



**True Conveyancing**

Settle with smile

ABN: 99670773846

**ABHISHEK BHASIN**

to

---

**CONTRACT OF SALE OF REAL ESTATE**

---

**Property: 66 Rozas Avenue, Wollert VIC**

**True Conveyancing**  
**Licensed Conveyancers**  
PO Box 1204  
CRAIGIEBURN VIC 3064  
Tel: 0433 404 293  
Fax:  
Ref: RS:TC1627



**TRUE CONVEYANCING**



**PO Box 1204, CRAIGIEBURN VIC 3064**



**0433 404 293**



**info@trueconveyancing.com.au**

# Contract of Sale of Land

Property:

**66 Rozas Avenue, Wollert VIC 3750**

**True Conveyancing**

Tel: 0433 404 293  
PO Box 1204, Craigieburn VIC 3064  
Ref: RS:TC1627

# Contract of Sale of Land

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

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

# Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

**SIGNED BY THE PURCHASER:** .....  
..... on ...../...../2024

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

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

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

**SIGNED BY THE VENDOR:** .....  
..... on ...../...../2024

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

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

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

# Table of Contents

Particulars of Sale .....	5
Special Conditions.....	7
General Conditions.....	17

1. ELECTRONIC SIGNATURE
2. LIABILITY OF SIGNATORY
3. GUARANTEE
4. NOMINEE
5. ENCUMBRANCES
6. VENDOR WARRANTIES
7. IDENTITY OF THE LAND
8. SERVICES
9. CONSENTS
10. TRANSFER & DUTY
11. RELEASE OF SECURITY INTEREST
12. BUILDING WARRANTY INSURANCE
13. GENERAL LAW LAND
14. DEPOSIT
15. DEPOSIT BOND
16. BANK GUARANTEE
17. SETTLEMENT
18. ELECTRONIC SETTLEMENT
19. GST
20. LOAN
21. BUILDING REPORT
22. PEST REPORT
23. ADJUSTMENTS
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING
25. GST WITHHOLDING
26. TIME & CO OPERATION
27. SERVICE
28. NOTICES
29. INSPECTION
30. TERMS CONTRACT
31. LOSS OR DAMAGE BEFORE SETTLEMENT
32. BREACH
33. INTEREST
34. DEFAULT NOTICE
35. DEFAULT NOT REMEDIED

# Particulars of Sale

## Vendor's estate agent

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

## Vendor

Name: ABHISHEK BHASIN  
Address:  
ABN/ACN:  
Email:

## Vendor's legal practitioner or conveyancer

Name: True Conveyancing  
Address: PO Box 1204, Craigieburn VIC 3064  
Email: info@trueconveyancing.com.au  
Tel: 0433 404 293 Mob: Fax: Ref: TC1627

## Purchaser's estate agent

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

## Purchaser

Name:  
Address:  
ABN/ACN:  
Email:

## Purchaser's legal practitioner or conveyancer

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

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12518 Folio 860	327	PS 900029H

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: 66 Rozas Avenue, Wollert VIC 3750

**Goods sold with the land** (general condition 6.3(f)) *(list or attach schedule)* All fixed floor coverings, Light fittings, window furnishings and all fixtures and fittings of permanent nature as inspected, if a separate Goods schedule is attached, then solely as per such attached 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**.....

or **14 days** after vendor gives notification to purchaser of the issue of **occupancy permit (off-the-plan)** whichever is later.

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

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

**Lease** (general condition 5.1)

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

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

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

OR

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

OR

a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender: .....

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

### Building report

General condition 21 applies only if the box is checked

### Pest report

General condition 22 applies only if the box is checked

## Special Conditions

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

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

**Special condition 1 – Interpretation & Definitions**

- a) Headings are inserted for convenience and do not affect the interpretation of this contract.
- b) Reference to:
- i. one gender includes the others;
  - ii. the singular includes the plural, and the plural includes the singular;
  - iii. a person includes a body corporate;
  - iv. a party includes the party's executors, administrators, successors, and permitted assigns;
    - A. a Statutory Provision includes:
    - B. that Statutory Provision as amended, updated, or re-enacted from time to time; and
    - C. a statute, regulation, or provision enacted in replacement of that Statutory Provision; and
  - v. Money is in Australian dollars unless otherwise stated.
- c) A reference to a thing (including an amount) is a reference to the whole and each part of it, and a reference to a group is a reference to all members of the group collectively, to any two or more of them collectively, and each of them individually.
- d) "Including" and similar expressions are not words of limitation.
- e) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- f) A provision of this contract must not be construed to the disadvantage of a party merely because that

party was responsible for the preparation of the contract or the inclusion of the provision in the contract.

- g) If an act must be done on a specified day that is not a Business Day, it must be done instead on the next Business Day.

## 1.2 Terms used in Particulars of Sale

Words and phrases used in the Particulars of Sale have the same meaning in the balance of the contract.

## 1.3 Defined Terms in this Contract

**Authority** means any municipality, authority, or person exercising any powers or functions under any applicable laws or legal requirements;

**Business Day** means any day on which banks are open for business in Melbourne, Victoria;

**Building** means all buildings and improvements to be constructed on the land;

**Contract** means this Contract of Sale together with all attachments including but not limited to the general conditions, particulars of sale, architectural plans, fittings, and fixtures schedule, special conditions, guarantee, and the Vendor's Statement;

**Contaminant** includes all materials, pollutants, contaminants, and substances that make or may make the Property polluted as defined in the Environmental Protection Act 1970 (Vic);

**Due Diligence Checklist** means a checklist in accordance with section 33 of the *Sale of Land Act 1962*;

**General Conditions** mean the general conditions 1 to 35 forming part of this contract.

**Guarantee** means a deed of guarantee and indemnity in the form;

**Lease** means the lease (if any) referred to in the Vendor's Statement;

**Loss** includes a cost (including legal fees and disbursements on a full indemnity basis), expense, liability, loss, fine, penalty, suit, claim, or damage;

**Occupancy Permit** means a permit or certificate to be obtained by the Vendor from the Council or other duly authorised person or body certifying that the dwelling forming part of the Works relating to the Property is suitable for occupation.

**Property** means and includes the property referred to in the Property description in the Particulars of Sale.

**Marketing Material** means, in respect of or relating to the Property, all brochures, pamphlets, information memoranda, property reports, sales reports, advertisements, and all other materials or information which may have been used to promote or in connection with the sale of the Property.

**Notice** means a notice or other communication connected with this contract;

**Outgoings** mean all rates, taxes assessments, and other outgoings in respect of the Land which must be borne by the Purchaser from the Settlement date;

**Service** includes lifts, escalators, air treatment (mechanical conditioned or otherwise), communication, drainage, garbage, electricity, gas, oil, radio, sewerage, telephone, security, television, or water service;

**Settlement** means the completion of this contract by the occurrence of the events required under General Condition and any other acts required under this contract to be performed on or before the Settlement Date;

**Statutory Provision** means a statute, regulation, or provision of a statute or regulation; and

**Vendor's Statement** means the statement made by the Vendor under section 32 of the *Sale of Land Act 1962*.



### **Special condition 2- Variations to General Conditions**

#### **2.1 – Nomination**

- a) General Condition 4 is to be deleted entirely and to be replaced as follows:
- a. The Purchaser may, if the Purchaser is not in default, at least 14 days before settlement, nominates a substitute or additional purchaser.
  - b. The Purchaser must deliver to the Vendor's Solicitor:
    - i. a completed and executed notice of nomination; and
    - ii. If the nominee is or includes a proprietary company, a guarantee in the form annexed to this Contract is executed by that company's directors.
  - c. The Purchaser and each guarantor must indemnify and keep indemnified the Vendor from and against any claim, penalty, or demand in respect of stamp duty or costs arising from the nomination of the substitute purchaser.
- b) On the settlement date, a nomination fee of \$300.00 plus GST to be paid by the nominee to the vendor's conveyancer as compensation for the vendor's additional legal expenses in respect of nomination processing.

**2.2 – Settlement** - General Condition 17 is amended by adding additional clause 17.4 as:

- a) If the settlement is rescheduled due to delays from the purchaser, the purchaser shall pay the vendor's Solicitor/conveyancer an amount of \$300 plus GST for each and every rescheduled settlement date.

**2.3 – Loan** - General Condition 20 is amended by adding additional clause 20.4 as:

- a) A new general condition 20.4 is added "If the purchaser rescinds the contract based on finance clause, then they need to provide satisfactory evidence from financial institution. Any evidence from mortgage broker will not be deemed as sufficient evidence."
- b) Failure to comply with this Special condition 2.3 b in a time frame as prescribed by General Condition 20.2 will render the Contract of Sale unconditional.

**Special condition 3 - Property Condition**

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

3.1 The Purchaser buys the Property subject to the following restrictions:

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

3.2 The Purchaser agrees not to seek to terminate, rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

3.3 The Purchaser may not call upon the Vendor to:

- a) amend title or to bear the cost of amending title; or
- b) fix any Restriction or bear the cost of fixing any Restriction.

**Special condition 4 – Notice**

- a) The Purchaser is responsible for any notice, order, demand, or levy imposing liability on the Property that is issued or made on or after the Day of Sale that does not relate to periodic outgoings.
- b) The Purchaser may enter the Property by giving the Vendor reasonable prior notice and at reasonable times, to comply with that responsibility where the action is required before Settlement. The Purchaser must use reasonable endeavors not to disrupt the use and occupation of the Property by the Vendor (or the occupants, where the Property is leased) and indemnifies the Vendor for any loss or damage suffered by the Vendor as a consequence of the Purchaser exercising its rights under this Special Condition. The Purchaser enters the Property at its own risk.

**Special condition 5 – Restrictions**

- a) Property is sold subject to all easements, covenants, leases/licenses, encumbrances, appurtenant easements, and encumbrances and restrictions (if any) as set out herein or attached hereto. The purchaser should make their own enquiries about whether any structure or buildings are constructed over any easements prior to signing the contract; otherwise, the purchaser accepts the location of all buildings and shall not make any claim in relation thereto.

**Special condition 6 – Planning controls**

- a) The Purchaser buys the Property subject to the applicable planning scheme, any planning permits for the Property, and any other applicable planning controls.

**Special condition 7 – Stamp Duty**

**The Purchaser acknowledges that:**

- a) the Vendor makes no warranty or representation as to the amount of stamp duty payable on the Transfer of Land; and
- b) the Purchaser has made its own enquiries and investigations in that regard and relies on the results of those enquiries and investigations and on its own judgement; and
- c) the Purchaser is liable for all such stamp duty.
- d) Purchaser may not:
- e) make any requisition, objection, or claim against the Vendor in connection with the stamp duty payable on the Transfer of Land.
- f) Delay or postpone settlement or retain any part of the Balance of the Price as a result of any legislative amendment or any ruling or determination made by the State Revenue Office of Victoria affecting the stamp duty payable on the Transfer of Land.

**Special condition 8 – Multiple Purchasers**

- a) If there is more than one purchaser under this contract, it is each Purchaser's responsibility to ensure this contract correctly records at the Day of Sale the proportions in which they are buying the Land ("Proportions").
- b) If the Proportions recorded in the Transfer of Land differ from those recorded in this contract, it is each Purchaser's responsibility to pay any additional duty which may be assessed as a result

of the variation.

- c) The purchasers fully indemnify the vendor, the vendors' agent, and the vendors' legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- d) This Special Condition will not merge on completion.

**Special condition 9 - Foreign Acquisition**

- a) If the Purchaser is a foreign person within the meaning of the Foreign Acquisitions and Takeovers Act 1975, the Purchaser must deliver to the Vendor a copy of the FIRB Approval on the Day of Sale (time being of the essence).
- b) If the Purchaser is a Foreign Person and does not deliver a copy of the FIRB Approval to the Vendor on the Day of Sale, this Contract will be subject to and conditional upon the Purchaser obtaining FIRB Approval within 30 days from the Day of Sale.
- c) If the Purchaser does not receive the FIRB Approval at 5 pm on the 30 days from the Day of Sale, the Purchaser may end the Contract by giving written notice to the Vendor or the Vendor's solicitor. If the Contract is so cancelled, all money paid by the Purchaser shall be refunded in full.

**Special condition 10 – Services**

- a) The Vendor is not obliged to connect services to the Property but will ensure the services (as deemed required by the Vendor) are available for connection by the Purchaser. However, in the event the Vendor has connected the services to the Property prior to settlement, the Purchaser agrees to allow the connection fee/s back to the Vendor as an adjustment in the balance payable at settlement.

**Special condition 11 – Completion of dwelling (If Applicable)**

- a) The dwelling is taken to have been completed when an Occupancy Permit has been issued for it.
- b) The vendor must notify the purchaser in writing when the construction of the dwelling is completed, but the purchaser cannot rescind the contract if there are any delays in the issue of the occupancy permit.
- c) The date for payment of the residue is the later of the date set out in the Particulars of Sale or 14 days after the vendor gives the notice referred to in Special Condition 11(a)
- d) Despite anything else in this Contract, if the home has not been completed at the expiration of Eighteen (18) months from the day of sale, then this Contract will be voidable by either party after the expiration of Eighteen (18) months from the day of the sale but before the home is completed.
- e) If the condition precedent is not met by the Works Completion Date, the Purchaser may, at any time after the Works Completion Date, but before the condition precedent is satisfied, avoid this Contract by notice in writing to the Vendor.
- f) The vendor may rescind this Contract if the condition precedent is not met by the Works Completion Date provided:
  - i. The Vendor gives the Purchaser a written notice pursuant to Section 10F of the Sale of Land Act 1962, 28 days before a proposed rescission of this Contract, setting out:

1. the reason why the vendor is proposing to rescind the Contract.

2. the reason for the delay in the completion of the Works; and
3. that the purchaser is not obliged to consent to the proposed rescission.
  - ii. The Purchaser has given written consent to the proposed rescission of this Contract.
  - iii. The Purchaser acknowledges that in accordance with Section 10E of the Sale of Land Act, the Vendor has the right to apply to the Supreme Court for an order permitting the Vendor to rescind this Contract; and
- g) The Supreme Court may make an order permitting the rescission of this Contract if satisfied that the making of the order is just and equitable in all the circumstances.
- h) If this Contract is avoided pursuant to this special condition, the deposit and all other money paid by the Purchaser(s) under this Contract (less any applicable taxes, duties, and bank fees incurred with respect to the money paid) must be refunded in full to the Purchaser. However, the Purchaser is not entitled to any compensation from the Vendor in respect of any loss, damage, costs, fees, or other expenses paid or incurred by the Purchaser in relation to or arising out of this Contract.



**Special condition 12 – Domestic Building Contract Act 1995 (If Applicable)**

- a) The Vendor has entered or will enter a building contract with a Builder for the Works (Building Contract).
- b) The Purchaser admits that this Contract is not a Major Domestic Building Contract for the purposes of the Domestic Building Contracts Act 1995 (the Act).
  1. if the Improvements comprise or include a domestic building, they will be, or are being, constructed under a separate contract made between the vendor and a builder that is a major domestic building contract. The provisions of the Domestic Building Contracts Act 1995 might apply to that separate contract.
  2. The purchaser acknowledges that:
    - i. the vendor is not a builder as defined by the Domestic Building Contracts Act 1995; and
    - ii. this contract is not a building contract to which the Domestic Building Contracts Act 1995 applies.
- c) Notwithstanding Special Condition 12(b), if this Contract is found or deemed by a court or tribunal having competent jurisdiction to be a Major Domestic Building Contract, the Purchaser agrees and acknowledges that it shall jointly with the Vendor vary the terms of this Contract so that the Contract complies with the Act and the Purchaser shall not be entitled to claim any compensation for any alleged non-compliance with the Act. Any such variation shall not constitute a defect in the Vendor's title, and the Purchaser shall not be entitled to delay settlement or rescind this Contract as a result of any such variations.
- d) In satisfying Special Condition 12(c), the Vendor shall not be required to vary the terms or conditions of the Building Contract.



**Special condition 13 – Conditions precedent (If Applicable)**

- a) Contract is subject to the completion of the Works on or before the Works Completion Date.
- b) The Vendor is deemed to have discharged its obligations under special condition 13 (a) upon the Vendor producing to the Purchaser a Certificate of Occupancy.

**Special condition 14 – Building and Building Variations (If Applicable)**

- a) The vendor will take all reasonable steps at its own expense to guarantee that the improvements are finished on schedule and in a good-faith effort.
- b) Building Variations may be made to the according to Improvements.
- c) The buyer confirms that none of the following building variations substantially and adversely impact the property or prohibit or limit its use:
  - i. Any of the specified fixtures, fittings, finishes, appliances, and other goods may be exchanged with equivalent or superior goods;
  - ii. There can be architectural characteristics' size or design changes;
  - iii. Changes to the size, nature or location of any part of any relevant building, including shared use areas and common property other than the property;
  - iv. Changes to the floor area of the Property of less than 5%;
  - v. Any modifications due to the site conditions or to guarantee adherence to any regulations of any authorities; or
  - vi. Changes may be made because of the accessibility of materials.
- d) If the vendor gives notice of any Building Variation which, in the vendor's opinion (acting reasonably), materially and adversely:
  - i. Affects; or
  - ii. Restricts or limits the use of; the Property, the purchaser may, by notice in writing given within 14 days of the date on which the purchaser receives notice of the Building Variation, end this contract.
- e) If this contract is ended pursuant to this additional general condition, Termination Rights apply.
- f) When the seller produces an occupancy permit or a certificate of final inspection for the property, issued by the vendor's building surveyor or architect, to the buyer, the improvements will be deemed to have been finished.
- g) Despite any discrepancies between the completed Improvements and any display suite, model, artistic work, brochures or other promotional material, the purchaser will accept the Property at settlement in its current condition.

**Special condition 15 – Inspection/s (If Applicable)**

- a) Purchaser agrees that if they want inspections (Including Final Inspection) to be conducted by a professional inspector/ Company, they must advise in writing & add a special condition on the signing of the contract with details of the inspecting company. All fees & charges will be borne by the Purchaser.
- b) Purchaser agrees that they cannot terminate this Contract if vendor did not allow them inspection by professional inspector/ Company once this Contract is executed.
- c) After receiving the Occupancy permit, the Purchaser will settle on settlement day as per this Contract and will not hold/ delay settlement for minor issues as they will be looked after in 3 Months defect free period by Builder.

**Special condition 16 – Section 27 Statement and Stake holding.**

- a) The purchaser agrees to release the deposit from the stakeholder when the vendor supplies a Section 27 Statement and evidence confirming that sufficient monies are available to discharge any Mortgage or debts against the property.
- b) The vendor may, if no written objection is received in accordance with Section 27 (4) & (6) of the Sale of Land Act 1962, and without consent from the purchaser, authorise the stakeholder to release deposit monies pursuant to Section 27 (7) of the Sale of Land Act 1962. The purchaser must not make any objection if relevant evidence is supplied, and the deposit money is released.

**Special condition 17 – Severability**

- a) If any part of this contract becomes void or unenforceable or is illegal, then that part must be served from this contract, and all parts which are not void, unenforceable, or illegal remain in full force and effort.

**Special condition 18 – The Purchaser acknowledges that:**

- a) The Vendor's Agent (If applicable) has acted as the sole agent for the Vendor.
- b) No information, representation, or warranty of the Vendor or the Vendor's Agent was made with the intention or knowledge that it would be relied on, and no such information, representation, or warranty has been relied on.
- c) The Purchaser has relied on its own enquiries and inspections of the Property, including all improvements, fixtures, fittings, or Chattels.
- d) It has not relied on any description of the Property included in any brochure, investment report, or advertising for sale.
- e) No representation or warranty has been made or given that the Property is suitable for the Purchaser's intended purpose or that any permit has been obtained or is available.
- f) No warranty has been given as to the conditions, quality, or fitness for the purpose of the improvements, fixtures, fittings, or Chattels.

**Special condition 19 – Smoke Alarms (If Applicable)**

- a) If the property includes a building to which Regulation 5.14 of the Building Regulations 1994 applies that require the installation of a self-contained smoke alarm complying with AS3789-1993, It is agreed that the purchaser shall comply with the said Regulation, and the purchaser shall indemnify and keep indemnified against any non-compliance with the said regulation.

**Special condition 20 Entire agreement**

The Purchaser acknowledges and agrees that:

- a) this contract represents the entire agreement between the parties;
- b) there are no terms, conditions, representations, or warranties relating to the sale of the Property which has been relied upon by the Purchaser in entering this contract, except those included in this contract; and
- c) the Purchaser has not relied upon any information in any brochure, investment report, or advertisement about the Property relating to:
- (i) its area or measurements; or
  - (ii) any description of any improvements, chattels, fixtures, or fittings on the Property.

**Special condition 21 – Reimbursement Refund or Rebate**

- a) The Purchaser agrees and undertakes that if the Purchaser at any future date receives any reimbursement, refund, or rebate of any charge, levy, tax, or special payment to any government or statutory authority relating to the Property paid or incurred by the Vendor, the Purchaser must immediately upon receipt of such payment refund the sum to the Vendor. This condition does not merge upon completion of this Contract.

**Special condition 22 - Conditional Contract (If Applicable)**

- a) If the particulars of sale and/ or the special conditions specify that this Contract is subject to the performance of a condition by a certain date or any later date allowed by the Vendor, the Purchaser may end the Contract if the performance of the condition is not satisfied by the specified date ("due date"), but only if the Purchaser:
- i. immediately did everything reasonably required to satisfy the performance;
  - ii. serves written notice ending the Contract on the Vendor on the due date or any later date allowed by the Vendor; otherwise, the condition is deemed to be satisfied; and
  - iii. is not in default under any other condition of this Contract when the notice is given.
- b) All money must be immediately refunded to the Purchaser if the Contract is ended unless the Contract states otherwise.

**Special condition 23 – Trust**

If the Purchaser is buying the Land as trustee of a trust ("Trust") then the Purchaser:

- a) must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;
- b) warrants that the Purchaser has power under the Trust to enter into this Contract
- c) is personally liable under this Contract;
- d) warrants that the Purchaser has a right of indemnity under the Trust; and
- e) **must not allow the** variation of the Trust or the advance or distribution of capital of the Trust or resettlement of any property belonging to the Trust

**Special condition 24- Swimming Pool/Spa (If Applicable)**

- a) If the property includes a swimming pool/spa, the Purchaser hereby acknowledges by signing this Contract of Sale to accept the swimming pool/Spa and its immediate surroundings, including any fencing, in their existing condition. The vendor makes no guarantee that these elements meet the specifications outlined in the Swimming Pools Act 1992 (and the regulations stipulated therein). The Purchaser further acknowledges and agrees that it has made its own enquiries in relation to compliance with the current building regulations, and the Purchaser agrees that they cannot terminate this Contract if the swimming pool/spa does not comply with current building regulations, nor will the Purchaser require the Vendor to comply with any notice issued by any authority nor seek any compensation from the Vendor for any non-compliance. The purchaser agrees not to raise any claims, objections, or requisitions concerning this matter and must ensure compliance at their own cost.

**Special condition 25- Resale Deed (If Applicable)**

Should this contract be the sale of vacant land purchased from a developer, the vendor and the purchaser both acknowledge and agree on the following terms

- a) This contract is subject to the condition of Head Vendor's permission for Re- Sale and new purchaser is agreed to execute a Re-Sale Deed in favor of the Head Vendor.
- b) The new purchaser warrants to comply with all head vendor conditions and will keep the vendor indemnified against any losses that may occur from the new purchaser's non-compliance.
- c) The Purchaser agrees to pay any costs associated with the preparation of the resale deed by way of adjustment at settlement.



# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

---

## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Pty Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and

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

## **7. IDENTITY OF THE LAND**

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

## **8. SERVICES**

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

## **9. CONSENTS**

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

## **10. TRANSFER & DUTY**

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

## 11. RELEASE OF SECURITY INTEREST

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

- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay -  
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## 12. BUILDING WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

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

---

## Money

## 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land is sold on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.

- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser; that either
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

## 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

## 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) “bank guarantee” means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) “bank” means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor’s legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor’s legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

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

## 18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace (“workspace”) as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 “the transaction” means this sale and purchase and any associated transaction involving any of the same subscribers.

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

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
  - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser’s incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:

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

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

## **19. GST**

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

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

## **20. LOAN**

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

## **21. BUILDING REPORT**

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

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

## **22. PEST REPORT**

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

## **23. ADJUSTMENTS**

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

## **24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.

- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is \*new residential premise or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.

- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.

- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through the electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgement network.

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

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)

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

---

## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

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

### 28. NOTICES

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

### 29. INSPECTION

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

### 30. TERMS CONTRACT

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

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

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

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

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

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

### **32. BREACH**

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

### 35. DEFAULT NOT REMEDIED

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



# Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.  
The vendor may sign by electronic signature.

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

<b>Land</b>	66 ROZAS AVENUE, WOLLERT VIC 3750
-------------	-----------------------------------

Vendor's name	ABHISHEK BHASIN	Date	/ /
Vendor's signature	_____		

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

# 1. FINANCIAL MATTERS

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

(a)  Their total does not exceed: \$3,500.00

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

Not Applicable

## 1.3 Terms Contract

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

Not Applicable

## 1.4 Sale Subject to Mortgage

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

Not Applicable

# 2. INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable

## 2.2 Owner Builder

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

Not Applicable

# 3. LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

Not Applicable

## 3.2 Road Access

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

## 3.3 Designated Bushfire Prone Area

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

## 3.4 Planning Scheme

Attached is a certificate with the required specified information.

**4. NOTICES**

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

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

Not Applicable

**4.2 Agricultural Chemicals**

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

NIL

**4.3 Compulsory Acquisition**

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

NIL

**5. BUILDING PERMITS**

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

Are contained in the attached certificate

**6. OWNERS CORPORATION**

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

Not Applicable

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

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

Not Applicable

**8. SERVICES**

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

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

\*Connected indicates that the service is provided by authority as at the day of sale however the purchaser should note that vendor may terminate their account with service provider prior to settlement and purchaser is liable of any reconnection charges.

**9. TITLE**

Attached are copies of the following documents:

9.1  (a) Registered Title

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

**10. SUBDIVISION**

**10.1 Unregistered Subdivision**

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

Not Applicable

## 10.2 Staged Subdivision

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

## 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

## 13. ATTACHMENTS

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

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

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

---

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

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

VOLUME 12518 FOLIO 860

Security no : 124114063465C  
Produced 10/04/2024 02:42 PM

### LAND DESCRIPTION

Lot 327 on Plan of Subdivision 900029H.  
PARENT TITLE Volume 12450 Folio 791  
Created by instrument PS900029H 04/12/2023

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
ABHISHEK BHASIN of 107 TYERS LANE KEYSBOROUGH VIC 3173  
AX602427K 22/12/2023

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX602428H 22/12/2023  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS900029H 04/12/2023  
Expiry Date 01/07/2027

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  
AL914734P 27/05/2015

AGREEMENT Section 173 Planning and Environment Act 1987  
AV880071K 21/07/2022

### DIAGRAM LOCATION

SEE PS900029H FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AX560343V (E)	DISCHARGE OF MORTGAGE	Registered	14/12/2023
AX560388W (E)	TRANSFER CONTROL OF ECT	Completed	14/12/2023
AX602427K (E)	TRANSFER	Registered	22/12/2023
AX602428H (E)	MORTGAGE	Registered	22/12/2023

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

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

Street Address: 66 ROZAS AVENUE WOLLERT VIC 3750

### ADMINISTRATIVE NOTICES

NIL

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

---

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 22/12/2023

DOCUMENT END

INFORMATION ONLY

# Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	<b>Plan</b>
Document Identification	<b>PS900029H</b>
Number of Pages (excluding this cover sheet)	<b>4</b>
Document Assembled	<b>10/04/2024 14:42</b>

**Copyright and disclaimer notice:**

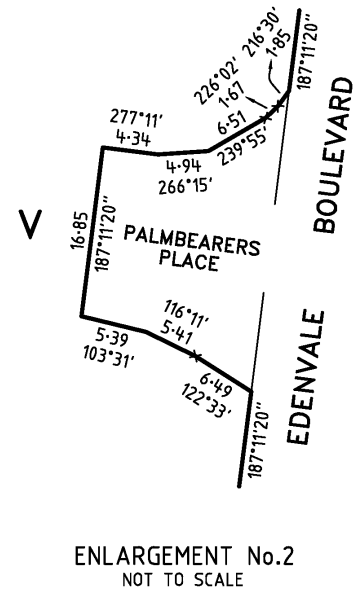
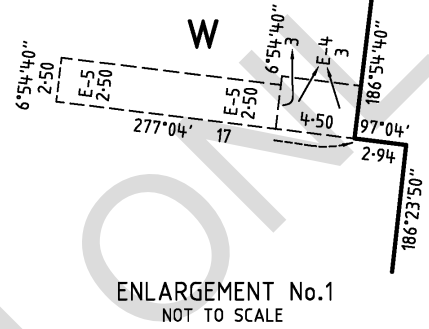
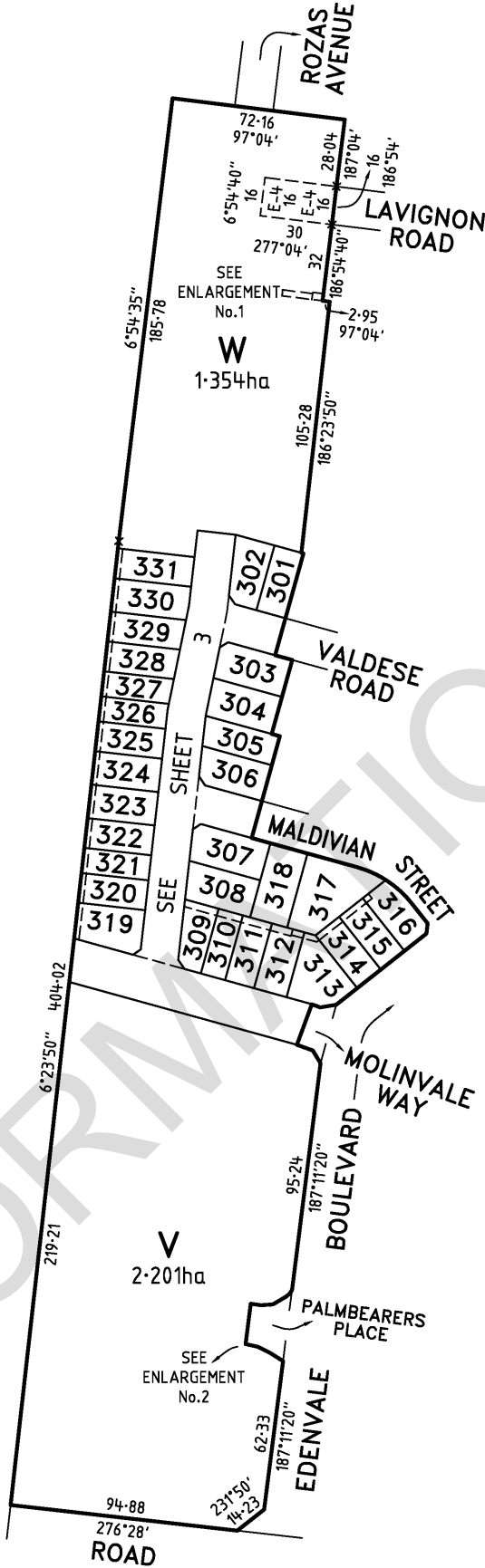
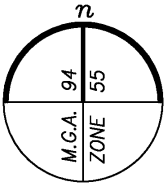
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

<b>PLAN OF SUBDIVISION</b>		<b>EDITION 1</b>	<b>PS 900029H</b>	
<p style="text-align: center;"><b>LOCATION OF LAND</b></p> <p><b>PARISH:</b> WOLLERT</p> <p><b>TOWNSHIP:</b> -</p> <p><b>SECTION:</b> 12</p> <p><b>CROWN ALLOTMENT:</b> -</p> <p><b>CROWN PORTION:</b> 3 (PART)</p> <p><b>TITLE REFERENCE:</b> Vol.12450 Fol.791</p> <p><b>LAST PLAN REFERENCE:</b> LOT U ON PS845643S</p> <p><b>POSTAL ADDRESS (at time of subdivision):</b> EDENVALE BOULEVARD WOLLERT 3750</p> <p><b>MGA 94 CO-ORDINATES (approx. centre of land in plan):</b> E 324 510 N 5 834 650 <b>ZONE:</b> 55</p>		<p>Council Name: Whittlesea City Council</p> <p>Council Reference Number: PLN-39071                  Planning Permit Reference: 717230                  SPEAR Reference Number: S194194B</p> <p><b>Certification</b></p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification</p> <p>Digitally signed by: Renee Kueffer for Whittlesea City Council on 12/08/2022</p> <p><b>Statement of Compliance</b> issued: 29/11/2023</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>		
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>		
<b>IDENTIFIER</b>	<b>COUNCIL/BODY/PERSON</b>	<b>STAGING</b>	<b>THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT NO. 717230</b>	
ROAD R1	WHITTLESEA CITY COUNCIL	<b>SURVEY</b>	<b>THIS PLAN IS <del>TO BE</del> BASED ON SURVEY</b>	
		THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS NO(S) 21, 38, 49, 84, 165 & 176 IN PROCLAIMED SURVEY AREA NO. -		
		<b>DEPTH LIMITATION</b>	DOES NOT APPLY	
		LOTS 1 TO 300 AND A TO U (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.		
		AREA OF LAND SUBDIVIDED (EXCLUDING LOTS V & W) - 1.809ha		
		TANGENT POINTS ARE SHOWN THUS: 		
<b>OTHER PURPOSE OF PLAN</b>				
TO REMOVE THAT PART OF DRAINAGE & SEWERAGE EASEMENT E-1 ON PS845643S NOW CONTAINED IN MALDIVIAN STREET, VALDESE ROAD AND ROZAS AVENUE ON THIS PLAN.				
TO REMOVE THOSE PARTS OF SEWERAGE EASEMENT E-2 ON PS845643S NOW CONTAINED IN MALDIVIAN STREET, ROZAS AVENUE, MOLINVALE WAY AND LOT 309 ON THIS PLAN.				
<b>GROUND FOR REMOVAL OF EASEMENT</b>				
AGREEMENT BY ALL INTERESTED PARTIES.				
<b>EASEMENT INFORMATION</b>				
<b>LEGEND: E - ENCUMBERING EASEMENT, CONDITION IN CROWN GRANT IN THE NATURE OF AN EASEMENT OR OTHER ENCUMBRANCE A - APPURTENANT EASEMENT</b>				
<b>SUBJECT LAND</b>	<b>PURPOSE</b>	<b>WIDTH (metres)</b>	<b>ORIGIN</b>	<b>LAND BENEFITED/IN FAVOUR OF</b>
E-1	DRAINAGE	SEE DIAG.	THIS PLAN	WHITTLESEA CITY COUNCIL
E-2	SEWERAGE	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-3	DRAINAGE	SEE DIAG.	THIS PLAN	WHITTLESEA CITY COUNCIL
E-3	SEWERAGE	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-4	DRAINAGE	SEE DIAG.	PS845643S	WHITTLESEA CITY COUNCIL
E-4	SEWERAGE	SEE DIAG.	PS845643S	YARRA VALLEY WATER CORPORATION
E-5	SEWERAGE	SEE DIAG.	PS845643S	YARRA VALLEY WATER CORPORATION
<b>EDEN GARDENS - 3A</b>		<b>LICENSED SURVEYOR GREGORY STUART WILLIAMS</b>		
<b>31 LOTS AND BALANCE LOTS V &amp; W</b>		<b>DATE</b> 14/06/22	<b>REFERENCE</b> 326690-ST03A	<b>ORIGINAL SHEET SIZE A3</b>
 <b>VERIS AUSTRALIA PTY LTD</b> A   Level 3, 1 Southbank Blvd Southbank VIC 3006 T   +61 3 7019 8400 E   melbourne@veris.com.au W   www.veris.com.au		<b>VERSION</b> A	<b>DRAWING</b> 326690-ST03A-AA	<b>SHEET 1 OF 4 SHEETS</b>
		Digitally signed by: Gregory S Williams, Licensed Surveyor, Surveyor's Plan Version (A), 14/06/2022, SPEAR Ref: S194194B		<b>PLAN REGISTERED</b> TIME: 3.27pm DATE: 4 / 12 / 2023 HEATH RICHARDS Assistant Registrar of Titles

**PLAN OF SUBDIVISION**

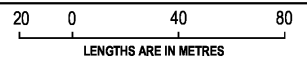
**PS 900029H**



**EDEN GARDENS - 3A**

LICENSED SURVEYOR **GREGORY STUART WILLIAMS**

SCALE  
1:2000



DATE 14/06/22

REFERENCE 326690-ST03A

ORIGINAL SHEET SIZE A3

VERSION A

DRAWING 326690-ST03A-AA

SHEET 2



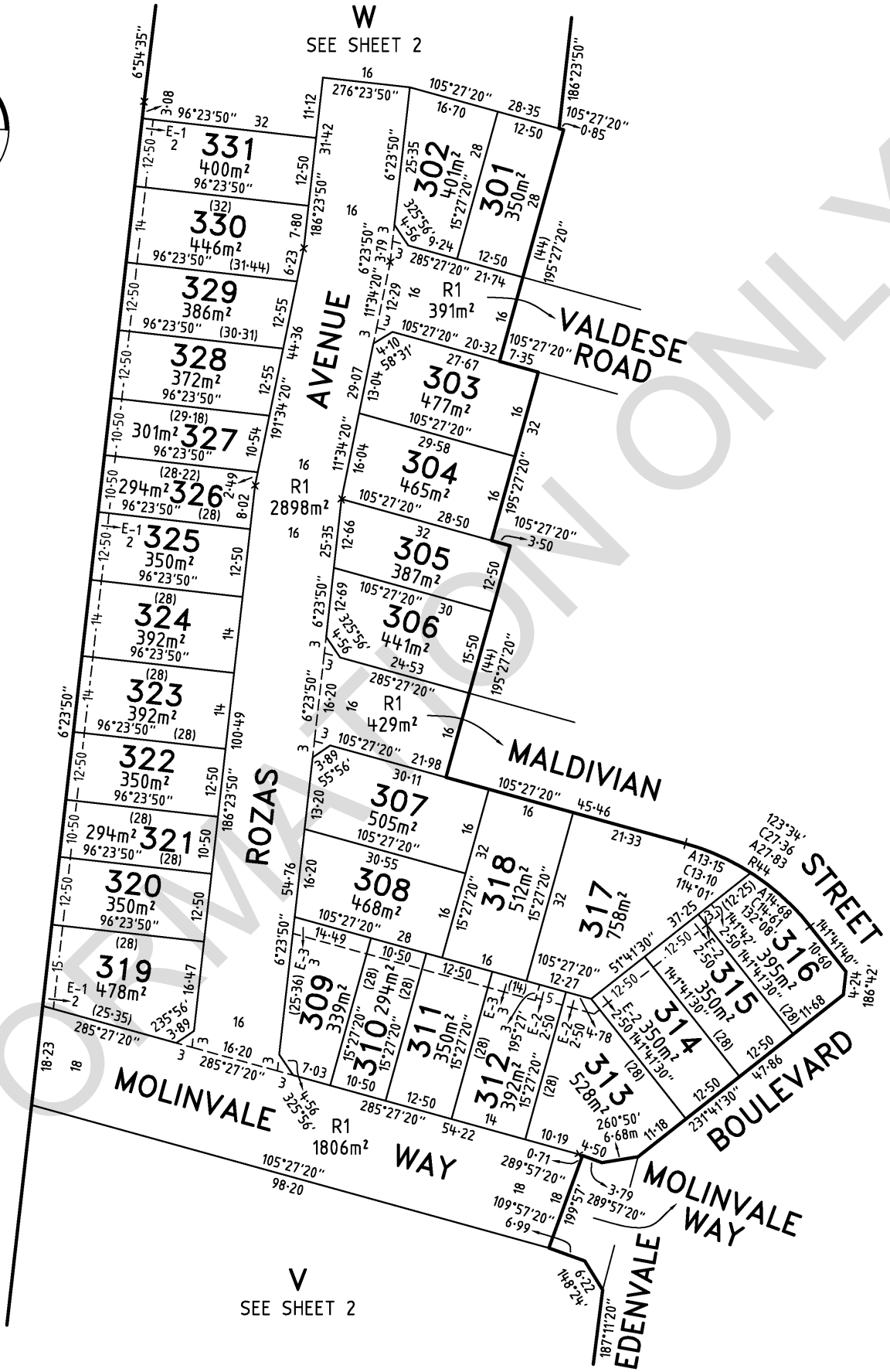
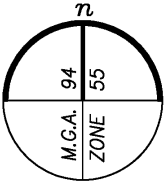
VERIS AUSTRALIA PTY LTD  
A | Level 3, 1 Southbank Blvd  
Southbank VIC 3006  
T | +61 3 7019 8400  
E | melbourne@veris.com.au  
W | www.veris.com.au

Digitally signed by: Gregory S Williams, Licensed Surveyor,  
Surveyor's Plan Version (A),  
14/06/2022, SPEAR Ref: S194194B

Digitally signed by:  
Whittlesea City Council,  
12/08/2022,  
SPEAR Ref: S194194B

# PLAN OF SUBDIVISION

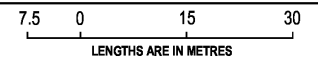
# PS 900029H



EDEN GARDENS - 3A

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE 1:750



VERIS AUSTRALIA PTY LTD  
 A | Level 3, 1 Southbank Blvd  
 Southbank VIC 3006  
 T | +61 3 7019 8400  
 E | melbourne@veris.com.au  
 W | www.veris.com.au

DATE 14/06/22 REFERENCE 326690-ST03A  
 VERSION A DRAWING 326690-ST03A-AA

ORIGINAL SHEET SIZE A3  
 SHEET 3

Digitally signed by: Gregory S Williams, Licensed Surveyor,  
 Surveyor's Plan Version (A),  
 14/06/2022, SPEAR Ref: S194194B

Digitally signed by:  
 Whittlesea City Council,  
 12/08/2022,  
 SPEAR Ref: S194194B

# PLAN OF SUBDIVISION

# PS 900029H

## CREATION OF RESTRICTION 'A'

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 301 to 331 (both inclusive) on this plan.  
**Land to be burdened:** Lots 301 to 331 (both inclusive) on this plan (each lot being a "burdened lot").

### RESTRICTION:

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

1. build or erect or permit to be built or erected or remain on the burdened lot or any part of it:

- 1.1 any building or structure other than a building or structure which has been constructed in accordance with plans, drawings, designs and specifications which have first been approved in writing by Eden Gardens Design Review Committee in accordance with the "Eden Gardens House Design Guidelines" as amended from time to time with the exception of any lots less than 300 square metres; or
- 1.2 any building or structure other than a building or structure which has been constructed in accordance with plans, drawings, designs and specifications which have first been approved in writing by the relevant authority in accordance with the "Eden Gardens House Design Guidelines" as amended from time to time with the exception of any lots less than 300 square metres;

2. erect or allow any signs to remain on the burdened lot other than the following:

- 2.1 where a dwelling constructed on the burdened lot has been completed and is offering for sale (but not if the burdened lot remains vacant or the dwelling is partly completed and is offering for sale) one real estate agent's "for sale" sign not exceeding 2.4 metres by 1.8 metres; or
- 2.2 during the period of construction of a dwelling on the burdened lot signs of builders and tradespersons who are carrying out construction work on the burdened lot; or
- 2.3 signs of builders advertising homes to be constructed by those builders on the burdened lot or on any other lot in the Development and offered for sale to members of the public, subject to obtaining the Eden Gardens Design Review Committee prior written approval of those signs;

3. use the burdened lot or any part of it as a display home except with the Eden Gardens Design Review Committee's prior written consent;

4. park any trucks or commercial vehicles with a carrying capacity exceeding 1.5 tonnes on the burdened lot except on a temporary basis for the purpose of supplying goods to an occupier of the burdened lot or in connection with the construction of a dwelling-house on the burdened lot;

5. construct a side wall of the first level of any dwelling on a corner lot:

- 5.1 that is set back less than 900mm from the ground level wall that faces a side street except with the prior written consent of the Responsible Authority; or
- 5.2 that has less than 30% glazing for the area of the wall and the remainder of the wall must be constructed in contrasting material finishes;

6. construct any garage on a burdened lot that is less than 5 metres from the road alignment at the front of the lot;

7. construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less except with the prior written consent of the Responsible Authority;

8. construct a dwelling on any lot identified within the applied General Residential Zone on the endorsed plan unless it includes an area on the lot which meets the 'garden area' requirements as outlined in Clause 32.08.4 of the Whittlesea Planning Scheme.

In this restriction "Development" means the land known as Edenvale Boulevard, Wollert which includes the land in this plan.

EXPIRY DATE: 01/07/2027.

## CREATION OF RESTRICTION 'B'

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 301 to 306, 308 to 311, 319 to 331 (all inclusive), 315 and 316 on this plan.  
**Land to be burdened:** Lots 301 to 306, 308 to 311, 319 to 331 (all inclusive), 315 and 316 on this plan.

### RESTRICTION:

The registered proprietor or proprietors for the time being of a lot on this Plan of Subdivision his heirs executors administrators and transferees shall not at any time on the said lot or any part or parts thereof build or cause to be built or allow to be built or allow to remain more than one private dwelling-house (which expression shall include a house, apartment, unit or flat).

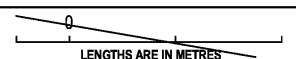
EDEN GARDENS - 3A



VERIS AUSTRALIA PTY LTD  
 A | Level 3, 1 Southbank Blvd  
 Southbank VIC 3006  
 T | +61 3 7019 8400  
 E | melbourne@veris.com.au  
 W | www.veris.com.au

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE



DATE 14/06/22 REFERENCE 326690-ST03A  
 VERSION A DRAWING 326690-ST03A-AA

ORIGINAL SHEET SIZE A3

SHEET 4

Digitally signed by: Gregory S Williams, Licensed Surveyor,  
 Surveyor's Plan Version (A),  
 14/06/2022, SPEAR Ref: S194194B

Digitally signed by:  
 Whittlesea City Council,  
 12/08/2022,  
 SPEAR Ref: S194194B



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

Produced 10/04/2024 02:42:26 PM

Status	Registered	Dealing Number	AX602427K
Date and Time Lodged	22/12/2023 02:12:03 PM		

### Lodger Details

Lodger Code	15940N
Name	COMMONWEALTH BANK OF AUSTRALIA
Address	
Lodger Box	
Phone	
Email	
Reference	

## TRANSFER

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

### Privacy Collection Statement

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

### Land Title Reference

12518/860

### Transferor(s)

Given Name(s)	GIUSEPPE
Family Name	MOLINO

### Estate and/or Interest being transferred

Fee Simple

### Consideration

\$AUD 329950.00

### Transferee(s)

<b>Tenancy (inc. share)</b>	Sole Proprietor
Given Name(s)	ABHISHEK
Family Name	BHASIN
Address	
Street Number	107
Street Name	TYERS
Street Type	LANE



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

Locality	KEYSBOROUGH
State	VIC
Postcode	3173

### Duty Transaction ID 5869629

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

### Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferee 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	ABHISHEK BHASIN
Signer Name	JATIN DEWAN
Signer Organisation	WE KNOW CONVEYANCING
Signer Role	LICENSED CONVEYANCER
Execution Date	22 DECEMBER 2023

### Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferor 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	GIUSEPPE MOLINO
Signer Name	ROSS FAILLA
Signer Organisation	RUSH & FAILLA
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	22 DECEMBER 2023

### File Notes: NIL

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

Statement End.



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

Produced 10/04/2024 02:42:26 PM

Status	Registered	Dealing Number	AV880071K
Date and Time Lodged	21/07/2022 08:13:58 PM		

### Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	MYM:S173LC: 8967014

## APPLICATION TO RECORD AN INSTRUMENT

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

### Privacy Collection Statement

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

### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

12362/572

### 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	21 JULY 2022

---

### 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

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	<b>Instrument</b>
Document Identification	<b>AV880071K</b>
Number of Pages (excluding this cover sheet)	<b>12</b>
Document Assembled	<b>10/04/2024 14:42</b>

**Copyright and disclaimer notice:**

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

**Agreement under section 173 of  
the *Planning and Environment*  
*Act 1987 (Vic)***

Lots 207, 210, 313 and 316  
Eden Gardens  
Epping North, Victoria



**BEST HOOPER**  
LAWYERS

JS:220364

## PLANNING AND ENVIRONMENT ACT 1987

### SECTION 173 AGREEMENT

**THIS AGREEMENT** is made the 4 day of July 2022

#### **BETWEEN:**

Name: **City of Whittlesea**  
Short form name: Responsible Authority  
Notice Details: 25 Ferres Boulevard, South Morang VIC 3752  
info@whittlesea.vic.gov.au

Name: **Giuseppe Molino**  
Short form name: Owner  
Notice Details: 620 Summerhill Road, Craigieburn VIC 3064  
ruben\_molino@hotmail.com

#### **PROPERTY DETAILS:**

Street Address: 280 Harvest Home Road, Wollert, Victoria (previously known as land situated at 41F Edenvale Boulevard, Wollert, Victoria)

Title Particulars: Lot S on Plan of Subdivision PS823246C  
Certificate of Title Volume 12362 Folio 572

#### **BACKGROUND:**

- A. City of Whittlesea is the Responsible Authority for the Planning Scheme under the Act.
- B. The Owner is or is entitled to be registered as the proprietor of the Subject Land.
- C. On 26 March 2018 the Responsible Authority issued Planning Permit No. 717230 for the Subject Land allowing:

*Multi lot subdivision and removal of dry stone walls in accordance with the endorsed plans*

- D. The Planning Permit was amended on 8 March 2022.
- E. Condition 6 of the Planning Permit provides:

*Prior to the issue of a Statement of Compliance for any of the relevant stages the permit holder must enter into an agreement with the Responsible Authority under Section 173 of the Planning and Environment Act 1987 which has the effect of prohibiting vehicular access directly between the Edenvale Boulevard portion of road reserve and Lots 210, 207, 313 and 316. The cost of the preparation and execution of the Agreement shall be born [sic] by the permit holder.*

- F. This Agreement is entered into between the Responsible Authority and the Owner pursuant to section 173 of the Act in order to satisfy Condition 6 of the planning Permit and to achieve the objectives of planning in Victoria.

- G. It is intended that this Agreement only apply to the use and development of the Restricted Lots.
- H. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

## IT IS COVENANTED AND AGREED:

### 1. DEFINITIONS

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

**the Act** means the *Planning and Environment Act 1987* (Vic).

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

**Edenvale Boulevard** means the road reserve known as Edenvale Boulevard as existing from time to time and recorded on the Road Register.

**Endorsed Plan(s)** means the plan(s) in so far as they relate to the Subject Land, endorsed by Responsible Authority from time to time under the Planning Permit.

**Lot** means a lot created by a subdivision of the Subject Land.

**Mortgagee** means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land.

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

**party** or **parties** means the Owner and Responsible Authority under this Agreement as appropriate.

**Planning Permit** means Planning Permit No. 717230 as amended from time to time and described in recitals C and D of this Agreement.

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

**Register** has the same meaning as in section 4 of the *Transfer of Land Act 1958* (Vic).

**Registrar of Titles** has the same meaning as Registrar in section 4 of the *Transfer of Land Act 1958* (Vic).

**Responsible Authority** means City of Whittlesea as the responsible authority for the Planning Scheme and any subsequent person or body which is the Responsible Authority for the Planning Scheme.

**Restricted Lot or Restricted Lots** means a lot created by a subdivision of the Subject Land generally in accordance with Lots 207, 210, 313 and / or 316, as the context permits, as identified on the Endorsed Plans.

**Road Register** means the Register of Public Roads maintained by the Responsible Authority under section 19 of the *Roads Management Act 2004*.

**Stage** means a development stage for the subdivision of the Subject Land in accordance with the Endorsed Plans.

**Subject Land** means the land described in this Agreement under Property Details, and any reference to the Subject Land in this Agreement will include a reference to any lot created by the subdivision of the Subject Land or any part of it.

---

## 2. INTERPRETATION

2.1 In this Agreement unless the context admits otherwise:

2.1.1 A term in this Agreement has its ordinary meaning unless that term is defined in this Agreement, the Act or the Planning Scheme, in which case the term has the meaning given to it in that document and, where defined differently, this Agreement takes precedence.

2.1.2 Headings are for ease of reference only and do not affect interpretation.

2.1.3 The singular includes the plural and vice versa.

2.1.4 A reference to a gender includes a reference to each other gender.

2.1.5 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.

2.1.6 If a party consists of more than one person this Agreement binds them jointly and each of them severally.

2.1.7 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.

2.1.8 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.

2.1.9 A term defined in this Agreement has that meaning. 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. If a term used in the Agreement is not defined in either the Agreement or the Act, it has its ordinary meaning.

2.2 This Agreement is intended to only apply to the use and development of a Restricted Lot as a severable parcel of land. A reference to the Owner is a reference to the particular owner of the relevant Restricted Lot from time to time. A breach of this Agreement by one owner of a Restricted Lot does not result in a breach of this Agreement by a different owner of a separate Restricted Lot.

---

## 3. SECTION 173 AGREEMENT

3.1 In entering into this Agreement the parties intend to give effect to the Planning Permit and achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

- 3.2 The parties acknowledge and agree that the Responsible Authority has entered into this Agreement for the following reasons:
- 3.2.1 the Responsible Authority would not have issued the Planning Permit without the condition requiring this Agreement; and
  - 3.2.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.
- 3.3 The obligations of the Owner under this Agreement will take effect as separate and several covenants which, subject to clause 12, are annexed to and run at law and equity with the Subject Land.

---

**4. AGREEMENT REQUIRED**

- 4.1 The Parties acknowledge and agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations.

---

**5. OWNERS COVENANTS – NO DIRECT VEHICULAR ACCESS**

- 5.1 The Owner covenants and agrees that:
- 5.1.1 any use or development of the Restricted Lots must not permit or allow vehicular access directly between Edenvale Boulevard and a Restricted Lot; and
  - 5.1.2 the Owner must not permit or allow any direct vehicular access between a Restricted Lot and Edenvale Boulevard in breach of clause 5.1.1.

---

**6. FURTHER OBLIGATIONS OF THE OWNER**

**Notice of Registration**

- 6.1 The Owner must bring this Agreement to the attention of all purchasers, mortgagees, transferees, lessees, licensees, occupiers and assignees of the Subject Land.

**Further actions**

- 6.2 The Owner:
- 6.2.1 must do all things necessary to give effect to this Agreement;
  - 6.2.2 consents to Responsible Authority applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act; and
  - 6.2.3 agrees to do all things necessary to enable the Responsible Authority 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.

**Costs**

- 6.3 The Owner must pay the Responsible Authority's reasonable costs associated with the preparation and execution of this Agreement.
- 6.4 The Owner must satisfy its obligation under clause 6.3 within 14 days after a written request for payment.

---

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

- 7.1 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.

---

**8. OWNERS WARRANTIES**

- 8.1 Subject to clause 8.2, the Owner warrants that apart from the Owner and any other person who is recorded on title for the Subject Land, it is not aware of any other person that has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.
- 8.2 The warranty in clause 8.1 does not apply to any purchaser or prospective purchaser of a Lot within a Stage.

---

**9. SUCCESSORS IN TITLE**

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

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

---

**10. GENERAL MATTERS**

**Notices**

- 10.1 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:
- 10.1.1 by delivering it personally to that party;
- 10.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time;
- 10.1.3 by sending it by email to the email address set out in this Agreement or subsequently notified to each party from time to time.
- 10.2 Where a notice or other communication is served by prepaid post under clause 10.1.2, the party serving the material must also provide a copy to the email address set out in this Agreement or subsequently notified to each party from time to time.
- 10.3 A notice or other communication is deemed served, unless the contrary is established:

10.3.1 if delivered by hand, on the day of delivery if delivered prior to 5:00pm on a business day, or the next business day thereafter;

10.3.2 if posted, on the expiration of five business days after the date of posting;

10.3.3 if posted by priority mail or Express Post, on the expiration of two business days after the date of posting;

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

#### **No Waiver**

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

#### **Severability**

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

#### **No Fettering of the Responsible Authority's Powers**

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

#### **Land Registry**

10.7 No Plan of Subdivision relating to the Subject Land or any part of it or Instrument of Transfer of the Subject Land or any part of it or mortgage or caveat relating to it or Plan of Consolidation affecting the Subject Land may be lodged at the Land Registry for registration or approval until this Section 173 Agreement and the Section 181 Memorandum have been lodged by or on behalf of the Responsible Authority and entered on the Certificate of Title to the Land.

#### **Entire Agreement**

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

#### **Inspection of documents**

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

### **Governing Law**

10.10 This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

### **Electronic Execution**

10.11 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.

10.12 Each party reserves the right to sign this Agreement by electronic means, including by use of software or an online service for this purpose.

---

## **11. COMMENCEMENT OF AGREEMENT**

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement or, if it bears no date, on the date it is recorded in the Register.

---

## **12. ENDING OF AGREEMENT**

12.1 This agreement will end within the meaning of section 177(1) of the Act:

12.1.1 in respect of a Lot in Stage 2A other than a Restricted Lot, upon registration of a plan of subdivision for Stage 2A;

12.1.2 in respect of a Lot in Stage 3A other than a Restricted Lot, upon registration of a plan of subdivision for Stage 3A;

12.1.3 in respect of any Stage or Lot that does not contain a Restricted Lot, upon registration of a plan of subdivision for that Stage or Lot;

12.1.4 if the parties agree in writing to end the Agreement wholly or in part or as to any part of the Subject land, in accordance with section 177(2) of the Act;

12.1.5 if a decision to end the Agreement is made under Part 9 of Division 2 of the Act, in accordance with that decision;

whichever occurs first.

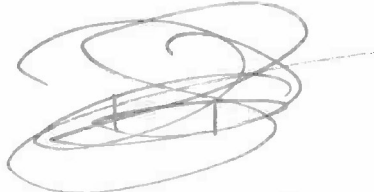
12.2 This Agreement may be ended by agreement between the Responsible Authority and the Owner.

12.3 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act for the Subject Land or part of the Subject Land, the parties agree that only the Responsible Authority and the Owner of that part of the Subject Land containing the relevant Restricted Lot are required to be notified of the proposal.

12.4 As soon as reasonably practicable after the Agreement has ended, the Responsible Authority will, at the request and at the cost of the Owner, make application to the Registrar of Titles under Section 183 of the Act to cancel the recording of this Agreement on the register.

**EXECUTED as a DEED**

The Common Seal of Whittlesea City Council )  
is affixed in the presence of: )



RICARDO RAMOS  
Delegate

.....



INFORMATION ONLY

**SIGNED, SEALED AND DELIVERED** by  
**GIUSEPPE MOLINO** in the presence of:

)  
)

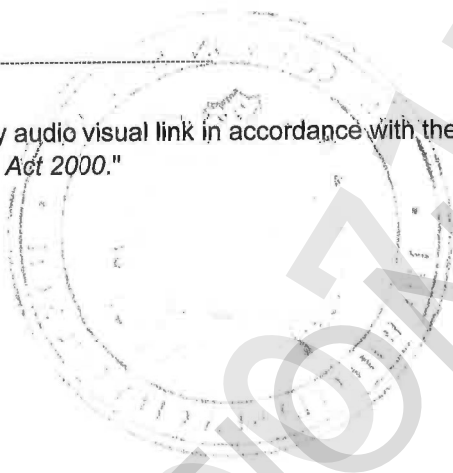
DocuSigned by:  
*Mark Ruben Molino*  
\_\_\_\_\_  
(Signature of Witness)

DocuSigned by:  
*Giuseppe Molino*  
\_\_\_\_\_  
3C662A3BC034FE  
**Giuseppe Molino**

Mark Ruben Molino  
\_\_\_\_\_  
(Print Full Name of Witness)

41 Union Street Northcote  
\_\_\_\_\_  
(Print Address of Witness)

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



INFORMATION ONLY

### MORTGAGEE CONSENT

**NATIONAL AUSTRALIA BANK LTD** as Mortgagee of registered Mortgage No. AG773629L 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

.....  
For and on behalf of the Mortgagee

INFORMATION ONLY



# Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	<b>Instrument</b>
Document Identification	<b>AL914734P</b>
Number of Pages (excluding this cover sheet)	<b>22</b>
Document Assembled	<b>10/04/2024 14:42</b>

**Copyright and disclaimer notice:**

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

# Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987

## AL914734P

27/05/2015 \$116.50 173



registers and indexes.

### Form 18

Lodged by:

Name: MADDOCKS  
 Phone: 9258 3555  
 Address: Level 6, 140 William Street, Melbourne, Victoria, 3000  
 Ref: TGM:6259089  
 Customer Code: 1167E

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

Land: Volume 11340 Folio 303

Authority: Whittlesea City Council, 25 Ferres Boulevard, South Morang, Victoria

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

A copy of the Agreement is attached to this Application

Signature for the Authority:

Name of officer:

DAVID TURNBULL

Position Held:

CEO

Date:

7.5.2015

**AL914734P**

27/05/2015 \$116.50 173



**WHITTLESEA CITY COUNCIL**

Council

- and -

**GIUSEPPE MOLINO**

the Owner

---

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

---

**Subject Land: Part of 270F Harvest Home Road Wollert**

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

Ref: JDC:1009.1007  
Tel: 9670 8951  
Fax: 9670 2954

**AL914734P**

27/05/2015 \$116.50 173



**TABLE OF CONTENTS**

1. **DEFINITIONS** ..... 3

2. **INTERPRETATION** ..... 4

3. **SPECIFIC OBLIGATIONS OF THE OWNER** ..... 5

4. **ACKNOWLEDGMENT AND COVENANTS OF COUNCIL** ..... 8

5. **FURTHER OBLIGATIONS OF THE OWNER** ..... 8

    5.1 **Notice and Registration** ..... 8

    5.2 **Further actions** ..... 8

6. **AGREEMENT UNDER SECTION 173 OF THE ACT** ..... 8

7. **OWNER'S WARRANTIES** ..... 8

8. **SUCCESSORS IN TITLE** ..... 8

9. **GENERAL MATTERS** ..... 9

    9.1 **Notices** ..... 9

    9.3 **No Waiver** ..... 9

    9.4 **Severability** ..... 9

    9.5 **No Fettering of the Council's Powers** ..... 9

10. **COMMENCEMENT OF AGREEMENT** ..... 10

11. **ENDING OF AGREEMENT** ..... 11

12. **SCHEDULE** ..... 13

INFORMATION ONLY



Maddocks

**PLANNING AND ENVIRONMENT ACT 1987**

**AL914734P**

27/05/2015 \$116.50 173

**SECTION 173 AGREEMENT**



**THIS AGREEMENT** is made the 20<sup>th</sup> day of MAY

2014 2 DIS

**BETWEEN:**

**WHITTLESEA CITY COUNCIL**  
of 25 Ferres Boulevard, South Morang VIC 3752

("Council")

- and -

**GIUSEPPE MOLINO**  
of 570 Summerhill Road, Wollert Vic 3750

("the Owner")

**INTRODUCTION**

- A. The Council is the Responsible Authority for the Planning Scheme under the Act.
- B. The Owner is, or is entitled to be registered as the proprietor of the Subject Land.
- C. The Subject Land is subject to Clause 43.04, Development Plan Overlay - Schedule 21 of the Whittlesea Planning Scheme and is affected by Clause 45.06 Development Contributions Plan Overlay - Schedule 10 - the *Epping North East Development Contributions Plan*.

---

- D. On 30 September 2014 the Council granted Planning Permit No. 712/848 permitting multi lot residential subdivision situated at 270F Harvest Home Road, Wollert, for the removal of dry stone walls, and the construction of dwellings on lots less than 300 square metres in accordance with plans to be endorsed, subject to conditions, including Condition 1 which requires the Owner to enter into this Agreement.
- E. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. AG773629L in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- F. The Owner and the Council have agreed for the purposes of Condition 1 of the Permit that the Owner will provide land, works, services and/or facilities to satisfy part of the development and open space contributions payable under

AL914734P



the Development Contributions Plan and Planning Scheme in accordance with the terms of this Agreement.

- G. The Parties enter into this Agreement:-
- a) To give effect to Condition 1 of the Permit;
  - b) To achieve and advance the objectives of planning in Victoria and the objectives of the planning scheme in respect of the Subject Land; and
  - c) To set out the terms and conditions for the relocation of the APA Gas Main (if required).

**IT IS AGREED:**

**1. DEFINITIONS**

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

- 1.1 **"the Act"** means the *Planning and Environment Act 1987*.
- 1.2 **"Adjustment Index"** means the index used under the Development Contributions Plan to adjust the value of land and infrastructure projects referred to in the Development Contributions Plan.
- 1.3 **"this Agreement"** means this Agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.
- 1.4 **APA** means the APA Group.
- 1.5 **"APA Gas Main"** means the APA gas main located within the Harvest Home Road road reserve.
- 1.6 **Certificate of Practical Completion** means a certificate in writing prepared by an officer of Council stating that an Infrastructure Project has been completed to the satisfaction of Council.
- 1.7 **"Council"** means the City of Whittlesea in its capacity as the Responsible Authority under the Planning Scheme and the Collecting Agency and the Development Agency under the Development Contributions Plan.
- 1.8 **"CPI"** means the annual consumer Price Index (All Groups) Melbourne as published by the Australian Bureau of Statistics.
- 1.9 **Construction Procedures** means the construction procedures set out at Annexure B.
- 1.10 **Date of Practical Completion** means the date on which Council states in writing that an Infrastructure Project has been completed to its satisfaction.

**AL914734P**

27/05/2015 \$116.50 173



- 1.11 **"Development Contributions"** means development contributions payable under the Development Contributions Plan.
- 1.12 **"Development Contributions Plan"** means the *Epping North East Structure Plan - Local Development Contributions Plan* as incorporated under the Planning Scheme for the purposes of Clause 45.06 of the Planning Scheme.
- 1.13 **"Development Contributions List"** means the list of all development contributions required for each infrastructure project as set out in Annexure A of this Agreement.
- 1.14 **"the Endorsed Plan"** means the plan(s), endorsed with the stamp of the Council from time to time, as the plan(s) which form part of the Permit or any other plan approved by the Council.
- 1.15 **"Development Plan"** means the Epping North East Development Plan approved under Development Plan Overlay by Council December 2008 as amended from time to time.
- 1.16 **"Infrastructure Project"** means an Infrastructure Project included in the Development Contributions List.
- 1.17 **"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.
- 1.18 **"Owner"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.
- 1.19 **"party or parties"** means the Owner and Council under this Agreement as appropriate.
- 1.20 **"Permit"** means Planning Permit No. 712/848 as amended from time to time.
- 1.21 **"Plan of Subdivision"** means the plan of subdivision of the Subject Land permitted by the Permit and shown on the Endorsed Plan.
- 1.22 **"Planning Scheme"** means the Whittlesea Planning Scheme and any other planning scheme which applies to the Subject Land.
- 1.23 **"Project"** means Infrastructure Projects numbers 1(a), 2(a), 3(a) and 4 as identified in the Development Contributions List.
- 1.24 **"Public Open Space Contribution"** means the public open space contribution requirement on the Plan of Subdivision pursuant to condition 22 of the Permit and Clause 52.01 of the Planning Scheme and where provided by way of land, shall be generally in the location shown on the Subdivision Concept Plan.

**AL914734P**



- 1.25 **"Statement of Compliance"** means a Statement of Compliance under the *Subdivision Act 1988*.
- 1.26 **"Stages 1 to 4"** means the subdivision permitted by Planning Permit Bo. 711707 issued on the 15th day of January 2010.
- 1.27 **"Structure Plan"** means the Epping North East Local Plan Structure Plan dated 8 May 2008.
- 1.28 **"Subdivision Concept Plan"** means Subdivision Plan Reference No. 6690001 Drawing No. 669000JF, dated 1 June 2012, prepared by Bosco Jonson Pty Ltd as may be amended from time to time with the approval of the Council.
- 1.29 **"Subject Land"** means the land comprised in Certificate of Title Volume 11340 Folio 303 and being Lot E on Plan of Subdivision No. 636375H.

## 2. INTERPRETATION

In this Agreement unless the context admits otherwise:

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

**AL914734P**

27/05/2015 \$116.50 173



**3. WORKS-IN-LIEU OF DEVELOPMENTS CONTRIBUTIONS**

3.1 Except with the written consent of the Council, the Owner covenants and agrees, subject to the provisions of Clause 3.2 of this Agreement, that:

3.1.1 the Owner will construct, or cause to be constructed the Infrastructure Projects in return for a credit towards the Owner's obligation to pay Development Contributions pursuant to condition 21 of the Permit.

3.1.2 the credit to which the Owner shall be entitled in respect of the Infrastructure Works shall be equal to, but not exceed the amount specified as the "Credit Against Developments Contributions" for each Infrastructure Project in the Development Contributions List.

3.1.3 the amount of the Credit Against Development Contributions set out in the Development Contributions List shall be adjusted annually in respect of each Infrastructure Project pursuant to the Adjustment Index in accordance with the mechanisms specified in the Development Contributions Plan.

3.1.4 it will prepare at its cost, detailed design and engineering plans and specifications for each of the Infrastructure Projects and submit them to Council for its approval. The said plans must be generally in accordance with the "Road and Drainage Plans" DCE Consultants Pty Ltd dated 29 September 2014 Revision E.

3.1.5 it will construct or cause to be constructed the Infrastructure Projects:

- (a) in accordance with the plans referred to in clause 3.1.4;
- (b) to the satisfaction of the Council in its capacity as the Development Agency;
- (c) in accordance with the "Timing of Construction" set out in the Development Contributions List with any allowance in accordance with 3.16; and,
- (d) in accordance with the Construction Procedures.

3.1.6 immediately following the practical completion of each Infrastructure Project, the Owner must -

3.1.6.1 maintain each Infrastructure Project in good order and condition and rectify any defects for a period of 3 months from the date of a Certificate of Practical Completion for the Infrastructure Project; and,

**AL914734P**



3.1.6.2 provide Council with a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project.

### **Council and Owners Covenants**

- 3.2 The Owner covenants and agrees that the balance (if any) of Development Contributions payable after accounting for the credit under this Agreement including any deferred contributions payable in respect of previous stages of subdivision of the Subject Land namely stages 1 - 4 shall be paid in accordance with the Development Contributions Plan.
- 3.3 The Council and the Owner acknowledge and agree that the Owner is not obliged to make any payments to Council for Development Contributions until the Owner has exhausted its entitlement to credits in respect of the Infrastructure Projects.
- 3.4 The Council and the Owner acknowledge that the Owner may request Council to agree to a variation of the maximum amount of the credit in respect of only Infrastructure Project No. 3(a) in the Development Contributions List provided that any request must:
- 3.4.1 be in writing;
  - 3.4.2 be accompanied by a detailed list of the items which are said to have caused an increase in cost of the Infrastructure Project beyond the amount set out in the Development Contributions List;
  - 3.4.3 comprise a detailed estimate of the cost of each of the items comprising the proposed claim; and,
  - 3.4.4 clearly set out the total revised cost of the Infrastructure Project being claimed as the credit.
- 3.5 The Council and the Owner agree that if within 14 days of receipt of any written request pursuant to clause 3.4, the Council either refuses the request, grants a credit less than what is claimed or fails to respond in writing to the request, there shall be deemed to be a dispute which either party can refer for resolution in accordance with the provisions of clause 4 of this Agreement.

### **Contribution for Public Open Space**

- 3.6 if any of the Public Open Space Contribution is proposed to be satisfied as a land contribution, it must be shown on a plan of subdivision generally in accordance with the Subdivision Concept Plan and as a reserve to vest in the Council.

**AL914734P**



- 3.7 if any of the Public Open Space Contribution required under the Planning Scheme is not satisfied by a land contribution, it must be paid as a cash payment to the Council prior to the issue of a Statement of Compliance for the final stage of the Plan of Subdivision.
- 3.8 if the Owner has not satisfied the public open space contribution in respect of Stages 1 – 4 such contribution must be made or paid to Council prior to the issue of a Statement of Compliance for Stage 12.

**Path networks**

- 3.9 in addition to Infrastructure Project No. 4 in the Development Contributions List, the Owner must construct at the Owner's cost in each and every respect a local shared path running north-south along the connector street linking Edendale Boulevard to the regional shared path extending along the Subject Land's northern boundary in the linear open space instead of the local shared path shown in the Development Plan and Structure Plan and bisecting the Subject Land east-west through the proposed retirement village site.
- 3.10 the local shared path referred to in clause 3.9 is to be constructed in accordance with plans and specifications first approved by the Council.

**Indexation**

- 3.11 the amount of the Development Contributions payable will be adjusted annually in accordance with the adjustment methodology contained in the Development Contributions Plan.

**Council's Costs**

- 3.12 the Owner must pay to the Council, the Council's costs and expenses of and incidental to the preparation, drafting, review, finalisation, engrossment, execution and registration of this Agreement and until those costs are paid they will remain a debt of the Owner to the Council.

**APA Gas Main**

- 3.13 In the event that the Road and Drainage Plans referred to in clause 3.1.4 require to be amended because of the presence of the APA Gas Main, the Council shall be responsible for all costs relating to such amendment including any costs associated with any survey to determine the location of the APA Gas Main. If such costs are paid by the Owner, the Council agrees to reimburse such costs within 21 days of submission to the Council of evidence of payment of such costs by the owner.
- 3.14 In the event that the APA Gas Main is required to be relocated to enable the Owner to undertake Infrastructure Projects 1(a) and 2(a), the Council shall meet all costs directly associated with the relocation

**AL914734P**

27/05/2015 \$116.50 173



of the APA Gas Main including any additional drainage and engineering fees and any costs to relocate other services.

- 3.15 In the event that the relocation of the APA Gas Main is undertaken by the Owner with the approval of the Council, the Council shall pay to the Owner, within 21 days of submission of an invoice all costs incurred by the Owner directly associated with the relocation of the APA Gas Main including any additional drainage and engineering fees.
- 3.16 The Council shall extend the date for completion for the Infrastructure Projects approved under Condition 1(a) of the Planning Permit by such period of time that reflects any delay caused by any relocation of the APA Gas Main outside of the Owner's control.

#### **4. DISPUTE RESOLUTION**

- 4.1 If a dispute arises between the Council and the Owner as to whether the Owner has constructed any of the Infrastructure Projects in accordance with the provisions of this Agreement either the Council or the Owner may refer the dispute to an arbitrator holding civil engineering qualifications. In the event that the parties cannot agree on an arbitrator, the arbitrator shall be appointed by the Australian Institute of Arbitrators and Mediators Australia for determination. The Parties shall have the right to make submissions in writing to the arbitrator and, if the Parties agree, to make oral representations at a hearing. The determination of the arbitrator is final and binding on the parties. The cost of the arbitrator shall be borne by the Owner.
- 4.2 In the event of any dispute between the Council and the Owner under clause 3.4, 3.13 and 3.14 of this Agreement, either party shall have the right to refer such dispute to an independent Quantity Surveyor whose decision shall be final and binding on the Parties. The Parties shall have the right to make submissions in writing to the Quantity Surveyor and, if the Parties agree, to make oral representation at a hearing before such Quantity Surveyor. The cost of the Quantity Surveyor shall be borne by the Owner.

**AL914734P**



**5. ACKNOWLEDGMENT AND COVENANTS OF COUNCIL**

- 5.1 The Council acknowledges that the Owner's covenants in this Agreement satisfy conditions 1 of the Permit.
- 5.2 The Council covenants that it will immediately apply to register this Agreement pursuant to Section 181 of the Act.

**Bank Guarantees**

- 5.3 The Bank Guarantees, dated 19 March 2012, held by the Council in respect of development infrastructure levies, payable in respect of the subdivision of the completed Stages 1-4 of the subdivision of the Eden Gardens Estate shall be returned by the Council to the Owner with two weeks of the execution of this Agreement.
- 5.4 The bank guarantees, dated 19 March 2012, held by the Council in respect of Public Open Space contributions payable in respect of the subdivision of the completed Stages 1-4 of the subdivision of the Eden Gardens Estate shall be returned by the Council to the Owner within two weeks of the execution of this Agreement.

**Public Open Space**

- 5.5 Council acknowledges that the Public Open Space Contribution satisfies the Owner's public open space contribution liabilities pursuant to Clause 52.01 of the Planning Scheme and/or Section 18 of the *Subdivision Act* 1988 in relation to the Subject Land for the subdivision approved under the Permit, the subdivision of land in Stages 1 - 4 as approved under planning permit 711/707 and any further land only subdivision of the Subject Land .
- 5.6 Subject to the provisions of Clause 5.7 the Owner will not be liable for any further public open space contribution in relation to the Subject Land for the subdivision approved under the Permit, the subdivision of land in Stages 1-4 as approved under Planning Permit 711/707 and any further land only subdivision of the Subject Land.
- 5.7 For the avoidance of doubt, the exemption from any further public open space contribution, as referred to in the proceeding Clauses, does not extend to the subdivision of any building constructed on any lot created by the subdivision of the Subject Land except where such building is part of any retirement village.

**6. FURTHER OBLIGATIONS OF THE OWNER**

The Owner further covenants and agrees that:

- 6.1 **Notice and Registration**

**AL914734P**

27/05/2015 \$116.50 173



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

**6.2 Further actions**

6.2.1 The Owner will do all things necessary, including signing any further agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of ensuring that the Owner carries out the Owner's covenants under this Agreement and to enable the Council to enforce the performance by the Owner of such covenants and undertakings.

6.2.2 The Owner will consent to the Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section.

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

The Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act and in satisfaction of the obligation imposed by Condition 1 of Planning Permit No. 712/848.

**8. OWNERS WARRANTIES**

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

**9. SUCCESSORS IN TITLE**

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

9.1 Give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

9.2 Execute a deed agreeing to be bound by the terms of this Agreement.

**AL914734P**



**10. GENERAL MATTERS**

**10.1 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 by:

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

10.2 A notice or other communication is deemed served if:

- 10.2.1 delivered, on the next following business day;
- 10.2.2 posted, on the expiration of two business days after the date of posting; and,
- 10.2.3 sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

**10.3 No Waiver**

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

**10.4 Severability**

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

**10.5 No Fettering of the Council's Powers**

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

**AL914734P**

27/05/2015 \$116.50 173



**11. COMMENCEMENT OF AGREEMENT**

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

**12. ENDING OF AGREEMENT**

- 12.1 This Agreement ends when the Owner has complied with all of the covenants by the Owner under the Agreement to the satisfaction of the Council.
- 12.2 This Agreement may be ended by agreement between Council and the Owner.
- 12.3 If this Agreement relates to more than one lot and the owner of that lot has complied with all of the obligations in relation to that lot, the owner of that lot may request Council to end this Agreement in relation to that lot.
- 12.4 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner, make application to the Registrar of Titles under Section 183(1) of the Act to cancel the recording of this Agreement on the register.

**AL914734P**

27/05/2015 \$116.50 173



**EXECUTED** by the parties on the date set out at the commencement of this Agreement.

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



*[Handwritten signature]*  
.....

Delegate

**SIGNED SEALED AND DELIVERED** by GIUSEPPE MOLINO in the presence of:

*[Handwritten signature]*  
.....  
Witness

INFORMATION

**AL914734P**

27/05/2015 \$116.50 173



**Mortgagee's Consent**

**National Australia Bank** as Mortgagee of registered mortgage No. **AG773629L** 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.

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

.....  
For and on behalf of the Mortgagee.

INFORMATION ONLY

**AL914734P**

27/05/2015 \$116.50 173

**Annexure A****Development Contributions List**

<b>Infrastructure Project</b>	<b>Total Cost</b>	<b>Owners Contribution</b>	<b>Credit Against Development Contributions</b>	<b>Timing of Construction</b>
1(a) Construction of the Harvest Home Road Intersection Project No R024 in the Development Contributions Plan generally in accordance with the approved "Road and Drainage Plans" DCE Consultants Pty Ltd dated 29 September 2014 Revision E with any amendments required under the Permit.	\$1,483,000	100%	\$1,053,163.00	Construction of this project shall commence as part of the first stage of the subdivision (Stage 5 of the Plan of Subdivision) approved by Permit No. 712848 and must be completed before the issue of a Statement of Compliance for the third stage of any subdivision (Stage 7 of the Plan of Subdivision) approved by the Permit.
1(b) Council checking and supervision fee on Infrastructure Project 1(a).	-	100%	100%	
1(c) VicRoads fee in relation to Infrastructure Project 1(a)	\$52,560	100%	\$52,560	
2a) Construction of the Harvest Home Road Duplication. Project No. R004 in the DCP generally in accordance with the "Road and Drainage	\$1,300,000	100%	\$438,979.00 (486m x \$903.25 p/m)	Construction must commence as part of the first stage of the Plan of Subdivision (Stage 5 of the Plan of Subdivision)

**AL914734P**



Infrastructure Project	Total Cost	Owners Contribution	Credit Against Development Contributions	Timing of Construction
Plans" DCE Consultants Pty Ltd dated 29 September 2014 Revision E 2014.				approved by Permit No. 712848 and must be completed before the issue of a Statement of Compliance for the third stage of any subdivision (Stage 7 of the Plan f Subdivision ) approved by the Permit .
2(b) Land contribution for the Harvest Home Road Duplication	-	100%	\$388,885 (0.68Ha x \$571,890 p.Ha)	Has previously been transferred to the Council
2(c) Council checking and supervision fee on Infrastructure project 2(b).	-	100%	100%	
3(a) Northern kerb of southern carriageway and Redding Rise infrastructure works. generally in accordance with plans and specifications generally in accordance with the "Road and Drainage Plans" DCE Consultants dated 29 September 2014 Revision E 2014.	\$197,000*	100%	\$197,000	Construction of this project must commence as part of first stage of the subdivision (Stage 5 of the Plan of Subdivision ) approved by the Permit No. 712848 and must be completed before the issue of a Statement of Compliance for third stage of any subdivision (Stage 7 of the Plan of Subdivision)

**AL914734P**

27/05/2015 \$116.50 173



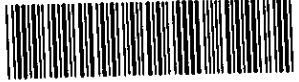
Infrastructure Project	Total Cost	Owners Contribution	Credit Against Development Contributions	Timing of Construction
				approved by the Permit.
3(b) Council checking and supervision fee on Infrastructure Project 3(a)	-	100%	100%	
4 Construction of the shared path east-west along the northern shared trail network in the linear open space  Project No PC01 in the DCP.	-	100%	\$70,095.78  (486m x \$144.23 p/lm)	Completed before the issue of a Statement of Compliance for the seventh stage of any subdivision (Stage 12 of the Plan of Subdivision) approved by the Permit

Notes:

All figures are where relevant, costed or indexed to 2013.

**AL914734P**

27/05/2015 \$116.50 173



## **Annexure B**

### **Construction Procedures**

#### **Procedure for issue of Certificate of Practical Completion**

1. Upon the completion of an Infrastructure Project the Owner must notify Council and any other relevant authority.
2. Within 14 days of receiving notice of the completion of an Infrastructure Project from the Owner, Council and/or any other relevant authority must inspect the Infrastructure Project and determine whether to issue the Certificate of Practical Completion.
3. If Council is not satisfied with the Infrastructure Project, Council may refuse to issue a Certificate of Practical Completion provided Council:
  - a. identifies in what manner or respect the Infrastructure Project is not satisfactorily completed; and
  - b. what must be done to satisfactorily complete the Infrastructure Project.
4. Council may, notwithstanding the detection of a minor non-compliance determine to issue a Certificate of Practical Completion if Council is satisfied that the proper completion of the outstanding matter can be secured by the payment of a financial amount to Council or the provision of some other security for the proper completion of that outstanding matter.

#### **Access**

5. Before accessing land owned by Council or a third party for the purpose of constructing any Infrastructure Project or undertaking any maintenance or repair of defects in respect of any 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. it has satisfied any condition of such consent; and
  - c. in place all proper occupational health and safety plans as may be required under any law of the State of Victoria.
6. 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 completed, maintained or repaired in accordance with the approved plans.

#### **Quality of work**

7. Apart from any other requirement contained in the Agreement, all work must:
  - a. Accord with Council's Engineering Standard Drawings and Specifications unless otherwise approved;
  - b. use good quality materials, not involving asbestos and which are suitable for the purpose for which they are required;
  - c. be carried out in a good and workmanlike manner;
  - d. be fit and structurally sound, fit for purpose and suitable for its intended use;
  - e. not encroach on land other than the land shown in any plans or specifications approved by Council;
  - f. comprise best industry practice;

**AL914734P**

27/05/2015 \$116.50 173



- g. unless otherwise authorised comply with any relevant current Australian Standard; and
- h. accord with a construction management plan to be prepared to the satisfaction of Council.

INFORMATION ONLY

10th April 2024

True Conveyancing C/- Triconvey2 (Reseller) C/- LA  
LANDATA

Dear True Conveyancing C/- Triconvey2 (Reseller) C/- LA,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	66 ROZAS AVENUE WOLLERT 3750
<b>Applicant</b>	True Conveyancing C/- Triconvey2 (Reseller) C/- LA LANDATA
<b>Information Statement</b>	30841950
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	714990

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
- Build Over Easement

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

Yours sincerely,



Chris Brace  
GENERAL MANAGER  
RETAIL SERVICES

## Yarra Valley Water Property Information Statement

Property Address	66 ROZAS AVENUE WOLLERT 3750
------------------	------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

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

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

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	66 ROZAS AVENUE WOLLERT 3750
------------------	------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

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

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

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

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



20th February 2024

**Application ID: 621103**

**CONDITIONS OF CONNECTION**

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

**Approval Detail**

**Water**

**Required Services**

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

**Sewer**

**Connection Or Disconnection Details**

<b>Sewer Connection Description</b>	<b>PSP Number</b>
<b>Water &amp; Sewer Connection</b>	1514480

**Specific conditions affecting encumbrances on property:**

Recycled Water

## **Conditions of Connection Details**

### **GENERAL**

In these conditions the terms,

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

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

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

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

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

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

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

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

### **WATER**

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

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

of connection.

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

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

All tapplings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Waters contractor Mondo on 1300 735 328. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Mondo.

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 735 328. If you wish to cancel the booking you will need to contact Yarra Valley Water (if applicable) to seek a refund. A cancellation fee may apply.

### **METER ASSEMBLIES & POSITIONING**

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

Water meter assemblies:

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

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

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

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

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

### **REMOVAL OF WATER METERS**

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

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

### **DAMAGED OR STOLEN METERS**

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

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

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

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

### **RECYCLED WATER CONDITIONS**

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

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

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

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

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

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

**Recycled Water Supply**

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

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

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

## 1. Breaching these Conditions

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

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

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

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

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

the property owner must:

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

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

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

## 3. Recycled Water Plumbing

### 3.1. Toilet cisterns

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

### 3.2. Rainwater Tanks

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

### 3.3. External Taps – Residential

- (a) An external recycled water tap must be installed to service the **front** of the property:
  - (i) Yarra Valley Water supplies a purple recycled water riser and tap with removable tap handle and signage at the time of the tapping for single residential lots/houses. The tap can be relocated by the private plumber if required but not removed. **Under no circumstances are the meters to be moved.**
  - (ii) The private plumber is required to fit the front purple recycled water tap with removable tap handle and signage for each unit in a single level residential unit development, or for the common property in a multi-level residential unit development.
  - (iii) Taps must be located to service the front external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
- (b) An external recycled water tap must be installed to service the rear of the property:

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

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

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

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

### 3.5. Laundry Use

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

### 3.6. Irrigation Systems

- (a) Irrigation systems connected to recycled water must be fitted with an approved master solenoid valve to ensure that main lines up to individual sprinkler station solenoid valves are not under constant pressure. The master solenoid should be located close to the meter assembly to reduce the length of pressurized irrigation piping.
- (b) An appropriate containment backflow prevention device is to be fitted and independently

tested.

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

### 3.7. Regulatory Prohibition Hybrid Signs

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

## 4. Uses of Recycled Water

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

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

## 5. Plumbing Standards

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

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

## 6. Inspections For Recycled Water Plumbing Works

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

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

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

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

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

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

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

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

**For inspection related enquiries:**

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

**Phone: 9872 2518**

- 6.2. The deadline for booking R1 and R2 inspections is 3pm Monday to Friday
- 6.3. R3 inspections require two (2) business days' notice of the required inspection date
- 6.4. Inspections will take place Monday to Friday only. Inspections are not available on weekends or public holidays. Inspection times are 7.30am to 3pm.
- 6.5. R1 and R2 inspections can be booked consecutively for the same booking date only if they are both ready for inspection
- 6.6. R2 inspections can only be booked on metered properties or where a test bucket has been used to pressurise the pipework
- 6.7. For R3 inspections the plumber will be contacted by the next business day to confirm the inspection time
- 6.8. Safe access to the site must be provided for inspections to take place
- 6.9. Failure to book inspections will result in penalties. Refer Section 1.
- 6.10. A PIC Consent Number is required for every property/residence being booked for inspections. Contact Yarra Valley Water if you do not have a PIC number for every property/residence being inspected:
  - (a) For unit developments a Stage 1 (R1) inspection is also required from the main meter to the check meters, therefore a PIC Consent Number is also required for the main to check inspection.
- 6.11. Straight bridging pieces where a meter is missing are not acceptable due to the risk of backflow contamination:
  - (a) Properties using a straight piece will not pass these inspections.
- 6.12. Yarra Valley Water will only carry out the required inspections in so far as they relate to the Conditions of Connection issued for new developments connecting to recycled water. Inspections will be carried out in accordance with the EPA Guidelines and a Risk Based Approach. Yarra Valley Water will not be certifying or approving plumbing works in terms of quality and will not be liable for any poor workmanship carried out by the plumber.

## 7. Temporary Cross Connections

- 7.1. Where pressure testing of pipework installed for the provision of Class A Recycled Water requires a temporary interconnection with the drinking water supply plumbing, such interconnection is to be above ground and clearly visible.
- 7.2. This interconnection is to be removed by the private plumber at the time of the commissioning inspection.

## 8. Tappings

- 8.1. The drinking water property service pipe is to be PE pipe and must be water marked.
- 8.2. The Class A Recycled Water property service pipe is to be solid jacketed purple PE pipe and must be water marked:
  - (a) PE pipe must not form any part of the water meter assembly.
- 8.3. **In the case of short side installations** the recycled water service pipe is to be laid on the left of the drinking water property service pipe (when facing the property) and maintain 300mm separation.
- 8.4. **In the case of long side installations** the same conduit for the drinking water property service may be utilised for the recycled water, however the 300mm separation is to be maintained on both the upstream and downstream ends of the conduit.

## 9. Locking Device

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

## 10. Meter Assemblies & Positioning

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

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

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

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

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

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

10.7. Minimum separation between meters as follows:

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

**11. Stolen Meters**

11.1. Until the meter is replaced no connections between the supply and the dwelling are to be reinstated at the property. No straight pieces or alternative connections are allowed to be installed unless fitted by Yarra Valley Water's maintenance contractor.

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

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

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

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

12.2. For Irrigation Systems:

- (a) Until Class A Recycled Water is available (i.e. charged through the recycled water main), irrigation systems time of operation must comply with current Government water restriction requirements
- (b) Annual testing of the backflow prevention device is required to ensure the device is operating correctly
- (c) Signage must be produced at the owner's expense and displayed prominently within 150mm of all recycled water outlets. These signs should comply with AS1319 and should contain the wording: "Recycled Water Do Not Drink".

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

## **SEWER**

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

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

Following the completion of a new or altered property sewerage drain, a copy of the updated Property

Sewerage Plan must be returned within 7 days to Yarra Valley Water [easyACCESS@yvw.com.au](mailto:easyACCESS@yvw.com.au).  
Photographs of plans are not acceptable.

## **AMENDMENTS**

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

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

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

## **INDEMNITY**

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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

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

## RATES CERTIFICATE

**Account No:** 4359313738  
**Rate Certificate No:** 30841950

**Date of Issue:** 10/04/2024  
**Your Ref:** 714990

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
66 ROZAS AVE, WOLLERT VIC 3750	327\PS900029	5302305	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2024 to 30-06-2024	\$20.04	\$20.04
Residential Usage Charge		\$0.00	\$0.00
Residential Recycled Water Usage Charge		\$0.00	\$0.00
Parks Fee *	01-04-2024 to 30-06-2024	\$21.10	\$21.10
Drainage Fee	01-04-2024 to 30-06-2024	\$29.38	\$29.38
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$70.52

\* Please note, from 1 July 2023 the Parks fee will be charged quarterly instead of annually.



GENERAL MANAGER  
RETAIL SERVICES

**Note:**

- From 1 July 2023, the Parks Fee will be 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 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 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 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 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 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.

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

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

**Recycled water is available at this property**

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

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

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

---

**Property No:** 5302305

**Address:** 66 ROZAS AVE, WOLLERT VIC 3750

**Water Information Statement Number:** 30841950

## HOW TO PAY



**Bill**er Code: 314567  
Ref: 43593137386

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

20th February 2024

ABISHEK BASIN  
care of  
INFO@ROYALDEVELOPERS.AU

Dear ABISHEK BASIN,

**APPLICATION FOR BUILD OVER CONDITIONS**

<b>Application ID</b>	621819
<b>Property Address</b>	66 ROZAS AVENUE WOLLERT 3750
<b>Service Location ID</b>	5302305

Thank you for your recent application. Based on the information supplied to Yarra Valley Water the proposed development **may proceed subject to the following conditions.**

Yarra Valley Water has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement which you need to review carefully. This consent binds the Owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

**Build Over Condition Summary \***

Driveways & Paving (Plain Concrete Only) for a Residential Property (Please Note Ramps over sewer mains are not allowed)

- can build over the sewer main and 750mm vertical clearance is required

\* Build Over Condition Summary is to be read in conjunction with the conditions applicable to this application.

The advice in this letter supersedes any previous written or verbal advice that Yarra Valley Water has provided.

If you have any enquiries, please email us at [easyaccess@yvw.com.au](mailto:easyaccess@yvw.com.au) or for further information visit <http://www.yvw.com.au/help-advice/develop-build>. Alternatively you can contact us on 1300 651 511.

Yours sincerely,

A handwritten signature in cursive script that reads "Joe Gargaro".

Joe Gargaro

Divisional Manager, Development Services

INFORMATION ONLY

**SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:**

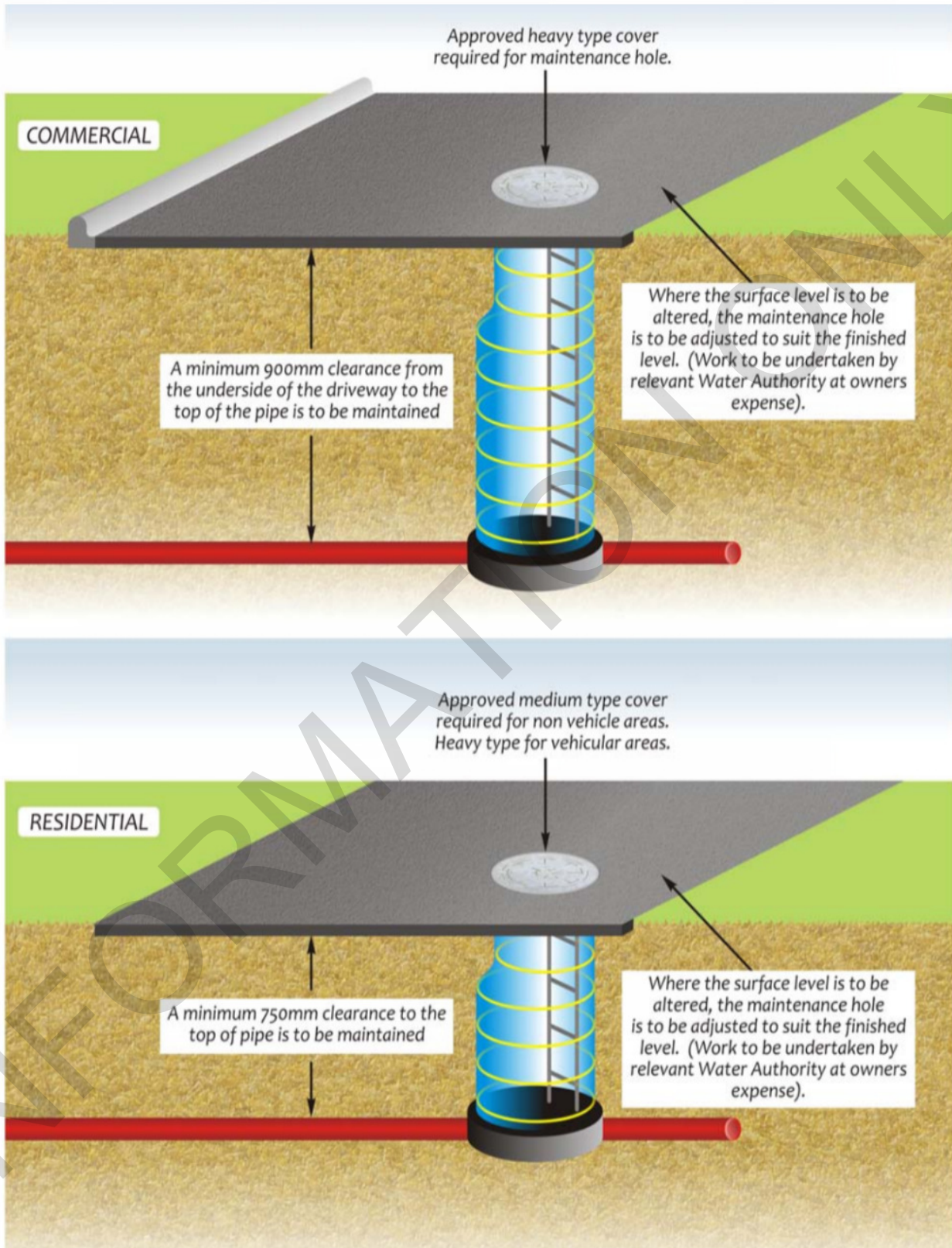
For any driveways and paving (plain concrete only) for a residential property in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

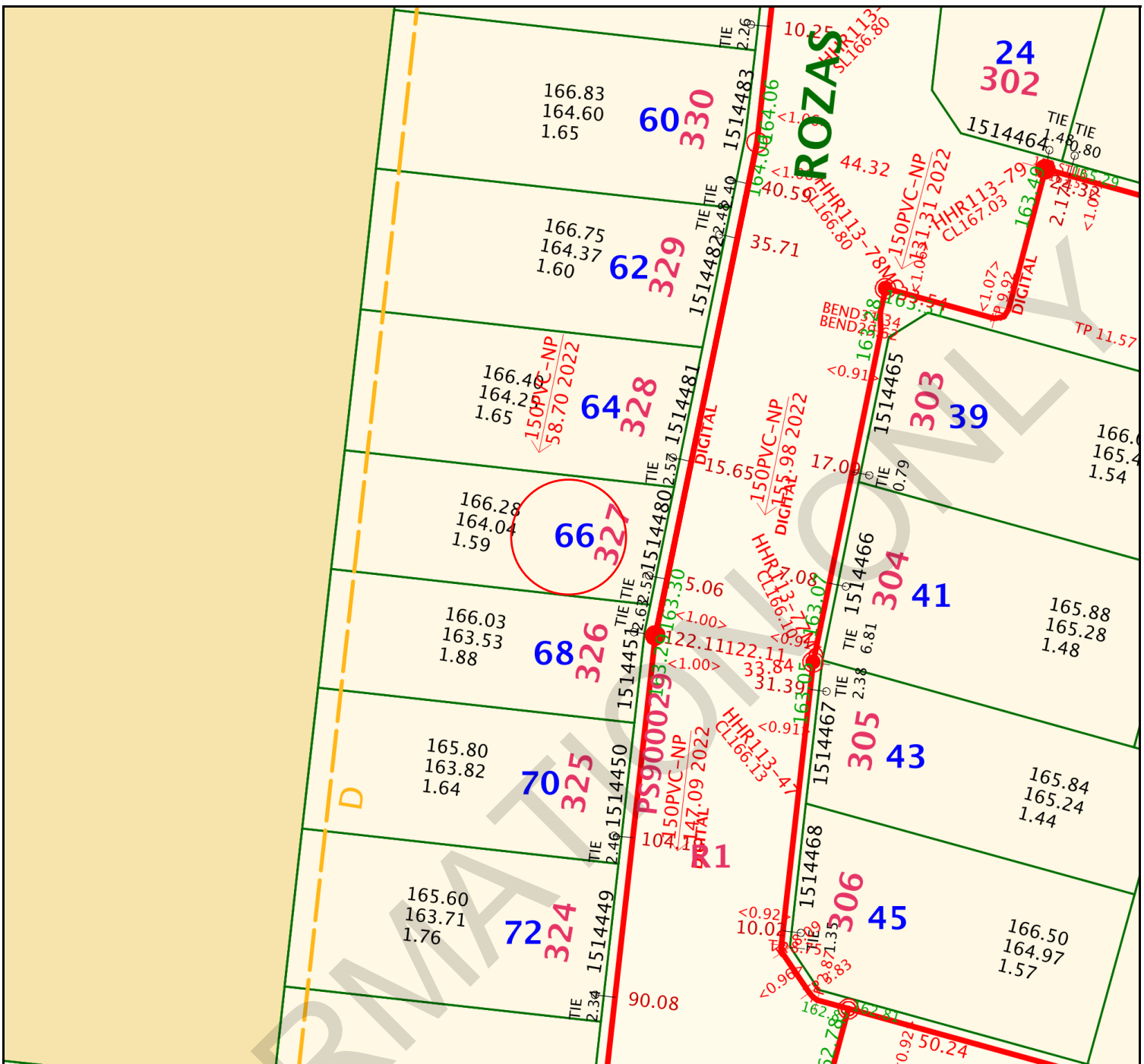
1. Refer to attached plan 'F' for this structure.
2. A minimum 750 mm vertical cover is to be maintained over the sewer main.
3. Ramps over sewer mains are not permitted.
4. No additional load is to be placed on the sewer main.

INFORMATION ONLY

# DRIVEWAY AND PAVING

## DRIVEWAYS AND PAVING





**Yarra Valley Water Sewerage Depth Offset Asset Map** Address 66 ROZAS AVENUE WOLLERT 3750

Date	20/02/2024
Scale	1:500



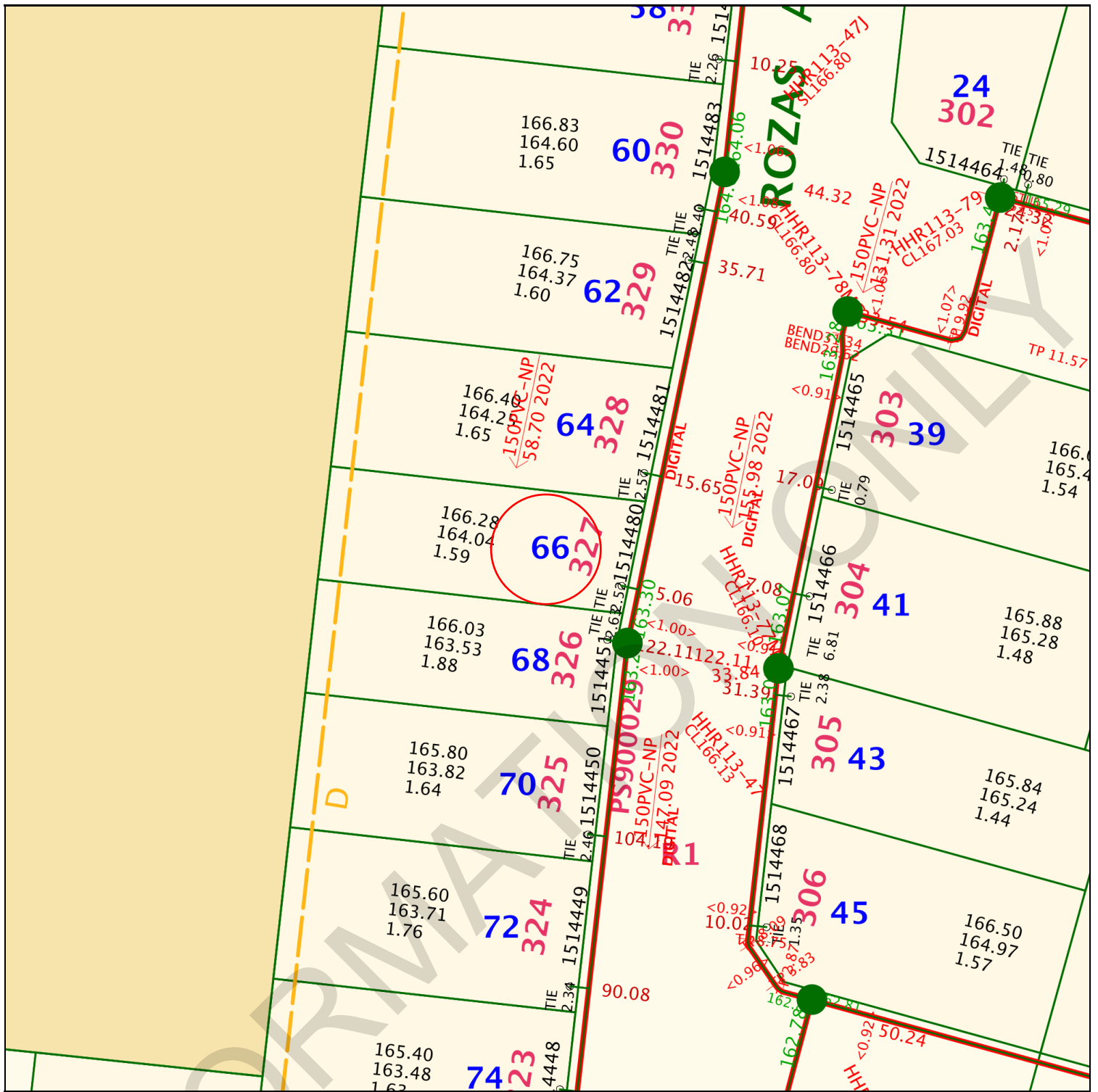
Disclaimer: This Sewerage Depth Offset Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

ABN 93 066 902 501

Existing Title		Gas Check Manhole	
Proposed Title		Inspection Shaft	
Sewer Branch		Pipe Junction	
Existing Sewer		Maintenance Shaft	
Circular Manhole		Maintenance Chamber	
Sewer Offset		End of Pipe	
Abandoned Sewer		Rectangular Manhole	
Pump Station		Ventilation	

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
<b>Pipe Size:</b> 150
<b>Pipe Material:</b> PVC-NP
<b>Average Depth (m):</b> 2.79
<b>Branch Length (m):</b> 1.594
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.
<b>YVW Ref:</b> 5302305



**Yarra Valley Water** Address 66 ROZAS AVENUE WOLLERT 3750

**Build Over Plan Reference: Plan F**

**Driveways and paving**

Date	20/02/2024
Scale	1:500

Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

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

**Yarra Valley Water Application ID: 621819**

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area		Your property's identification on the plan.
Orange line		Boundary of easement.
Red shaded area		Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area		Assets and area that cannot be built over.
Green highlighted assets		Asset or easement that can be built over subject to conditions specified.

## CONDITIONS APPLICABLE TO THIS APPLICATION:

Yarra Valley Water ("YVW") grants its consent to the owner to build a structure or place fill on land over an easement in favour of YVW, over an easement for water supply, sewerage or drainage purposes, or over or within 1 metre of YVW works (referred to as "Owner's Works"), subject to the following terms and conditions:

### Standard conditions:

1. A reference in these terms and conditions to YVW includes YVW's employees, agents and contractors.
2. The applicant applying for YVW's consent for the Owner's Works warrant's that they made the application as or on behalf of the owner. A reference in these terms and conditions to the owner includes a reference to the applicant or any successors in title to the owner.
3. YVW's conditional consent is to the owner's application and plans for the Owner's Works as previously provided to YVW. The owner must only construct the Owner Works in accordance with YVW's conditions of consent. Any variation to the owner's application and plans or Owners Works requires a new application to YVW which may be approved or rejected in YVW's absolute discretion.
4. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to any injury to any person (including illness or death) or loss of or damage to any property which may arise from, or as a result of the Owner's Works, including but not limited to being as a result of the design, construction, placement or presence of the Owner's Works.
5. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to YVW inspecting, constructing, maintaining, repairing or replacing any assets or other property of YVW beneath or in the vicinity of the Owners Works except to the extent caused by negligence of YVW.
6. YVW makes no warranty or representation and excludes all liability of any kind for the accuracy, adequacy or completeness of any plans or other information it has provided on sewer, water and other assets. The plans and any asset information accompanying this letter are issued solely as a guide for the investigation and identification of the assets specified and must not be used for any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.
7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.

8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.
9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works. YVW will not repair or reinstate the Owner's Works.
10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.
11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.
12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.
13. Our imposition of conditions does not affect the rights of any other parties over the area in question.
14. If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.
15. Multi-unit and single residential, industrial/commercial developments must meet the requirements stated in WSA 02—3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4. This may require a sewer branch connection from an existing maintenance structure or a new maintenance structure.

If a new maintenance structure is required you must apply for conditions at Yarra Valley Water, details are available on the Yarra Valley Water website [easyACCESS Land Development Hub](#).

16. These conditions of consent will be disclosed to any person making an application for an information statement in relation to the land pursuant to section 158 of the Water Act 1989.

# RESPONSIBILITY OF SEWER CONNECTION POINTS

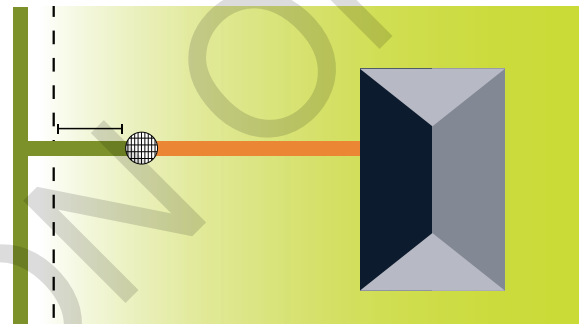


Yarra Valley Water's (YVW) responsibility of the sewer connection point is dependent on the location of the sewer main and the first Inspection Opening (I.O), which may be above or below ground. YVW and property owner responsibilities for the sewer connection points are outlined below.

## STAND ALONE RESIDENCE

Sewer connection point where the sewer main is **outside** the property.

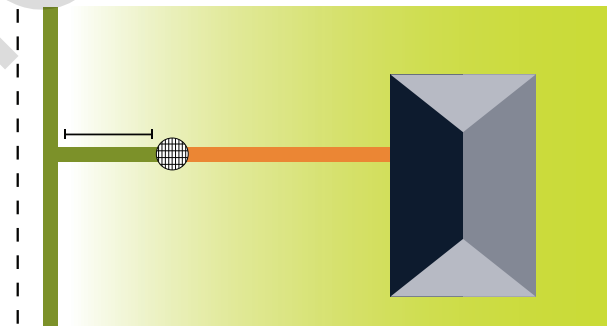
YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



## STAND ALONE RESIDENCE

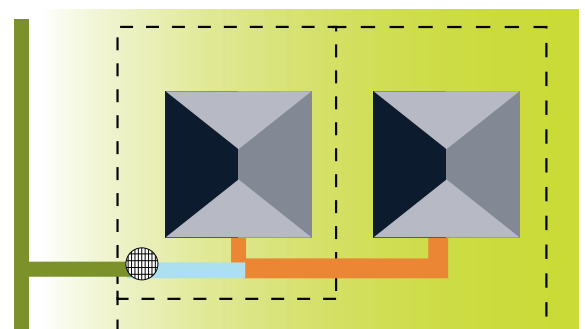
Sewer connection point where the sewer main is **inside** the property.

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

- Property owner responsibility
- Combined property owner responsibility
- YVW responsibility
- Boundary of property
- Inspection opening (may be below ground or at surface level)
- Building / structure

YVW.COM.AU EMAIL: ENQUIRY@YVW.COM.AU

GENERAL ENQUIRIES: 1300 304 688 EMERGENCIES & FAULTS: 13 2762 LANGUAGE ASSISTANCE: 1300 976 224

Yarra Valley Water, Lucknow Street, Mitcham. Private Bag 1, Mitcham Victoria 3132

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 10 April 2024 01:09 PM

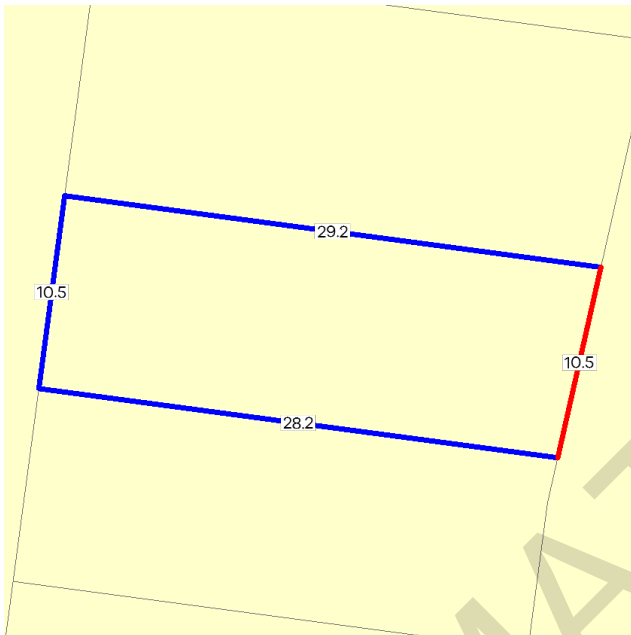
## PROPERTY DETAILS

Address: **66 ROZAS AVENUE WOLLERT 3750**  
Lot and Plan Number: **Lot 327 PS900029**  
Standard Parcel Identifier (SPI): **327\PS900029**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **1232487**  
Directory Reference: **Melway 181 J2**

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

## SITE DIMENSIONS

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



**Area:** 301 sq. m

**Perimeter:** 78 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

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

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

## Area Map



 Selected Property

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 10 April 2024 01:07 PM

## PROPERTY DETAILS

Address: **66 ROZAS AVENUE WOLLERT 3750**  
 Lot and Plan Number: **Lot 327 PS900029**  
 Standard Parcel Identifier (SPI): **327\PS900029**  
 Local Government Area (Council): **WHITTLESEA**  
 Council Property Number: **1232487**  
 Planning Scheme: **Whittlesea**  
 Directory Reference: **Melway 181 J2**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

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

## OTHER

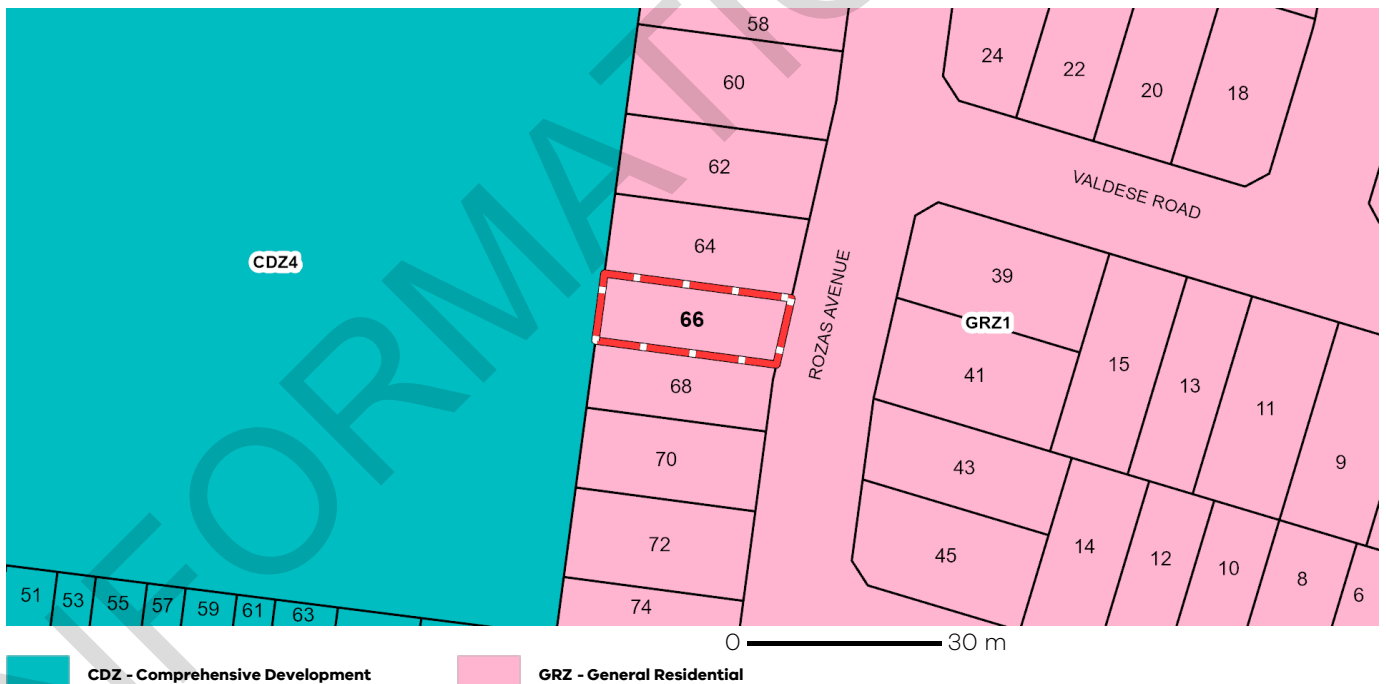
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

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



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

## Planning Overlays

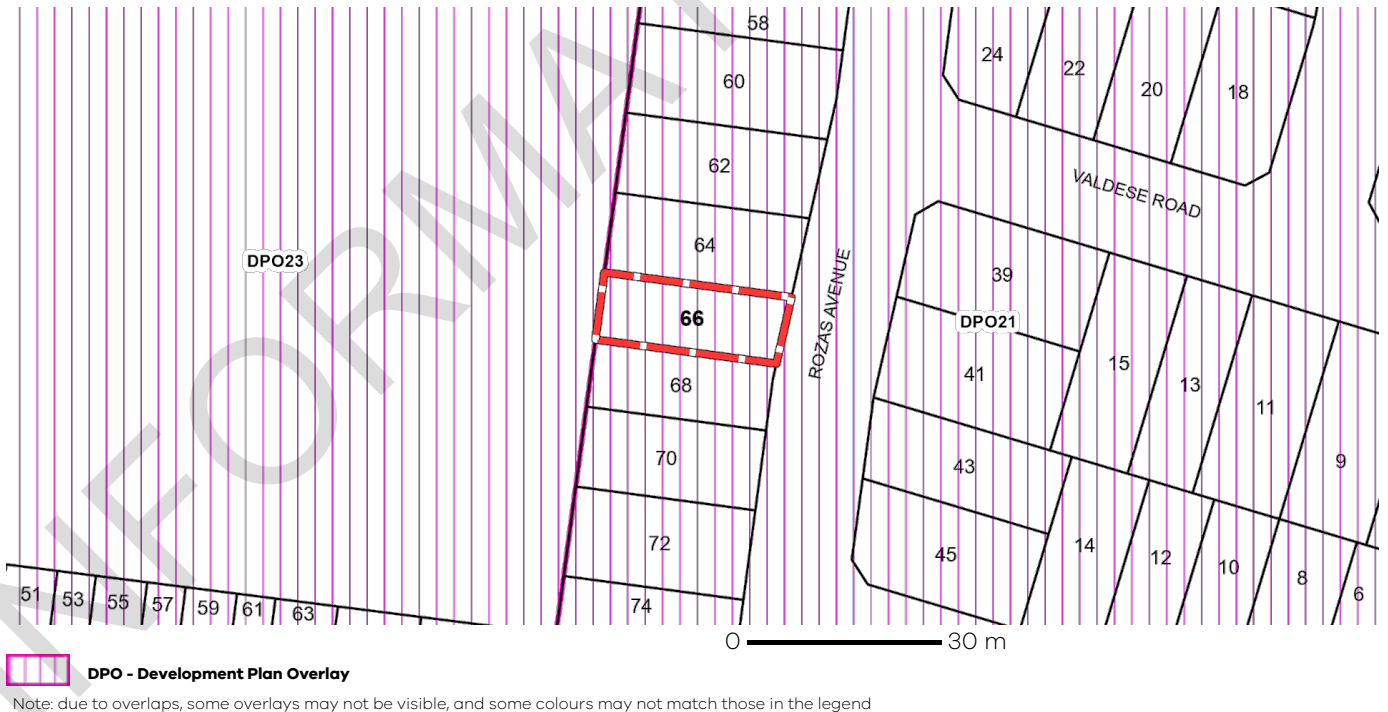
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 10 (DCPO10)



DEVELOPMENT PLAN OVERLAY (DPO)

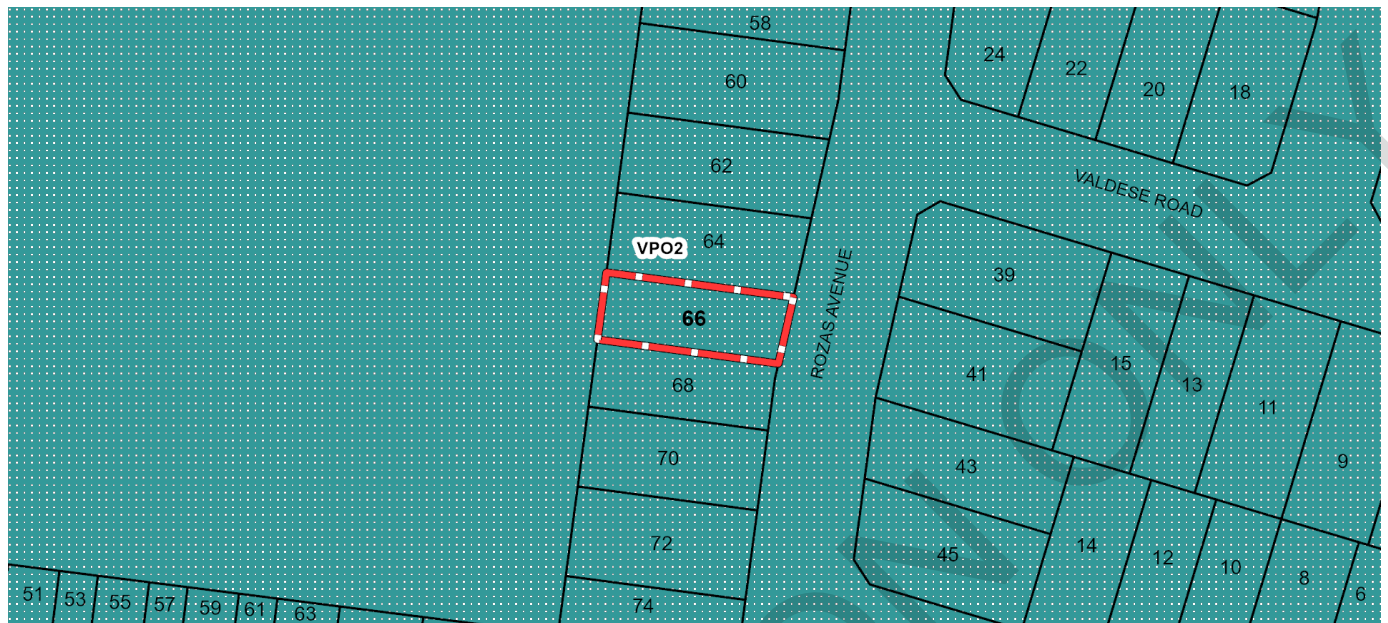
DEVELOPMENT PLAN OVERLAY - SCHEDULE 21 (DPO21)



## Planning Overlays

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

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



 VPO - Vegetation Protection Overlay

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

## Further Planning Information

Planning scheme data last updated on 7 December 2023.

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

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

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

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

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

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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