and keeps indemnified the Vendor on or after the Day of Sale in respect of all orders or requirements under the building regulations.
- (e) The Purchaser acknowledges that, if the Vendor has not complied with the building regulations regarding the installation of self-contained smoke alarms, the Purchaser must do so at the Purchaser's costs and expense.
- (f) The Purchaser purchases the Property in its current situation, regardless of whether there are building permits which have not received a final inspection, or whether there are building works in the past eight years that the Vendor is not in possession of builders' warranty insurance.
- (g) The land as sold hereby and inspected by the Purchaser is sold on the basis of its existing condition in all regards and as being as inspected by the Purchaser and the Purchaser shall not make any requisition nor claim any compensation for any deficiency or defect in the land and the Purchaser shall not raise any requisition in relation to or make any claim against the Vendor in regard to the issue or non-issue of and permits from relevant authorities.
- (h) The Purchaser is responsible for any costs relating to the connection of services available to but not connected to the property as at the date of the contract together with any costs associated with opening or varying any accounts with any service provider.
- (i) The Purchaser acknowledges and accepts that the property is sold on "as-it" status and the vendor will not be responsible for any repair, renovation or maintenance of property.

6. NOMINATION

- (a) This Special Condition modifies General Condition 4.
- (b) If a Purchaser nominates a substitute or additional purchaser under General Condition 4, they may do so no later than 10 business days before the Settlement Date, provided that: signed nomination documents are provided to the Vendor's Legal Practitioner; and
- (c) If the Purchaser nominates a substitute or additional purchaser, the Purchaser and any Guarantor(s) remains personally liable for the performance of all of the Purchasers' obligations under this Contract; and indemnify the Vendor against all claims, demands, interest or penalties arising from the nomination.
- (d) If the Purchaser nominates a substitute or additional purchaser, and that purchaser is a company which is not listed on a recognized Australian Stock Exchange, then the Vendor may require that at least two directors of the nominated company (or if the nominated company be sole director company, then the sole director) must execute the Guarantee at the time of the nomination.
- (e) a cheque payable by the nominee to the vendor's legal representative or conveyancer for \$410 plus GST for each nomination, their costs for advising the Vendor on compliance with this General Condition 4.

7. BREACH

- (a) This Special Condition modifies General Condition 32 to insert sub-section 32 (c):
 "32 (c) notwithstanding anything else contained in this Contract, the Purchaser shall pay the Vendor's Legal Practitioner (and Mortgagee where applicable) the proper costs occasioned by the failure to settle at the appointed time where such failure is caused by the Purchaser or his/her Legal Practitioner or Conveyancer (and Mortgagee where applicable) and where a settlement has to be rescheduled and takes place at a different date/time than that scheduled/appointed. These said costs occasioned by the failure to settle on the scheduled date/time shall be payable even if the Purchaser shall not be deemed to be in default under the Contract."
- (b) This Special Condition modifies General Condition 32 to insert sub-section 32 (d):
 "32 (d) The Purchaser is responsible for all loss incurred or suffered by the Vendor by reason of the Purchaser breaching any warranty in this contract or failing to comply with this contract, where such loss is reasonably foreseeable at the Day of Sale, including but not limited to:
 - (i) expenses payable by the Vendor under any existing loans secured over the property;
 - (ii) the Vendor's legal costs and expenses as between solicitor and client incurred due to the breach, including the costs of issuing any default notice;
 - (iii) any commission or other expense claiming by the Vendor's agent or other representative relating to the sale of the property; and
 - (iv) penalties and any other expenses payable by the Vendor due to any delay in completion of the purchase of another property.
- (c) This Special Condition modifies General Condition 32 to insert sub-section 32 (e):

"32 (e) If the Purchaser defaults in payment of any money owed under this Contract, the Purchaser shall pay to Vendor interest at the rate of 6% higher than the rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983*, calculated on the amount owed during the period of default and accruing daily.

8. DEFAULT INTEREST

(a) This Special Condition modifies General Condition 33 and the General Condition 33 is replaced with the following

- 33.1 If the purchaser defaults in payment of any money owing under this contract, the purchaser must pay the vendor interest at a rate of 6% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983*.
- 33.2 The default interest must be calculated on the amount owed (overdue) for the period of the default and accrued on daily basis, up to and including the date of the payment.
- 33.3 The purchaser must pay any default interest due and calculated under clause 33.1 and 33.2 of this special condition upon settlement date or as vendor demands.
- 33.4 This special condition does not affect or limit any other rights, powers and remedies of the vendor under this contract or at law or in equity.

9. DELAYED SETTLEMENT

Without limiting any other rights of the Vendor, if the Purchaser fails to settle on the due date for Settlement as set out in the particulars of this Contract (**Due Date**) or requests an extension to the Due Date, the Purchaser must pay to the Vendor's solicitors an amount of \$410 plus GST representing the Vendor's additional legal costs and disbursements for each delayed settlement or each request for extension, payable on demand or at settlement.

10. WAIVER

The Purchaser's liability and obligation to pay any money and otherwise perform the terms and conditions of this Contract will not be, or be deemed to be, waived or varied by any time indulgence or forbearance allowed or granted by the Vendor to the Purchaser or by any acceptance by the Vendor of money tendered by the Purchaser not in accordance with this Contract. Time is and remains the essence of this Contract notwithstanding any act of omission on the part of the Vendor.

11. NO MERGER

Obligations under this Contract which have not been satisfied at the Settlement date or are capable of continued operation after Settlement remain in full force and effect irrespective of Settlement and do not merge on the transfer of the Property.

12. SEVERABILITY

If it is held by any court or tribunal of a competent jurisdiction that:

- (a) any part of this Contract is void, voidable, illegal or otherwise unenforceable; or
 (b) this Contract would be void, voidable, illegal or otherwise unenforceable unless any part of this Contract is severed; then that part will be severed from this Contract and will not affect the continued operation of the remainder of this Contract.

13. NO WARRANTY AS TO DUTY

- (a) The Purchaser acknowledges that:
- (i) It has relied exclusively on its own independent advice on all duty matters and must make any claim against the Vendor with respect to the payment of duty;
- (ii) If there is more than one Purchaser named in the Particulars, it is the Purchaser's responsibility to ensure this Contract correctly records at the Day of Sale the proportions in which they are buying the Property; and
- (iii) If the proportions recorded in the Transfer differ from those recorded in this Contract, it is the Purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.
- (b) The Purchaser acknowledges that the Vendor does not make any warranty as to the amount of duty or any registration fees assessed and payable in respect of the transfer of the Property and the Purchaser is liable for all duty and registration fees assessed in relation to that transfer whether assessed at the present value of the Property and incomplete improvements or otherwise, irrespective of any estimates provided by the Vendor at the Day of Sale.
- (c) The Purchaser must keep the Vendor indemnified at all times against all liabilities, claims proceedings and penalties whatsoever under the *Duties Act 2000* relating to this Contract, any substitute contract of sale and the instruments of transfer or conveyance of the Property or any one or more of them.
- (d) This Special Condition will not merge on settlement.

14. FOREIGN ACQUISITIONS

- (a) The Purchaser hereby warrants that s/he does not require any consent or approval under the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* to enter into this Contract or, if the Purchaser does require any such consent or approval of the

Treasurer of the Commonwealth of Australia ("Treasurer") under the Foreign Acquisitions and Takeover Act 1975 to purchase the property, then the purchaser hereby warrants that such consent or approval has been obtained prior to the Purchaser entering into this Contract and the Purchaser further warrants and undertakes that s/he has complied and will comply with all terms and conditions upon which such consent or approval was granted.

- (b) The purchaser acknowledges that in entering into this contract the vendor is relying on the purchaser's warranty in this special condition. The Purchaser further acknowledges that if the warranty is untrue then the Purchaser hereby indemnifies the Vendor and keep the vendor indemnified against any loss, damage, cost or expense which the Vendor suffers as a result of the Vendor having relied on this warranty when entering into this Contract including any consequential loss.
- (c) If this contract does not proceed to settlement because of the purchaser's breach of the warranty under Special Condition 15 of this contract then the deposit paid by the purchaser shall be forfeited to the vendor as the vendor's absolute property in addition to the vendor's right of indemnity pursuant to the warranty.

15. INSOLVENCY AND INCAPACITY

If before settlement:

- (a) The Purchaser, being a natural person;
 - (i) dies;
 - (ii) becomes bankrupt or enters into a scheme of arrangement, composition or assignment with or in favour of its creditors;
 - (iii) is sentenced to imprisonment for a term exceeding one month; or
 - (iv) is a protected person under any legislation or an involuntary patient or security patient under the Mental Health Act 1986; or
- (b) The Purchaser, being a company:
 - (i) is subject to an application for winding up;
 - (ii) enters into a scheme of arrangement for the benefit of the creditors;
 - (iii) resolves to go into liquidation; or
 - (iv) is put into the control of a receiver or administrator;

then the Vendor may terminate this Contract by Notice to the Purchaser and the Vendor may retain the Deposit and any Deposit Interest.

16. TO PROCURE EXECUTION OF GUARANTEE

- (a) In the event that the Purchaser herein is or includes a Corporation (as those words are defined in the *Corporations Act 2001 (Cth)*), the person who executes this Contract for and on behalf of the Purchaser warrants that they have authority to enter into this Contract on behalf the company or incorporated association and shall also execute the following guarantee and indemnity, as Form of Guarantee for Directors **Annexed**.

Form of Guarantee for Directors

To: The Vendor

1. Guarantor's acknowledgement

The Guarantor acknowledges that:

- (a) the Guarantor gives this Guarantee in consideration of the Vendor entering into the Contract with the Purchaser at the Guarantor's request;
- (b) if the Guarantor executes this Guarantee after the Vendor, the Guarantor gives this Guarantee for valuable consideration provided by the Vendor; and
- (c) before the Guarantor executed this Guarantee, the Guarantor read and understood the Contract and this Guarantee.

2. Meaning of the words

The meanings of the terms used in this document are set out below:

"Contract" means the attached contract of sale between the Vendor and the Purchaser, and any other agreement between the Vendor and the Purchaser concerning the property sold under the Contract;

"Guarantee" means this deed of guarantee and indemnity;

"Guaranteed Money" means the whole of the price, interest and other money payable under the Contract;

"Guarantor" means the Guarantor named in the Schedule;

"Guarantor's Obligations" means the obligations of the Guarantor under this Guarantee;

"Purchaser" means the person named as the purchaser in the Contract;

"Purchaser's Obligations" means the obligations of the Purchaser to:

- (a) pay the Guaranteed Money; and
- (b) comply with all the Purchaser's other obligations to the Vendor under the Contract;

"Vendor" means the person named as the vendor in the Contract.

3. Guarantee

- (a) The Guarantor guarantees to the Vendor:
 - (i) payment of the Guaranteed Money when it is due;
 - (ii) compliance with all the Purchaser's Obligations;
 - (iii) that the Guarantor will discharge any liability which the Purchaser has to the Vendor if the Vendor ends the Contract because of the Purchaser's default; and
 - (iv) if the Purchaser fails to pay any of the Guaranteed Money on time, the Guarantor will pay that money to the Vendor on demand.
- (b) If the Purchaser fails to comply with any of the Guaranteed Obligations, the Guarantor:
 - (i) indemnifies the Vendor against any loss, damage, costs or expenses the Vendor incurs as a result; and
 - (ii) will pay an amount equal to the loss, damage, costs or expenses to the Vendor on demand.

4. Indemnity

- (a) The Guarantor indemnifies the Vendor against any loss, damage, costs or expenses the Vendor incurs because:
 - (i) the Purchaser's Obligations are wholly or partly unenforceable against the Purchaser for any reason including, but not limited to, the Purchaser lacking capacity or power to enter into the Contract, dying or becoming insolvent, or being affected by any other legal limitation, disability or incapacity;
 - (ii) the Purchaser claims a refund of any of the Guaranteed Money because of anything under clause 4(a)(i);
 - (iii) a payment to the Vendor under the Contract is held to be a preference, is set aside by a court, or is not effective because of the operation of a law;
 - (iv) the Purchaser's liability to pay any of the Guaranteed Money when due or to comply with any of the Purchaser's Obligations is released or deferred under a scheme of arrangement between the Purchaser and the Purchaser's creditors or in any other way; or
 - (v) anything else occurs that would prevent the Vendor from recovering the Guaranteed Money under the guarantee in clause 3.

- (b) The Guarantor will pay to the Vendor on demand an amount equal to any loss, damage, costs or expenses for which the Guarantor indemnifies the Vendor under this clause 4.
- (c) The Guarantor's Obligations under the indemnity in this clause 4 are separate and independent from the Guarantor's Obligations under the guarantee in clause 3.

5. Guarantee is continuing and irrevocable

This Guarantee is a continuing security and is irrevocable until discharged according to its terms.

6. Principal obligations

- (a) The Guarantor's Obligations are principal obligations.
- (b) The Vendor need not, before enforcing the Guarantor's Obligations:
 - (i) make a demand on the Purchaser;
 - (ii) exercise any rights the Vendor has against the Purchaser; or
 - (iii) enforce any security the Vendor holds for performance of the Purchaser's Obligations.

7. Guarantor's obligations are unconditional

The Guarantor's Obligations are unconditional and will not be prejudiced or affected in any way if:

- (a) the Vendor, whether with or without the Guarantor's consent or knowledge:
 - (i) gives the Purchaser extra time to pay any of the Guaranteed Money or to perform any of the Purchaser's Obligations;
 - (ii) grants the Purchaser any other indulgence;
 - (iii) makes a revision agreement, composition, compromise or arrangement with the Purchaser or any other person; or
 - (iv) waives an obligation of the Purchaser or another Guarantor;
- (b) the Purchaser or another Guarantor dies or becomes insolvent;
- (c) there is a variation of the Contract or any contract substituted for it;
- (d) the Purchaser nominates a substitute or additional purchaser under the Contract;
- (e) the Vendor receives a payment which the Vendor does not have a legal right to retain;
- (f) now or in the future the Vendor holds any negotiable or other security from any person for payment of the Guaranteed Money or performance of the Purchaser's Obligations; or
- (g) the Vendor releases, exchanges, renews, modifies, varies or deals in any other way with any judgment, negotiable or other specialty instrument, or any other security the Vendor recovers, holds or may enforce for payment of the Guaranteed Money or performance of the Purchaser's Obligations, or makes an agreement at any time concerning any of these matters.

8. Guarantor waives rights as surety

The Guarantor waives all rights the Guarantor may have under the law (including surety law) that may:

- (a) give the Guarantor the right to be fully or partly released or discharged from the Guarantor's Obligations; or
- (b) restrict or prevent the Vendor from enforcing the Vendor's rights under this Guarantee.

9. Vendor's rights against Purchaser are not affected

The Vendor's acceptance of this Guarantee does not prevent the Vendor from exercising the Vendor's rights in respect of any continuing, recurring or future default by the Purchaser.

10. If Purchaser enters a composition or arrangement

- (a) The Guarantor must not prove in competition with the Vendor for any money the Purchaser owes the Guarantor if:
 - (i) the Purchaser enters into a composition or arrangement with the Purchaser's creditors;
 - (ii) the Purchaser is an individual and is bankrupt; or
 - (iii) the Purchaser is a body corporate and an order is made or resolution passed for its winding up, an administrator is appointed to it under the *Corporations Act 2001*, or it is placed under any form of external management under that Act.

- (b) The Guarantor authorises the Vendor to:
 - (i) prove for all money the Purchaser owes the Guarantor; and
 - (ii) retain and carry to a suspense account and, at the Vendor's discretion, to appropriate, amounts received in this way until the Vendor has received 100 cents in the dollar for the money the Purchaser owes the Vendor.

11. Guarantor to pay Vendor's costs and stamp duty

The Guarantor will pay on demand:

- (a) the Vendor's costs (including legal costs on a solicitor and own client basis) of and incidental to preparing, executing, stamping and enforcing this Guarantee; and
- (b) any stamp duty payable on this Guarantee.

12. Notices

A notice or demand by the Vendor under this Guarantee may be given or made in the same way as a notice or demand under the Contract.

13. Persons who sign this Guarantee are bound

Each person who signs this Guarantee as Guarantor is bound by it, even if another person named as a Guarantor:

- (a) does not sign it;
- (b) is not or ceases to be bound by it; or
- (c) has no power to sign it.

14. Assignment

- (a) The Vendor may assign all or some of the Vendor's rights under the Contract or this Guarantee, or both, without the Guarantor's consent.
- (b) If the Vendor assigns any of its rights, the Guarantor will execute any document which, in the Vendor's opinion (reasonably held) is necessary to complete the assignment.

15. Interpreting this Guarantee

In this Guarantee:

- (a) unless the context requires a different interpretation:
 - (i) the singular includes the plural and the plural includes the singular;
 - (ii) a promise or agreement by two or more persons binds each of them individually and all of them together;
 - (iii) reference to a person includes a body corporate;
 - (iv) reference to a party to this Guarantee or the Contract includes that party's executors, administrators, successors and permitted assigns; and
- (b) headings are only for convenience and do not affect interpretation.

Schedule

Vendor: As Detailed Above

Purchaser: As Detailed Above

Guarantor/s: Director/s of Purchaser Company

IN WITNESS whereof the said Guarantor/s have set their hands and seals

this _____ day of _____

2025

Signed Sealed and Delivered

by _____

in the presence of:

.....
Signature of Witness

.....
Name of witness (print)

Signed Sealed and Delivered

by _____

in the presence of:

.....
Signature of Witness

.....
Name of witness (print)

INFORMATION ONLY

CONTRACT OF SALE OF LAND

18 FINDONVIEW PTY LTD (A.C.N 650 084 236)

(VENDOR)

TO

(PURCHASER)

25 Waterside Boulevard, Wollert VIC 3750

INFORMATION ONLY

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

Money

14. DEPOSIT

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

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

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

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

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

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

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

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

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

19. GST

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

20. LOAN

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

21. BUILDING REPORT

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

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

25. GST WITHHOLDING

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

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land	25 Waterside Boulevard, Wollert 3750 Victoria
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Vendor's name	18 Findonview Pty Ltd 650 084 236	Date / /
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Vendor's signature	Yong Wang	Director/Secretary
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Purchaser's name		Date / /
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Purchaser's signature	
------------------------------	--

Purchaser's name		Date / /
-------------------------	--	--------------------

Purchaser's signature	
------------------------------	--

1 FINANCIAL MATTERS

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

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

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

	To	
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Other particulars (including dates and times of payments): None to the vendor's knowledge
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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. 100 Vacant Residential Dwelling Site/ Surveyed Lot
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title 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. None to the vendor's knowledge.

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. None to the vendor's knowledge

5 BUILDING PERMITS

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

Are contained in the attached certificate.

Property Information (Building Certificates) (Regulation 51) Reg 51(1) & 51(2) & 51 (3) will be provided once the government authority issued in around 10 days.

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 checked="" type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
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9 TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

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

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 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

- 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)

Due Diligence Search Statement (Title Search)
--

Instrument AX924000C 173 Agreement
Instrument AX896886E 173 Agreement
Copy of Plan
Planning Certificate
Property Certificate
Planning Property Report
Property Report
Land Information Certificate
Council Rates Notice
Water Information Statement
Yarra Valley Water Sewerage Depth Offset Asset Map
Property Clearance Certificate (Land Tax)
VicRoads Certificate
Extract of Priority Sites Registers Certificate
Growth Areas Infrastructure Contribution (GAIC) Certificate
Developer Confirmation
Domestic Building Insurance
Building Permit
Property Information (Building Certificates) (Regulation 51) Reg 51(1) & 51(2) & 51 (3)
Occupancy Permit

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)

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

Page 1 of 1

VOLUME 12548 FOLIO 663

Security no : 124123466614M
Produced 06/04/2025 04:56 PM

LAND DESCRIPTION

Lot 18 on Plan of Subdivision 828312P.
PARENT TITLE Volume 09352 Folio 804
Created by instrument PS828312P 23/05/2024

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
18 FINDONVIEW PTY LTD of 4 AVON PLACE EPPING VIC 3076
AY075039U 06/06/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY075040L 06/06/2024
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT PS828312P 23/05/2024

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
AX896886E 11/04/2024

AGREEMENT Section 173 Planning and Environment Act 1987
AX924000C 19/04/2024

DIAGRAM LOCATION

SEE PS828312P 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: 25 WATERSIDE BOULEVARD WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 06/06/2024

DOCUMENT END



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

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Status	Registered	Dealing Number	AX924000C
Date and Time Lodged	19/04/2024 04:14:11 PM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	TGM: 8902721

APPLICATION TO RECORD AN INSTRUMENT

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

Privacy Collection Statement

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Estate and/or Interest

FEE SIMPLE

Land Title Reference

4382/319
9352/804
9405/500
10662/498
12383/250
12517/419
12532/480
12532/630

Instrument and/or legislation

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

Applicant(s)

Name	WHITTLESEA CITY COUNCIL
Address	



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Street Number	25
Street Name	FERRES
Street Type	BOULEVARD
Locality	SOUTH MORANG
State	VIC
Postcode	3752

Additional Details

Refer Image Instrument

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

Execution

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

Executed on behalf of	WHITTLESEA CITY COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	19 APRIL 2024

File Notes:

NIL

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

Statement End.

Imaged Document Cover Sheet

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Document Type	Instrument
Document Identification	AX924000C
Number of Pages (excluding this cover sheet)	32
Document Assembled	06/04/2025 16:56

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Maddocks

Date 04/04/2024

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: the land detailed in Schedule 7

Purpose of Agreement: Reimbursement for Phase 1 External Works

City of Whittlesea

and

The Owners listed in Schedule 7



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INFORMATION ONLY

Agreement under section 173 of the Planning and Environment Act 1987

Dated 04/04/2024

Parties

Name	City of Whittlesea
Address	Municipal Offices 25 Ferres Boulevard, South Morang
Short name	Council
<hr/>	
Name	The Owners as listed in Schedule 7
Address	as set out in Schedule 7
Short name	collectively the Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the Collecting Agency and the Development Agency under the Development Contributions Plan.
- C. Council enters into this Agreement in its capacity as the responsible authority and in its capacity as both the Collecting Agency and the Development Agency.
- D. The Owner is a consortium of landowners in the Wollert PSP area which are individually registered proprietors or entitled to be registered as proprietors of the various titles that comprise the Subject Land.
- E. The Development Contributions Plan applies to the Subject Land. It specifies the contributions required to fund infrastructure necessary as a result of development of the area for urban purposes.
- F. Condition 3 of Planning Permit No. 717154, Condition 3 of Planning Permit No. 717880 and Condition 4 of Planning Permit No. 717910 require the completion of External Works including the Phase 1 External Works, or as otherwise agreed in writing, to ensure that essential transport infrastructure is provided to service the Subject Land.
- G. Condition 11 of Planning Permit No. 717154, Condition 9 of Planning Permit No. 717880 and Condition 8 of Planning Permit No. 717910 require the Owner to enter into an agreement under section 173 of the Act to provide for the implementation of the External Works including the Phase 1 External Works.

- H. The various entities comprising the Owner have agreed between themselves on various rights and obligations between them as concerns the implementation of the Phase 1 External Works. Other components of the External Works and the Internal Works will be dealt with by other agreements and arrangements.
- I. The Owner has asked Council for permission to carry out certain Infrastructure Projects which are essential components of the Phase 1 External Works so as to comply with the Planning Permits.
- J. Council has agreed that the Owner will carry out the Infrastructure Projects in return for a cash reimbursement upon the completion of various stages of the works.
- K. The Reimbursement Amount will be paid to one of the entities comprising the Owner and the various entities comprising the Owner will then as between themselves distribute the Reimbursement Amount.
- L. As at the date of this Agreement, part of the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.
- M. As at the date of this Agreement, part of the Subject Land is subject to a caveat. The caveator consents to the recording of this Agreement on the relevant certificate of title to the Subject Land.

The Parties agree:

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreed Infrastructure Project Value in relation to an Infrastructure Project means the amount specified for the Infrastructure Project in Schedule 3, subject to Indexation to the date of completion of the Infrastructure Project (or part of it).

Approved Plans means the Designs of an Infrastructure Project approved by Council under clause 6 of this Agreement.

Building Permit means a building permit issued under the *Building Act 1993* or any regulations or code made under the *Building Act 1993*.

Business Days means a day which is not a public holiday, a Saturday or Sunday in the State of Victoria.

Bodycoats Road Precinct means an area comprising the properties set out in 0 to this Agreement.

Certificate of Practical Completion means a written certificate issued by Council in its capacity as the Development Agency or a person authorised by Council for the purpose of issuing the said certificate stating that an Infrastructure Project has been completed to the satisfaction of Council in its capacity as Development Agency.

Consent Fee means the fee specified on Council's internet web site which is payable by a person to Council for deciding whether to give consent for anything an agreement or a permit provides must not be done without Council's consent.

Construction Program means a program in relation to the construction of each Infrastructure Project and without limiting the generality of its content, the Construction Program may include key milestones at which time Council in its capacity as Development Agency must be able to inspect the construction and progression of the Infrastructure Project.

Credit means the an amount that is agreed to be made available to offset the payment of a Development Infrastructure Levy.

Current Address means:

- for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- for Council, info@whittlesea.vic.gov.au, or any other email address listed on Council's website; and
- for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Defect means any defect, fault, shrinkage or omission in the Infrastructure Project or any other aspect of the Infrastructure Project which is not in accordance with this Agreement or the Approved Plans.

Designs means the detailed design and engineering plans and specifications of an Infrastructure Project prepared in accordance with this Agreement clauses 6.

Developable Land means the area of land identified as developable land in the land use budget of the Development Contributions Plan.

Developed Lot means a lot in respect of which there is no Development Infrastructure Levy payable or the Development Infrastructure Levy liability has been satisfied (either by payment of the relevant Development Infrastructure Levy or accrual of a Credit for the relevant Development Infrastructure Levy) but for the avoidance of doubt excludes any lot created with the sole purpose of vesting that land in Council.

Development Infrastructure Levy means the development infrastructure levy that is required to be paid upon development of any land calculated and adjusted in accordance with the Development Contributions Plan.

Development Contributions Plan or DCP means the Development Contributions Plan referred to in Schedule 1 being an incorporated document in the Planning Scheme.

Endorsed Plan means a plan or other document endorsed with the stamp of Council from time to time as a plan or other document which forms part of the Planning Permit.

External Works means all of the works described in the table to condition 4 of the Planning Permits which includes the Phase 1 External Works.

GST Act means the *New Tax System (Goods and Services Tax) Act 1999* (Cwlth), as amended from time to time. **Indexation** means an annual adjustment to an amount carried out as follows unless a different form of adjustment is specified in this Agreement:

Infrastructure Projects

- For an Infrastructure Project which comprises roads, intersections or bridges, the indexation is to be in line with the Australian Bureau of Statistics Producer Price Indexes, Road and Bridge Construction Index, Victoria.
- For an Infrastructure Project which comprises community infrastructure including recreation infrastructure, the indexation is to be in line with the Australian Bureau of Statistics Producer Price Indexes, Non-Residential Building Construction Index, Victoria -

as of the 1st of July each year.

Infrastructure Project means a project identified in Schedule 3.

Internal Works means the works described or referred to as internal works in the Planning Permits.

Localised Infrastructure means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices and which is not funded by the Development Contribution Plan.

Maintenance Period means the period specified in Schedule 6 commencing on the date of the Certificate of Practical Completion of an Infrastructure Project.

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

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

Party or Parties means the parties to this Agreement.

Phase 1 External Works means the works identified and described in each of the Planning Permits as Phase 1 works, unless otherwise agreed in writing by the Council.

Plan Checking Fee means the fee payable to Council by the Owner for checking plans for an Infrastructure Project in the amount of 0.75% of the Agreed Infrastructure Project Value.

Planning Permits means the planning permits referred to in Schedule 2, as amended from time to time and including any Endorsed Plans.

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

Project Control Group means a group comprised of the Owner or a representative of the Owner and representative of Council established in accordance with clause 5.3.

Project Milestone means an agreed milestone of the Construction Program for an Infrastructure Project as set out in Schedule 4.

Provision Trigger means the milestone or provision trigger set out in the relevant column of Schedule 3 or Schedule 4.

Public Infrastructure Plan means the plan endorsed under the Planning Permits as the public infrastructure plan.

Reimbursement Amount means an amount equal to the total value of the Agreed Infrastructure Project Value.

Residential Lot means a lot created by subdivision of the Subject Land which, in the opinion of Council, is of a size and dimension intended to be developed as a house lot without further subdivision.

Satisfaction Fee means a fee specified on Council's internet web site which is payable by a person to Council for deciding whether any obligation in a permit, agreement or any other requirement has been undertaken to Council's satisfaction.

Schedule means a schedule to this Agreement.

Security means a bank guarantee or other form of security to the satisfaction of Council as set out in clause 9.4.

Statement of Compliance means a statement of compliance under the *Subdivision Act 1988*.

Subject Land means all of the land described in Schedule 7 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

Supervision Fee means the fee payable to Council by the Owner for supervision of an Infrastructure Project in the amount of 2.5% of the Agreed Infrastructure Project Value.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 a reference to Council means a reference to Council in its capacity as Collecting Agency and Development Agency unless otherwise specified;
- 2.9 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and

- 2.10 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purpose and reasons for Agreement

The Parties acknowledge and agree that the purpose and reasons for this Agreement are to:

- 3.1 record the terms and conditions on which Council agrees to the Owner providing each Infrastructure Project;
- 3.2 enable the Owner to take the benefit of the Planning Permits by complying with the various conditions which relate to the Phase 1 External Works;
- 3.3 facilitate the provision of an agreed proportion of the Phase 1 External Works with some outstanding works;
- 3.4 provide for the Reimbursement Amount; and
- 3.5 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

5. Infrastructure Projects as Works in kind

5.1 Provision of Infrastructure Projects

The Owner must provide each Infrastructure Project:

- 5.1.1 in accordance with the Approved Plans;
- 5.1.2 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 5.2.1;
- 5.1.3 in accordance with the Public Infrastructure Plan;
- 5.1.4 in accordance with any Construction Program approved by Council; and
- 5.1.5 otherwise to the satisfaction of Council in its capacity as the Development Agency.

5.2 Time for completion of Infrastructure Projects

The Owner agrees that the provision of an Infrastructure Project under this Agreement is deemed to be public works for the purposes of section 21(1) of the *Subdivision Act 1988* and that if the Owner does not construct and complete an Infrastructure Project by the relevant Provision Trigger for that Infrastructure Project or such other time as Council has agreed in writing, Council may:

- 5.2.1 in its capacity as the Development Agency, in writing, extend the timeframe; or

- 5.2.2 in its capacity as Council, refuse to issue any Statements of Compliance in respect of the development of the Subject Land until the Infrastructure Project is completed to the satisfaction of Council in its capacity as Development Agency or an appropriate security is provided to Council to guarantee the performance of the obligation.

5.3 Project Control Group

The Parties agree that if requested by Council in writing at a time after the commencement of this Agreement, then, prior to the commencement of any works associated with the provision of any Infrastructure Project, a Project Control Group must:

- 5.3.1 be established jointly by the Parties to discuss the Construction Program associated with any Infrastructure Project and the general progress of each Infrastructure Project;
- 5.3.2 include equal representation from Council and the Owner or the Owner's representatives;
- 5.3.3 be chaired by a representative of Council; and
- 5.3.4 hold meetings at intervals to the satisfaction of Council.

5.4 Obligation to complete Infrastructure Projects once commenced

The Owner agrees that when the Owner commences works associated with an Infrastructure Project, the Owner must complete the Infrastructure Project in accordance with this Agreement regardless of whether the total cost of completing the Infrastructure Project exceeds the Agreed Infrastructure Project Value.

5.5 Agreed Infrastructure Project Value

The Parties agree that the Agreed Infrastructure Project Value and the Reimbursement Amount is a fixed amount specified in this Agreement which is subject to Indexation until the issue of a Certificate of Practical Completion for the Infrastructure Project .

6. Design of Infrastructure Projects

The Owner agrees that:

- 6.1.1 the Owner must, at the full cost of the Owner, prepare the Designs of each Infrastructure Project and submit the Designs to Council for approval;
- 6.1.2 Council's approval of the Designs will be reflected in a set of plans and specifications endorsed by Council as the Approved Plans;
- 6.1.3 the Owner must obtain all necessary permits and approvals for the Infrastructure Projects including all permits and approvals required for works surrounding the site of the Infrastructure Project such as for service relocations, driveway alteration and the like; and
- 6.1.4 if required by Council, prior to awarding any contract for the Infrastructure Projects, the Owner must submit to Council for approval:
- (a) a copy of the terms and conditions of the proposed contract; and
 - (b) a copy of the proposed Construction Program.

6.2 Variation of Approved Plans

There must be no variations to the Approved Plans without the prior written consent of Council in its capacity as Development Agency.

7. Construction of Infrastructure Projects

7.1 The Owner agrees that in providing each Infrastructure Project:

- 7.1.1 the Owner is responsible for all design and construction risks in relation to the Infrastructure Projects;
- 7.1.2 Council has no responsibility for any costs incurred by the Owner beyond the Agreed Infrastructure Project Value.

7.2 Standard of work

In addition to any other requirement in this Agreement, the Owner agrees that all work for an Infrastructure Project must:

- 7.2.1 accord with the Approved Plans;
- 7.2.2 be fit and structurally sound, fit for purpose and suitable for its intended use;
- 7.2.3 comprise best industry practice to the extent required by the Approved Plans;
- 7.2.4 not encroach upon any land other than the land shown in the Approved Plans; and
- 7.2.5 comply with any relevant current Australian Standard unless otherwise agreed in writing by Council in its capacity as development agency.

7.3 Completion of an Infrastructure Project

The Owner must complete each Infrastructure Project by the Provision Trigger, unless such Provision Trigger is extended by Council at its sole and absolute discretion.

7.4 Access to land

- 7.4.1 Before accessing land owned by Council or a third party for the purpose of constructing an Infrastructure Project or for undertaking any maintenance or repair of defects in respect of an Infrastructure Project in accordance with this Agreement, the Owner must satisfy Council or if requested by a third party, that person, that the Owner has:
 - (a) consent of the owner of land to access such land;
 - (b) satisfied any condition of such consent;
- 7.4.2 The Owner is responsible for putting in place all proper occupational health and safety plans as may be required under any law of the State of Victoria for that purpose and otherwise complying with all laws of the State of Victoria relating to health and safety.
- 7.4.3 Subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in

order to enable an Infrastructure Project to be constructed and completed, maintained or repaired in accordance with this Agreement.

8. Certificate of Practical Completion

8.1 Certificate of Practical Completion

Council will issue a Certificate of Practical Completion for an Infrastructure Project when the Infrastructure Project, has been completed to the satisfaction of Council in its capacity as Development Agency in accordance with this Agreement.

9. Risk

9.1 Care of the Infrastructure Project

Until a Certificate of Practical Completion is issued in respect of an Infrastructure Project, responsibility for care of the Infrastructure Project remains with Owner.

9.2 Insurance

9.2.1 The Owner will procure any necessary insurances to cover the risks of undertaking each Infrastructure Project, including professional indemnity insurance where an Infrastructure Project involves design and otherwise public liability and contract works insurance and must provide evidence of those insurances and that they are for a satisfactory level to Council promptly upon request.

9.2.2 The Owner must ensure that unless Council states in writing that it does not require this to be the case Council's interest is noted under any public liability insurance held or obtained by the Owner or any of its agents or consultants with respect to an Infrastructure Project.

9.3 Maintenance Period of Infrastructure Projects

9.3.1 Upon the issue of a Certificate of Practical Completion an Infrastructure Project is subject to a Maintenance Period.

9.3.2 The Owner must, during the Maintenance Period, rectify all Defects in each Infrastructure Project within a reasonable time of being notified by Council in writing and the Owner must carry out those rectification works causing as little inconvenience to the occupants or users of each Infrastructure Project as is reasonably possible. For the avoidance of doubt, the Owner is responsible for all costs associated with the rectification of a Defect in an Infrastructure Project. A further Maintenance Period applies to all rectified Defects.

9.3.3 If the Owner fails to rectify Defects in accordance with clause 9.3.2, or the Infrastructure Project has not otherwise been completed in accordance with approved Designs, Council may have the rectification work carried out itself and the reasonable costs incurred by Council in so doing will be a debt due and payable by the Owner.

9.3.4 Council will be responsible for all ongoing repairs and maintenance of the Infrastructure Project following the rectification of Defects and the expiration of the Maintenance Period.

9.4 Security - bank guarantee or cash retention

The Owner agrees that:

- 9.4.1 prior to the issue of a Certificate of Practical Completion for an Infrastructure Project the Owner must provide Council with a Bank Guarantee or cash retention (**Security**) in respect of that Infrastructure Project;
- 9.4.2 if the Owner fails to comply with a written direction from Council to rectify any notified Defects in an Infrastructure Project, Council may at its absolute discretion have recourse to the Security for the purposes of rectification of any Defects; and

the Security will be returned to the Owner after the Maintenance Period, less any amount applied to correcting any Defects in the Infrastructure Project, or otherwise as agreed between the parties.

10. Reimbursement Amount

10.1 Process for the Reimbursement Amount

The Parties agree that:

- 10.1.1 subject to the completion of an Infrastructure Project or the completion of a Project Milestone as set out in Schedule 4, the Owner is entitled to the Reimbursement Amount;
- 10.1.2 upon the completion of a Project Milestone or an entire Infrastructure Project, as the case may be, the Owner must notify Council to enable Council to arrange for an inspection;
- 10.1.3 Upon Council being satisfied of the completion of the works , the Owner may issue an invoice to Council;
- 10.1.4 the invoice must contain reference to which parts of the Infrastructure Project for which reimbursement is being sought by reference to the Project Milestones in Schedule 4)
- 10.1.5 the Reimbursement Amount, or where only part of an Infrastructure Project is provided, then that part of the Reimbursement Amount as is relevant to that Project Milestone, must be paid by Council to the Owner:
 - (a) within 28 days of the Council being satisfied of the completion of each Project Milestone in accordance with the timing set out in Schedule 4;
 - (b) in cash, by cheque or by electronic transfer to Dahua Wollert Developments Pty Ltd ACN 624 150 821 (BSB: 082 001, Account number: 203 674 769, or another bank account nominated by the Owner from time to time).

11. Limitations on this Agreement

The Parties acknowledge that:

- 11.1.1 this Agreement is intended to relate only to the infrastructure that is funded by the Development Contributions Plan and not Localised Infrastructure;
- 11.1.2 compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land;
- 11.1.3 this Agreement only relates to works that are within the scope of the Phase 1 External Works as set out in Schedule 3 and not the entirety of the External Works nor necessarily the entirety of the scope of the Phase 1 External Works;
- 11.1.4 this Agreement does not provide for any Credits to be applied to the Owner's liability to pay the Development Infrastructure Levy – it allows only for the Reimbursement Amount to be paid to the Owner in cash in the manner set out in this Agreement;
- 11.1.5 future agreements will attend to the provision of other phases of the External Works and/or any component of the works described as Phase 1 External Works that are not completed as part of the package of Phase 1 External Works forming part of this Agreement; and
- 11.1.6 future agreements will attend to the arrangements for each individual owner's (comprising the Owner) liability to pay the Development Infrastructure Levy and the availability of Credits if applicable.
- 11.1.7 this Agreement does not set out the manner in which the Reimbursement Amount will be split between the Owners and Council is not liable for any dispute in relation to the split of the Reimbursement Amount between the Owners; and
- 11.1.8 no further Credits or other amounts will be available to the Owners for the Phase 1 works completed under this Agreement outside of the Reimbursement Amount.

12. Further obligations of the Parties

12.1 Transaction costs

Where the Owner is required to transfer or vest land, the Owner is responsible for the payment of all costs and disbursements associated with that transfer or vesting as the case may be.

12.2 Notice and registration

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

12.3 Further actions

The Owner:

- 12.3.1 must do all things necessary to give effect to this Agreement;
- 12.3.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act; and
- 12.3.3 agrees to do all things necessary to enable Council to do so, including:

- (a) sign any further agreement, acknowledgment or document; and
- (b) obtain all necessary consents to enable the recording to be made.

12.4 Fees

Within 14 days of a written request for payment, the Owner must pay to Council any:

- 12.4.1 Plan Checking Fee;
- 12.4.2 Supervision Fee;
- 12.4.3 Satisfaction Fee; or
- 12.4.4 Consent Fee

as required.

12.5 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's reasonable costs and expenses (including legal expenses) relating to this Agreement, including:

- 12.5.1 drafting, finalising, signing and recording and enforcing this Agreement;
- 12.5.2 drafting, finalising and recording any document to give effect to the ending of this Agreement.

12.6 Time for determining satisfaction

If Council makes a request for payment of:

- 12.6.1 a fee under clause 12.4; or
- 12.6.2 any costs or expenses under clause 12.5

the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

12.7 Interest for overdue money

The Owner agrees that:

- 12.7.1 the Owner must pay to Council interest at the same rate used under section 120 of the *Local Government Act 2020* on any amount due under this Agreement that is not paid by the due date.
- 12.7.2 if interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

13. Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

14. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

15. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of titles of the Subject Land, the Owner must require successors in title to:

- 15.1.1 give effect to this Agreement; and
- 15.1.2 enter into a deed agreeing to be bound by the terms of this Agreement.

16. General matters

16.1 Notices

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

- 16.1.1 personally on the other Party;
- 16.1.2 by leaving it at the other Party's Current Address;
- 16.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 16.1.4 by email to the other Party's Current Email.

16.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

16.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

16.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

16.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

16.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria.

17. GST

- 17.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.
- 17.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 17.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 17.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 17.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 17.3.

18. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

19. Amendment of Agreement

- 19.1 This Agreement may be amended in accordance with the Act.
- 19.2 This Agreement may also be amended by a further agreement between Council and any person who is burdened by any of the covenants in this Agreement.
- 19.3 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

20. Ending of Agreement

20.1 This Agreement ends:

20.1.1 in relation to that part of the Subject Land comprising a Residential Lot immediately upon the creation of that Residential Lot;

20.1.2 in relation to the balance of the Subject Land not comprising a Residential Lot, when the Owner has complied with all of the Owner's obligations under this Agreement; or

20.1.3 otherwise by agreement between the Parties in accordance with section 177 of the Act.

20.2 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.

20.3 Where it is proposed to end this Agreement in relation to part of the Subject Land by agreement, the parties agree that only Council and the Owner of the part of the Subject Land that is the subject of the proposal to end this Agreement are required to agree to the ending, and the agreement of other Owners of the Subject Land is not required.

20.4 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.

20.5 Council will not unreasonably withhold its consent to a written request made pursuant to clause 20.4 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.

20.6 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

21. Execution

21.1 Consent to electronic execution

Each party consents to the signing of this Agreement by electronic means. The parties agree to be legally bound by this Agreement signed in this way.

21.2 Counterparts

This Agreement may be executed in counterparts, all of which taken together constitute one document.

Schedule 1

Wollert Development Contributions Plan, June 2017 (Amended February 2022)

INFORMATION ONLY

Schedule 2

Planning Permits

- 717910 issued by Council on 8 April 2020 (as amended from time to time)
- 717154 issued by Council on 11 June 2019 (as amended from time to time)
- 717880 issued by Council on 5 August 2019 (as amended from time to time)

Schedule 3

Infrastructure Projects (Phase 1 External Works)

DCP Project Reference No.	Project Title	Description of the Infrastructure Project	Construction Scope	% of project costs	Provision Trigger	Agreed Infrastructure Project Value (2021/22)	
IN-26c	Boundary Road/ Andrew Road	Design and construction of boulevard connector to connector - industrial/ residential interface connector 4 - way signalised intersection (ultimate) in accordance with the Approved Plans.	Interim construction in accordance with Road & Drainage Plans approved by Council 3 August 2023 (Boundary Road) and 10 January 2023 (Equestrian Boulevard)	32%	Prior to the issue of a Statement of Compliance for any stage of development of the Subject Land	\$1,977,329	
RD-06c	Boundary Road - Between Koukoura Drive and Epping Road	Design and replacement of existing carriageway with boulevard connector/ connector road (ultimate), excluding intersections in accordance with the Approved Plans.	Interim construction in accordance with Road and Drainage plans approved by Council 3 August 2023	83%	Prior to the issue of a Statement of Compliance for any stage of development of the Subject Land	\$1,541,650	
IN-24c	Boundary Road/ Bodycoat s Road (north)	Design and construction of boulevard connector to connector signalised T-intersection (interim treatment) in accordance with the Approved Plans.	Interim construction in accordance with Road & Drainage plans approved by Council 3 August 2023	71%	Prior to the issue of a Statement of Compliance for any stage of development of the Subject Land	\$2,891,201	
BR-01	Findon Creek- West Branch Boundary Road	Construction of a culvert crossing over waterway (interim treatment)	Interim construction in accordance with Road & Drainage plans approved by Council 3 August 2023	100%	Prior to the issue of a Statement of Compliance for any stage of development of the Subject Land	\$926,326	

Schedule 4

Project Milestones and Reimbursement Timing Schedule

Infrastructure Project	Milestone	Est. Timing	Reimbursement amount (\$2023/24)
IN-24c			
	Milestone 1 – Completion of Bulk Earthworks and Drainage	Sept 23	\$1,141,373
	Milestone 2 – Completion of Pavement (not including wearing course)	Nov 23	\$811,496
	Certificate of Practical Completion	Apr 24	\$938,332
	Subtotal IN-24		\$2,891,201
IN-26c			
	Milestone 1 – Completion of Bulk Earthworks and Drainage	Sept 23	\$782,866
	Milestone 2 – Completion of Pavement (not including wearing course)	Nov 23	\$816,693
	Certificate of Practical Completion	Apr 24	\$377,770
	Subtotal IN-26c		\$1,977,329
RD-06c			
	Milestone 1 – Completion of Bulk Earthworks and Drainage	Sept 23	\$697,281
	Milestone 2 – Completion of Pavement (not including wearing course)	Nov 23	\$492,370
	Certificate of Practical Completion	Apr 24	\$351,999
	Subtotal RD06c		\$1,541,650
BR-01			
	Milestone 1 – Completion of Culvert units	Sept 23	\$555,796
	Certificate of Practical Completion	Apr 24	\$370,530
	Subtotal BR-01		\$926,326
	TOTAL Phase 1 Reimbursement (indexed to 2023/24 rates)		\$7,336,505

Schedule 5

Bodycoats Road Precinct

Property No.	Address
56	495 Epping Road, Wollert
57	30 Boundary Road, Wollert
75	60 Boundary Road, Wollert
76	70 Boundary Road, Wollert
77	80 Boundary Road, Wollert
74	40 Andrew Road, Wollert
73	39 Andrew Road, Wollert
72	58 Andrew Road, Wollert
71-R & 71-E	41 Andrew Road, Wollert
67-R & 67-E	25 Summerhill Road, Wollert
68	65 Summerhill Road, Wollert
69	105 Summerhill Road, Wollert
70-R & 70-E	160 Bodycoats Road, Wollert
85	130 Bodycoats Road, Wollert
84	120 Bodycoats Road, Wollert
83	90 Bodycoats Road, Wollert
82	80 Bodycoats Road, Wollert
81	60 & 60A Bodycoats Road, Wollert
80	40 Bodycoats Road, Wollert
79	90 Boundary Road, Wollert
78	10W Bodycoats Road, Wollert
86A	115 Bodycoats Road, Wollert
86B	115 Bodycoats Road, Wollert
87A	225 Summerhill Road, Wollert
87B	225 Summerhill Road, Wollert
87C	225 Summerhill Road, Wollert
88A	71 & 71A Bodycoats Road, Wollert
88B	75 & 75A Bodycoats Road, Wollert
89	85 Bodycoats Road, Wollert
90	65 Bodycoats Road, Wollert
91	35 Bodycoats Road, Wollert
92	160 Boundary Road, Wollert
93	210 & 210A Boundary Road, Wollert

Schedule 6

Maintenance Period

Infrastructure Type	Maintenance Period
Road Projects	A minimum of 3 months from the date of the issue of the Certificate of Practical Completion
Signalised intersections	A minimum of 6 months from the date of the issue of the Certificate of Practical Completion



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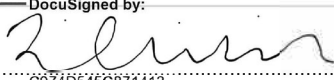
Schedule 7

DCP Property Number	Address	Lot Details	Vol/Fol	Owner	Mortgage
79	90 Boundary Road, Wollert	Lot 2 on PS127704	9352/804	Cesil Nominees Pty Ltd ACN 005189 015	n/a
86A 86B	115F Bodycoats Road, Wollert	Lot F on PS837658Y	12383/250	Dahua Group Melbourne Number 6 Pty Ltd ACN 615 975 347	Mortgage AT698482U 16/10/2020 Commonwealth Bank of Australia
87A 87B 87C	100H Kilarnie Boulevard Wollert	Lot H on PS841626P	12517/419	Dahua Group Melbourne Number 6 Pty Ltd ACN 615 975 347	n/a
88A	225 Summerhill Road, Wollert	Lot 1 and 2 of TP710782T	9405/500	Dahua Group Melbourne Number 6 Pty Ltd ACN 615 975 347	n/a
88B 89	71 & 71A Bodycoats Road, Wollert	Lot 1 of Plan TP709604C Lot 1 on TP810678F	4382/319 10662/498	JD Wollert Bodycoats Pty Ltd ACN 619 249 697	Mortgage AX326660R 05/10/2023 Jinding Financial Services Pty Ltd Mortgage AX435885G 10/11/2023 Jinding Financial Services Pty Ltd
88B 89	25A Cerulean Street Wollert (75A Bodycoats Road)	Lot AA on PS908861J	12532/630	JD Wollert Bodycoats Pty Ltd ACN 619 249 697	Mortgage AV292150S 02/02/2022 Jinding Financial Services Pty Ltd
88B 89	1A Aqua Street Wollert (75A Bodycoats Road)	Lot AB on PS838326V	12532/480	JD Wollert Bodycoats Pty Ltd ACN 619 249 697	Mortgage AV292150S 02/02/2022 Jinding Financial Services Pty Ltd

Signing Page

Signed, sealed and delivered as a deed by the Parties.

Signed, Sealed and Delivered by Liam Wilkinson,)
Acting Manager Strategic Futures, and Emma)
Appleton, Director Planning and Development, on)
behalf of Whittlesea City Council pursuant to the)
power delegated to them by an Instrument of)
Delegation in the presence of:)

DocuSigned by:

C074D545C871413...
Delegated Signed by:
Amir Mahdavian
Witness 2AA6B2D7E491...

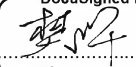
DocuSigned by:

E7DB5F76E98E40A...
Delegated Signed by:
Amir Mahdavian
Witness 3P6AD60F3FB483...

This document was witnessed by audio visual link in accordance with the requirements of s12 of the *Electronic Transactions (Victoria) Act 2000*.

Executed as a deed by Dahua Group Melbourne
Number 6 Pty Ltd ACN 615 975 347 in accordance
with s 127(1) and s 127(3) of the Corporations Act
2001:

DocuSigned by:



Signature of Director
Ye Fan

Print full name

DocuSigned by:



Signature of Director/Company Secretary
Lina Zhang

Print full name

INFORMATION ONLY

Executed as a deed by JD Wollert Bodycoats Pty)
Ltd ACN 619 249 697 in accordance with s 127(1) and)
s 127(3) of the Corporations Act 2001:)



.....
Signature of Sole Director and Sole Company Secretary

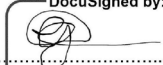
JIE SONG

.....
Print full name

INFORMATION ONLY

Executed as a deed by Cesil Nominees Pty Ltd)
ACN 005 189 015 in accordance with s 127(1) and s)
127(3) of the Corporations Act 2001:)

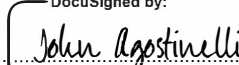
DocuSigned by:



Signature of Director
Grace Ciorciari

Print full name

DocuSigned by:



Signature of Director/Company Secretary
John Agostinelli

Print full name

INFORMATION ONLY

Mortgagee's consent

JINDING FINANCIAL SERVICES PTY LTD as Mortgagee under instruments of mortgage no. **AV292150S, AX326660R, AX435885G and AX911439D** consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.



Signature of Director

Linying SUN

Print full name



Signature of Director/Company Secretary

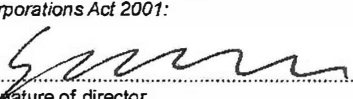
JIE SONG


Print full name

Mortgagee's consent

MCH AGENCY SERVICES PTY LTD as Mortgagee under instrument of mortgage no. AV366649U consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed by MCH Agency Services Pty Ltd ACN 636 392 928 in accordance with Section 127 of the Corporations Act 2001:


.....
Signature of director
GRAHAM MCNAMARA
.....
Name of director


.....
Signature of director
JUSTIN HYNES
.....
Name of director

INFORMATION ONLY

Mortgagee's consent

COMMONWEALTH BANK OF AUSTRALIA as Mortgagee under instrument of mortgage no. AT698482U consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

DocuSigned by:

Alex Bloomfield

.....B7CA51B5C1804D8.....

Alex Bloomfield

INFORMATION ONLY



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Status	Registered	Dealing Number	AX896886E
Date and Time Lodged	11/04/2024 04:18:59 PM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	TGM: 8478097

APPLICATION TO RECORD AN INSTRUMENT

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

Privacy Collection Statement

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Estate and/or Interest

FEE SIMPLE

Land Title Reference

9352/804

Instrument and/or legislation

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

Applicant(s)

Name	WHITTLESEA CITY COUNCIL
Address	
Street Number	25
Street Name	FERRES
Street Type	BOULEVARD
Locality	SOUTH MORANG
State	VIC
Postcode	3752

Additional Details



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Refer Image Instrument

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

Execution

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

Executed on behalf of	WHITTLESEA CITY COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	11 APRIL 2024

File Notes:

NIL

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

Statement End.

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Australia

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Facsimile 61 3 9258 3666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

Date
5/3/2024

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land:

Purpose of Agreement: WIK for Land Projects and Public Open Space

City of Whittlesea

and

Cesil Nominees Pty Ltd ACN 005 189 015

Interstate offices

Canberra Sydney

Affiliated offices around the world through the
Advoc network - www.advoc.com



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INFORMATION ONLY

Agreement under section 173 of the Planning and Environment Act 1987

Dated 5/3/2024

Parties

Name	City of Whittlesea
Address	25 Ferres Boulevard, South Morang
Short name	Council

Name	Cesil Nominees Pty Ltd ACN 005 189 015
Address	22 McFadzean Ave, Reservoir, VIC
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the Collecting Agency and the Development Agency under the Development Contributions Plan.
- C. Council enters into this Agreement in its capacity as the responsible authority and in its capacity as both the Collecting Agency and the Development Agency.
- D. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- E. The Development Contributions Plan applies to the Subject Land. It specifies the contributions required to fund infrastructure necessary as a result of development of the area for urban purposes.
- F. The Owner has asked Council for permission to vest in Council the Land Projects.
- G. Council has agreed that the Owner will vest the Land Projects in Council in return for a credit against its development contribution liability under the Development Contributions Plan.
- H. The Parties also have agreed on the Owner's public open space obligations under the Act and the Planning Scheme.

The Parties agree:

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreed Land Value in relation to a Land Project means the amount specified for the Land Project in Schedule 3.

Agreement means this Deed and includes this Deed as amended from time to time.

Averaged Equalisation Payment Rate means the total Equalisation Payment due divided by the total Net Developable Area (Hectares) as specified in Schedule 4.

Business Days means a day which is not a public holiday, a Saturday or Sunday in the State of Victoria.

Consent Fee means the fee specified on Council's internet web site which is payable by a person to Council for deciding whether to give consent for anything an agreement or a permit provides must not be done without Council's consent.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Credit means a credit in the amount of the Agreed Land Value which has accrued to the Owner under this Agreement and which may be offset against the Owner's liability to pay the Development Infrastructure Levy for the Subject Land.

Current Address means:

- for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- for Council, info@whittlesea.vic.gov.au, or any other email address listed on Council's website; and
- for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Developable Land means the area of land identified as developable land in the land use budget of the Development Contributions Plan.

Developed Lot means a lot in respect of which there is no Development Infrastructure Levy payable or the Development Infrastructure Levy liability has been satisfied (either by payment of the relevant Development Infrastructure Levy or accrual of a Credit for the relevant Development Infrastructure Levy) but for the avoidance of doubt excludes any lot created with the sole purpose of vesting that land in Council.

Development Infrastructure Levy means the development infrastructure levy that is required to be paid upon development of the Subject Land calculated and adjusted in accordance with the Development Contributions Plan.

Development Contributions Plan means the Development Contributions Plan referred to in Schedule 1, being an incorporated document in the Planning Scheme.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.

Equalisation Payment means the amount specified in Schedule 4 to be paid either to the Owner or by the Owner to Council as specified in Schedule 4. This amount is calculated by reference to the percentage difference between:

- the area of Open Space Land that the Owner is required to provide to Council under this Agreement; and
- the Open Space Contribution that the Owner is required to make as shown in Schedule 4.

GAIC means the Growth Areas Infrastructure Contribution under the Act.

GST Act means the *New Tax System (Goods and Services Tax) Act 1999* (Cwlth), as amended from time to time.

Indexation means an annual adjustment to an amount carried out as follows unless a different form of adjustment is specified in this Agreement:

Land Projects

- For a Land Project using the CPI as the adjustment index.

Open Space Land

- For Open Space Land using the CPI as the adjustment index -

in all instances, to be adjusted annually, as of the 1st of July each year.

Inherent GAIC Liability means the current or future liability of the Subject Land for GAIC upon the happening of a GAIC event as defined and described in the Act whether that event occurs before, at or after the provision of any land to Council.

Land Project means land which is described in Schedule 3 and which under this Agreement is required to be provided to Council.

Localised Infrastructure means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices and which is not funded by the Development Contribution Plan.

Net Developable Hectare or NDH means, in relation to specified land, each hectare of Net Developable Area comprising that specified land.

Net Developable Area or NDA means the total area of the Subject Land, less land requirements for high order transport networks, education and community facilities, utilities transmission easements, Melbourne Water waterway corridors, wetlands and retarding basins, State and local conservation reserves, open space (sports reserve and local parks), and land identified for future quarrying activities.

Open Space Equalisation means the process of balancing the Public Open Space Contribution made by the Owner so that the overall Public Open Space Contribution made by the Owner in respect of the Subject Land is not less than or greater than the Public Open Space Contribution as specified in clause 53.01 of the Planning Scheme for the Subject Land.

Open Space Land means the unencumbered land for public open space which is identified in Schedule 4.

Open Space Land Value means the amount specified in Schedule 4 as the Open Space Land Value.

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

Party or Parties means the parties to this Agreement.

Plan of Subdivision means a plan of subdivision which creates an additional lot which can be disposed of separately or which is intended to be used for a dwelling or which can be re-subdivided.

Planning Permit means the planning permit referred to in Schedule 2, as amended from time to time.

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

Provision Trigger means the milestone or provision trigger set out in the relevant column of Schedule 3 and Schedule 4.

Public Infrastructure Plan means the plan endorsed under the Planning Permit as the public infrastructure plan.

Public Open Space Contribution means the public open space contribution that the Owner is required to make under the Schedule to clause 53.01 of the Planning Scheme in respect of the Subject Land.

Residential Lot means a lot created by subdivision of the Subject Land which, in the opinion of Council, is of a size and dimension intended to be developed as a house lot without further subdivision.

Schedule means a schedule to this Agreement.

Stage is a reference to a stage of subdivision of the Subject Land.

Statement of Compliance means a Statement of Compliance under the *Subdivision Act 1988*.

Subject Land means all of the land described in Schedule 5 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 a reference to Council means a reference to Council in its capacity as Collecting Agency and Development Agency unless otherwise specified;
- 2.9 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.10 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purpose and reasons for Agreement

The Parties acknowledge and agree that the purpose and reasons for this Agreement are to:

- 3.1 record the terms and conditions on which Council agrees to the Owner providing any Land Project to Council;
- 3.2 to record the provision of Public Open Space Land and where relevant any agreed Land Equalisation; and
- 3.3 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

5. Payment of Development Infrastructure Levy

The Parties agree that:

- 5.1 subject to clause 5.2 of this Agreement, the Owner is required to pay the Development Infrastructure Levy in cash on a stage by stage basis;
- 5.2 the Owner is not required to pay the Development Infrastructure Levy in cash on a stage by stage basis if the Owner has a Credit available in accordance with this Agreement; and
- 5.3 any component of the Development Infrastructure Levy which is not offset by a Credit must be paid to Council prior to the issue of the Statement of Compliance for subdivision of the Subject Land as a result of which the obligation to pay the Development Infrastructure Levy arises or at such other time as is specified in this Agreement.
- 5.4 prior to the issue of a Statement of Compliance for the final stage of the subdivision or development of the Subject Land, Council will undertake a reconciliation of the Owner's obligations and entitlements under this Agreement to ensure that the Development Infrastructure Levies paid in respect of the Subject Land reflects the Net Developable Area and upon that reconciliation being undertaken –
 - 5.4.1 Council must pay to the Owner any amount that is identified as owing to the Owner; and
 - 5.4.2 the Owner must pay to Council any amount that is identified as owing to Council.

6. Land Project

6.1 Provision of Land Project

The Owner must provide each Land Project to Council:

- 6.1.1 by vesting of the Land Project in Council;
- 6.1.2 prior to the Provision Trigger specified in Schedule 3, unless a later date is approved by Council in writing under clause 6.2;
- 6.1.3 with all services to be available as specified in the relevant column of Schedule 3;
- 6.1.4 free of all encumbrances, including any structure, debris, waste, refuse and contamination, except as agreed by Council;
- 6.1.5 free of any fees and charges associated with the delivery of the site; and
- 6.1.6 otherwise in a condition that is to the satisfaction of Council in its capacity as Development Agency.

6.2 Time for vesting of Land Project

If the Owner does not meet the Provision Trigger for a Land Project, Council may:

- 6.2.1 at its absolute discretion extend the timeframe; or
- 6.2.2 refuse to issue any Statements of Compliance in respect of the development of the Subject Land until the Land Project has been vested in Council.

6.3 Agreed Land Value

6.3.1 The Owner agrees that the Agreed Land Value:

- (a) includes all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;
- (b) is a fixed amount subject to Indexation; and
- (c) replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of the Land Project.

6.3.2 The Owner agrees that 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, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of the Land Project.

6.4 Value of Open Space Land

The Open Space Land Value is an amount which is fixed and non-variable subject only to Indexation.

6.5 Open Space Equalisation

- 6.5.1 The Owner agrees that its Open Space Liability under the Planning Scheme is the percentage amount set out in Schedule 4 being the amount specified in the schedule to clause 53.01 of the Planning Scheme.
- 6.5.2 The Parties agree, Open Space Equalisation is to be undertaken by the Owner making the payments in the manner and at the time specified in Schedule 4.
- 6.5.3 The Parties agree that prior to the issue of a Statement of Compliance for the final stage of the subdivision or development of the Subject Land, Council will undertake a reconciliation of the Owner's obligations and entitlements under this Agreement to ensure that any final equalisation payment reflects the Net Developable Area identified in Schedule 4 and reconciles any differences within the final equalisation payment and upon that reconciliation being undertaken.
- (a) Council must pay to the Owner any amount that is identified as owing to the Owner; and
 - (b) the Owner must pay to Council any amount that is identified as owing to Council.

6.6 Council acknowledgement

The parties acknowledge and agree that upon the Owner satisfying its obligations under clause 7 the Owner will have fulfilled its obligations under the Planning Permit, the Planning Scheme and the *Subdivision Act 1988* in relation to making the Public Open Space Contribution in respect of the Subject Land.

7. Credit

7.1 Process for Credit

The Parties agree that:

- 7.1.1 the Owner will be entitled to a Credit for the Agreed Land Value from the commencement of this Agreement;
- 7.1.2 the value of the Credit will be adjusted annually on the basis of Indexation of the Agreed Land Value in accordance with this Agreement;
- 7.1.3 prior to the issue of a Statement of Compliance by Council for one or more Stages, Council must:
- (a) calculate the Development Infrastructure Levy payable for such Stage(s) as at that date; and
 - (b) deduct the amount calculated under paragraph (a) from the Credit until the Credit has been exhausted;
- 7.1.4 when the amount of the Development Infrastructure Levy payable in relation to a Stage exceeds the amount of the Credit remaining:
- (a) then in relation to that Stage, the Owner must pay in cash, an amount equal to the amount of the Development Infrastructure Levy payable in relation to that Stage that exceeds the amount of Credit remaining, prior to the issue of a Statement of Compliance; and

- (b) in relation to subsequent Stages, the Owner must pay the Development Infrastructure Levy in cash prior to the issue of a Statement of Compliance for each Stage or as otherwise agreed by Council;

8. Localised Infrastructure

The Parties acknowledge that:

- 8.1.1 this Agreement is intended to relate only to the infrastructure that is funded by the Development Contributions Plan and not Localised Infrastructure; and
- 8.1.2 compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

9. Further obligations of the Parties

9.1 Transaction costs

Where the Owner is required to vest land, the Owner is responsible for the payment of all costs and disbursements associated with that vesting.

9.2 Notice and registration

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

9.3 Further actions

The Owner:

- 9.3.1 must do all things necessary to give effect to this Agreement;
- 9.3.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act; and
- 9.3.3 agrees to do all things necessary to enable Council to do so, including:
- (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

9.4 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's reasonable costs and expenses (including legal expenses) relating to this Agreement, including:

- 9.4.1 drafting, finalising, signing and recording and enforcing this Agreement;
- 9.4.2 drafting, finalising and recording any amendment to this Agreement; and

9.4.3 drafting, finalising and recording any document to give effect to the ending of this Agreement.

9.5 Time for determining satisfaction

If Council makes a request for payment of:

9.5.1 a fee under clause 9.4; or

9.5.2 any costs or expenses under clause 9.4

the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

9.6 Interest for overdue money

The Owner agrees that:

9.6.1 the Owner must pay to Council interest at the same rate used under section 120 of the *Local Government Act 2020* on any amount due under this Agreement that is not paid by the due date.

9.6.2 if interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

10. Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

11. Owner's warranties

11.1 The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

11.2 Until the Land Project is vested in Council the Owner warrants that

11.2.1 they have taken all reasonable steps to ensure that each Land Project is free of contamination of any kind which would make the Land Project unsuitable for its intended purpose as set out in the Precinct Structure Plan; and

11.2.2 the Land Project is in an environmental condition such as to be suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

12. Successors in title

12.1 Until such time as a memorandum of this Agreement is recorded on the certificate of titles of the Subject Land, the Owner must require successors in title to:

- 12.1.1 give effect to this Agreement; and
- 12.1.2 enter into a deed agreeing to be bound by the terms of this Agreement.

13. General matters

13.1 Notices

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

- 13.1.1 personally, on the other Party;
- 13.1.2 by leaving it at the other Party's Current Address;
- 13.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 13.1.4 by email to the other Party's Current Email.

13.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

13.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

13.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

13.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

13.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria.

14. GAIC

- 14.1 The Owner acknowledges and agrees that all land transferred to or vested in Council must have any Inherent GAIC Liability discharged prior to it being provided to Council and to the extent it is not so discharged, the Owner shall remain liable to Council for any GAIC liability

incurred by Council subsequently incurred by Council as a result of its development after the termination of this Agreement.

14.2 The Parties agree that clause 14.1 survives the termination of this Agreement

14.3 The Owner agrees that the Owner must provide a certificate of release under section 201SY of the Act confirming the release of the land referred to in clause 14.1 from its Inherent GAIC Liability.

15. Foreign resident capital gains withholding

15.1 Definitions

For the purposes of this clause, the following definitions apply:

12.5% means 12.5% or any other amount set out in the Tax Act from time to time as the withholding amount.

Clearance Certificate means a valid clearance certificate under section 14-220(1) of Schedule 1 to the Tax Act.

Consideration means any monetary and non-monetary consideration including a Credit required to be paid or given by Council to the Owner for the transfer or vesting of a Land Project or in respect of the equalisation of Open Space Land under this Agreement.

Excluded Transaction has the meaning given to that term in section 14-215 of Schedule 1 to the Tax Act.

Statement of Compliance has the same meaning as in the Subdivision Act 1988

Tax Act means the *Taxation Administration Act 1953* (Cth)

Variation Amount means, where the Owner has served a Variation Notice on Council, the amount required to be withheld as specified in the Variation Notice.

Variation Notice means a valid variation notice issued by the Australian Taxation Office in respect of a variation application made under section 14-235(2) of Schedule 1 of the Tax Act.

15.2 Foreign resident status of Owner

The Owner is taken to be foreign residents under Subdivision 14-D of Schedule 1 to the Tax Act unless the Owner gives to Council a Clearance Certificate no later than 10 Business Days before the Land Project and the Open Space Land is transferred to or vested in Council.

15.3 Excluded transaction

15.3.1 Clause 15.5 does not apply if:

- (a) the transfer or vesting of the Land Project or the Open Space Land is an Excluded Transaction; and
- (b) the Owner provides Council with all information and documentation to satisfy Council that the transfer or vesting of the Land Project and the Open Space Land is an Excluded Transaction no later than 10 Business Days before the Land Project or the Open Space land as the case may be is transferred to or vested in Council's ownership.

15.3.2 Without limiting clause 15.3.1, the transfer or vesting of a Land Project or Open Space Land is an Excluded Transaction if the market value of the Land Project or Open Space Land as at the date of this Agreement is less than \$750,000.

15.4 Variation notice

If the Owner provides Council with a Variation Notice prior to the transfer or vesting of the Land Project and Open Space Land, then Council will adjust the withholding amount (as specified in clause 15.5 below) in accordance with the Variation Notice.

15.5 Withholding

15.5.1 This clause 15.5 applies if the Owner is taken to be foreign residents under clause 15.2 and the Owner has not satisfied Council that the transfer or vesting of the a Land Project and Open Space Land is an Excluded Transaction under clause 15.3.

15.5.2 Subject to clauses 15.5.3 and 15.5.4, Council will deduct from any monetary consideration payable to the Owner an amount equal to:

- (a) 12.5% of the Consideration (excluding GST) in accordance with section 14-200(3) of Schedule 1 to the Tax Act; or
- (b) the Variation Amount, if the Owner have provided Council with a Variation Notice in accordance with clause 15.4, (the **withholding amount**).

15.5.3 Subject to clause 15.5.4, if any monetary consideration payable to the Owner is less than 12.5% of the Consideration, the Owner must deliver to Council:

- (a) a cash payment equal to 12.5% of the Consideration (or such other amount as required by Council); or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 15.4 -

before the Land Project is transferred to or vested in Council.

15.5.4 If there is no Consideration specified in this Agreement, the Owner must deliver to Council:

- (a) a cash payment equal to 12.5% of the market value of the Land Project and Open Space Land valued as at the date of this Agreement; or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 15.4,

before the Land Project is transferred to or vested in Council.

15.6 Council to remit withholding amount

15.6.1 Council agrees to

pay the withholding amount or amounts determined under clause 15.5 to the Reserve Bank of Australia (on behalf of the Australian Taxation Office) by electronic funds transfer immediately after the earlier of:

- (i) Council receiving a transfer of land in respect of the Land Project and Open Space Land, in registrable form; or

- (ii) the registration of a plan of subdivision which vests the Land Project or Open Space Land in Council's ownership;

15.7 **Consideration adjusted after withholding**

For the avoidance of doubt and notwithstanding anything else in this Agreement, the Consideration payable to the Owner is reduced to the extent that a withholding amount is deducted from the Consideration under clause 15.5.

15.8 **Owner to co-operate**

15.8.1 The Owner must:

- (a) not procure the registration of a plan of subdivision which vests a Land Project or Open Space Land in Council's ownership unless:
 - (i) a Clearance Certificate has been provided to Council; or
 - (ii) the Owner and Council have agreed upon the amount to be withheld by and/or remitted by Council to the Australian Taxation Office in accordance with clause 15.5;
- (b) provide Council with 20 Business Days prior written notice of the lodgement of a plan of subdivision at Land Use Victoria which will have the effect of vesting any land in Council's ownership; and
- (c) notify Council immediately on the date on which a plan of subdivision registers which vests land in Council's ownership.

15.8.2 The Owner must provide Council with all information, documentation and assistance necessary to enable Council to comply with its obligation to pay the withholding amount within the time set out in section 14-200(2) of Schedule 1 to the Tax Act.

15.9 **Owner's warranty**

The Owner warrants that the information provided to Council under this clause 15 is true and correct.

15.10 **Indemnity**

The Owner agrees to indemnify Council against any interest, penalty, fine or other charge or expense incurred by Council as a result of the Owner's failure to comply with this clause 15.

16. **GST**

16.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.

16.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

16.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 16.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

- 16.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 16.3.

17. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

18. Amendment of Agreement

- 18.1 This Agreement may be amended in accordance with the Act.
- 18.2 This Agreement may also be amended by a further agreement between Council and any person who is burdened by any of the covenants in this Agreement.

19. Ending of Agreement

- 19.1 This Agreement ends:
- 19.1.1 in relation to the balance of the Subject Land apart from Residential Lots, when the Owner has complied with all of the Owner's obligations under this Agreement; or
 - 19.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.
- 19.2 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.
- 19.3 Where it is proposed to end this Agreement in relation to part of the Subject Land by agreement, the parties agree that only Council and the Owner of the part of the Subject Land that is the subject of the proposal to end this Agreement are required to agree to the ending, and the agreement of other Owners of the Subject Land is not required.
- 19.4 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.
- 19.5 Council will not unreasonably withhold its consent to a written request made pursuant to clause 19.4 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.
- 19.6 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

Schedule 1

Wollert Development Contributions Plan (DCPO16).

INFORMATION ONLY

Schedule 2

Whittlesea planning permit number: 717880 issued on 5 August 2019

INFORMATION ONLY

Schedule 3

Land Projects

DCP Project No.	Description of the Land Project	% of project costs	Area of Land Project	Utility services to be available	Provision Trigger	Agreed Land Value (\$2022/23)
RD06	Boundary Road, Between Koukoura Drive and Epping Road. Purchase of land to widen road reserve from 20m to 29m.	12.8%	0.1362ha	All utilities required for the proper functioning of the road and any associated intersections.	Stage 1	\$272,400.00

Schedule 4

Open Space Land

PSP/DCP Property Number	Net Developable Area (ha)	Open Space Land (ha)	Provision Trigger for the provision of the Public Open Space	Agreed Rate per hectare (\$2022/23)	Open Space Land Value (\$2022/23)	Public Open Space Contribution liability (ha) @ 4.47% of NDA	Equalisation Payment (Owner to Council) \$2022/23
79	3.9097	N/A	N/A	\$2,000,000.00	N/A	0.1748	\$349,527.18
Equalisation Payment Due to Council							\$349,527.18
Timing of when the Equalisation Payment must be made in the form of the Averaged Equalisation Payment Rate.							Prior to the issue of a Statement of Compliance for each Stage
Averaged Equalisation Payment Rate per Net Developable Hectare - \$2022/23 (Total Equalisation Payment Due / Total NDHa of 3.91 Ha)							\$89,400.00

Schedule 5


Subject Land


Address	Land	Owner	Address of Owner	Property Number	Mortgage Y/N
90 BOUNDARY ROAD, WOLLERT	LOT: 2 LP: 127704 vol 9352 folio 804	Cesil Nominees Pty Ltd	22 McFadzen Ave Reservoir	79	No.

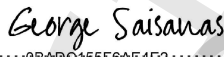
Signing Page

Signed, sealed and delivered as a deed by the Parties.

Signed, Sealed and Delivered by and on behalf of **Whittlesea City Council** pursuant to the power delegated to them by an Instrument of Delegation in the presence of:

DocuSigned by:

Signature of Delegate

DocuSigned by:

Signature of Witness


DocuSigned by:

Signature of Delegate


DocuSigned by:

Signature of Witness

This document was witnessed by audio visual link in accordance with the requirements of s12 of the *Electronic Transactions (Victoria) Act 2000*.

Executed as a deed by **Cesil Nominees Pty Ltd**)
ACN 005 189 015 in accordance with s 127(1) and s)
127(3) of the *Corporations Act 2001*:)

DocuSigned by:

Signature of Director
Grace Ciorciari
Print full name

DocuSigned by:

Signature of Director/Company Secretary
John Agostinelli
Print full name



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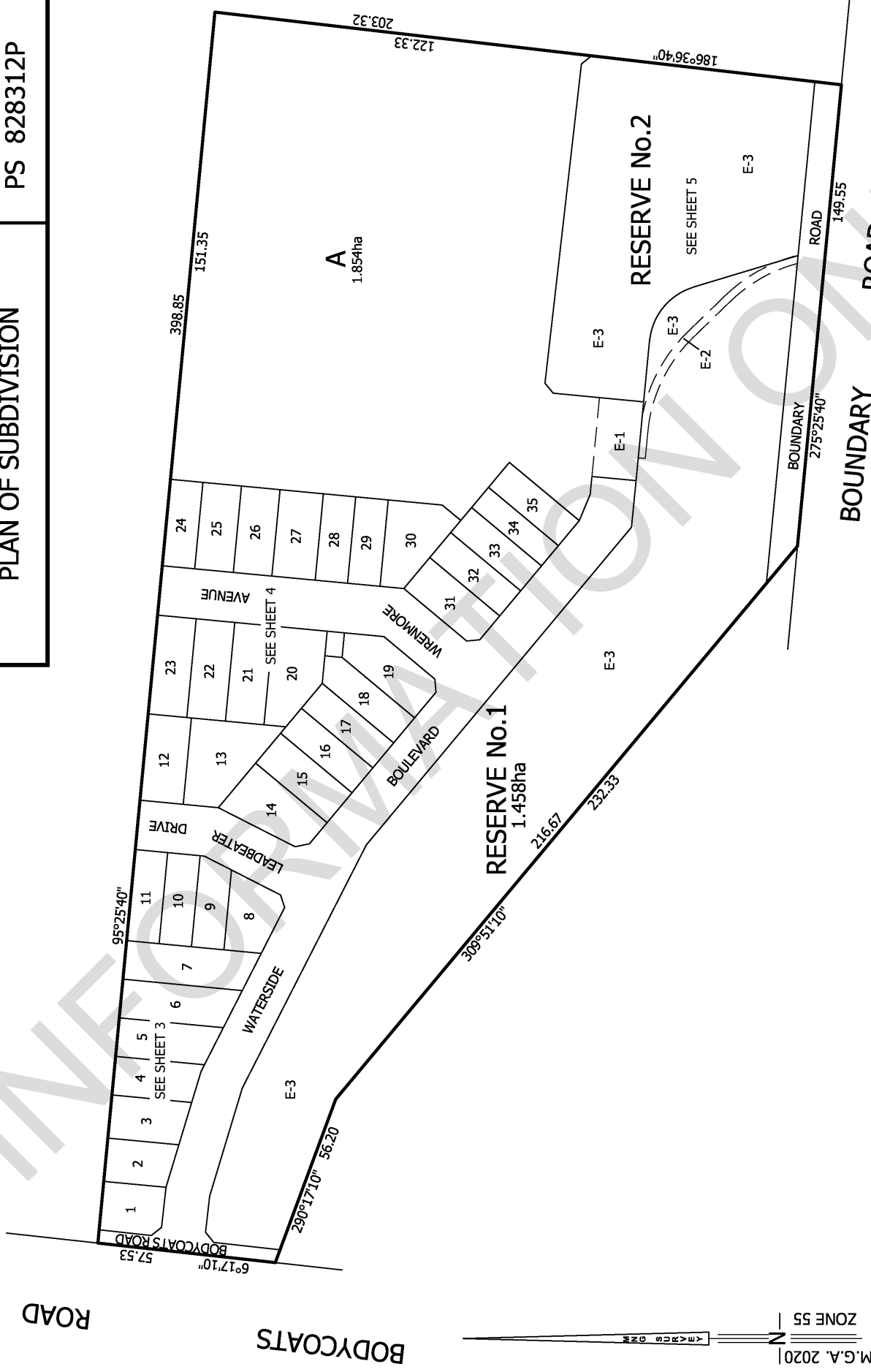
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PLAN OF SUBDIVISION		LV USE ONLY EDITION 1	PLAN NUMBER PS 828312P	
<p style="text-align: center;">LOCATION OF LAND</p> <p>PARISH: KALKALLO</p> <p>TOWNSHIP: -</p> <p>SECTION: -</p> <p>CROWN ALLOTMENT: -</p> <p>CROWN PORTION: 5 (PART)</p> <p>TITLE REFERENCES: Vol. 9352 Fol. 804</p> <p>LAST PLAN REFERENCE/S: LP127704 (LOT 2)</p> <p>POSTAL ADDRESS: 90 Boundary Road (At time of subdivision) WOLLERT, 3750</p> <p>MGA2020 Co-ordinates E 325 300 (of approx centre of land in plan) N 5 837 680 ZONE 55</p>		<p>Council Name: Whittlesea City Council</p> <p>Council Reference Number: 610413 Planning Permit Reference: 717880 SPEAR Reference Number: S164558P</p> <p>Certification</p> <p>This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6 of the Subdivision Act 1988: 04/02/2022</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification</p> <p>Digitally signed by: Courtney Sheridan Turner for Whittlesea City Council on 16/09/2022</p> <p>Statement of Compliance issued: 06/05/2024</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance</p>		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	<p>FOR RESTRICTION A AFFECTING LOTS 1-35 (ALL INCLUSIVE) SEE SHEET 6</p> <p>FOR RESTRICTION B AFFECTING LOTS 1-8, 10-23, 25-27, 30-33 AND 35 (ALL INCLUSIVE) SEE SHEET 6</p> <p>FOR RESTRICTION C AFFECTING LOTS 9, 24, 28, 29 and 34 SEE SHEET 6</p> <p>FOR RESTRICTION D AFFECTING LOTS 1-35 (ALL INCLUSIVE) SEE SHEET 6</p> <p>OTHER PURPOSE OF THIS PLAN:</p> <p>REMOVAL OF DRAINAGE AND SEWERAGE EASEMENT SHOWN AS E-2 ON LP127704</p> <p>REMOVAL OF DRAINAGE EASEMENT SHOWN AS E-1, E-3 & E-4 ON LP127704</p> <p>GROUND'S FOR REMOVAL:</p> <p>BY AGREEMENT OF ALL INTERESTED PARTIES PURSUANT TO SECTION 6 (1) (k) (iii) OF THE SUBDIVISION ACT 1988.</p> <p>WARNING: The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958</p>		
ROAD R1	CITY OF WHITTLESEA			
ROAD R2	CITY OF WHITTLESEA			
RESERVE No.1	CITY OF WHITTLESEA	NOTATIONS		
RESERVE No.2	CITY OF WHITTLESEA			
RESERVE No.3	AUSNET ELECTRICITY SERVICES PTY LTD			
NOTATIONS		<p>DEPTH LIMITATION DOES NOT APPLY</p> <p>STAGING This is/is not a staged subdivision. Planning permit No. 717880</p> <p>SURVEY. THIS PLAN IS/IS NOT BASED ON SURVEY.</p> <p>THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s): KALKALLO PM 43</p> <p>FINDONVIEW - 1 4.215ha</p> <p style="text-align: right;">35 LOTS</p>		
<p>DEPTH LIMITATION DOES NOT APPLY</p> <p>STAGING This is/is not a staged subdivision. Planning permit No. 717880</p> <p>SURVEY. THIS PLAN IS/IS NOT BASED ON SURVEY.</p> <p>THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s): KALKALLO PM 43</p> <p>FINDONVIEW - 1 4.215ha</p> <p style="text-align: right;">35 LOTS</p>				
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 E-1	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	THIS PLAN THIS PLAN	CITY OF WHITTLESEA YARRA VALLEY WATER CORPORATION
E-2 E-2	SEWERAGE CREATION & MAINTENANCE OF WETLANDS, FLOODWAYS & DRAINAGE AS SPECIFIED & SET-OUT IN MEMORANDUM OF COMMON PROVISIONS No. AA2741	SEE PLAN SEE PLAN	THIS PLAN THIS PLAN	YARRA VALLEY WATER CORPORATION MELBOURNE WATER CORPORATION
E-3	CREATION & MAINTENANCE OF WETLANDS, FLOODWAYS & DRAINAGE AS SPECIFIED & SET-OUT IN MEMORANDUM OF COMMON PROVISIONS No. AA2741	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION
 <p>MC MULLEN NOLAN GROUP 31/574 Plummer Street Port Melbourne VIC 3207 Tel: (03) 7002 2200 Fax: (08) 7002 2299 Email: info@mngsurvey.com.au</p>		<p>SURVEYOR REF: 80006PS-007E.DWG</p> <p>Digitally signed by: Matthew Barry Dunn, Licensed Surveyor, Surveyor's Plan Version (4), 21/07/2022, SPEAR Ref: S164558P</p>	<p>ORIGINAL SHEET SIZE: A3</p> <p>PLAN REGISTERED TIME: 9:57 AM DATE: 23/05/2024 R. Rusan Assistant Registrar of Titles</p>	<p>SHEET 1 OF 6</p>

PLAN OF SUBDIVISION

PLAN NUMBER
PS 828312P



ROAD

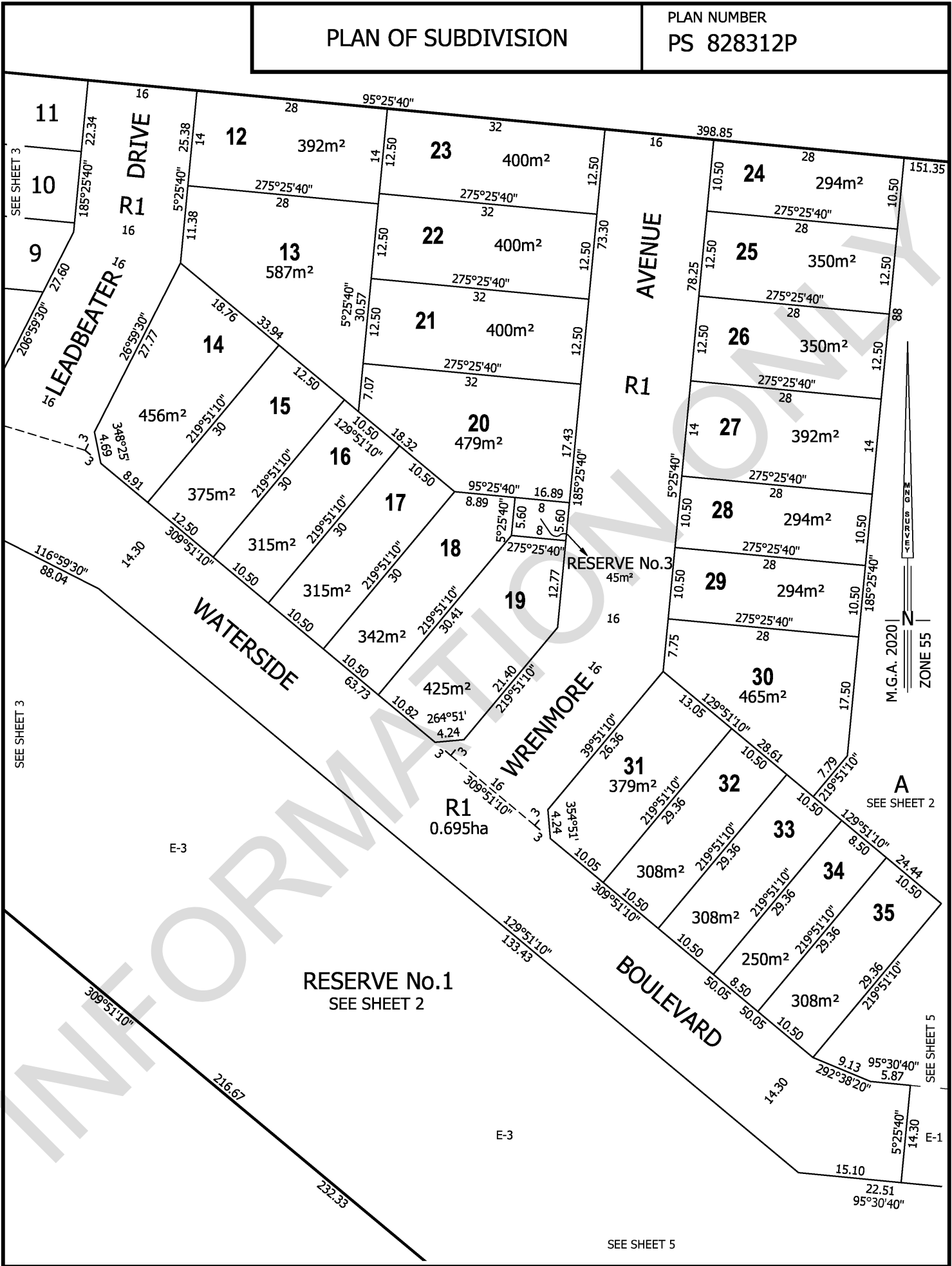
BODYCOATS



<p>MNG.</p> <p>MC MULLEN NOLAN GROUP 31/574 Plummer Street Port Melbourne VIC 3207 Tel: (03) 7002 2200 Fax: (03) 7002 2200 Email: info@mngsurvey.com.au MNG Ref: 80006PS-007E.DWG</p>	<p>Scale 1:1250</p>	<p>Scale 12.5 0 12.5 25 37.5 50 LENGTHS ARE IN METRES</p>	<p>Original Sheet Size A3</p>	<p>Sheet 2</p>
	<p>Digitally signed by: Matthew Barry Dunn, Licensed Surveyor, Surveyor's Plan Version (4), 21/07/2022, SPEAR Ref: S164558P</p> <p>Digitally signed by: Whittlesea City Council, 16/09/2022, SPEAR Ref: S164558P</p>			

PLAN OF SUBDIVISION

PLAN NUMBER
PS 828312P



M.G.A. 2020
ZONE 55

A
SEE SHEET 2

SEE SHEET 5

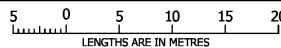
RESERVE No.1
SEE SHEET 2

SEE SHEET 5



MC MULLEN NOLAN GROUP
31/574 Plummer Street
Port Melbourne VIC 3207
Tel: (03) 7002 2200
Fax: (08) 7002 2299
Email: info@mngsurvey.com.au
MNG Ref: 80006PS-007E.DWG

SCALE
1:500



ORIGINAL SHEET
SIZE: A3

SHEET 4

Digitally signed by: Matthew Barry Dunn, Licensed Surveyor,
Surveyor's Plan Version (4),
21/07/2022, SPEAR Ref: S164558P

Digitally signed by:
Whittlesea City Council,
16/09/2022,
SPEAR Ref: S164558P

PLAN OF SUBDIVISION

PLAN NUMBER
PS 828312P

SUBDIVISION ACT 1988

Creation of Restriction A

Upon registration of this plan the following restriction is created.

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Land to benefit & to be burdened

Lots 1 to 35 (all inclusive)

Description of Restriction

The registered proprietor or proprietors for the time being for any burdened lot shall not:

- (i) build or allow to be built a dwelling that does not include dual plumbing for the use of recycled water in toilet flushing and garden watering

Expiry

This restriction ceases to have effect following after either:

- (i) The issue of an occupancy permit under the Building Act 1993 (or similar) in respect of a building on every residential lot on this plan.
- (ii) 30th June 2030.

Creation of Restriction B

Upon registration of this plan the following restriction is created.

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Land to benefit

Lots 1 to 35 (all inclusive)

Land to be burdened

Lots 1 to 8, 10-23, 25-27, 30-33 & 35 (All inclusive)

Description of Restriction

The registered proprietor or proprietors for the time being for any burdened lot shall not:

- (i) on a corner lot, build or allow to be built a dwelling where the first level facing the side street is constructed less than 900mm from the ground level wall
- (ii) build or allow to be built a dwelling where the garage is less than 5 metres from the front boundary of the lot

Expiry

This restriction ceases to have effect following after either:

- (i) The issue of an occupancy permit under the Building Act 1993 (or similar) in respect of a building on every residential lot on this plan.
- (ii) 30th June 2030.

Creation of Restriction C

Upon registration of this plan the following restriction is created.

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Land to benefit & to be burdened

The land is burdened and benefited in accordance with the following tables of burdened and benefited land

Table 1 of Land Burdened & Land Benefited

BURDENED LOT No.	BENEFITTING LOTS
24	25
28	27, 29
29	28, 30

Table 2 of Land Burdened & Land Benefited

BURDENED LOT No.	BENEFITTING LOTS
9	7, 8, 10
34	33, 35

Description of Restriction

Upon registration of this plan the following restriction is created.

The registered proprietor or proprietors for the time being for any burdened lot on this plan in the table as a lot subject to the "Small Lot Housing Code" must not build or permit to be built or remain on the lot any building or structure that has been constructed in accordance with the "Small Lot Housing Code" unless in accordance with a Planning Permit granted to construct a dwelling on the lot.

For the purposes of assessment against the Small Lot Housing Code;

All Burdened lots in table 1 are to be assessed as Type A Lots & All Burdened lots in table 2 are to be assessed as Type B Lots

Expiry

This restriction ceases to have effect following after either:

- (i) The issue of an occupancy permit under the Building Act 1993 (or similar) in respect of a building on every residential lot on this plan.
- (ii) 30th June 2030.

Creation of Restriction D

Upon registration of this plan the following restriction is created.

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Land to be burdened

Lots 1 to 35 (both inclusive)

Land to benefit

Lots 1 to 35 (both inclusive)

Description of Restriction

Except with the written consent of the Responsible Authority, the burdened lot shall not:

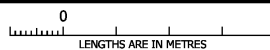
- (1) Build or erect or permit to be built or erected or remain on the burdened lot or on any part of it, any building or structure other than in accordance with the provisions of Memorandum of Common Provisions registered in dealing number AA6733

Expiry

This restriction ceases to have effect following the latter of:

- (i) The issue of an occupancy permit under the Building Act 1993 (or similar) in respect of a building on every residential lot on this plan.
- (ii) 30th June 2030.

SCALE



ORIGINAL SHEET
SIZE: A3

SHEET 6



MC MULLEN NOLAN GROUP
31/574 Plummer Street
Port Melbourne VIC 3207
Tel: (03) 7002 2200
Fax: (08) 7002 2299
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Digitally signed by: Matthew Barry Dunn, Licensed Surveyor,
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21/07/2022, SPEAR Ref: S164558P

Digitally signed by:
Whittlesea City Council,
16/09/2022,
SPEAR Ref: S164558P

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1127270

APPLICANT'S NAME & ADDRESS

JURIS NEXUS LAWYERS C/- LANDATA
MELBOURNE

VENDOR

18 FINDONVIEW PTY LTD

PURCHASER

FOR INFORMATION, INFORMATION
PURPOSE

REFERENCE

2504WY014

This certificate is issued for:

LOT 18 PLAN PS828312 ALSO KNOWN AS 25 WATERSIDE BOULEVARD WOLLERT
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 5
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 16
- and MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE CONTRIBUTION - FOR MORE INFORMATION GO TO THE WEBSITE
(<https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-legislation/growth-areas-infrastructure-contribution>)

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

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

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

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

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

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

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

06 April 2025

Sonya Kilkenny
Minister for Planning

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

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

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

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



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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.

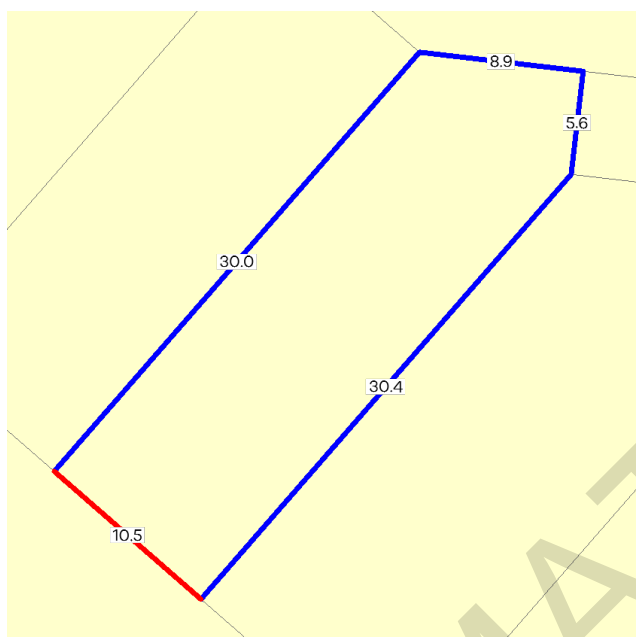
PROPERTY DETAILS

Address: **25 WATERSIDE BOULEVARD WOLLERT 3750**
Lot and Plan Number: **Lot 18 PS828312**
Standard Parcel Identifier (SPI): **18\PS828312**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1245364**
Directory Reference: **Melway 389 A7**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 342 sq. m

Perimeter: 85 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



 Selected Property

 Water course

From www.planning.vic.gov.au at 06 April 2025 05:19 PM

PROPERTY DETAILS

Address: **25 WATERSIDE BOULEVARD WOLLERT 3750**
 Lot and Plan Number: **Lot 18 PS828312**
 Standard Parcel Identifier (SPI): **18\PS828312**
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 Council Property Number: **1245364**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 389 A7**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

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

[View location in VicPlan](#)

Note

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

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

Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 5 \(UGZ5\)](#)



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

Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 16 \(DCPO16\)](#)



Growth Area Infrastructure Contribution

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



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Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
 Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

Melbourne Strategic Assessment

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



Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

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

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



Further Planning Information

Planning scheme data last updated on 03 April 2025.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

37.07
31/07/2018
VC148

URBAN GROWTH ZONE

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

Purpose

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

To manage the transition of non-urban land into urban land in accordance with a precinct structure plan.

To provide for a range of uses and the development of land generally in accordance with a precinct structure plan.

To contain urban use and development to areas identified for urban development in a precinct structure plan.

To provide for the continued non-urban use of the land until urban development in accordance with a precinct structure plan occurs.

To ensure that, before a precinct structure plan is applied, the use and development of land does not prejudice the future urban use and development of the land.

Application of provisions

Part A – No precinct structure plan applies

The provisions of Clauses 37.07-1 to 37.07-8 apply if no precinct structure plan applies to the land.

Part B – Precinct structure plan applies

The provisions of Clauses 37.07-9 to 37.07-16 apply if a precinct structure plan applies to the land.

Precinct structure plan provisions

A precinct structure plan applies to land when the precinct structure plan is incorporated in this scheme.

37.07-1
14/01/2025
VC237

Part A – Provisions For Land Where No Precinct Structure Plan Applies

Table of uses

Section 1 – Permit not required

Use	Condition
<p>Agriculture (other than Animal production, Apiculture, Domestic animal husbandry, Racing dog husbandry, Rice growing and Timber production)</p>	
<p>Automated collection point</p>	<p>Must meet the requirements of Clause 52.13-3 and 52.13-5. The gross floor area of all buildings must not exceed 50 square metres.</p>

WHITTLESEA PLANNING SCHEME

Use	Condition
Bed and breakfast	<p>No more than 10 persons may be accommodated away from their normal place of residence.</p> <p>At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.</p>
Dwelling (other than Bed and breakfast)	<p>Must be the only dwelling on the lot.</p> <p>The lot must be at least 40 hectares.</p> <p>Must meet the requirements of Clause 37.07-2.</p>
Grazing animal production	
Home based business	
Informal outdoor recreation	
Poultry farm	<p>Must be no more than 100 poultry (not including emus or ostriches).</p> <p>Must be no more than 10 emus and ostriches.</p>
Primary produce sales	<p>Must not be within 100 metres of a dwelling in separate ownership.</p> <p>The area used for the display and sale of primary produce must not exceed 50 square metres.</p>
Railway	
Rural industry (other than Abattoir and Sawmill)	<p>Must not have a gross floor area more than 200 square metres.</p> <p>Must not be within 100 metres of a dwelling in separate ownership.</p> <p>Must not be a purpose shown listed in the table to Clause 53.10 with no threshold distance specified.</p> <p>The land must be at least the following distances from land (not a road) which is in an Activity Centre Zone, Capital City Zone, Commercial 1 Zone, Docklands Zone, residential zone or Rural Living Zone, land used for a hospital, an education centre or a corrective institution or land in a Public Acquisition Overlay to be acquired for a hospital, an education centre or a corrective institution:</p> <ul style="list-style-type: none"> ▪ The threshold distance, for a purpose listed in the table to Clause 53.10. ▪ 30 metres, for a purpose not listed in the table to Clause 53.10. <p>Must not:</p> <ul style="list-style-type: none"> ▪ Exceed a fire protection quantity under the Dangerous Goods (Storage and Handling) Regulations 2022. ▪ Require a notification under the Occupational Health and Safety Regulations 2017. ▪ Require a licence under the Dangerous Goods (Explosives) Regulations 2011. ▪ Require a licence under the Dangerous Goods (HCDG) Regulations 2016.

WHITTLESEA PLANNING SCHEME

Use	Condition
Rural store	<p>Must be used in conjunction with Agriculture.</p> <p>Must be in a building, not a dwelling, and have a gross floor area of less than 100 square metres.</p> <p>Must be the only Rural store on the lot.</p>
Small second dwelling	<p>Must be no more than one dwelling existing on the lot.</p> <p>Must be the only small second dwelling on the lot.</p> <p>Reticulated natural gas must not be supplied to the building, or part of a building, used for the small second dwelling.</p> <p>Must meet the requirements of Clause 37.07-2.</p>
Tramway	
Any use listed in Clause 62.01	Must meet the requirements of Clause 62.01

Section 2 – Permit required

Use	Condition
Abattoir	
Animal production (other than Grazing animal production, Intensive animal production and Poultry farm)	
Broiler farm - if the Section 1 condition to Poultry farm is not met	Must be no more than 10,000 chickens.
Camping and caravan park	
Car park	Must be used in conjunction with another use in Section 1 or 2.
Cemetery	
Crematorium	
Display home centre	
Domestic animal boarding	
Domestic animal husbandry (other than Domestic animal boarding)	Must be no more than 5 animals.
Dwelling (other than Bed and breakfast) – if the Section 1 conditions are not met	<p>Must be no more than 2 dwellings on the lot.</p> <p>Must meet the requirements of Clause 37.07-2.</p>
Education centre (other than child care centre)	

WHITTLESEA PLANNING SCHEME

Use	Condition
Emergency services facility	
Freeway service centre	Must meet the requirements of Clause 53.05.
Industry (other than Automated collection point and Rural Industry)	
Racing dog husbandry	Must be no more than 5 animals.
Trade supplies	
Utility installation (other than Minor utility installation and Telecommunications facility)	
Veterinary centre	
Warehouse (other than Rural store)	
Winery	
Any other use not in Section 1 or 3	

Section 3 - Prohibited

Use
Accommodation (other than Bed and breakfast, Camping and caravan park, Dwelling, Group accommodation, Host farm, Residential hotel and Small second dwelling)
Amusement parlour
Child care centre
Cinema based entertainment facility
Intensive animal production
Nightclub
Office (other than Medical centre and Real estate agency)
Renewable energy facility
Retail premises (other than Landscape gardening supplies, Manufacturing sales, Market, Primary produce sales, Restaurant and Trade supplies)
Saleyard
Small second dwelling - if the Section 1 condition is not met

Use

Timber production

37.07-2
14/12/2023
VC253

Use of land for a dwelling or small second dwelling

A lot used for a dwelling or small second dwelling must meet the following requirements:

- Access to the dwelling or small second dwelling must be provided via an all-weather road with dimensions adequate to accommodate emergency vehicles.
- Each dwelling or small second dwelling must be connected to reticulated sewerage, if available. If reticulated sewerage is not available, all wastewater from each dwelling must be treated and retained within the lot in accordance with the requirements of the Environment Protection Regulations under the *Environment Protection Act 2017* for an on-site wastewater management system.
- The dwelling or small second dwelling must be connected to a reticulated potable water supply or have an alternative potable water supply with adequate storage for domestic use as well as for fire fighting purposes.
- The dwelling or small second dwelling must be connected to a reticulated electricity supply or have an alternative energy source.

37.07-3
14/12/2023
VC253

Subdivision

A permit is required to subdivide land.

Each lot must be at least 40 hectares.

A permit may be granted to create smaller lots if any of the following apply:

- The subdivision is to create a lot for an existing dwelling. The subdivision must be a two lot subdivision.
- The subdivision is the re-subdivision of existing lots and the number of lots is not increased.
- The subdivision is by a public authority or utility service provider to create a lot for a utility installation.

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

37.07-4
14/12/2023
VC253

Buildings and works

A permit is required to construct or carry out any of the following:

- A building or works associated with a use in Section 2 of Clause 37.07-1. This does not apply to:
 - An alteration or extension to an existing dwelling provided the floor area of the alteration or extension is no more than 100 square metres.
 - An out-building associated with an existing dwelling provided the floor area of the out-building is not more than 100 square metres.
 - An alteration or extension to an existing building used for agriculture provided the floor area of the alteration or extension is no more than 200 square metres. The building must not be used to keep, board, breed or train animals.
- Earthworks which change the rate of flow or the discharge point of water across a property boundary.
- Earthworks which increase the discharge of saline water.

- A building which is within any of the following setbacks:
 - 100 metres from a road in a Transport Zone 2 or land in a Public Acquisition Overlay if the Head, Transport for Victoria is the acquiring authority; and the purpose of the acquisition is for a road.
 - 40 metres from a road in a Transport Zone 3 or land in a Public Acquisition Overlay if the Head, Transport for Victoria is not the acquiring authority.
 - 20 metres from any other road.
 - 5 metres from any other boundary.
 - 100 metres from a dwelling or small second dwelling not in the same ownership.
 - 100 metres from a waterway, wetlands or designated flood plain.
- Permanent or fixed feeding infrastructure for seasonal or supplementary feeding for grazing animal production constructed within 100 metres of:
 - A waterway, wetland or designated flood plain.
 - A dwelling or small second dwelling not in the same ownership.
 - A residential zone or urban growth zone where a precinct structure plan applies.

37.07-5
08/08/2019
VC159

Referral of applications

An application of the kind listed below must be referred in accordance with section 55 of the Act to the referral authority specified in Clause 66.03.

- An application to use or develop land for any of the following:
 - Display home centre.
 - Education centre.
 - Hospital.
 - Industry.
 - Medical centre.
 - Place of worship.
 - Real estate agency.
 - Warehouse.
- An application to subdivide land to create a lot smaller than 40 hectares in area.

37.07-6
04/05/2022
VC210

Environmental audit

Before a pre-school centre, primary school or secondary school commences on potentially contaminated land, or before the construction or carrying out of buildings and works in association with a pre-school centre, primary school or secondary school commences on potentially contaminated land:

- A preliminary risk screen assessment statement in accordance with the *Environment Protection Act 2017* must be issued stating that an environmental audit is not required for the use or proposed use; or
- An environmental audit statement under Part 8.3 of the *Environment Protection Act 2017* must be issued stating that the land is suitable for the use or proposed use; or
- A certificate of environmental audit must be issued for the land in accordance with Part IXD of the *Environment Protection Act 1970* ; or

- A statement of environmental audit must be issued for the land in accordance with Part IXD of the *Environment Protection Act 1970* stating that the environmental conditions of the land are suitable for the use or proposed use.

The requirement for a preliminary risk screen assessment statement, an environmental audit statement, a certificate of environmental audit or a statement of environmental audit in this provision does not apply to the construction or carrying out of buildings and works, if:

- The buildings and works are associated with an existing pre-school centre, primary school or secondary school, included in Clause 62.02-1 or 62.02-2, and the soil is not disturbed;
- The buildings and works are required by the Environment Protection Authority or an environmental auditor appointed under the *Environment Protection Act 2017* to make the site suitable for use; or
- The buildings and works are reasonably required by an environmental auditor appointed under the *Environment Protection Act 2017* or the *Environment Protection Act 1970* to undertake a preliminary risk screen assessment or environmental audit.

37.07-7
31/07/2018
VC148

Decision guidelines

Before deciding on an application to use or subdivide land, construct a building or construct or carry out works, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- The effect on the future urban development and use of the land, and adjacent or nearby land, having regard to:
 - Any relevant Growth Corridor Framework Plan.
 - Any precinct structure plan being prepared for the area.
 - Any comments or directions of the referral authority.
- Whether the proposal will prejudice the logical, efficient and orderly future urban development of the land, including the development of roads, public transport and other infrastructure.
- The capability of the land to accommodate the proposed use or development, including the disposal of effluent.
- How the use or development relates to sustainable land management.
- Whether the site is suitable for the use or development.
- The impact of the siting, design, height, bulk, colours and materials to be used on the natural environment, major roads, vistas and water features, future urban use of the land, and the measures to be undertaken to minimise any adverse impacts.
- The impact on the character and appearance of the area or features of architectural, historic or scientific significance or of natural scenic beauty or importance.
- The location and design of existing and proposed infrastructure including roads, public transport, walking and cycling networks, gas, water, drainage, telecommunications and sewerage facilities.
- Whether the use and development will require new or upgraded infrastructure, including traffic management measures.

37.07-8
31/07/2018
VC148

Signs

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

Despite the provisions of Clause 52.05-13, a permit may be granted, for a period of not more than 5 years, to display a sign that promotes the sale of land or dwellings.

37.07-9
14/01/2025
VC237

Part B – Provisions For Land Where A Precinct Structure Plan Applies

Use of land

Any requirement in the Table of uses and any requirement specified in the schedule to this zone must be met.

A permit granted must be generally in accordance with the precinct structure plan applying to the land.

Table of uses

Section 1 – Permit not required

Use	Condition
Any use in Section 1 of a zone applied by the schedule to this zone	<p>Must comply with any condition opposite the use in Section 1 of the applied zone.</p> <p>Must comply with any condition or requirement specified in the schedule to this zone or in the precinct structure plan.</p>
Any use specified in the schedule to this zone as a use for which a permit is not required	Must comply with any condition or requirement specified in the schedule to this zone or in the precinct structure plan.

Section 2 – Permit required

Use	Condition
Any use in Section 2 of a zone applied by the schedule to this zone	<p>Must comply with any condition opposite the use in Section 2 of the applied zone.</p> <p>Must comply with any condition or requirement specified in the schedule to this zone or in the precinct structure plan.</p>
Any use specified in the schedule to this zone as a use for which a permit is required	Must comply with any condition or requirement specified in the schedule to this zone or in the precinct structure plan.
Any other use not in Section 1 or 3	

Section 3 – Prohibited

Use
Any use in Section 3 of a zone applied by the schedule to this zone
Any use specified in the schedule to this zone as a use which is prohibited

37.07-10
14/12/2023
VC253

Subdivision of land

A permit is required to subdivide land. Any requirement in the schedule to this zone or the precinct structure plan must be met.

A permit granted must:

- Be generally in accordance with the precinct structure plan applying to the land.

- Include any conditions or requirements specified in the schedule to this zone or the precinct structure plan.

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

37.07-11

23/09/2011
VC77

Buildings and works

If the schedule to this zone specifies:

- That the provisions of a zone apply to the development of land, the provisions of the zone apply to land in the circumstances specified in the schedule.
- Provisions relating to the development of land, those provisions apply to land in the circumstances specified in the schedule.

If the schedule to this zone specifies that a permit is required to construct a building or construct or carry out works, a permit granted must:

- Be generally in accordance with the precinct structure plan applying to the land.
- Include any conditions or requirements specified in the schedule to this zone or the precinct structure plan.

37.07-12

10/06/2008
VC48

Application requirements

An application to use or subdivide land, construct a building or construct or carry out works, must be accompanied by any information specified in the schedule to this zone.

37.07-13

25/05/2017
VC133

Exemption from notice and review

An application under any provision of this scheme which is generally in accordance with the precinct structure plan applying to the land is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act, unless the schedule to this zone specifies otherwise.

37.07-14

31/07/2018
VC148

Decision guidelines

Before deciding on an application to use or subdivide land, construct a building or construct or carry out works, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- Any relevant Growth Area Framework Plan.
- The precinct structure plan applying to the land, including the vision and objectives of the precinct structure plan.
- Any guidelines in the schedule to this zone.

37.07-15

10/06/2008
VC48

Inconsistencies between specific and applied zone provisions

If there is an inconsistency between the specific provisions specified in the schedule to this zone and the provisions of a zone applied by the schedule to this zone, the specific provisions prevail to the extent of any inconsistency.

37.07-16

31/07/2018
VC148

Signs

Sign requirements are at Clause 52.05. This zone is in the category specified in the schedule to this zone or, if no category is specified, Category 3.

2.0
27/05/2019
C239wsea

Use and development

2.1
27/05/2019
C239wsea

The land

The use and development provisions specified in this schedule apply to the land within the ‘precinct area’ on Plan 1 of this schedule and shown as UGZ5 on the planning scheme maps.

Note: If land shown on Plan 1 is not zoned UGZ, the provisions of this zone do not apply.

2.2
20/01/2022
VC205

Applied zone provisions

The provisions of the following zones in this scheme apply to the use and subdivision of the land, the construction of a building, construction or carrying out of works as set out in Table 1.

Table 1: Applied zone provisions

Land use or development (carried out or proposed) generally in accordance with the precinct structure plan applying to the land.	Applied zone provisions
Arterial road	Clause 36.04 – Transport Zone 2
Bulky goods/ restricted retail	Clause 34.02 – Commercial 2 Zone
General light industrial	Clause 33.01 – Industrial 1 Zone
Local convenience centre Town centre Community facility adjacent to town centre on Boundary road	Clause 34.01 – Commercial 1 Zone
Residential on a lot wholly within a walkable catchment	Clause 32.07 – Residential Growth Zone
All other land	Clause 32.08 – General Residential Zone

2.3
20/01/2022
VC205

Reference to a planning scheme zone is a reference to an applied zone

A reference to a planning scheme zone in an applied zone must be read as if it were a reference to an applied zone under this schedule.

Note: e.g. The General Residential Zone specifies ‘Car wash’ as a Section 2 Use with the condition, ‘The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.’ In this instance the condition should be read as, ‘The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3 or an applied Transport Zone 2 or Transport Zone 3 in the Urban Growth Zone schedule applying to the land’.

2.4
12/10/2017
C210

Specific provisions – Use of land

The following provisions apply to the use of the land.

Table 2: Use

Use	Requirement
Aged care facility	A permit is required to use land for an aged care facility for land shown within the east-west and north-south gas pipeline buffer on Plan 5 of the <i>Wollert Precinct Structure Plan, June 2017</i> .
Child care centre where the applied zone is Industrial 1 Zone	Prohibited

WHITTLESEA PLANNING SCHEME

Use	Requirement
Primary school	<p>A permit is not required to use land for a Primary school on land shown as Potential Non-Government School.</p> <p>A permit is not required to use land for a Primary school on land shown as Potential Non-Government P-12 School.</p>
Secondary school	<p>A permit is not required to use land for a Secondary school on land shown as Potential Non-Government School.</p> <p>A permit is not required to use land for a Secondary school on land shown as Potential Non-Government P-12 School.</p>
Office where the applied zone is Industrial 1 Zone	<p>A permit is required to use land for an office if the floor area exceeds 100 square metres.</p>
Shop where the applied zone is Commercial 1 Zone	<p>A permit is required to use land for a shop if the combined leasable floor area of all shops exceeds:</p> <ul style="list-style-type: none"> ▪ 25,000 square metres for land shown as Major Town Centre in the incorporated <i>Wollert Precinct Structure Plan, June 2017</i> . ▪ 5,000 square metres for land shown as South-West Local Town Centre in the incorporated <i>Wollert Precinct Structure Plan, June 2017</i> . ▪ 2,200 square metres for land shown as North Local Town Centre in the incorporated <i>Wollert Precinct Structure Plan, June 2017</i> . ▪ 500 square metres for land shown as Convenience Centre in the incorporated <i>Wollert Precinct Structure Plan, June 2017</i> .
Shop where the applied zone is Commercial 2 Zone	<p>A permit is required to use land for a restricted retail premises if the combined leasable floor area of all restricted retail premises exceeds:</p> <ul style="list-style-type: none"> ▪ 30,000 square metres for land shown as Bulky goods/Restricted retail in the incorporated <i>Wollert Precinct Structure Plan, June 2017</i> . <p>A permit is required to use land for a supermarket with a leasable floor area exceeding 500 square metres.</p>
Shop where the applied zone is Residential Growth Zone	<p>The leasable floor area must not exceed 100 square metres</p>
Accommodation, Aged care facility, Child care centre, Education centre, Place of assembly, Retail premises, Cinema based entertainment facility or Hospital where the applied zone is General residential zone and land is within the potential future gas fired power station buffer area	<p>A permit is required to use land.</p>

2.5
12/10/2017
C210

Specific provision – Use and development of future local parks and community facilities

A permit is not required to use or develop land shown in the incorporated *Wollert Precinct Structure Plan, June 2017* as local park or community facilities provided the use or development is carried out generally in accordance with the incorporated *Wollert Precinct Structure Plan, June 2017* and with the prior written consent of the City of Whittlesea.

2.6
28/11/2024
GC206

Specific provision – Dwellings on a lot less than 300 square metres

A permit is not required to construct or extend one dwelling on a lot of less than 300 square metres, if either of the following apply:

- There is a restriction registered on the plan of subdivision identifying the lot as a lot to which the *Small Lot Housing Code* (Victorian Planning Authority, November 2019) applies and the development complies with the *Small Lot Housing Code* (Victorian Planning Authority, November 2019) incorporated into this planning scheme.
- There is a restriction registered on the plan of subdivision identifying the lot as a lot to which the *Small Lot Housing Code* (Victorian Planning Authority, November 2024) applies and the development complies with the *Small Lot Housing Code* (Victorian Planning Authority, November 2024) incorporated into this planning scheme.

2.7
27/05/2019
C239wsea

Specific provision – Land adjacent to Broiler farm at 160 Bodycoats Road, Wollert – Odour Environmental Risk Assessment

While the broiler farm at 160 Bodycoats Road, Wollert continues to operate, an application to develop land for a sensitive use (including accommodation, child care centre, kindergarten, primary school or public open space) located within the 250 metre ‘directional buffer’ surrounding the broiler farm shown on Plan 1 of this Schedule and Plan 2 – Future Urban Structure in the incorporated *Wollert Precinct Structure Plan, June 2017* must be accompanied by an Odour Environmental Risk Assessment prepared by a suitably experienced and qualified person to the satisfaction of the responsible authority, in consultation with the Environment Protection Authority. The Odour Environmental Risk Assessment must be prepared in accordance with the *State Environment Protection Policy (Air Quality Management)* and acknowledge the existing broiler farm operations and assess the potential adverse amenity impacts of the broiler farm on the future proposed sensitive use of the land.

If the responsible authority, after consulting the Environment Protection Authority, determines that there are likely to be odour levels arising from the broiler farm which would have a detrimental impact on the amenity of the sensitive use, the land must not be developed for sensitive uses.

2.8
27/05/2019
C239wsea

Specific provision – Referral of applications near the Quarry at 90 Bridge Inn Road, Wollert

An application to subdivide land, construct a building and/or construct or carry out works on land identified as ‘construction restrictions apply’ on Plan 1 of this Schedule must be referred in accordance with Section 55 of the *Planning and Environment Act 1987* to the Secretary to the Department administering the *Mineral Resources (Sustainable Development) Act 1990*.

2.9
27/05/2019
C239wsea

Specific provision – Applications for land within the Wollert Landfill and Quarry Buffer

Any application to subdivide, use or develop land within the Wollert Landfill and Quarry Buffer and the Odour Buffer as shown on Plan 1 of this Schedule, must demonstrate compliance with the *Best Practice Environmental Management: Siting Design, Operation and rehabilitation of Landfills* (Environment Protection Authority, 2014 – Publication 788.2), to the satisfaction of the responsible authority, in consultation with the Environment Protection Authority.

2.10
12/10/2017
C210

Specific provision – Wollert Major Town Centre Urban Design Framework

A permit must not be granted to use or develop land, including subdivision, on land shown as the Wollert Major Town Centre in Figure 4 of the incorporated *Wollert Precinct Structure Plan, June 2017* until an urban design framework for the centre has been prepared to the satisfaction of the responsible authority and the Victorian Planning Authority.

An urban design framework approved under this schedule must be generally in accordance with the incorporated *Wollert Precinct Structure Plan, June 2017* applying to the land.

An application to use or develop land, including subdivision, within the Wollert Major Town Centre in Figure 4 of the incorporated *Wollert Precinct Structure Plan, June 2017* must be consistent with any urban design framework approved under this schedule.

A permit may be granted to use or develop land, including subdivision, prior to the approval of an urban design framework if, in the opinion of the responsible authority, the permit would be generally in accordance with the requirements and guidelines for the urban design framework in Part 3.3 of the incorporated *Wollert Precinct Structure Plan, June 2017* and the permit implements the objectives for the Major Town Centre as set out in Part 2.0 of the incorporated *Wollert Precinct Structure Plan, June 2017*.

The responsible authority may allow an urban design framework to be prepared in stages.

The urban design framework may be amended to the satisfaction of the responsible authority and the Victorian Planning Authority.

2.11
23/02/2017
C187

Specific provision – Referral of applications – Wollert Major Town Centre

An application to subdivide land, or construct a building or carry out works (where the value of those works is in excess of \$500,000) on land in the Wollert Major Town Centre must be referred in accordance with Section 55 of the *Planning and Environment Act 1987* to the Victorian Planning Authority.

2.12
23/02/2017
C187

Specific provision – Referral of applications – Local Town Centre

An application to subdivide land, or construct a building or carry out works (where the value of those works is in excess of \$500,000) on land in a Local Town Centre must be referred in accordance with section 55 of the *Planning and Environment Act 1987* to the Victorian Planning Authority.

2.13
23/02/2017
C187

Specific provision – buildings and works for a school

A permit is required to construct a building or construct or carry out works associated with a Primary School or Secondary School on land shown as a Potential Non-Government School unless exempt under Clauses 62.02-1 and 62.02-2.

2.14
14/05/2021
VC198

Specific provision – notice of applications – Public Transport corridor

Any application for subdivision and/ or buildings and works, within 200 metres either side of the proposed Public Transport Corridor shown on Plan 2 of incorporated *Wollert Precinct Structure Plan, June 2017* must be notified to the Head, Transport for Victoria under Section 52 of the *Planning and Environment Act 1987*.

3.0
27/05/2019
C239wsea

Application requirements

The following application requirements apply to an application for a permit under Clause 37.07, in addition to those specified in Clause 37.07 and elsewhere in the scheme and must accompany an application, as appropriate, to the satisfaction of the responsible authority:

If in the opinion of the responsible authority an application requirement listed at 3.1 or 3.2 is not relevant to the assessment of an application, the responsible authority may waive or reduce the requirement.

3.1
12/10/2017
C210

Subdivision – Residential development

In addition to the requirements of Clause 56.01-2, a subdivision design response for a residential subdivision must include:

- A land budget table in the same format and methodology as those within the precinct structure plan applying to the land, setting out the amount of land allocated to the proposed uses and indicative population, dwelling and employment yields;
- A written statement that sets out how the proposal implements the objectives and planning and design requirements and guidelines in accordance with the incorporated *Wollert Precinct Structure Plan, June 2017* ;
- A plan that demonstrates how the proposed local street and movement network integrates with adjacent urban development or is capable of integrating with future development on adjacent land parcels;

- An arboricultural report identifying all trees on the site and a tree retention plan identifying how the application responds to Plan 4 – Image and Character and any tree protection requirements and guidelines within the incorporated *Wollert Precinct Structure Plan, June 2017* ;
- A plan identifying how the proposed subdivision will provide for a diversity of housing as intended by Tables 3, 4 and 5 and Plan 5 of the incorporated *Wollert Precinct Structure Plan, June 2017* ;
- Potential bus route and bus stop locations prepared in consultation with Public Transport Victoria;
- A response to all Requirements and Guidelines within the incorporated *Wollert Precinct Structure Plan, June 2017* relating to dry stone walls;
- A Stormwater Management Strategy that assesses the existing surface and subsurface drainage conditions on the site, addresses the provision, staging and timing of stormwater drainage works, including temporary outfall provisions, to the satisfaction of the responsible authority and Melbourne Water where appropriate;
- Indicative lot layouts for land identified as future medium and high density and/or integrated housing which details the following to the satisfaction of the responsible authority:
 - Location of conservation areas.
 - Indicative dwelling yield.
 - Indicative building envelopes.
 - Safe and effective vehicle ingress and egress.
 - Proposed means and location for waste collection.
 - Servicing arrangements.
 - Landscaping treatments.
 - Show how the site will be able to facilitate active interfaces to adjacent streets, open spaces and waterways.

Where land identified as future medium and high density and/or integrated housing is located adjacent to a waterway, the above must be to the satisfaction of the responsible authority and Melbourne Water.

3.2
12/10/2017
C210

Public Infrastructure Plan

An application must be accompanied by a Public Infrastructure Plan which addresses the following:

- What land may be affected or required for the provision of infrastructure works;
- The provision, staging and timing of stormwater drainage works;
- The provision, staging and timing of road works internal and external to the land consistent with any relevant traffic report or assessment;
- The landscaping of any land;
- What, if any, infrastructure set out in the incorporated *Wollert Development Contributions Plan, June 2017* is sought to be provided as "works in lieu" or "works in kind", subject to the consent of the Collecting Agency;
- The provision, staging and timing of public open space and land for any community facilities;
- Details of any proposal for provision of early or interim provision of community facilities; and
- Any other matter relevant to the provision of public infrastructure required by the responsible authority.

3.3
27/05/2019
C239wsea

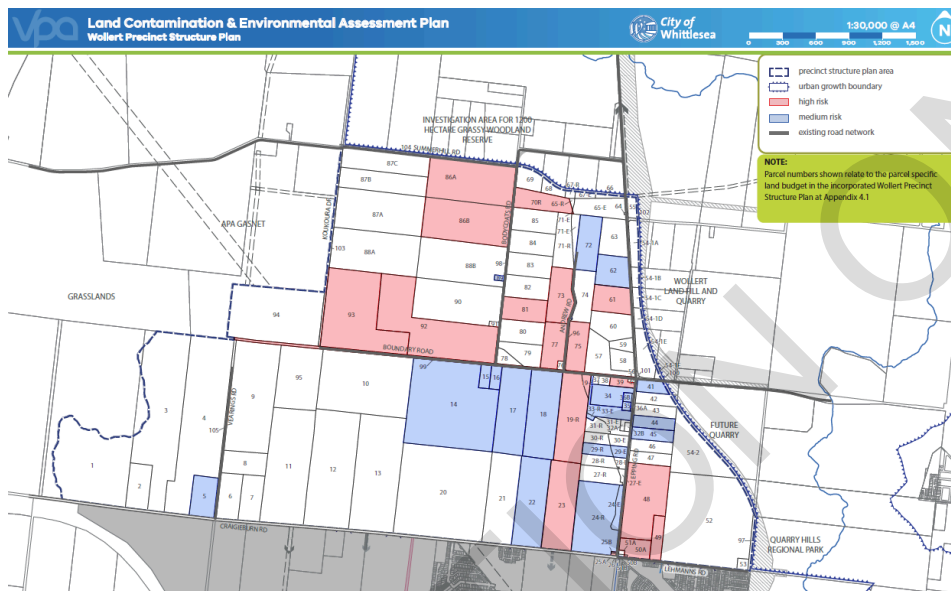
Use or develop land for a sensitive purpose – Environmental Site Assessment

An application to use or develop land identified as High Risk and Medium Risk on Plan 3 of this schedule for a sensitive use (including accommodation, child care centre, kindergarten, primary school or public open space) must be accompanied by a detailed site investigation (Phase 2 assessment) of the Environmental Assessment Areas ranked as 'High Potential for Contamination' and 'Medium Potential for Contamination' in the Phase 1 Environmental Site Assessment for the incorporated *Wollert Precinct Structure Plan, June 2017* area by Cardno LanePiper, July 2012. The Phase 2 assessment must provide for the following information:

WHITTLESEA PLANNING SCHEME

- Further detailed assessment of potential contaminants on the relevant land;
- Further detailed assessment of surface and subsurface water conditions and geotechnical characteristics on the relevant land and the potential impacts on the proposed development including any measures required to mitigate the impacts of groundwater conditions and geology on the development and the impact of the development on surface and subsurface water; and
- An unequivocal recommendation on whether the environmental condition of the land is suitable for the proposed use/s or whether an environmental audit in accordance with Part IXD of the *Environment Protection Act 1970* for all or part of the land is recommended having regard to the Potentially Contaminated Land General Practice Note June 2005, DSE.

Plan 3 to the Schedule to Clause 37.07



3.4
23/02/2017
C187

Kangaroo management

An application for subdivision must be accompanied by a Kangaroo Management Plan to the satisfaction of the responsible authority which includes:

- Strategies to avoid land locking kangaroos, including staging of subdivision; and
- Management requirements to respond to the containment of kangaroos in an area with no reasonable likelihood of their continued safe existence; or
- Management and monitoring actions to sustainably manage a population of kangaroos within a suitable location.

Where a Kangaroo Management Plan has been approved in respect of the land to which the application applies, the application must be accompanied by:

- A copy of the approved Kangaroo Management Plan; and
- A 'design/management response' statement outlining how the application is consistent with and gives effect to any requirements of the approved Kangaroo Management Plan.

3.5
23/02/2017
C187

Traffic Impact Assessment

An application that proposes to create or change access to a primary or secondary arterial road must be accompanied by a Traffic Impact Assessment Report (TIAR). The TIAR must include functional layout plans and a feasibility/concept road safety audit and must be to the satisfaction of VicRoads and/or the City of Whittlesea, as appropriate.

Heritage Conservation Management Plans and Heritage Assessments

Prior to the commencement of any works, a Heritage Conservation Management Plan must be undertaken for places identified in the Heritage Overlay or listed on the Victorian Heritage Inventory. The Heritage Conservation Management Plan must include a statement of significance/cultural value, appropriate site boundaries where subdivision is proposed, required restoration works, a schedule identifying essential urgent restoration works and potential future restoration works, an interpretive reuse plan and interpretive signage, all to the satisfaction of the responsible authority.

An owner of land which is the subject of an approved Heritage Conservation Management Plan must enter into a legally effective mechanism such as an agreement pursuant to section 173 of the *Planning and Environment Act 1987* to secure compliance with the approved Heritage Conservation Management Plan to the satisfaction of the responsible authority.

Where a site is identified as “European Historic Site” on Plan 4 – Image and Character in the incorporated *Wollert Precinct Structure Plan, June 2017* but not included on the Heritage Overlay or Heritage Inventory, a heritage assessment identifying a statement of significance/cultural value to the satisfaction of the responsible authority is required to be submitted with an application for a permit.

Conditions and requirements for permits**Requirement – Tree Protection**

The conditions set out in Appendix 4.4 of the incorporated *Wollert Precinct Structure Plan, June 2017* will apply to planning permits on land where indigenous trees are present in the permit area.

Condition - A permit to subdivide land to create a lot less than 300 square metres

A permit issued before 31 December 2026 which allows for the subdivision of land to create a lot of less than 300 square metres, must include the following condition:

- Before the plan of subdivision is certified under the *Subdivision Act 1988* , a plan must be approved and endorsed by the responsible authority, that identifies the lots to which:
 - type A or type B of the *Small Lot Housing Code* (Victorian Planning Authority, 2019) applies; or
 - type A, type B or type C of the *Small Lot Housing Code* (Victorian Planning Authority, November 2024) applies.

to the satisfaction of the responsible authority.

A permit issued on or after 31 December 2026, other than an amendment of a permit issued before 31 December 2026 under section 72 of the Act , which allows for the subdivision of land to create a lot of less than 300 square metres, must include the following condition:

- Before the plan of subdivision is certified under the *Subdivision Act 1988* , a plan that identifies the lots to which type A, type B or type C of the *Small Lot Housing Code* (Victorian Planning Authority, November 2024) applies, must be approved and endorsed by the responsible authority.

Condition - Land required for community facilities

Land required for community facilities, as set out in the incorporated *Wollert Precinct Structure Plan, June 2017* or the incorporated *Wollert Development Contributions Plan, June 2017* , must be transferred to or vested in Council at no cost to Council unless the land is funded by the incorporated *Wollert Development Contributions Plan, June 2017* .

Condition - Open space

Land required for public open space as a local or district park as set out in the incorporated *Wollert Precinct Structure Plan, June 2017* must be transferred to or vested in Council at no cost to Council unless the land is funded by the incorporated *Wollert Development Contributions Plan, June 2017* .

Condition - Bushfire Management

Before the certification of any subdivision plan a Site Management Plan that addresses bushfire risk during, and where necessary, after construction must be submitted to and approved by the responsible authority. The plan must specify, amongst other things:

WHITTLESEA PLANNING SCHEME

- The staging of development and the likely bushfire risks at each stage;
- An area of land between the development edge and non-urban areas consistent with the separation distances specified in AS3959-2009, where bushfire risk is managed;
- The measures to be undertaken by the developer to reduce the risk from fire within any surrounding rural or undeveloped landscape and protect residents and property from the threat of fire;
- How adequate opportunities for access and egress will be provided for early residents, construction workers and emergency vehicles.

The plan must be carried out to the satisfaction of the responsible authority.

Condition - Natural systems

Land required for a local conservation reserve, as set out in the incorporated *Wollert Precinct Structure Plan, June 2017* must be transferred to or vested in Council at no cost to Council.

Condition – Local Conservation Reserves – Conservation Management Plans

Any permit for subdivision of land identified as a Local Conservation Reserve on Plan 2 – Future Urban Structure within the incorporated *Wollert Precinct Structure Plan, June 2017* must contain the following conditions:

Prior to certification of any plan of subdivision for any parcel of land containing a Local Conservation Reserve on Plan 2 – Future Urban Structure within the incorporated *Wollert Precinct Structure Plan, June 2017*, the owner must enter into an agreement with the responsible authority pursuant to section 173 of the *Planning and Environment Act 1987* which requires the owner to prepare and implement a Conservation Management Plan for the land, unless otherwise agreed by the responsible authority.

The Conservation Management Plan must be prepared prior to the approval of any construction plans (engineering plans) for any part of the land and be consistent with the *Local Conservation Reserve Treatment and Management Guidelines* in the incorporated *Wollert Precinct Structure Plan, June 2017* to the satisfaction of the Responsible Authority. Specifically, the Conservation Management Plan must provide for:

- early securing and fencing of the conservation reserve and establishment of interpretive signage prior to the commencement of subdivision construction activity on any part of the land, and
- a 10-year action plan providing for the protection of all areas proposed for conservation rehabilitation, biodiversity improvement works and actions focussing on improvement to Grassy Eucalypt Woodland of the Victorian Volcanic Plain and other matters of national environmental significance, re-vegetation and landscaping, pest plant and animal control, soil stabilisation, and on-going maintenance and monitoring.

Where applicable, the Plan shall quantify the extent of offset gain to be achieved commensurate with the Permitted Clearing of Native Vegetation – Biodiversity Assessment Guidelines and defined by the Bush Broker Landowner Agreement and Quality Assurance Process.

The costs for preparation and execution of the Agreement shall be borne by the owner.

Conditions – Biodiversity and threatened species

Any permit for subdivision must contain the following conditions:

Kangaroo Management Plan

Before the certification of the plan of subdivision, a Kangaroo Management Plan must be approved by the Secretary to the Department of Environment, Land, Water and Planning. Once approved the plan will be endorsed by the responsible authority and form part of the permit.

The endorsed Kangaroo Management Plan must be implemented to the satisfaction of the responsible authority.

Condition - Security of conservation land

A permit to subdivide land containing a 'conservation area' as shown in the *Wollert Precinct Structure Plan* must include the following condition:

WHITTLESEA PLANNING SCHEME

The owner of the land must, as part of the plan of subdivision (or the first plan of subdivision submitted for registration, in the case of any staged subdivision), create the 'conservation area' as a separate lot or reserve. The boundaries of the lot or reserve on the plan of subdivision are subject to the prior satisfaction of the Secretary to the Department of Environment, Land, Water and Planning as constituted under Part 2 of the *Conservation, Forests and Lands Act 1987* (Secretary). The owner must further secure the conservation area, by causing that lot or reserve to be vested, transferred, or protected in perpetuity in one of the following ways:

- Prior to a statement of compliance being issued for the plan of subdivision (or, in the case of a staged subdivision, the plan of subdivision or masterplan which implements the first stage of the subdivision), enter into an agreement under section 173 of the *Planning and Environment Act 1987* by which the owner agrees to transfer ownership of the conservation area to, or to vest the conservation area in, the Minister responsible for section 5 of the *Crown Land (Reserves) Act 1978*, the Council or Melbourne Water. The transfer or vesting must either be for no or nominal consideration. The Secretary and the person or body to whom the land is to be transferred or vested must also be a party to the agreement. The terms of the agreement must include that the owner pays the reasonable costs of the other parties to the agreement that were incurred for the preparation, execution, and registration of the agreement. The owner must cause the agreement to be registered prior to lodgement of the plan of subdivision for registration; or
- Prior to a statement of compliance being issued for the plan of subdivision (or, in the case of a staged subdivision, the plan of subdivision or masterplan which implements the first stage of the subdivision), enter into an agreement with the Secretary under section 69 of the *Conservation, Forests and Lands Act 1987*, which provides for the conservation and management of the conservation area by or on behalf of the owner in perpetuity. The terms of the agreement must include that the owner pays the reasonable costs of the Secretary incurred for the preparation, execution, and registration of the agreement. The owner must cause the agreement to be registered prior to lodgement of the plan of subdivision for registration.

The requirement to include the above condition does not apply if the permit applicant provides the responsible authority with a statement in writing from the Secretary, as constituted under Part 2 of the *Conservation, Forests and Lands Act 1987*, that the condition is not required because the Secretary is satisfied that either:

- the land containing the conservation area is expected to be further subdivided and a further planning permit will be required for that subdivision (to which the above condition requirement will apply); or
- the conservation area has been or will be otherwise secured in perpetuity.

Condition - Fencing of Biodiversity Conservation Strategy conservation areas

A permit granted to subdivide land where works are required to carry out the subdivision, or a permit granted to construct a building or carry out works, on land including or abutting a conservation area as shown in the *Wollert Precinct Structure Plan*, must include the following condition:

Prior to the commencement of development, a conservation area fencing plan must be submitted to and approved by the Secretary to the Department of Environment, Land, Water, and Planning (as constituted under Part 2 of the *Conservation, Forests and Lands Act 1987*) (Secretary) to ensure the conservation area is adequately protected. The fencing plan must contain the following:

- The boundaries of any conservation area, and the location of any scattered tree and the boundaries of any patch of native vegetation within the conservation area.
- The location and alignment of temporary protection fencing showing the following minimum distance from the element to be protected:

Element	Distance
Conservation area	0.5 metres
Scattered tree	12 x diameter at a height of 1.3 metres
Patch of native vegetation	2 metres

WHITTLESEA PLANNING SCHEME

- The timing of installation and removal of temporary protection fencing.
- The timing of installation of permanent fencing.
- Location and details of ongoing maintenance vehicle access points.
- The type of temporary and permanent fencing including materials, heights and spacing of uprights.
- Frequency of inspections and rectification works for temporary protection fencing.

Once approved the plan will form part of the permit and must be implemented to the satisfaction of the Secretary to the Department of Environment, Land, Water and Planning and the responsible authority.

Stockpiles, fill, machinery, vehicle parking, excavation and construction activity of any kind must not be brought into, or be undertaken within, the area to be fenced, except with the prior written consent from the Secretary.

Condition - Correct alignment of protective fencing

Buildings and works must not commence until written evidence that protection fencing has been erected in accordance with the approved Conservation Area Fencing Plan is provided by a suitably qualified land surveyor to the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the *Conservation, Forests and Lands Act 1987*) (Secretary), and the Secretary confirms it is satisfied by the evidence.

Condition - Land Management plan for conservation area

A permit to subdivide land containing a conservation area as shown in the *Wollert Precinct Structure Plan* must include the following condition:

Prior to the commencement of development, a land management plan for the conservation area land must be prepared by a suitably qualified consultant, submitted to, and approved by the Secretary to the Department of Environment, Land, Water, and Planning (as constituted under Part 2 of the *Conservation, Forests and Lands Act 1987*) (Secretary). The land management plan must outline how the biodiversity values for the land identified in the *Biodiversity Conservation Strategy for Melbourne's Growth Corridors* (Department of Environment and Primary Industries, 2013) will be maintained, managed, and improved, including:

- How environmental weeds will be managed up until the securing of the conservation area.
- How any revegetation will be undertaken in coordination with weed management activities to prevent re-colonisation of weed species.
- How rubbish and hazards will be removed, and any contaminated material managed up until the securing of the conservation area.

Once approved the plan will form part of the permit and must be implemented to the satisfaction of the Secretary and the responsible authority.

Condition - Construction environmental management plan

A planning permit to subdivide land, construct a building, or construct or carry out works on or within 50 metres of land shown as a conservation area in the incorporated *Wollert Precinct Structure Plan* must include the following condition:

Before works start, a Construction Environmental Management Plan consistent with *DELWP requirements for Construction Environmental Management Plans under the Melbourne Strategic Assessment* (Department of Environment, Land, Water and Planning, November 2020) must be submitted to and approved by the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the *Conservation, Forests and Lands Act 1987*) and the responsible authority, demonstrating how the conservation area will be protected during works.

Once approved the plan will form part of the permit and must be implemented to the satisfaction of the Secretary and the responsible authority.

Condition - Public transport

Any permit for subdivision must contain the following condition:

WHITTLESEA PLANNING SCHEME

Unless otherwise agreed by Public Transport Victoria, prior to the issue of Statement of Compliance for any plan of subdivision, bus stop hard stands with direct and safe pedestrian access to a pedestrian path must be constructed:

- In accordance with the *Public Transport Guidelines for Land Use and Development* ; and compliant with the Disability Discrimination Act – Disability Standards for Accessible Public Transport 2002;
- At locations approved by Public Transport Victoria, at no cost to Public Transport Victoria, and to the satisfaction of Public Transport Victoria.

Condition – Road network

Any permit for subdivision must contain the following condition:

Prior to the certification of a plan of subdivision, the plan of subdivision must show the land affected by the widening of the road reserve which is required to provide road widening and/or right of way flaring for the ultimate design of any adjacent intersection.

Land required for road widening including right of way flaring for the ultimate design of any intersection within an existing or proposed arterial road must be transferred to or vested in council at no cost to the acquiring agency unless funded by the incorporated *Wollert Development Contributions Plan, June 2017* .

Condition - Precinct Infrastructure Plan

Any permit for subdivision must contain the following condition:

Prior to the certification of a plan of subdivision or at such other time which is agreed between Council and the owner, if required by the responsible authority or the owner, the owner must enter into an agreement or agreements under section 173 of the *Planning and Environment Act 1987* which provides for:

- The implementation of the Public Infrastructure Plan approved under this permit.
- The purchase and/or reimbursement by the responsible authority of any provision of public open space in excess of the amount specified in the schedule to Clause 53.01.
- The timing of any payments to be made to the owner having regard to the availability of funds in the open space account.

Condition – Use or develop land for a sensitive purpose – Environmental Site Assessment

Any permit for subdivision or for the construction of any buildings or works in relation to land identified as High Risk or Medium Risk on Plan 3 of this Schedule must contain the following condition:

Before a plan of subdivision is certified under the *Subdivision Act 1988* or before the commencement of any buildings or works, as appropriate, the recommendations of the:

- Phase 2 Environmental Site Assessment; or
- The environmental audit

as relevant, must be carried out.

Condition – Construction management plan required in gas transmission pipeline protection area

Prior to the commencement of any works, including demolition, on land shown within the 35 metre East-West or North-South gas pipeline easement shown on Plan 11 – Utilities in the incorporated *Wollert Precinct Structure Plan, June 2017* , a construction management plan must be submitted to and approved by the responsible authority. The plan must:

- Prohibit the use of rippers or horizontal directional drills unless otherwise agreed by the operator of the gas transmission pipeline.
- Be endorsed by the operator of the gas transmission pipeline where the works are within or crossing the relevant gas transmission easement.

WHITTLESEA PLANNING SCHEME

- Include any other relevant matter to the satisfaction of the responsible authority.

The responsible authority must be satisfied that the gas transmission pipeline licensee has reviewed and approved the Construction Management Plan.

The construction management plan must be implemented to the satisfaction of the responsible authority.

The construction management plan may be amended to the satisfaction of the responsible authority.

Condition - Dry Stone Walls

Any permit for buildings and works, including subdivision, on land which contains a dry stone wall must contain the following condition:

Prior to the commencement of works, a Dry Stone Wall Management Plan must be prepared which responds to the relevant objectives, requirements and guidelines contained within the incorporated *Wollert Precinct Structure Plan, June 2017* and outlines the ongoing management of dry stone walls.

The Dry Stone Wall Management Plan must include details of the methods of deconstruction and construction of dry stone walls. The Dry Stone Wall Management Plan must be to the satisfaction of the responsible authority.

5.0
27/05/2019
C239wsea

Exemption from notice and review

5.1
27/05/2019
C239wsea

Notice to gas transmission pipeline owner and operator

Notice must be given to the person or body listed in the Schedule to Clause 66.06 of an application on land shown within the gas pipeline buffer as shown on Plan 5 in the incorporated *Wollert Precinct Structure Plan, June 2017* for any of the following:

- Accommodation (other than a dwelling on a lot or a Dependent person's unit)
- Dwelling where density will equal or exceed 30 dwellings per net developable hectare
- Child care centre
- Education centre
- Place of Assembly
- Retail premises
- Cinema based entertainment facility
- Hospital
- Aged Care Facility.

5.2
27/05/2019
C239wsea

Referral to gas fired power station owner and operator

An application must be referred to the person or body listed in the Schedule to Clause 66.04 where the application is to use land shown within the future gas fired power station buffer on Plan 2 - Future Urban Structure in the incorporated *Wollert Precinct Structure Plan, June 2017* for the following:

- Accommodation
- Aged Care Facility
- Child Care centre
- Education Centre
- Place of Assembly
- Retail premises
- Cinema based entertainment facility
- Hospital.

6.0
27/05/2019
C239wsea

Decision guidelines

None specified.

7.0
27/05/2019
C239wsea

Signs

The sign category for this land is the category specified in the zone applied to the land at Clause 2.2 of this schedule.

7.1
27/05/2019
C239wsea

Land and home sales signs

Despite the provisions of Clause 52.05, signs promoting the sale of land or homes on the land (or on adjoining land in the same ownership) may be displayed without a permit provided:

- The display area for each sign does not exceed 10 square metres;
- Only one sign is displayed per road frontage. Where the property has a road frontage of more than 150 metres multiple signs may be erected provided there is a minimum of 150 metres distance between each sign, with a total of not more than 4 signs per frontage;
- The sign is not animated, scrolling, electronic or internally illuminated sign;
- The sign is not displayed longer than 21 days after the sale (not settlement) of the last lot; and
- The sign is set back a minimum of 750 millimetres from the property boundary.

A permit may be granted to display a sign promoting the sale of land or homes on the land (or on adjoining land in the same ownership) with an area greater than 10 square metres

45.06
31/07/2018
VC148

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY

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

Purpose

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

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

45.06-1
19/01/2006
VC37

Development contributions plan

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

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

A permit granted must:

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

45.06-2
19/01/2006
VC37

Preparation of a development contributions plan

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

The development contributions plan must:

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

The development contributions plan may:

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

09/11/2017
GC75**SCHEDULE 16 TO CLAUSE 45.06 DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY**Shown on the planning scheme map as **DCPO16**.**Wollert Development Contributions Plan****1.0**23/02/2017
C187**Area covered by this development contributions plan**

All land within the Wollert Development Contributions Plan area shown as DCPO16 on the planning scheme maps.

2.012/10/2017
C210**Summary of costs**

Facility	Total cost \$	Time of provision	Actual cost contribution attributable to development \$	Proportion of cost attributable to development %
Roads	\$39,743,136	Refer to details within the Wollert Development Contributions Plan, December 2016.	\$39,743,136	100%
Intersections	\$116,214,907	Refer to details within the Wollert Development Contributions Plan, December 2016.	\$116,214,907	100%
Bridges	\$3,112,628	Refer to details within the Wollert Development Contributions Plan, December 2016.	\$1,956,574	63%
Community buildings	\$39,985,501	Refer to details within the Wollert Development Contributions Plan, December 2016.	\$39,985,501	100%
Active Recreation	\$174,250,956	Refer to details within the Wollert Development Contributions Plan, December 2016.	\$148,929,080	85%
TOTAL	\$373,307,128		\$346,829,198	9%

3.009/11/2017
GC75**Summary of contributions for Charge Area 1 (Residential) in June 2016 dollars**

Facility	LEVIES PAYABLE BY THE DEVELOPMENT	
	Development Infrastructure	Community infrastructure
	All development Per net developable hectare	Residential Per dwelling
Roads	\$41,796	\$0
Intersections	\$122,217	\$0
Bridges	\$2,058	\$0
Community buildings	\$51,119	\$1,150
Active Recreation	\$106,691	

WHITTLESEA PLANNING SCHEME

Facility	LEVIES PAYABLE BY THE DEVELOPMENT	
	Development Infrastructure	Community infrastructure
	All development Per net developable hectare	Residential Per dwelling
TOTAL	\$323,880	\$1,150

3.1
15/01/2024
VC249

Summary of contributions for Charge Area 2 (Employment) in June 2016 dollars

Facility	LEVIES PAYABLE BY THE DEVELOPMENT	
	Development Infrastructure	Community infrastructure
	All development Per net developable hectare	Residential Per dwelling
Roads	\$41,796	\$0
Intersections	\$122,217	\$0
Bridges	\$2,058	\$0
Community buildings	\$0	\$0
Sporting reserves	\$0	\$0
TOTAL	\$166,071	\$0

The development infrastructure levy is payable by all development per net developable hectare as set out in the *Wollert Development Contributions Plan, December 2023*.

The Community Infrastructure Levy (CIL) payable under this Development Contributions Plan (DCP)

Section 46L of the *Planning and Environment Act 1987* sets the maximum CIL amount that can be collected under an approved DCP

If the maximum amount of the CIL which may be collected under an approved DCP is varied under section 46L of the *Planning and Environment Act 1987*, the collecting agency may adjust the amount of the CIL payable under this DCP in accordance with section 46L of the *Planning and Environment Act 1987*.

If the collecting agency adjusts the amount of the CIL payment under this DCP, the collecting agency will publish the adjusted amount of the CIL payable under this DCP on its website.

4.0
23/02/2017
C187

Indexation

All capital costs of infrastructure items (with the exception of land) will be adjusted quarterly in the following manner:

- Roads, intersections and bridges/culverts will be indexed in line with the Australian Bureau of Statistics Producer Price Indexes, Road and Bridge Construction Index, Victoria.
- All other infrastructure items will be indexed in line with the Australian Bureau of Statistics Producer Price Indexes, Non-Residential Construction Index, Victoria.

5.0
15/01/2024
VC249

Land or development excluded from development contributions plan

Land required for the following is exempt from the provisions of this overlay:

- Use and development for a non government school.

WHITTLESEA PLANNING SCHEME

- Use and development associated with a dwelling that is existing or approved at the approval date of this provision.

The development of land for a small second dwelling is exempt from the requirement to pay a development infrastructure levy and a community infrastructure levy.

Note: This schedule sets out a summary of the costs and contributions prescribed in the development contributions plan. Refer to the incorporated development contributions plan for full details.

INFORMATION ONLY

Date of issue
07/04/2025

Assessment No.
1245364

Certificate No.
170761

Your reference
76405873-018-9

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2025

Property location: 25 Waterside Boulevard WOLLERT 3750

Description: LOT: 18 PS: 828312P

AVPCC: 100 Vacant Residential Dwelling Site/Surveyed Lot

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$340,000	\$340,000	\$17,000

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2024 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2024	\$796.21
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$29.58
Arrears to 30/06/2024	\$0.00
Interest to 07/04/2025	\$23.14
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00
Balance of rates & charges due:	\$980.93

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due **\$980.93**

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

National Relay Service: 133 677 (ask for 9217 2170)

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

2. Outstanding or potential liability / sub-divisional requirement:

There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

3. Notices and orders:

The following notices and orders on the land have continuing application under the *Local Government Act 2020*, *Local Government Act 1989* or under a local law of the Council:

No Orders applicable.

4. Specified flood level:

There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

5. Special notes:

The purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

Interest penalty on late payments

Overdue amounts will be charged penalty interest as fixed under the *Penalty Interest Rates Act 1983*. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

6. Other information:



Authorising Officer

This property may be subject to a supplementary valuation.

A fire hazard removal notice could be issued against this property. Please check with the Council on the date of settlement.

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the *Local Government Act 2020*, the *Local Government Act 1989*, the *Local Government Act 1958* 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 Council or the relevant authority. A fee may be charged for such information.

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 1245364



Phone 1300 301 185
Ref 1245364



Bill Code 5157
Ref 1245364




City of Whittlesea

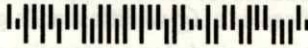
Locked Bag 1,
Bundoora 3083
ABN 72 431 091 058

Valuation and rates notice

For the period 1 July 2024 to 30 June 2025

Assessment number: **1245364**

 To receive your rates notice via email, register at whittlesea.enotices.com.au
Reference No: 5D8CE91C6S



18 Findonview Pty Ltd
4 Avon Place
EPPING VIC 3076



029
1039653
R5_5579

Issue date: **31/07/2024**

Instalment 1

\$240.79

Due By 30/09/2024

* If full payment of the instalment 1 amount is not received by **30 September 2024**, your account will revert to the lump sum option shown below. If this occurs you will not receive instalment reminder notices.

Instalment 2 **\$239.00**

Due By 30/11/2024

Instalment 3 **\$239.00**

Due By 28/02/2025

Instalment 4 **\$239.00**

Due By 31/05/2025

If you would prefer to pay via smaller, regular payments throughout the year, scan the FlexiPay QR code in the payments section below.

OR

Lump sum **\$957.79**

Due By 15/02/2025

Access free and discounted waste disposal vouchers online



Visit whittlesea.vic.gov.au/wastevouchers to download your vouchers or call **9217 2170**.

Property details 25 Waterside Boulevard WOLLERT VIC 3750

LOT 18 PS 828312P

Owner: 18 Findonview Pty Ltd

Ward : Epping

Valuation details

Site Value	Capital Improved Value	Net Annual Value
\$340,000	\$340,000	\$17,000

Level of value date 01/01/2024 Valuation operative date 01/07/2024

AVPCC 100 Vacant Residential Dwelling Site/Surveyed Lot

Rates and charges

Council Charges

General rate 17,000 x 0.04683579 **\$796.21**


State Government Charges

Fire services charge (Res) 1 x 132 **\$132.00**
Fire services levy (Res) 340,000 x 0.00008700 **\$29.58**


Total \$957.79

Payments received after 15 July 2024 may not be included on this notice

How to pay

 whittlesea.vic.gov.au



 Phone **1300 301 185**



 **Council Offices**

See the back of this notice for opening hours and locations

BPAY



Billers Code: 5157

Ref: 1245364

BPAY this payment via internet or phone banking


FlexiPay

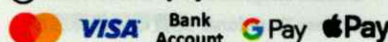


Set up your flexible payment options.



Scan the QR code or visit

 whittlesea-pay.enotices.com.au



Post Billpay



Post Billpay Code: 0350
Ref: 12453646

Pay in person at any post office:

 131 816 or  postbillpay.com.au

Scan the barcode below and pay with your iPhone, iPad or Android device. Download the Australia Post mobile app.



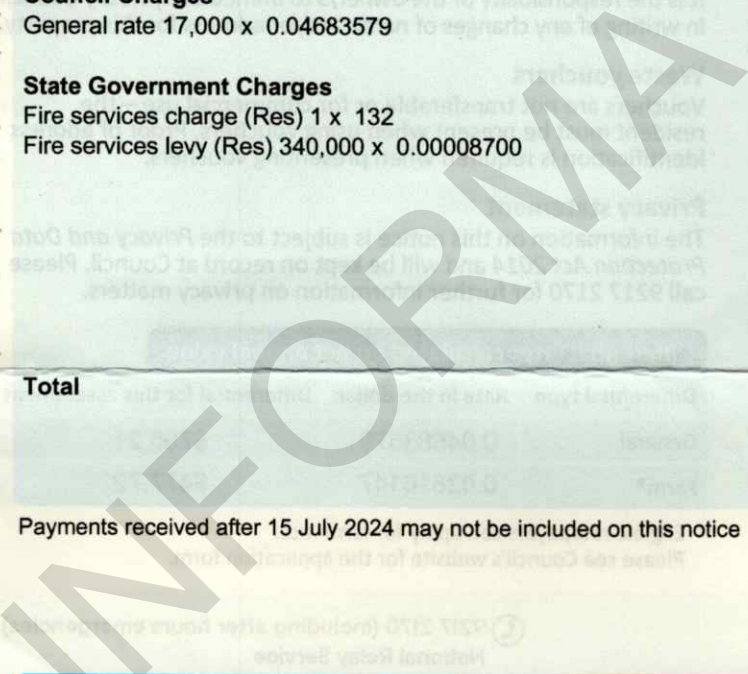
*350 12453646



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Waste and recycling vouchers are now online - whittlesea.vic.gov.au/wastevouchers



6th April 2025

JURIS NEXUS LAWYERS C/- LANDATA
LANDATA

Dear JURIS NEXUS LAWYERS C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	25 WATERSIDE BOULEVARD WOLLERT 3750
Applicant	JURIS NEXUS LAWYERS C/- LANDATA LANDATA
Information Statement	30931174
Conveyancing Account Number	7959580000
Your Reference	2504WY014

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

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

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	25 WATERSIDE BOULEVARD WOLLERT 3750
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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.

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

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

Melbourne Water Property Information Statement

Property Address	25 WATERSIDE BOULEVARD WOLLERT 3750
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STATEMENT UNDER SECTION 158 WATER ACT 1989

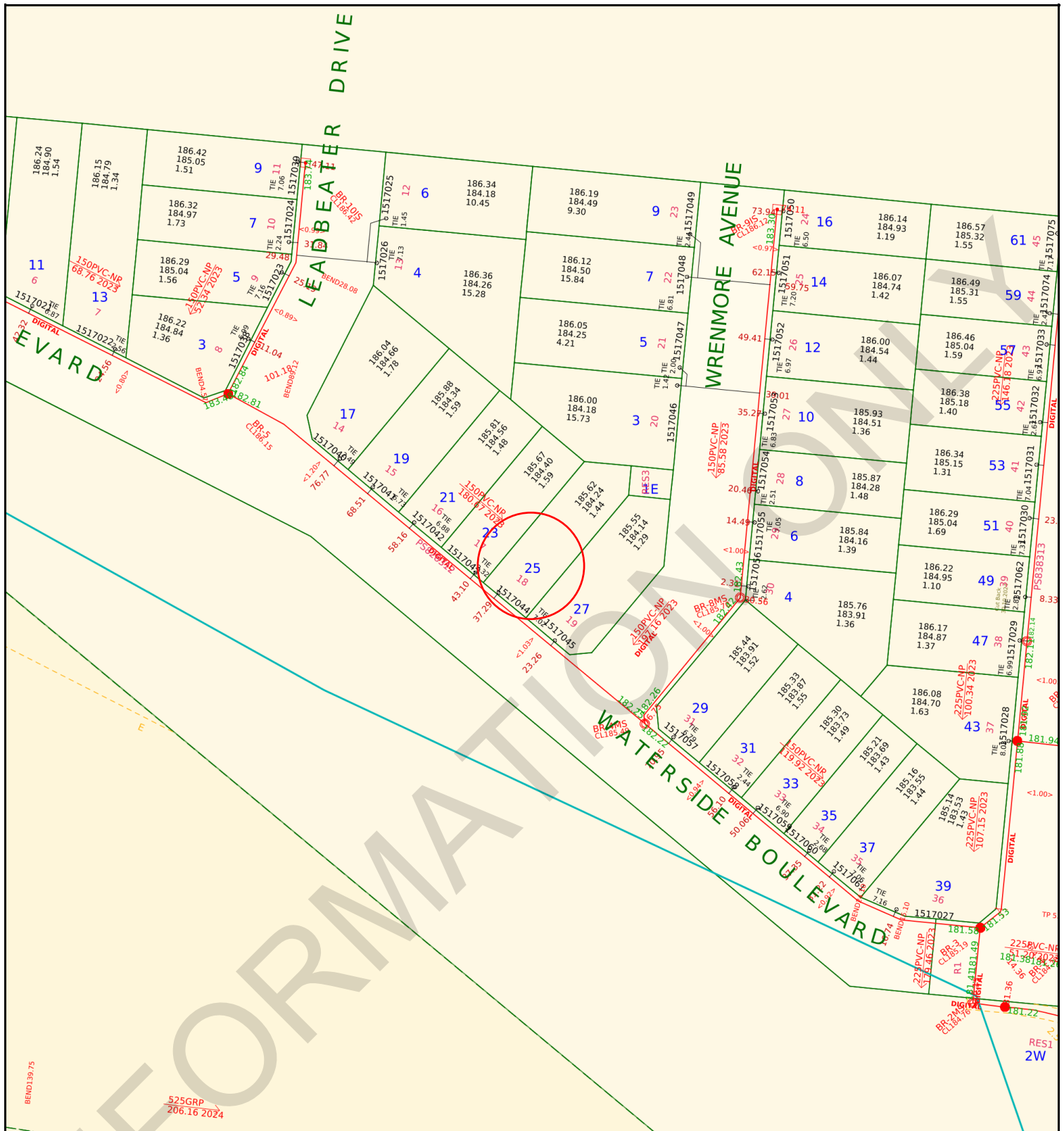
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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: 30931174**

Address	25 WATERSIDE BOULEVARD WOLLERT 3750
Date	06/04/2025
Scale	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;

11th September 2024

Application ID: 646359

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

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

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 735 328. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Yarra Valley Water's meter installation contractor.

All meters are supplied by Yarra Valley Water after payment of the relevant fees.

If the tapping and/or plugging is required to be performed outside of business hours, either at your request or as determined by Yarra Valley Water's meter installation contractor, an additional after hours fee will apply.

Meters are not permitted to be installed inside units/dwellings. In all situations where the meter is deemed inaccessible, either by your advice, or as determined by Yarra Valley Water's meter installation contractor, remote read meters must be fitted at your cost. Remote read meters must be installed in the following circumstances: high rise developments; any water meter which is located where Yarra Valley Water will have to enter a building to read the meter; where access to the meter

will be restricted by gates/fences. If you are aware that remote read meters will be required, please inform the easyACCESS staff at the time of booking.

For all tapplings and/or pluggings, it is the responsibility of the person performing the excavation to obtain a Road Opening Permit from the local municipal authority before any excavation work commences. All traffic management requirements contained in the Road Opening permit must be complied with. The excavation must expose the main at the tapping/plugging point and be made safe prior to the tapping / plugging appointment time. If you choose to have Yarra Valley Water's meter installation contractor carry out the excavation, Yarra Valley Water will organize the necessary permit at an additional cost on a per road opening basis.

Failure to comply with any of these requirements will result in the booking being cancelled and a rebooking fee will apply.

Yarra Valley Water's meter installation contractor can be contacted on 1300 735 328

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 735 328. If you wish to cancel the booking you will need to contact Yarra Valley Water (if applicable) to seek a refund. A cancellation fee may apply.

METER ASSEMBLIES & POSITIONING

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

Water meter assemblies:

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

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

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

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

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water

website (www.yvw.com.au) 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

Checklist	√ or X
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 www.yvw.com.au/rwinspection	
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.

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"> • Boiler feed water • Process water • Wash-down water • Dust suppression 	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
- (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). 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

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.

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.

INFORMATION ONLY

2nd September 2024

Application ID: 645368

CONDITIONS OF CONNECTION

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

Approval Detail

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Sewer Connection	1517044

Specific conditions affecting encumbrances on property:

Recycled Water

INFORMATION ONLY

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

RECYCLED WATER CONDITIONS

Supplementary Conditions of Connection for Class A Recycled Water

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

Checklist	√ or X
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 www.yvw.com.au/rwinspection	
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.

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"> • Boiler feed water • Process water • Wash-down water • Dust suppression 	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
- (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). 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

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.
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.

JURIS NEXUS LAWYERS C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 0497690782
Rate Certificate No: 30931174

Date of Issue: 06/04/2025
Your Ref: 2504WY014

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
25 WATERSIDE BVD, WOLLERT VIC 3750	18\PS828312	5305602	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	\$20.64	\$20.64
Residential Water Usage Charge <i>Step 1 – 9.000000kL x \$2.56310000 = \$23.07</i> Estimated Average Daily Usage \$0.22	02-11-2024 to 13-02-2025	\$23.07	\$0.00
Residential Recycled Water Usage Charge	02-11-2024 to 13-02-2025	\$0.00	\$0.00
Parks Fee	01-04-2025 to 30-06-2025	\$21.74	\$21.74
Drainage Fee	01-04-2025 to 30-06-2025	\$30.44	\$30.44
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$72.82



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 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.

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

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

Recycled water is available at this property

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

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: 5305602

Address: 25 WATERSIDE BVD, WOLLERT VIC 3750

Water Information Statement Number: 30931174

HOW TO PAY

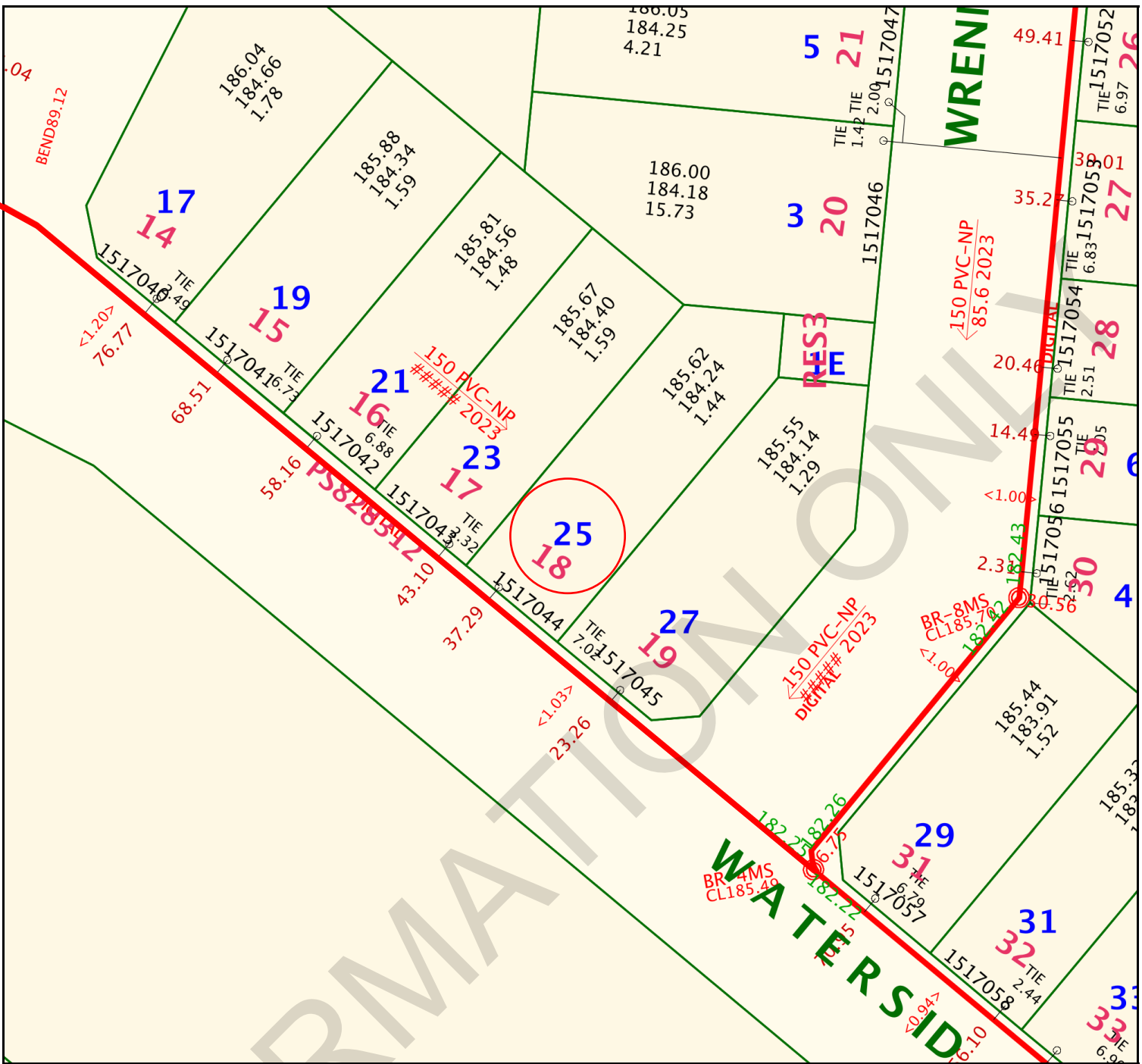


Billers Code: 314567
Ref: 04976907825



**Amount
Paid**

**Date
Paid**

**Receipt
Number**



















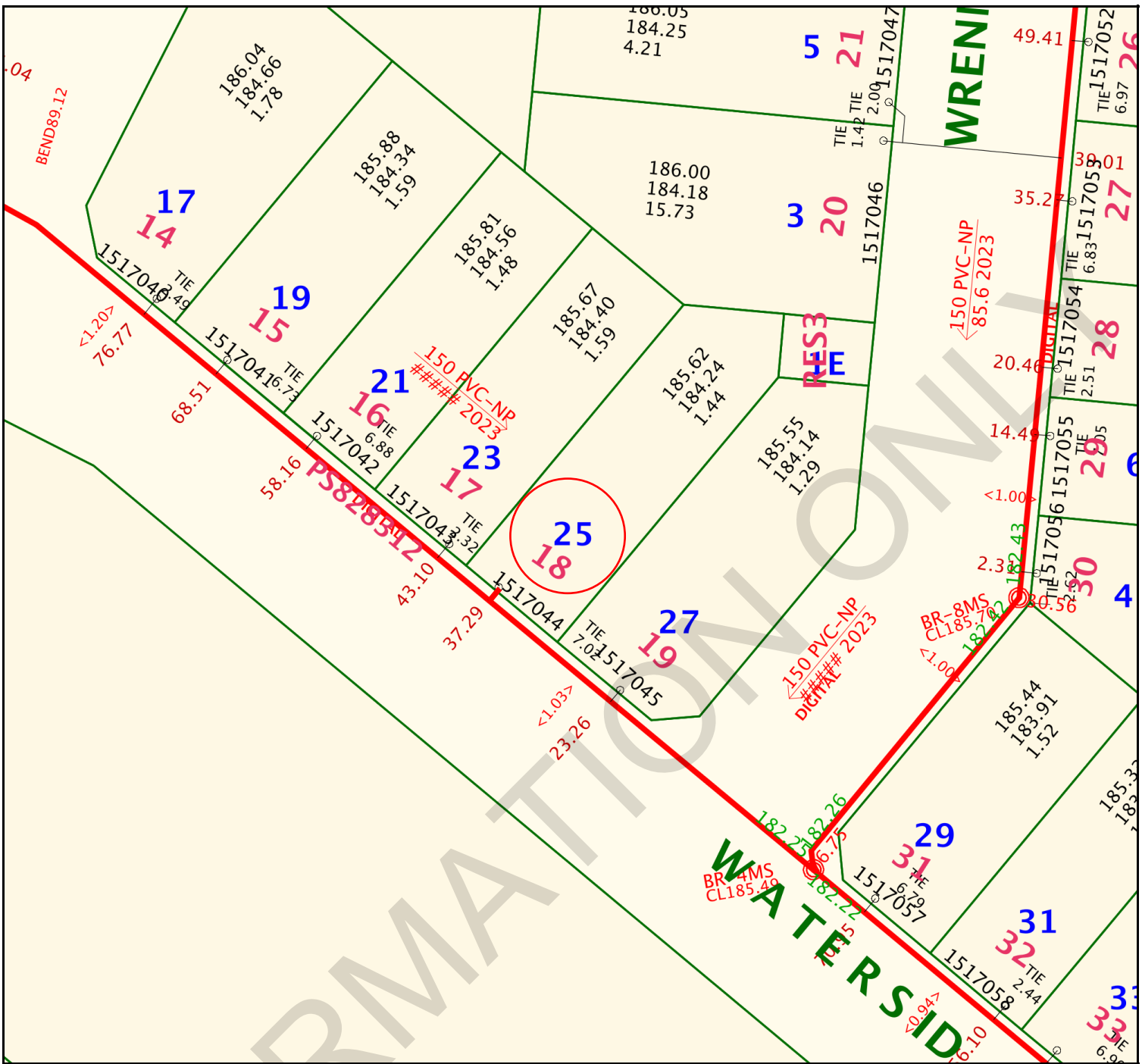
Address 25 WATERSIDE BOULEVARD WOLLERT 3750

Yarra Valley Water Sewerage Depth Offset Asset Map	Date	11/08/2024		
	Scale	1:500		

Disclaimer: This Sewerage Depth Offset Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

ABN 93 066 902 501

Existing Title		Gas Check Manhole		Abbreviation Pipe Material	VC VITREOUS CLAY PVC-NP UPVC - Non Pressure PVC-PW UPVC - Profile Wall CONC CONCRETE RC/UCON CC Re/Un-reinforced PP_SW POLYPROYLENE HDPE POLYETHYLENE CI CAST IRON	ASSET DETAILS	Pipe Size: 150
Proposed Title		Inspection Shaft					Pipe Material: PVC-NP
Sewer Branch		Pipe Junction		Average Depth (m): 2.96			
Existing Sewer		Maintenance Shaft		Branch Length (m): 1.436			
Circular Manhole		Maintenance Chamber		Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe. If pipe offset is not shown, it is unknown and will need to be proven on site. YVW Ref: 5305602			
Sewer Offset		End of Pipe					
Abandoned Sewer		Rectangular Manhole					
Pump Station		Ventilation					



Yarra Valley Water Sewer Branch Asset Map	Address	25 WATERSIDE BOULEVARD WOLLERT 3750	
	Date	11/08/2024	
	Scale	1:500	



ABN 93 066 902 501

Disclaimer: This Sewer Branch Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

Existing Title	Access Point Number	GLV2-42	Abbreviation Pipe Material	VC VITREOUS CLAY PVC-NP UPVC - Non Pressure PVC-PW UPVC - Profile Wall CONC CONCRETE RC/UCON CC Re/Un-reinforced PP_SW POLYPROYLENE HDPE POLYETHYLENE CI CAST IRON	ASSET DETAILS	Branch Size: 100 Branch Material: PVC-NP Branch Depth (m): 1.378 Branch Length (m): 1.436
Proposed Title	Circular Manhole					
Sewer Branch	Gas Check Manhole					
Existing Sewer	Inspection Shaft					
Sewer Pipe Flow	Pipe Junction					
Sewer Offset	Maintenance Shaft					
Abandoned Sewer	Maintenance Chamber					
Long Branch Reducer	End of Pipe					

RESPONSIBILITY OF SEWER CONNECTION POINTS

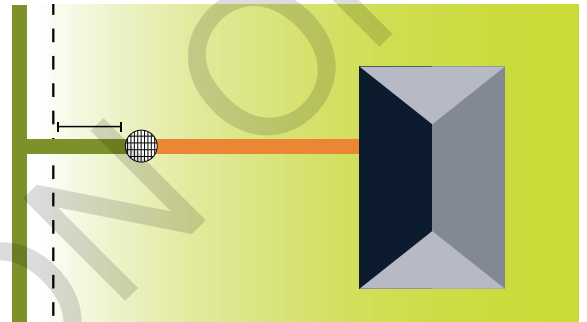


Yarra Valley Water's (YVW) responsibility of the sewer connection point is dependent on the location of the sewer main and the first Inspection Opening (I.O), which may be above or below ground. YVW and property owner responsibilities for the sewer connection points are outlined below.

STAND ALONE RESIDENCE

Sewer connection point where the sewer main is **outside** the property.

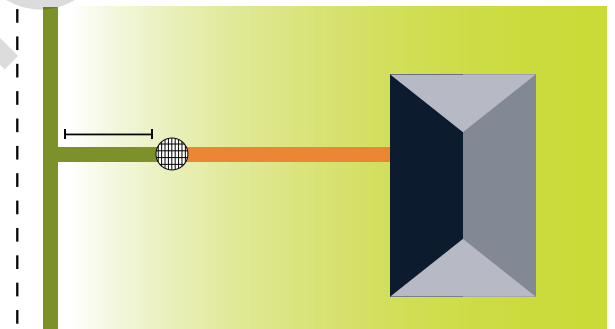
YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



STAND ALONE RESIDENCE

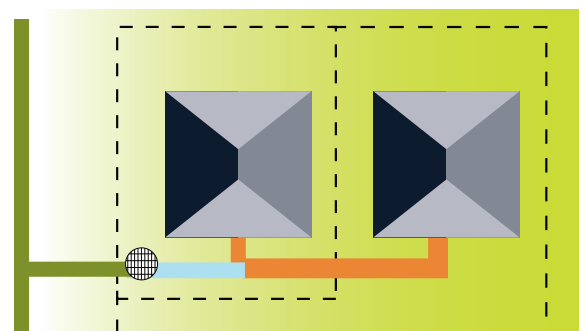
Sewer connection point where the sewer main is **inside** the property.

YVW responsibility ends at the I.O. or up to 1 metre from the sewer main (whichever is less).



COMBINED PRIVATE PLUMBING (UNITS, NEIGHBORING PROPERTIES)

YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



KEY

Orange line: Property owner responsibility

Light blue line: Combined property owner responsibility

Green line: YVW responsibility

Dashed line: Boundary of property

Globe icon: Inspection opening (may be below ground or at surface level)



Building / structure

Property Clearance Certificate

Land Tax



JURIS NEXUS LAWYERS

Your Reference:	LD:76405873-014-1.2504WY0
Certificate No:	89389467
Issue Date:	07 APR 2025
Enquiries:	ESYSPROD

Land Address: 25 WATERSIDE BOULEVARD WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50700961	18	828312	12548	663	\$1,470.00

Vendor: 18 FINDONVIEW PTY LTD
Purchaser: INFORMATION FOR INFORMATION

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
18 FINDONVIEW PTY LTD	2025	\$340,000	\$1,470.00	\$0.00	\$1,470.00


Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$340,000
SITE VALUE (SV):	\$340,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$1,470.00

Notes to Certificate - Land Tax

Certificate No: 89389467

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,470.00

Taxable Value = \$340,000

Calculated as \$1,350 plus (\$340,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$3,400.00

Taxable Value = \$340,000

Calculated as \$340,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 89389467

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 89389467

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



JURIS NEXUS LAWYERS

Your Reference:	LD:76405873-014-1.2504WY014
Certificate No:	89389467
Issue Date:	07 APR 2025
Enquires:	ESYSPROD

Land Address: 25 WATERSIDE BOULEVARD WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50700961	18	828312	12548	663	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
100	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$340,000
SITE VALUE:	\$340,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 89389467

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



JURIS NEXUS LAWYERS

Your Reference: LD:76405873-014-1.2504WY014

Certificate No: 89389467

Issue Date: 07 APR 2025

Land Address: 25 WATERSIDE BOULEVARD WOLLERT VIC 3750

Lot	Plan	Volume	Folio
18	828312	12548	663

Vendor: 18 FINDONVIEW PTY LTD

Purchaser: INFORMATION FOR INFORMATION

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 89389467

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 89389464

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 89389464

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

ROADS PROPERTY CERTIFICATE

The search results are as follows:

JURIS NEXUS LAWYERS
1/17 Carrington Road
BOX HILL 3128

Client Reference: 2504WY014

NO PROPOSALS. As at the 6th April 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

25 WATERSIDE BOULEVARD, WOLLERT 3750
CITY OF WHITTLESEA

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

Date of issue: 6th April 2025

Telephone enquiries regarding content of certificate: 13 11 71

Extract of EPA Priority Site Register

Page 1 of 1

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 25 WATERSIDE BOULEVARD

SUBURB: WOLLERT

MUNICIPALITY: WHITTLESEA

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 389 Reference A7

DATE OF SEARCH: 6th April 2025

ACKNOWLEDGMENT AND IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER AND THIS EXTRACT:

A search of the Priority Sites Register for the above map reference(Melways), corresponding to the street address provided above, has indicated there is no Priority Site within the same map reference based on the most recent file provided to LANDATA by the Environment Protection Authority, Victoria (EPA).

The Priority Sites Register is not an exhaustive or comprehensive list of contaminated sites in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that EPA may not have information regarding all contaminated sites. While EPA has published information regarding potentially contaminating land uses, local councils and other relevant planning authorities may hold additional records or data concerning historical land uses. It is recommended that these sources of information should also be consulted in addition to this Extract.

Prospective buyers or parties to property transactions should undertake their own independent investigations and due diligence. This Extract should not be relied upon as the sole source of information regarding site contamination.

To the maximum extent permitted by law:

- Neither LANDATA, SERV nor EPA warrants the accuracy or completeness of the information in this Extract. Any person using or relying upon such information does so on the basis that LANDATA, SERV and EPA assume no liability whatsoever for any errors, faults, defects or omissions in the information in this Extract. Users are advised to undertake independent due diligence and seek professional advice before relying on this information
- Users of this Extract accept all risks and responsibilities for losses, damages, costs or other consequences resulting directly or indirectly from reliance on the information in this Extract or any related information; and
- LANDATA, SERV and EPA expressly disclaim all liability to any person for any claims arising from the use of this Extract or information therein. In circumstances where liability cannot be excluded, the total liability of LANDATA, SERV and EPA is limited to the payment made by you for the supply by LANDATA of this Extract.

For sites listed on the Priority Sites Register, copies of the relevant Notices, including reasons for issuance and associated management requirements, is available on request from EPA through the contact centre via 1300 EPA VIC (1300 372 842). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

Contact Name Paul Smith
Telephone 13 21 61
Facsimile 03 9628 6853
Your Ref: 76405873-015-8

08 April 2025

JURIS NEXUS LAWYERS

c/- Landata
GPO Box 527
MELBOURNE VIC 3001

Dear Sir/Madam,

Growth Areas Infrastructure Contribution (GAIC)

25 Waterside Boulevard, Wollert (Volume 12548 Folio 663) - (the land)

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate dated 06 April 2025 in respect of the land.

Although the land is currently within the urban growth boundary and a Growth Area, the GAIC liability in respect of the land has been fully discharged and the GAIC notification on the land has been removed.

For further details regarding GAIC, please visit the State Revenue Office website or telephone 13 21 61.

If you have any queries in relation to this matter please contact me.

Yours sincerely

Paul Smith

Paul Smith
Senior Customer Service Officer
Land Revenue Administration

FW: Request for developers approval from FindonView Estate

Elise Ward <eward@coreprojects.com.au>

Tue 27/08/2024 15:07

To: Pikau Projects <pikau.projects@outlook.com>

📎 1 attachments (3 MB)

4. 25 Waterside Blvd_240823.pdf;

Hi Rachel,
Findonview Estate does not require Developer Approval.

Kind regards,

Elise Ward
Her/She

Estate Manager

1300 135 819
0428 796 422

Wurundjeri Country
1-4 Layfield Street
South Melbourne Victoria 3205

 [instagr](#)
[am](#)  [linke](#)
[din](#)

Projects with purpose.



Core acknowledges Aboriginal and Torres Strait Islander people as the Traditional Custodians of the land and acknowledges and pays respect to their Elders, past and present.

From: Pikau Projects <pikau.projects@outlook.com>

Sent: Sunday, August 25, 2024 1:15 AM

To: Info <info@coreprojects.com.au>; contacts@coreprojects.com.au

Subject: Re: Request for developers approval from FindonView Estate

Some people who received this message don't often get email from pikau.projects@outlook.com. [Learn why this is important](#)

Hi there,

We have updated the plans and attached in this email accordingly.

Could you please review and let me know if you are happy to give an approval?

regards,

Rachel Chen

E pikau.projects@outlook.com

Pikau Projects Pty Ltd

From: Pikau Projects

Sent: Wednesday, August 21, 2024 12:54:51 AM

To: info@coreprojects.com.au <info@coreprojects.com.au>; contacts@coreprojects.com.au

<contacts@coreprojects.com.au>

Subject: Request for developers approval from FindonView Estate

Hi Core Projects,

We want to build a single storey house in FindonView Estate at 25 Waterside Boulevard Wollert VIC 3750.

Enclosed is the architectural drawings for developer approval.

If our design or construction doesn't requires a developer approval, could you please also confirm in writing as well?

I looking forward to hearing from you.

regards,

Rachel Chen

E pikau.projects@outlook.com

Pikau Projects Pty Ltd

INFORMATION ONLY

Domestic Building Insurance

Certificate of Insurance

18 Findonview Pty Ltd

**13 Nimble St
MERNDA
VIC 3754**

Policy Number:

C913653

Policy Inception Date:

14/09/2024

Builder Account Number:

326144

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

Policy Schedule Details

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

At the property: **25 Waterside Bvd WOLLERT VIC 3750 Australia**

Carried out by the builder: **FOREVER GROW DEVELOPMENTS PTY LTD**

Builder ACN: **168038408**

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

For the building owner(s): **18 Findonview Pty Ltd**

Pursuant to a domestic building contract dated: **12/09/2024**

For the contract price of: **\$ 396,000.00**

Type of Cover: **Cover is only provided if FOREVER GROW DEVELOPMENTS PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

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

IMPORTANT

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

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



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*

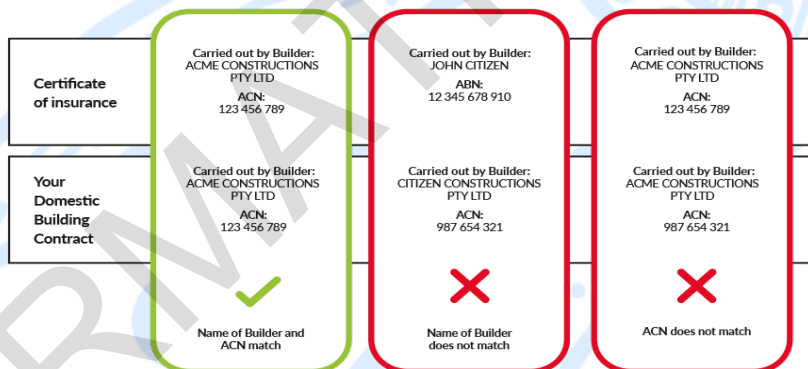
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$4,561.00
GST:	\$456.10
Stamp Duty:	\$451.54
Total:	\$5,468.64

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424
Below are some examples of what to look for



File No.11101

FORM 2
Regulation 37(1)
Building Act 1993
Building Regulations 2018**BUILDING PERMIT**

Building Permit No. 7987729337696

Issued To

Agent of Owner: **Pikau Projects Pty Ltd**
Postal Address: **5 Avion Crescent Truganina Vic** Postcode: **3029**
Email: **pikau.projects@outlook.com**
Address for Serving or Giving of Documents: **5 Avion Crescent Truganina** Postcode: **3029**
Contact Person: **Rachel Chen** Telephone: **0493 986 957**

Ownership Details

Owner: **18 FINDONVIEW PTY LTD**
ACN 650 084 236
Postal Address: **13 Nimble Street Mernda VIC** Postcode: **3754**
Email: **alanlaowang@gmail.com**
Contact Person: **Yong Wang** Telephone: **0450 130 306**

Property Details

Number: **25** Street/Road: **Waterside Boulevard** Suburb: **Wollert** Postcode: **3750**
Lot(s): **18** LP/PS: **18\PS828312** Volume: **12548** Folio: **663**
Crown Allotment: - Section No: - Parish: **Kalkallo** County:
Municipal District: **Whittlesea City Council**

Builder Details

Name: **FOREVER GROW DEVELOPMENTS PTY LTD** Contact Person: **Xiaoyue JIANG**
CDB-U 74682 Telephone: **0477 82 9999**
Address: **Unit 10, 150 Canterbury Road Kilsyth South VIC** Postcode: **3137**

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

Building Practitioner or Architect Engaged to Prepare Documents for This Permit

Name	Category/Class	Registration Number
FOREVER GROW DEVELOPMENTS PTY LTD	Domestic Builder - Unlimited	CDB-U 74682
Yuanfeng Shi	Building Designer	DP-AD 47098
Jiaquan Cui	Professional Engineer (Civil)	PE0001329
Shanggeng Luo	Professional Engineer (Civil)	PE0001299

Domestic Building Work Insurance Details⁵

The Issuer or Provider of the Required Insurance Policy is: **HIA INSURANCE SERVICES PTY LTD**
Insurance Policy No. **C913653**
Insurance Policy Date: **14/09/2024**

Planning Permit Details

Planning Permit No.

Planning Permit Granted Date:

Nature of Building Work

Description: **Construction of Single Storey Dwelling & Garage**

Does the Building Work Relate to a Small Second Dwelling? No

Storeys Contains: **1**

Rise in Storeys (Class 2-9 Building):

Effective Height:

Type of Construction:

Version of BCA Applicable to Building Permit: **NCC 2022 Volume 2**

Stage of Building Work Permitted:

Cost of Building Work: **\$396,000.00**

Total Floor Area of New Building Work In m²: **199**

Building Classification

Part of Building	BCA Classification
Single Storey Dwelling	1a(a)
Garage	10a

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(s)
Whittlesea City Council	Legal Point of Discharge	133(2)

Protection Work

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

Inspection Requirements³

The protocol for subsequent mandatory inspection stages shall be observed in the following sequence:

- Before placing a footing (Piers, Pre Slab, Footings)**
- Before pouring an in situ reinforced concrete member (Steel Reinforcement)**
- The completion of framework (Sub Floor, Frame)**
- Final, on the completion of all building work (Final)**

Occupation or Use 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: **17/09/2025**

If the building work to which this building permit applies is not completed by this date, this building permit will lapse. Unless an extension has been 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: **17/09/2026**

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

Documents Supporting Application

- Appointment of RBS
- Architectural Drawings
- ASIC Company Extract

- Builders HOW Insurance
- Certificate of Title
- Drainage Certificate Form 126
- Drainage Design
- Energy Rating Report & Endorsed Drawings
- Engineers Certificate Form 126
- Engineers Structural Computations
- Engineers Structural Drawings
- Feature Survey Plan
- Form 1 - BP Application
- Legal Point of Discharge of Stormwater
- MCP
- Plan of Subdivision
- Property Information - Council
- S10 - Statement (NCC 2022)
- S173 - Agreement
- Sewer Details
- Soil Test Report

Relevant Building Surveyor

Company Name: **MKT & Associates Pty Ltd**
 Building Practitioner Registration No. **CBS-U 74136**
 Address: **179 Peel Street, North Melbourne VIC 3051**
 Email: **office@mktconsultants.com.au**

Designated Building Surveyor

Name: **Minh Tran**
 Building Practitioner Registration No. **BS-U 27714**
 Permit No. **7987729337696**
 Permit Issued Date: **17/09/2024**

Signature:



******* [CONDITIONS OF APPROVAL] *******

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

1.	Approval is conditional upon no unauthorised encroachment of any part of the work and/or building beyond the allotment boundary/street alignment. Where necessary, boundary locations shall be established by preparation of a title re-establishment.
2.	This permit only allows you to construct the building works. It is the owners/developers responsibility to ensure all conditions of the town planning permit are complied with. There may be particular conditions that must be satisfied prior to commencement of work/development. It may be a breach of the planning permit if these are not met.
3.	Any building work done pursuant to this building permit shall comply with the Building Act 1993 and the Building Regulations 2018 and with any conditions or requirements imposed in accordance with the Act or Regulations.
4.	Manufacturer's roof truss layout(s), computations and certificate(s) must be submitted to the Relevant Building Surveyor for approval prior to frame inspection.

******* [NOTES] *******

1.	Under Regulation 42 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
2.	Under Regulation 41 the person in charge of 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
3.	Include building practitioners with continuing involvement in the building work

4.	Include building practitioners with no further Involvement in the building work
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

INFORMATION ONLY



**MKT & Associates Pty Ltd T/A
MKT Building Surveyors**
179 Peel Street, North Melbourne
VIC 3051
Office: 03 9448 8888 or 0402 619
929
office@mktconsultants.com.au
www.mktconsultants.com.au
ABN 12 648 790 498

Builder's Name & Registration Number
FOREVER GROW DEVELOPMENTS PTY LTD
CDB-U 74682

Contact Details
0477 82 9999

Building Surveyor's Name & Registration Number
MKT & Associates Pty Ltd
CBS-U 74136

Contact Details
Office: 03 9448 8888 or 0402 619 929

Building Permit Number
7987729337696

Date Issued
17 September 2024



Enquiries: *Building and Planning Administration 9217 2259*
Buildplan@whittlesea.vic.gov.au

Your Ref:

22 August 2024

R C Pikau Projects Pty Ltd

**BUILDING REGULATION 51 1 (a) (b) (c) and
51 2 (a) (b) (c) (d) (e) PROPERTY INFORMATION
25 (Lot 18) Waterside Boulevard, Wollert**

Further to your application for property information for the above address I write to advise the following:

Regulation 51 1 (a)*

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
--------------------	-------------	----------------------------	--------------------------------------

In the last 10 years no building permits were issued.

Regulation 51 1 (b) (c)*

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations **Not Applicable**

Details of any current notice or order issued by the relevant building surveyor under the Act **No**

(Please consult with Owner for copy of Building Notice where applicable)

Regulation 51 2 (a) (b) (c) (d) (e)**

Flood Prone Area **No**
 Termite Prone Area **No**
 A BAL has been specified in a Planning Scheme **No**
 Alpine Snowfall Prone Area **No**
 Designated Land or Works **No**
 Is an Infrastructure Levy applicable? **Yes**

If Yes –Please check [Council's website](#) for current applicable rate and payment methods

Council Offices
 25 Ferres Boulevard
 South Morang VIC 3752
 Locked Bag 1
 Bundoora MDC VIC 3083
 ABN 72 431 091 058

Tel 03 9217 2170
Fax 03 9217 2111
TTY 133 677 (ask for 9217 2170)
Email info@whittlesea.vic.gov.au
www.whittlesea.vic.gov.au

 **Free Telephone Interpreter Service**

عربي	9679 9871	Hrvatski	9679 9872
廣東話	9679 9857	Ελληνικά	9679 9873
Italiano	9679 9874	Türkçe	9679 9877
Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879

*This information relates only to the structures itemised. It does not mean that there are no illegal or non-complying structures to be found on this allotment. Prospective owners are advised accordingly. Information older than ten (10) years, or details of building inspection approval dates, may be obtained from Council if necessary for an additional fee. Please contact Building Services on 9217 2259 if you wish to take advantage of this service. Council is not responsible for the validity or accuracy of any information provided by private building surveying firms as may be noted above. Please contact any private permit provider as noted accordingly (where applicable) to address any concerns you may have.

**In accordance with the Building regulations, Council no longer designates "bushfire prone areas". This function is now the responsibility of The Minister for Planning who has declared portions of the Municipality as designated bushfire prone areas. This mapping is available via www.planning.vic.gov.au. The severity of bushfire attack can be determined by a Bushfire Attack Level Assessment (BAL).

Australian Height Datum details relating to any flood areas determined under the Water Act 1989 may be obtained by contacting Melbourne Water on 131722.

New Swimming Pool and Spa Regulations commenced in Victoria on the 1 December 2019. Property owners must have their swimming pool and spas registered with Council and ongoing safety barrier compliance checks. For more information, please visit www.whittlesea.vic.gov.au/pools.

NOTE: Point of Discharge Information is provided by the Engineering and Transportation Department, if you would like to check the status of your point of discharge information please email Engineering.Services@whittlesea.vic.gov.au or call 9217 2170.

Yours sincerely

**BUILDING AND PLANNING
CITY OF WHITTLESEA**

Enquiries: *Building and Planning Administration 9217 2170*
Buildplan@whittlesea.vic.gov.au

Your Ref: 76405873-021-9 76405873-020-2 76405873-022-6

6 May 2025

Landata,

**BUILDING REGULATION 51 1 (a) (b) (c),
51 2 (a) (b) (c) (d) (e) AND 51 3 PROPERTY INFORMATION
25 (Lot 18) Waterside Boulevard, Wollert**

Further to your application for property information for the above address I write to advise the following:

Regulation 51 1 (a)*

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
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In the last 10 years no building permits were issued.

Regulation 51 1 (b) (c)*

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations **Not Applicable**

Details of any current notice or order issued by the relevant building surveyor under the Act **No**

(Please consult with Owner for copy of Building Notice where applicable)

Regulation 51 2 (a) (b) (c) (d) (e)**

Flood Prone Area **No**

Termite Prone Area **No**

A BAL has been specified in a Planning Scheme **No**

Alpine Snowfall Prone Area **No**

Designated Land or Works **No**

Is an Infrastructure Levy applicable? **Yes**

If Yes –Please check [Council's website](#) for current applicable rate and payment methods

Regulation 51 3

Building Permit No	Brief Description of Works	Inspection type	Inspection Date
n/a – no record			

Council Offices
 25 Ferres Boulevard
 South Morang VIC 3752
 Locked Bag 1
 Bundoora MDC VIC 3083
 ABN 72 431 091 058

Tel 03 9217 2170
Fax 03 9217 2111
TTY 133 677 (ask for 9217 2170)
Email info@whittlesea.vic.gov.au
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Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879

*This information relates only to the structures itemised. It does not mean that there are no illegal or non-complying structures to be found on this allotment. Prospective owners are advised accordingly. Information older than ten (10) years, or details of building inspection approval dates, may be obtained from Council if necessary for an additional fee. Please contact Building Services on 9217 2170 if you wish to take advantage of this service. Council is not responsible for the validity or accuracy of any information provided by private building surveying firms as may be noted above. Please contact any private permit provider as noted accordingly (where applicable) to address any concerns you may have.

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NOTE: Point of Discharge Information is provided by the Engineering and Transportation Department, if you would like to check the status of your point of discharge information please email Engineering.Services@whittlesea.vic.gov.au or call 9217 2170.

If you have any queries, please contact the Building and Planning department on 9217 2170.

Yours sincerely

**BUILDING & PLANNING
CITY OF WHITTLESEA**

File #11101
FORM 16
Building Act 1993
Building Regulations 2018
Regulation 192

OCCUPANCY PERMIT

Property Details			
Number: 25	Street/Road: Waterside Boulevard	Suburb: Wollert	Postcode: 3750
Lot(s): 18	LP/PS: 18\PS828312	Volume: 12548	Folio: 663
Crown Allotment:	Section No:	Parish: Kalkallo	County:
Municipal District: Whittlesea City Council			

Building Permit Details

Building Permit Number: **7987729337696**

A version of BCA applicable to Building Permit: **NCC 2022 Volume 2**

Description of Building Work: **Construction of Single Storey Dwelling & Garage**

BCA Class	Part of Building	Permitted Use	Max Floor Live Load	Max People Accommodated
1a(a)	Single Storey Dwelling	Residential	1.5 kPa	N/A
10a	Garage	Garage	2.5 kPa	N/A

Storeys Contained:	1	Rise in Storeys (Class 2-9 Bldg):	
Effective Height:		Type of Construction:	

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
Whittlesea City Council	Legal Point of Discharge	133(2)

Occupancy Permit Conditions
Occupation is subject to the following conditions: <ul style="list-style-type: none"> All services, including cooking and hot water appliances and any applicable alternative water systems (such as solar, rainwater or recycled/grey water), must be fully connected and operational prior to occupation

Suitability for Occupation
At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation
Final Inspection Approved Date: 30/04/2025
Occupancy Permit Number: 7987729337696
Occupancy Permit Issued Date: 19/05/2025
Pursuant to Section 46 (2) of the Building Act 1993, this Occupancy Permit is not evidence that the building, part of the building or building work listed above complies with the Building Act 1993 or the Building Regulations 2018

Relevant Building Surveyor

Name: MKT & Associates Pty Ltd

Registration Number: CBS-U 74136

Company Name: MKT & Associates Pty Ltd T/A MKT Building Surveyors

Address: 179 Peel Street, North Melbourne VIC 3051

ABN: 12 648 790 498

Email: office@mktconsultants.com.au



Signature:

Signed Date: 19/05/2025

INFORMATION ONLY