

# CONTRACT OF SALE OF REAL ESTATE

COPYRIGHT AUSTRALIAN INSTITUTE OF CONVEYANCERS (VIC DIV) 2018



Property Address: 56 Sandover Drive, Roxburgh Park VIC 3064

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

The terms of this contract are contained in the:

- Particulars of sale; and
- Special conditions, if any; and
- General conditions.

In that order of priority.

## IMPORTANT NOTICE TO PURCHASERS

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

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

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

- You bought the property at or within 3 clear business days before or after a publicly advertised auction; 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 PURCHASER OF PROPERTY 'OFF THE PLAN'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10% 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 this contract of sale and the day on which you become the registered proprietor.

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

Purchasers should ensure that, prior to signing this contract; they have received a copy of the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** that is in accordance with Division 2 of Part II of that Act; and a copy of the full terms of this contract.

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as an 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 ...../..... /20.....

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

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney").....

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

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

..... on ...../..... /20.....

Print name(s) of person(s) signing: **Ahmad El Rachidy** .....

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney").....

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

**PARTICULARS OF SALE**

**VENDOR'S ESTATE AGENT**

**Harcourts Rata & Co - Mill Park**

Shop 3, 24 Oleander Drive, Mill Park VIC 3082

Tel: 9436 6888

Fax:

Email: sold@rataandco.com.au

**VENDOR**

Ahmad El Rachidy of

**VENDOR'S CONVEYANCER OR LEGAL PRACTITIONER**

**Mirror Image Conveyancing**

PO Box 6065, Point Cook, Vic, 3030

Tel: 03 9989 2290 / 0490 418 120

Ref: 5845/24/KR

Email: kathryn@mirrorimageconveyancing.com.au

**PURCHASER**

of:

**PURCHASER'S CONVEYANCER OR LEGAL PRACTITIONER**

of:

Tel:

Fax:

Ref:

Email:

**PROPERTY ADDRESS**

The address of the property is 56 Sandover Drive, Roxburgh Park VIC 3064

**LAND** (General Conditions 3)

The land is –

Described in the table below –

Certificate of Title reference	Being Lot	On Plan
Volume 10642 Folio 980	4367	PS449517G
Volume Folio		

OR

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

**GOODS SOLD WITH THE LAND**

(General Condition 2.2(f))

(List or attach a Schedule)

The land includes all improvements and fixtures as inspected.

- blinds & curtains
- light fittings
- fixed floor coverings
- solar panels
- insect screens
- stove
- pool equipment
- TV antenna
- clothes line
- dishwasher
- other:

**PAYMENT**

(General Condition 10)

Price

\$

Deposit

\$ \_\_\_\_\_

by

(of which \$

has been paid)

Balance

\$

payable at settlement

=====

**GST** (General Condition 13)

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

[Empty box for GST declaration]

If this is a sale of a 'farming business' or 'going concern' then add the words **'farming business'** or **'going concern'** in this box:

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

### GST – RESIDENTIAL WITHHOLDING PAYMENT

If the property being sold is *new residential premises* or *potential residential land* and the Vendor is making a taxable supply, then Special Condition 8 applies.

Irrespective of whether or not the property is *new residential premises* or *potential residential land*, the vendor must give the purchaser a Notice pursuant to S.14-555 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** (see template attached).

### SETTLEMENT

(General Condition 10)

Is due on ...../...../20.....

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

The above date; or

14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision

### LEASE

(General Condition 1.1)

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

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

### TERMS CONTRACT

(General Condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words **'terms contract'** in this box, and refer to General Condition 23

### LOAN

(General Condition 14)

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

Lender:

Loan amount: \$

Approval date:

### SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

**Building Inspection** - Special condition 10 only applies if this box is ticked

**Pest Inspection** - Special condition 11 only applies if this box is ticked

**GUARANTEE and INDEMNITY**

I/We, ..... of .....

And ..... of .....

being the **Sole Director / Directors** of ..... ACN .....  
(called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by: -

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this ..... day of ..... 20.....

SIGNED by the said ..... )  
 )  
 Print Name..... ) .....  
 Director (Sign)

in the presence of: ..... )  
 )  
 Witness..... )

SIGNED by the said ..... )  
 )  
 Print Name..... ) .....  
 Director (Sign)

in the presence of: ..... )  
 )  
 Witness..... )

## CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

### TITLE

#### 1. Encumbrances

- 1.1 The purchaser buys the property subject to:
  - (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
  - (b) any reservations in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this General Condition “Section 32 Statement” means a Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

#### 2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the **Estate Agents (Contracts) Regulations 2008** for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
  - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.7 Words and phrases used in general condition 2.5 which are defined in the **Building Act 1993** have the same meaning in general condition 2.5.

#### 3. Identity of the land

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

#### 4. Services

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

#### 5. Consents

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

## 6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgment Network Operator

## 7. Duties Online Settlement Statement

The vendor will initiate the preparation of a Duties Online Settlement Statement (DOLSS) as soon as practicable after the Contract Date and will provide the purchaser with online access to that document at least 10 days before settlement. The purchaser will sign the DOLSS no later than 7 days prior to settlement.

## 8. Release of Security Interest

- 8.1 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.
- 8.2 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 8.4, 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.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
  - (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
  - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 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.
- 8.5 Subject to general condition 8.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
  - (a) that -
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 8.6 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 8.5 if –
  - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(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.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(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.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 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 8.11.
- 8.13 If settlement is delayed under general condition 8.12 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.
- 8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 8.14 applies despite general condition 8.1.
- 8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise.

### 9. Builder warranty insurance

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

### 10. Settlement

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

### 11. Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) up to \$1,000 in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronically transferring the payment in the form of cleared funds.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment; and
  - (e) any financial fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

### 12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either—
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of S27 of the **Sale of Land Act 1962 ("the Act")** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 12.4 Where the purchaser is deemed by Section 27(7) of the Sale of Land Act 1962 to have given the deposit

release authorization referred to in Section 27(1) of the Act, the purchaser is also deemed to have accepted title in the absence of any prior objection to title.

### 13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'.  
However, the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
  - (b) 'GST' includes penalties and interest.

### 14. Loan

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

### 15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) ~~the land is treated as the only land of which the vendor is owner (as defined in the Land Tax Act 2005); and~~
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

## TRANSACTIONAL

### 16. Time

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

## 17. Service

- 17.1 Any document sent by –
- (a) express post is taken to have been served on the next business day after posting, unless proven otherwise;
  - (b) registered post is taken to have been served on the fourth business day after posting, unless proven otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proven otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner.
  - (d) by email
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

## 18. Nominee

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

## 19. Liability of signatory

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

## 20. Guarantee

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

## 21. Notices

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

## 22. Inspection

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

## 23. Terms contract

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

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

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

#### **24. Loss or damage before settlement**

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

#### **25. Breach**

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

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

#### **DEFAULT**

##### **26. Interest**

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

##### **27. Default notice**

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

##### **28. Default not remedied**

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

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

INFORMATION ONLY

## **NOTICE TO PURCHASER**

**Property: 56 Sandover Drive, Roxburgh Park VIC 3064**

Vendor: Ahmad El Rachidy

ABN: *(insert if applicable)*

- ~~1. The above property is a new residential premises or potential residential premises.~~

~~Amount of GST that the Purchaser will be required to pay to the Australian Taxation Office: \$.....~~

~~The payment will be required to be paid on: *(insert settlement date)*~~

**OR**

2. The above property is either an existing residential premises or commercial residential premises and therefore the purchaser is not required to withhold GST.

*(Delete one of the above as appropriate)*

# CONTRACT OF SALE - SPECIAL CONDITIONS

## 1. Whole Agreement

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

## 2. Representation and Warranty as to Building

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

## 3. Planning

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

## 4. Director's Guarantee and Warranty

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Constitution of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

## 5. Foreign Acquisition

The Purchaser warrants that in the event that he or she is a person as defined by the *Foreign Acquisitions & Takeovers Act 1975* all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

## 6. Foreign resident capital gains withholding

- 6.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 6.2 Every vendor under this contract is a foreign resident for the purposes of this special 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.
- 6.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 6.4 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.
- 6.5 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
  - (b) ensure that the representative does so.
- 6.6 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 special condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this special condition; despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 6.7 The representative is taken to have complied with the obligations in special condition 6.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 6.8 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.
- 6.9 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 of *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.
- 6.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 7. Electronic Conveyancing

Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law* if the box on the 'Particulars' page is marked "EC".

- 7.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 7.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 7.3 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*
  - (c) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*
- 7.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 7.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 7.6 Settlement occurs when the workspace records that:
- (a) The exchange of funds or value between financial institutions in accordance with the instruction of the parties has occurred: or
  - (b) If there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 7.7 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 locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.
- 7.8 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.
- 7.9 The vendor must:
- (a) before settlement deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on

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

## 8. GST Withholding

- 8.1 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 special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 8.2 This special condition applies if the purchaser is required to pay the Commissioner an *\*amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *\*new residential premises* or *\*potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition is to be taken as relieving the vendor from compliance with section 14-255.
- 8.3 The amount is to be deducted from the vendor's entitlement to the contract *\*consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 8.4 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
  - (b) ensure that the representative does so.
- 8.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special 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 special condition; despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 8.6 The representative is taken to have complied with the requirements of special condition 8.5 if:
  - (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 8.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
  - (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic settlement system described in special condition 8.6.
 However, if the purchaser gives the bank cheque in accordance with this special condition 8.7, the vendor must:
  - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 8.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days

before the due date for settlement.

- 8.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount, in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 8.10 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 8.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 8.10; or
  - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
- 8.12 This special condition will not merge on settlement.

## 9. Solar Panels

If the property includes solar panels, the Vendor makes no representation or warranty with the respect to the solar panels in relation to their condition, state of repair, fitness for the purpose for which they were installed, or in in regard to any PV solar feed-in to the electricity grid, or any other benefit arising from the electricity generated by the solar panels.

## 10. Building Inspection

- 10.1 This special condition only applies if the applicable box in the particulars of sale is checked.
- 10.2 The Purchaser may end this contract within 7 days from the day of sale if the Purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect.
  - (b) gives the vendor a copy of the report and written notice ending this contract; and
  - (c) is not then in default.
- 10.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 10.4 a notice under this condition may be served on the vendor's legal practitioner, conveyancer or estate agent if the estate agent's authority has formally expired at the time of service.
- 10.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## 11. Pest Inspection

- 11.1 This special condition only applies if the applicable box in the particulars of sale is checked.
- 11.2 The Purchaser may end this contract within 7 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 written notice ending this contract; and
  - (c) is not then in default.
- 11.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 11.4 a notice under this condition may be served on the vendor's legal practitioner, conveyancer or estate agent if the estate agent's authority has formally expired at the time of service.
- 11.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

## 12. General Condition 15.2(b) will no longer apply.

**56 SANDOVER DRIVE, ROXBURGH PARK**  
(Property)

---

# **VENDOR STATEMENT**

Vendor: Ahmad El Rachidy

---

**MIRROR IMAGE CONVEYANCING PTY LTD**

PO Box 6065  
Point Cook VIC 3030

Tel: 03 9989 2290

Email: [kathryn@mirrorimageconveyancing.com.au](mailto:kathryn@mirrorimageconveyancing.com.au)

Ref: **5845/24/KR**

# Vendor Statement

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

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

The vendor may sign by electronic signature.

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

**Land: 56 Sandover Drive, Roxburgh Park**

**Vendor: Ahmad El Rachidy**

\_\_\_\_\_/\_\_\_\_\_/20\_\_\_\_\_  
Vendor's signature Date

**Vendor:**

\_\_\_\_\_/\_\_\_\_\_/20\_\_\_\_\_  
Vendor's signature Date

**Purchaser:**

\_\_\_\_\_/\_\_\_\_\_/20\_\_\_\_\_  
Purchaser's signature Date

**Purchaser:**

\_\_\_\_\_/\_\_\_\_\_/20\_\_\_\_\_  
Purchaser's signature Date

# 1. FINANCIAL

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

Are contained in the attached certificate(s).

Their total does not exceed: \$

Their amounts are:

Authority	Amount	Interest (if any)
Hume City Council		
Yarra Valley Water		

There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in items 1.1(a), (b) or (c) above; other than:-

Nil, so far as the vendor(s) are aware.

As attached

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.

As attached

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.

"Additional Vendor Statement" is attached.

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.

"Additional Vendor Statement" is attached.

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

(a) The Australian Valuation Property Classification Code AVPCC No. (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows:

(b) Is the land tax reform scheme land within the meaning of the CIPT Act?  YES  NO

(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows  Date: OR  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.

Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.

Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company:

Type of policy:

Policy number:

Expiry Date:

Amount insured:

### 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.

Attached is a copy or extract of any policy of insurance required under the Building Act 1993.

Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company:

Policy number:

Expiry date:

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

## 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.

Is as follows:

Not applicable.

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

In the attached copies of title document/s.

As follows:

Not applicable.

### 3.2 Road Access

There is:

access to the property by road

NO access to the property by road

3.3 **Designated Bushfire Prone Area**

If the land is in an area that is designated as a bushfire prone area under section 192A of the Building Act 1993, a statement that the land is in such an area'.

- Is NOT in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993
- IS in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993

3.4 **Planning Scheme**

- Attached is a certificate with the required specified information.
- The Planning Scheme information required to be provided is as follows:
  - Name of planning scheme: Hume City Council Planning Scheme
  - Name of responsible authority: Hume City Council
  - Zoning of the land:
  - Name of planning overlay:

## 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.
- Are contained in the attached certificates and/or statements.
- Are as follows:

4.2 **Agricultural Chemicals**

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

- Not applicable.
- Are contained in the attached certificates and/or statements.
- Are as follows:

4.3 **Compulsory Acquisition**

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

- Not applicable.
- Are contained in the attached certificates and/or statements.
- Are as follows:

## 5. BUILDING PERMITS

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

- Not applicable.
- Are contained in the attached certificates and/or statements.
- Are as follows:

## 6. OWNERS CORPORATION

- 6.1 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.
  - Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the Owners Corporations Act 2006.
  - Attached is the information prescribed for the purposes of section 151(4)(a) of the Owner Corporations Act 2006 and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.
  - The owners corporation is INACTIVE

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

- GAIC (and Section 7) is NOT applicable on the sale of this property.
- GAIC (and Section 7) IS applicable on the sale of this property. Words and expressions in this section 7 have the same meaning as in Part 9B of the Planning and Environment Act 1987.

### 7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a)  The land is NOT to be transferred under the agreement
- The land IS to be transferred under the agreement
- (b)  The land is NOT land on which the works are to be carried out under the agreement (other than Crown Land)
- The land IS land on which the works are to be carried out under the agreement (other than Crown Land)
- (c)  The land is NOT land in respect of which a GAIC is imposed
- The land IS land in respect of which a GAIC is imposed

### 7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording. The boxes marked with an "X" indicate that such a certificate or notice that is attached:

- Any certificate of release from liability to pay a GAIC
- Any certificate of deferral of the liability to pay the whole or part of a GAIC
- Any certificate of exemption from liability to pay a GAIC
- Any certificate of staged payment approval
- Any certificate of no GAIC liability
- Any notice providing evidence of the grant of a reduction of the whole part of the liability for a GAIC or an exemption from that liability
- A GAIC certificate issued under Part 9B of the Planning and Environment Act 1987 must be attached if there is no certificate or notice issued under any of sub-sections 7.2(a) to (f) above

## 8. SERVICES

8.1 The services which are marked with an "X" in the box below are **NOT connected to the land**:

- Electricity supply
- Gas supply
- Water supply
- Sewerage
- Telephone services

## 9. TITLE

9.1 Attached are copies of the following **title documents**:

- 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.
- General Law Title. The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.
- Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

## 10. SUBDIVISION

- This sale is NOT affected by a subdivision and therefore Section 10 is NOT applicable.
- This sale IS affected by a subdivision and therefore Section 10 applies as follows:-

### 10.1 Unregistered Subdivision

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

- Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.
- Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

### 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.

- Attached is a copy of the plan for the first stage if the land is in the second or a subsequent stage.
- The requirements in a statement of compliance, relating to the stage in which the land is included that have not been complied with are:-
  - attached.
  - as follows:
- The proposals relating to subsequent stages that are known to the vendor are:
  - attached.
  - as follows:
- The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:
  - attached.
  - as follows:

### 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.

- Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).
- Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

## 11. DISCLOSURE OF ENERGY INFORMATION

- Disclosure of this information is not required under section 32 of the Sale of Land Act 1962.
- Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but IS 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 2000m<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.
- Are contained in the attached building energy efficiency certificate.
- Are as follows:

## 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.
- Is not attached.

# Due diligence checklist

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

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

(04/10/2016)

- 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.

### **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**

Page 1 of 1

VOLUME 10642 FOLIO 980

Security no : 124120769247H  
Produced 18/12/2024 03:29 PM

**LAND DESCRIPTION**

Lot 4367 on Plan of Subdivision 449517G.  
PARENT TITLE Volume 10642 Folio 028  
Created by instrument PS449517G 19/04/2002

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
AHMAD EL RACHIDY of 56 SANDOVER DRIVE ROXBURGH PARK VIC 3064  
AW217753B 31/10/2022

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AW217754Y 31/10/2022  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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  
AB260836K 07/05/2002

**DIAGRAM LOCATION**

SEE PS449517G FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: 56 SANDOVER DRIVE ROXBURGH PARK VIC 3064

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
Effective from 31/10/2022

DOCUMENT 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>Plan</b>
Document Identification	<b>PS449517G</b>
Number of Pages (excluding this cover sheet)	<b>4</b>
Document Assembled	<b>18/12/2024 15:29</b>

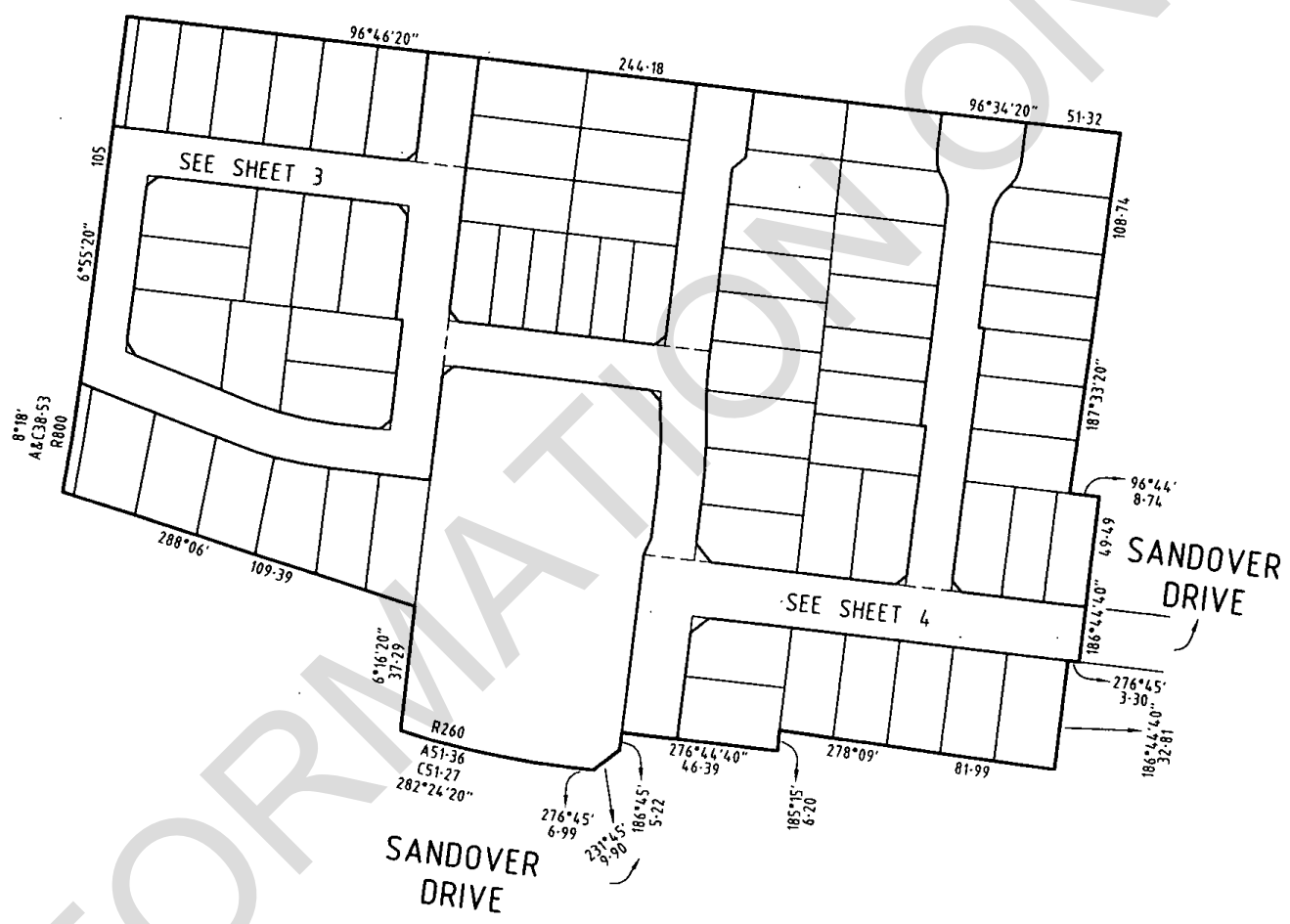
**Copyright and disclaimer notice:**

© 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>	Stage No /	Plan Number <b>PS 449517G</b>
----------------------------	---------------	----------------------------------



**Coomes**  
Engineering & Surveying  
Consulting Group Pty Ltd  
Town Planning & Design  
Project Management  
Landscape Architecture

21 Albert Road South Melbourne Vic 3205 Australia  
404 954 855 Tel (03) 9590 1908 Fax (03) 9590 4569  
Email: consult@coomes.com.au Web: www.coomes.com.au

Sheet 2 of 4 Sheets

**SCALE**

LENGTHS ARE IN METRES

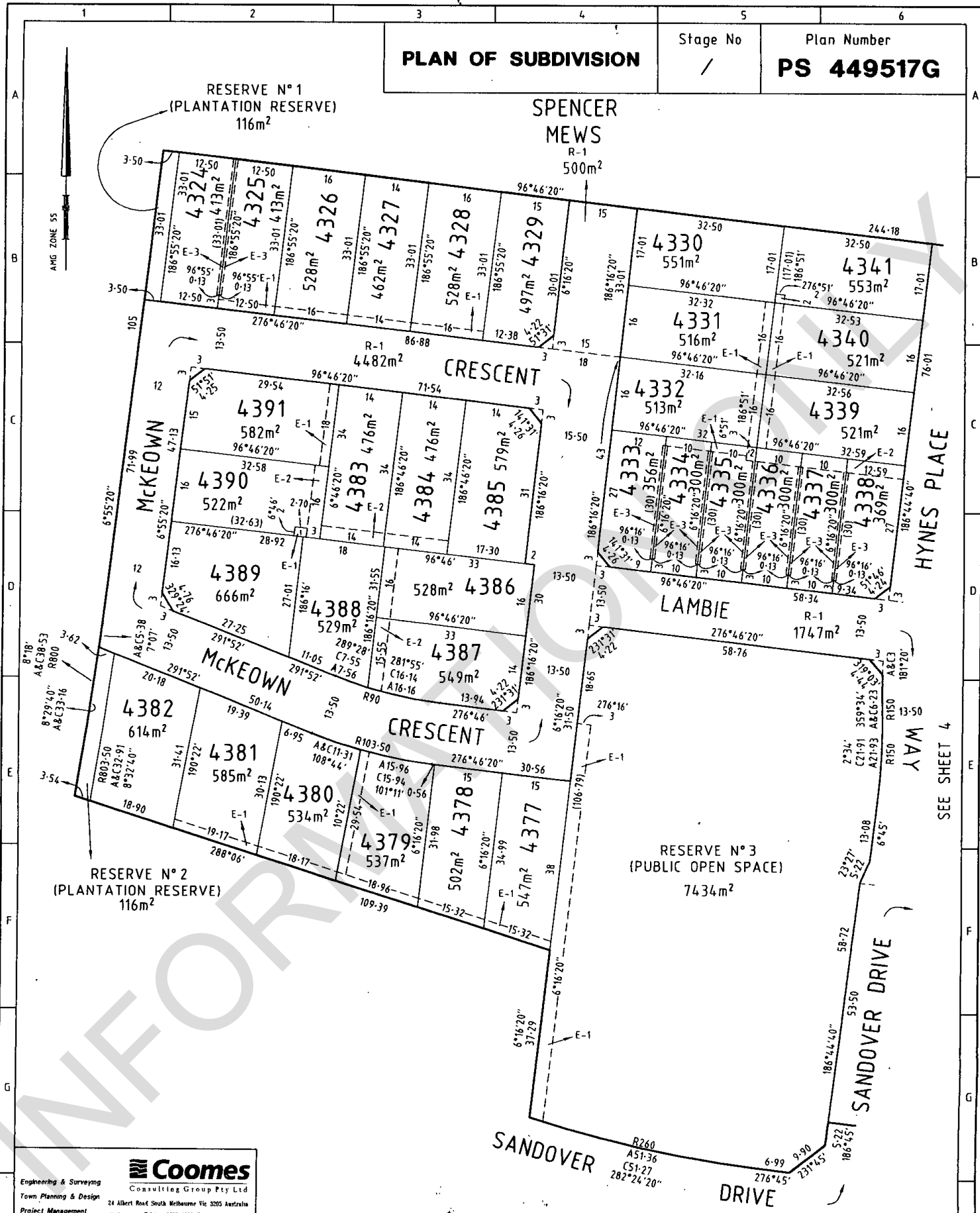
ORIGINAL	SCALE	SHEET SIZE	LICENSED SURVEYOR (PRINT) GABRIELLE M MCCARTHY	SIGNATURE	DATE / /
11500	A3		REF 9453/01 (STAGE 59)	VERSION 5	

DATE / /  
COUNCIL DELEGATE SIGNATURE

**PLAN OF SUBDIVISION**

Stage No  
/

Plan Number  
**PS 449517G**



SEE SHEET 4

**Coomes**  
Engineering & Surveying  
Town Planning & Design  
Project Management  
Landscape Architecture

Consulting Group Pty Ltd  
24 Albert Road South Melbourne Vic 3205 Australia  
tel 03 9450 1800 Fax 03 9490 4569  
Email coomes@coomes.com.au Web www.coomes.com.au

**SCALE**

LENGTHS ARE IN METRES

ORIGINAL  
SCALE SHEET  
SIZE  
1.750 A3

LICENSED SURVEYOR (PRINT) GABRIELLE M<sup>c</sup> MCCARTHY

SIGNATURE \_\_\_\_\_ DATE / /

REF 9453/01 (STAGE 59) VERSION 5

F:\Acad\ROXBURGH\PLS3 Stage 59\PLS3-Subdivision\DWG\9453p1.dwg 15/10/2001 11:46:28 AM AEST

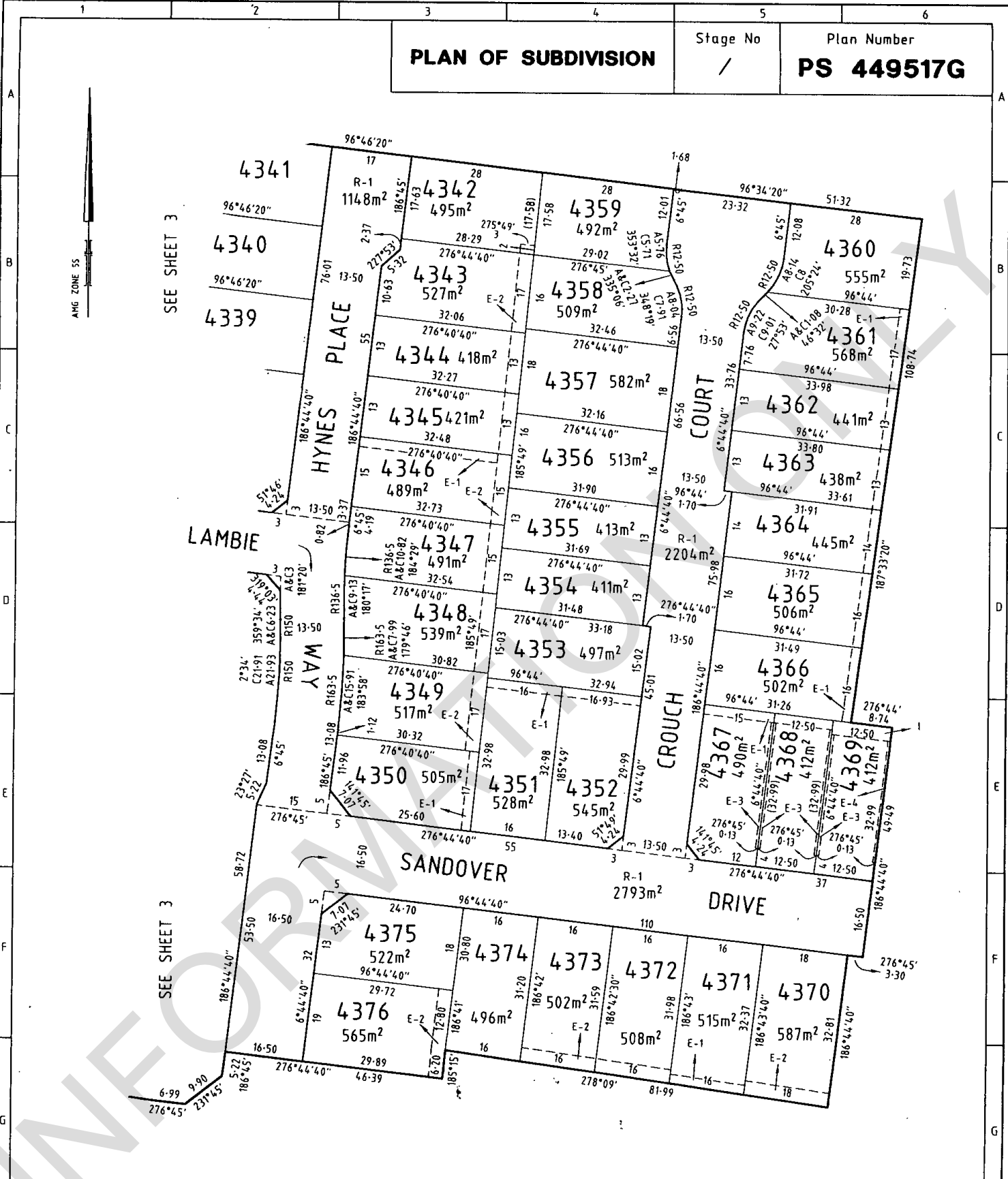
Sheet 3 of 4 Sheets

DATE / /

COUNCIL DELEGATE SIGNATURE \_\_\_\_\_

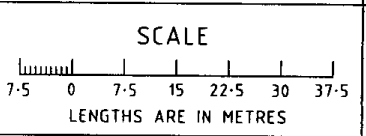
**PLAN OF SUBDIVISION**

Stage No / Plan Number  
**PS 449517G**



**Coomes**  
Engineering & Surveying  
Town Planning & Design  
Project Management  
Landscape Architecture

Consulting Group Pty Ltd  
21 Albert Road Smithfield Brisbane Vic 3291 Australia  
Tel (61) 3 9490 1964 Fax (61) 3 9490 4589  
Email: coomes@coomes.com.au Web: www.coomes.com.au



**ORIGINAL** SCALE SHEET SIZE  
1:750 A3

LICENSED SURVEYOR (PRINT) GABRIELLE M MCCARTHY

SIGNATURE ..... DATE / /

REF 9453/01 (STAGE 59) VERSION 5

F:\Acad\PROXBURGH\9453 Stage 59\9453-Subdivision\DWG\9453p1.dwg 15/10/2001 11:45:28 AM AEST

Sheet 4 of 4 Sheets

DATE / /

COUNCIL DELEGATE SIGNATURE

# Imaged Document Cover Sheet

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

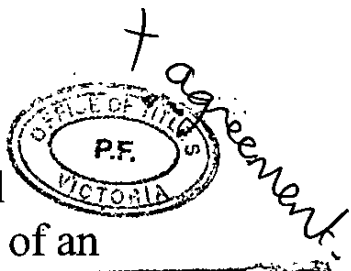
Document Type	<b>Instrument</b>
Document Identification	<b>AB260836K</b>
Number of Pages (excluding this cover sheet)	<b>29</b>
Document Assembled	<b>20/12/2024 09:09</b>

**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  
Responsible Authority,  
Relevant Authority  
Referral Authority or Council  
for the making of a recording of an  
agreement



~~AB445065F~~  
**AB260836K**  
07/05/2002 \$0 173

WITHDRAWN  
4 MAY 2002  
RELOADED

Sections 181(1) Planning and Environment Act 1987

Lodged by:

Name: **MIDDLETONS**  
Phone: (613) 9205 2000  
Address: Level 29, 200 Queen Street  
Melbourne  
Ref: CMB.1729183  
Customer Code: 1255H

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

Land: *The land designated as* *Now = (WH) 10642 - 937 to 999 (inc)*  
*10643 - 004 (inc)*  
Lots 4324-4391 (all inclusive) on Plan of Subdivision No. ~~4495176~~ *designated N° 4495176*  
*(copy attached) being part of the land in V 10581-5992*

Authority or council:

Hume City Council

WITH CONSENT OF  
CURREN FROEMER FOR  
30 APR 2002  
APPLICANT  
*[Signature]*

Section and Act under which agreement made:

Section 173 of the Planning and Environment Act

A copy of the agreement is attached to this application:

Date: 18-12-01

Signed: *[Signature]*  
Name of Officer: MICHAEL NELTHORPE  
Office held: MANAGER CITY DEVELOPMENT

*18/12/02*

DAB260836K-1-3

<b>PLAN OF SUBDIVISION</b>	Stage No. /	LTO use only EDITION	Plan Number <b>PS 449517G</b>
----------------------------	----------------	-------------------------	----------------------------------

**Location of Land**  
 Parish: Yuroke  
 Township:  
 Section: 7(PART)  
 Crown Allotment: 14(PART)  
 Crown Portion: 15(PART)  
 LTO base record: Yuroke  
 Title References: C/T VOL.... FOL....  
 Last Plan Reference: Lot V on PS 441153N  
 Postal Address: Sandover Drive  
 (At time of subdivision) Roxburgh Park  
 AMG Co-ordinates: E 317 400  
 (Of approx centre of plot) N 5 834 700 Zone:55

**Council Certification and Endorsement**

Council Name **Hume City Council** Ref:

- This Plan is certified under Section 6 of the Subdivision Act 1988
- This plan is certified under section 11(7) of the Subdivision Act 1988  
Date of original certification under section 6 / /
- This is a statement of compliance issued under section 21 of the Subdivision Act 1988

**OPEN SPACE**


(i) A requirement for public open space under Section 18 Subdivision Act 1988 has / has not been made

(ii) The requirement has been satisfied

(iii) The requirement is to be satisfied in Stage  
 Council Delegate  
 Council Seal  
 Date / /

Re-certified under section 11(7) of the Subdivision Act 1988.

Council Delegate  
 Council Seal  
 Date / /



**DAB260836K-2-1**

**Vesting of Roads or Reserves**


Identifier	Council/Body/Person
R-1 Reserve N° 1 Reserve N° 2 Reserve N° 3	Hume City Council Hume City Council Hume City Council Hume City Council

**Notations**

Depth Limitations DOES NOT APPLY.

Staging. This is not a staged subdivision  
Planning permit No

**AB145005F**  
~~13/01/2002 100 173~~  
**AB260836K**  
 07/05/2002 \$0 173



Survey This plan is based on survey (BP-454 & s10368)  
 (To be completed where applicable)  
 This survey has been connected to permanent marks no(s)- 4022, 8095, 4706 & 8096  
 in Proclaimed Survey Area no 74

**Legend:** A

**Information**

Easement R - Encumbering Easement (Road)

LTO use only

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of
E-1	Drainage & Sewerage	2	This Plan	Land in This Plan
E-1	Sewerage	2	This Plan	Yarra Valley Water Limited
E-1	Drainage	2	This Plan	Hume City Council
E-2	Drainage & Sewerage	3	This Plan	Land in This Plan
E-2	Sewerage	3	This Plan	Yarra Valley Water Limited
E-2	Drainage	3	This Plan	Hume City Council
E-3	Partlywall	0-13	This Plan	The Relevant Abutting Lot on This Plan

Statement of compliance/  
Exemption Statement

Received

Date / /


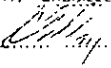
LTO use only

PLAN REGISTERED

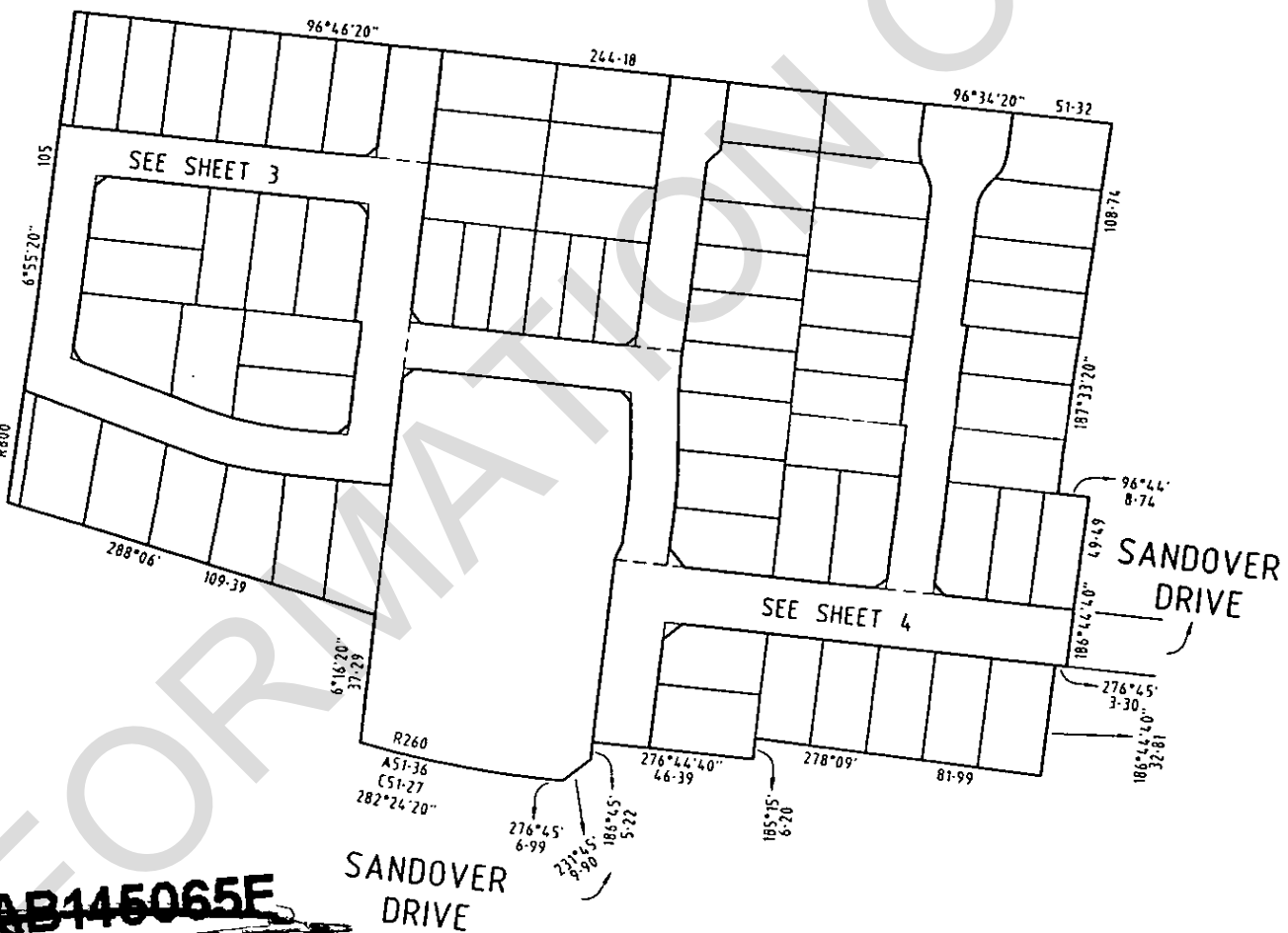
TIME

DATE: / /

Assistant Registrar of Titles

<b>ROXBURGH PARK ESTATE - STAGE 59 (68 LOTS) AREA OF STAGE 5-406ha</b>		Sheet 1 of 4 Sheets
 Engineering & Surveying Town Planning & Design Project Management Landscape Architecture 24 Albert Road South Melbourne Vic 3205 Australia acv 86 82 43 Tel (0) 3 9690 1366 Fax (0) 3 9690 1369 Email consult@coomes.com.au Web www.coomes.com.au	LICENSED SURVEYOR (PRINT) <b>GABRIELLE M. MCCARTHY</b> SIGNATURE  DATE 15/12/2021 REF: 9453/01 VERSION: 5	DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3

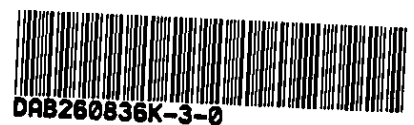
<b>PLAN OF SUBDIVISION</b>	Stage No /	Plan Number <b>PS 449517G</b>
----------------------------	---------------	----------------------------------



~~AB145065E~~

**AB260836K**

07/05/2002 \$0 173



**DAB260836K-3-0**

**Coomes**  
Engineering & Surveying  
Town Planning & Design  
Project Management  
Landscape Architecture

Consulting Group Pty Ltd  
24 Albert Road South Melbourne Vic 3205 Australia  
Tel: 03 9593 1968 Fax: 03 9593 4562  
Email: coomes@coomes.com.au Web: www.coomes.com.au

**SCALE**

LENGTHS ARE IN METRES

**ORIGINAL SCALE**  
1:1500

**SHEET SIZE**  
A3

LICENSED SURVEYOR (PRINT) GABRIELLE M. MCCARTHY

SIGNATURE DATE 15/10/2003

REF 9453/01 (STAGE 59) VERSION 5

PLAN OF SUBDIVISION Stage 59/01/01 SUBDIVISION OF LOT 149 15/10/2003 09:15:41 A4 REC1

Sheet 2 of 4 Sheets

DATE / /

COUNCIL DELEGATE SIGNATURE

# PLAN OF SUBDIVISION

Stage No /

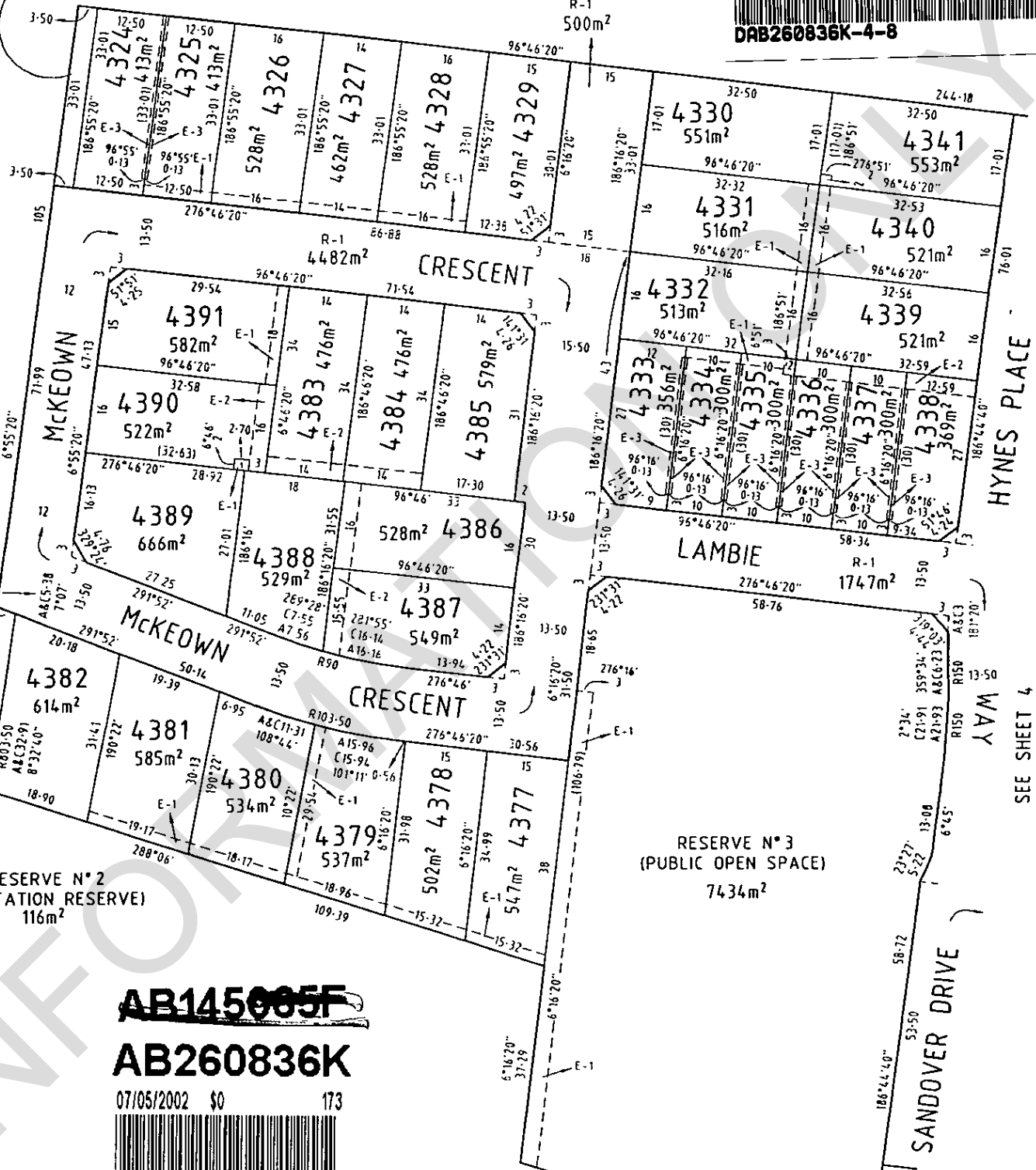
Plan Number

## PS 449517G



RESERVE N°1  
(PLANTATION RESERVE)  
116m<sup>2</sup>

SPENCER  
MEWS  
R-1  
500m<sup>2</sup>



RESERVE N°2  
(PLANTATION RESERVE)  
116m<sup>2</sup>

RESERVE N°3  
(PUBLIC OPEN SPACE)  
7434m<sup>2</sup>

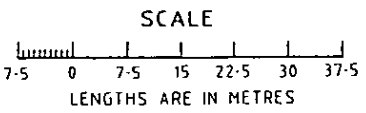
**AB145085F**  
**AB260836K**

07/05/2002 \$0 173



**Coomes**  
Engineering & Surveying  
Town Planning & Design  
Project Management  
Landscape Architecture

Consulting Group Pty Ltd  
21 Albert Road South Melbourne VIC 3205 Australia  
Tel: 03 9580 1300 Fax: 03 9580 4583  
Email: coomes@coomes.com.au Web: www.coomes.com.au



ORIGINAL  
SCALE SHEET  
SIZE  
1:750 A3

LICENSED SURVEYOR (PRINT) GABRIELLE M. MCCARTHY  
SIGNATURE \_\_\_\_\_ DATE 15/10/2002  
REF 9453/01 (STAGE 59) VERSION 5

Sheet 3 of 4 Sheets  
DATE / /  
COUNCIL DELEGATE SIGNATURE \_\_\_\_\_

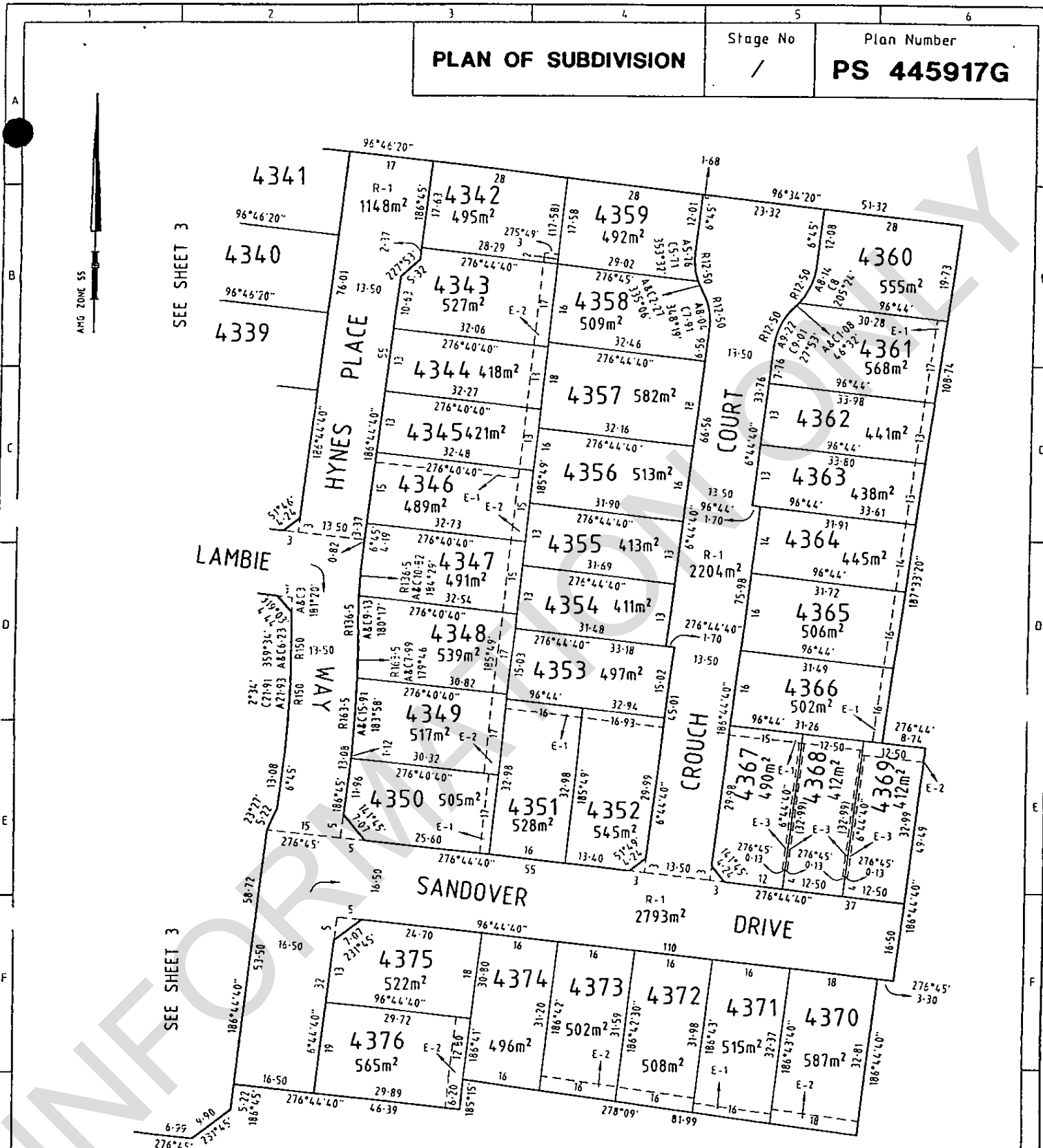
SEE SHEET 4

**PLAN OF SUBDIVISION**

Stage No /

Plan Number

**PS 445917G**



SEE SHEET 3

SEE SHEET 3

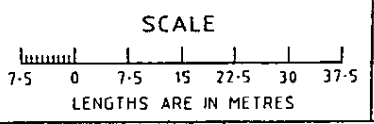
**AB145065F**  
**AB260836K**

07/05/2002 \$0 173



DAB260836K-5-6

**Coomes**  
Engineering & Surveying  
Consulting Group Pty Ltd  
24 Albert Road South Melbourne Vic 3206 Australia  
Tel: 03 9581 1000 Fax: 03 9581 4589  
Email: coomes@coomes.com.au Web: www.coomes.com.au



ORIGINAL  
SCALE SHEET  
1:750 SIZE  
A3

LICENSED SURVEYOR  
SIGNATURE *[Signature]* DATE 15/10/2007  
REF 9453/01 (STAGE 59) VERSION 5

MCCARTHY  
DATE / /  
COUNCIL DELEGATE SIGNATURE

Sheet 4 of 4 Sheets

DATE: 10 - 12 - 2001

HUME CITY COUNCIL  
("the Council")

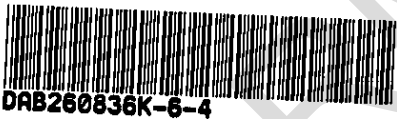
- and -

URBAN AND REGIONAL LAND CORPORATION  
("the Owner")

---

SECTION 173 AGREEMENT  
SITE AND DESIGN REQUIREMENTS  
ROXBURGH PARK STAGE 59

---



MIDDLETONS MOORE & BEVINS  
Lawyers  
Level 29 200 Queen Street  
MELBOURNE VIC 3000  
DX 405 Melbourne  
Tel: (03) 9205 2000  
Fax: (03) 9205 2055  
Ref: CMB1729184

TABLE OF CONTENTS

CLAUSE	PAGE NO
1. DEFINITIONS AND INTERPRETATION .....	1
1.1. Definitions .....	1
1.2. Interpretation.....	2
2. SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987 .....	2
3. EFFECT OF AGREEMENT.....	2
4. SITE AND DESIGN REQUIREMENTS.....	3
5. REGISTRATION OF AGREEMENT .....	3
6. COSTS.....	3
7. NOTICES .....	3
8. MISCELLANEOUS.....	4
8.1. Trust .....	4
8.2. Cognitive Meanings .....	4
8.3. Council .....	4
8.4. Joint and Several.....	4
8.5. Owner .....	4
9. FURTHER ASSURANCES.....	4

INFORMATION ONLY



**SECTION 173 AGREEMENT  
SITE AND DESIGN REQUIREMENTS  
ROXBURGH PARK STAGE 59**

**DATE:** 16 *December* 2001



**PARTIES:**

1. **HUME CITY COUNCIL** of 1079 Pascoe Vale Road, Broadmeadows in the State of Victoria 3047 (“the Council”)
2. **URBAN AND REGIONAL LAND CORPORATION** of 11th Floor, 360 Elizabeth Street, Melbourne (“the Owner”)

**BACKGROUND:**

- A. The Owner is the successor in law to the Urban Land Authority.
- B. The Owner is the owner of Lots 4324-4391 (all inclusive) on Plan of Subdivision No 449517G (“the Land”) being part of the Roxburgh Park Estate.
- C. The Council is the responsible authority for the administration and enforcement of the Hume Planning Scheme (“the Scheme”) which applies to the Land.
- D. The Council and the Owner are agreed that certain controls are desirable for the appropriate development of the Land.
- E. The Owner and the Council have agreed to enter into an Agreement on the terms and conditions herein for the above purposes.

**OPERATIVE PROVISIONS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1. Definitions**

In this Agreement, unless the context requires otherwise:

“**Council**” means the Hume City Council.

“**Land**” means the land referred to in Recital A.

“**Lot**” means any one of Lots 4324-4391 (all inclusive) on the Plan of Subdivision.

“**the Roxburgh Park Development Guidelines**” means the Roxburgh Park Development Guidelines a full copy of which is held by the Urban and Regional Land Corporation and a summary of which is Attachment B of this Agreement.

“**the Specific Area Development Plan**” means the Specific Area Development Plan Attachment A to this Agreement.

“**Owner**” means the Urban and Regional Land Corporation or any person entitled from time to time to be registered by the Registrar of Titles as the proprietor of an estate in fee simple of the Land or any part or parts thereof.



“Plan of Subdivision” means Plan of Subdivision No 449517G.

“Planning and Environment Act” means the *Planning and Environment Act 1987* or any modification, amendment or re-enactment thereof.

“the Scheme” means the Hume Planning Scheme or any amendment thereof or any planning scheme made by the Minister for Planning in place thereof.

**1.2. Interpretation**



In this Agreement, unless the contrary intention appears:

- (a) words importing the singular include the plural, and vice versa;
- (b) words importing a gender include any gender;
- (c) where a word or phrase has a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (d) a covenant or obligation on the part of two or more persons binds them jointly and severally;
- (e) a reference to “the Council” includes its successors and assigns (including its successors as Responsible Authority under the Act);
- (f) a reference to an Act of Parliament, statutory provision or subordinate instrument shall be read as meaning such Act, statutory provision or subordinate instrument; and
- (g) headings are for guidance only and do not affect the interpretation of this Agreement.

**2. SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987**

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

**3. EFFECT OF AGREEMENT**

- (a) This Agreement shall come into force immediately upon execution by both parties hereto.
- (b) The burden of the covenants and obligations imposed on the Owner in this Agreement, other than in clause 4(a) inclusive, are intended to run with the Land and apply to the Owner and its successors in title to the Land or any part thereof, and in particular to the transferee for the time being of any Allotment.
- (c) This Agreement will end in relation to any Lot forming part of the Land upon completion by the parties of their respective covenants and obligations under this Agreement, and upon the Neighbourhood Design Panel referred to in clause 4(b) being satisfied that any dwelling on such Lot has been completed in accordance with the requirements of this Agreement.

**AB260836K**



- (d) If a provision of this Agreement is void or voidable by a party, or unenforceable or illegal, but would not be so if read down or severed from the Agreement, it must be read down or severed accordingly.
- (e) The parties expressly acknowledge that any obligation imposed upon the Council under this Agreement does not fetter the future exercise of any statutory discretion by the Council, whether in relation to the Agreement or otherwise, and the provisions of this Agreement must be read accordingly.

**4. SITE AND DESIGN REQUIREMENTS**

- (a) Except with the written permission of the Council, the Land shall only be developed in accordance with the Specific Area Development Plan and the Roxburgh Park Development Guidelines.
- (b) The Urban and Regional Land Corporation will establish a Neighbourhood Design Panel comprising a representative of the Corporation and/or an appropriate consultant appointed by the Corporation from time to time for the review of all house plans, specifications and elevations prior to their submission for approval under the *Building Act 1993* (whether by the Council or a Private Building Surveyor registered under the *Building Act 1993*) and such Panel will endorse plans as having complied with the requirements of the Specific Area Development Plan referred to in sub-clause (a) hereof, if the Panel is satisfied that the Plans comply with the Neighbourhood Design Plan.
- (c) All Plans submitted for approval to the Council or a Private Building Surveyor must be endorsed by the Neighbourhood Design Panel referred to in sub-clause (b) hereof unless the Council's consent in writing is first obtained.

**5. REGISTRATION OF AGREEMENT**

The parties shall do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to enter a memorandum of this Agreement on the Certificates of Title to the Land in accordance with Section 181 of the *Planning and Environment Act 1987*.

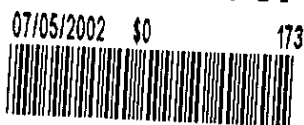
**6. COSTS**

The Owner will forthwith upon any request or account from the Council or its legal representative pay to the Council the Council's reasonable costs, fees and disbursements in connection with and incidental to the preparation, execution, registration and (if necessary) enforcement of this Agreement or any other Agreement made under Division 2 Part 9 of the Act in respect of the matters referred to in this Agreement.

**7. NOTICES**

Any notice hereunder may be served by delivering the same to the Owner at his address aforesaid or by putting the same into the post in a prepaid certified envelope addressed to the Owner at his address aforesaid and any notice posted shall be conclusively deemed to have been served at the expiration of 24 hours from the time of posting.

**AB260836K**



**8. MISCELLANEOUS**

**8.1. Trust**

Whenever herein appearing the word "Owner" (if the Owner holds the Land in a trust capacity) shall include the beneficiaries of the trust in relation to which it holds the Land. Where such trust relationship exists, the Owner in executing this Agreement does so intending to assume not only personal liability but also to bind the trust for which it acts as trustee.

**8.2. Cognitive Meanings**

In this Agreement where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have, unless the contrary intention appears, corresponding meanings.

**8.3. Council**

Whenever herein appearing the word "Council" shall includes its successors (including its successors as Responsible Corporation for the town planning controls in which case any reference to the holder of an office with the Council shall be deemed to be a reference to such office of the successor Responsible Corporation as that Responsible Corporation may designate).

**8.4. Joint and Several**

Where the Owner is constituted by more than one person, any obligation imposed by this Agreement on the Owner shall be imposed on those persons jointly and severally.

**8.5. Owner**

The expression "Owner" shall be deemed to include its successors, assigns and transferees and the obligations imposed upon and assumed by the Owner shall also be binding on its successors, transferees, purchasers, mortgagees, assigns and any person obtaining possession of the whole or part of the Land (hereinafter called the "Successors") as if each of those Successors had separately executed this Agreement.

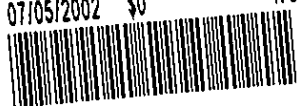
**9. FURTHER ASSURANCES**

Each of the parties hereto shall respectively sign and execute all such further documents and deeds and do all acts and things as the other party shall reasonably require for completely effectuating this Agreement.

~~AB145065E~~

**AB260836K**

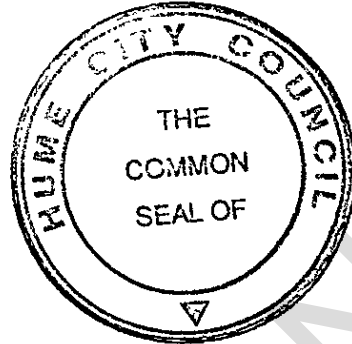
07/05/2002 \$0 173



**DRB260836K-11-0**

EXECUTED as an agreement.

THE COMMON SEAL of HUME CITY )  
COUNCIL was hereunto affixed on the 19<sup>th</sup> )  
day of February 2002 in the presence of: )



.....  
Councillor

.....  
Chief Executive Officer

THE COMMON SEAL of URBAN AND )  
REGIONAL LAND CORPORATION was )  
hereunto affixed in the presence of: )



.....  
General Manager Development

.....  
Project Manager

INFORMATION ONLY

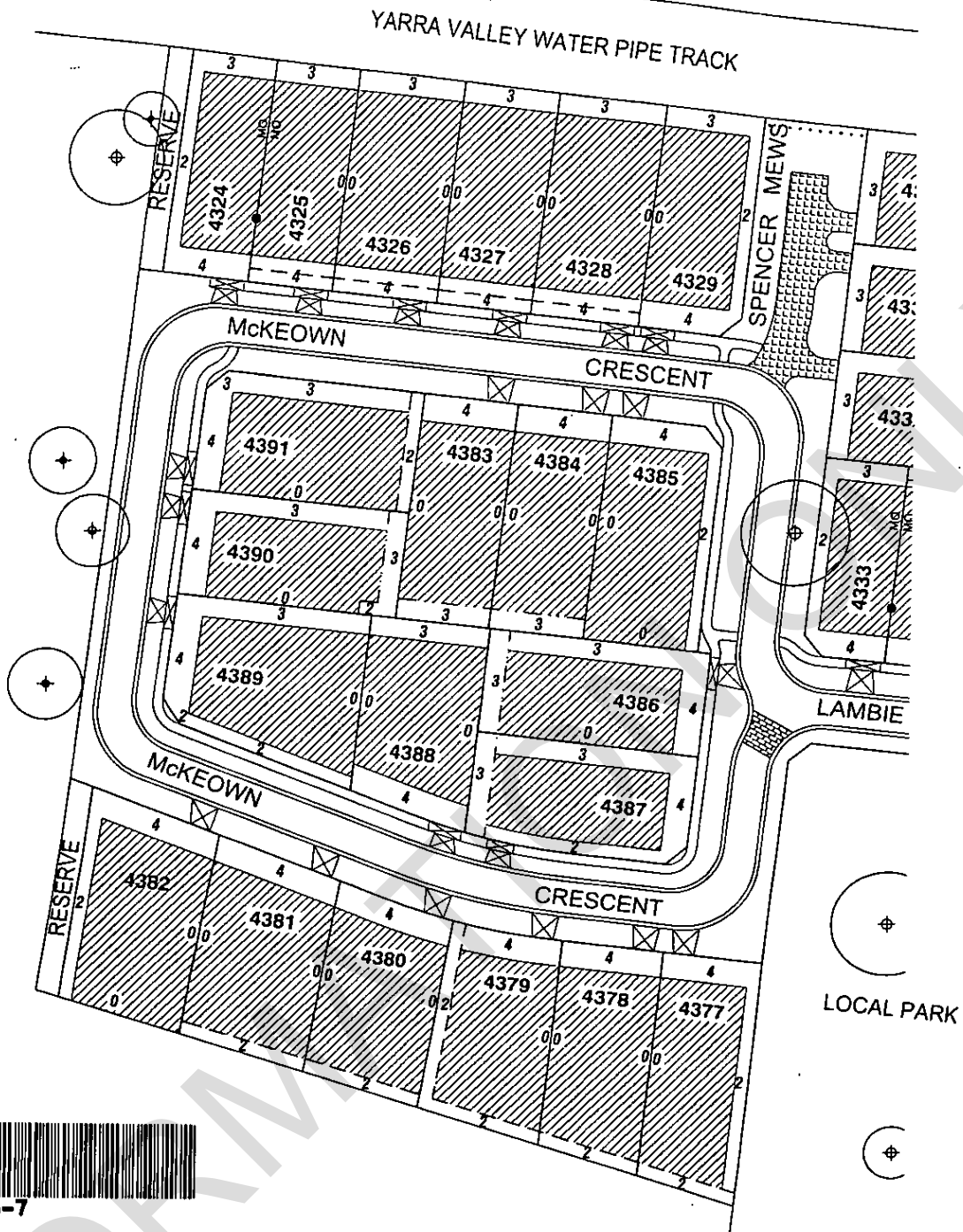
~~AB145065E~~

AB260836K

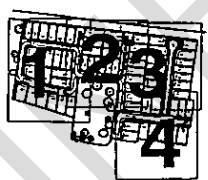
07/05/2002 \$0 173



DAB260836K-12-3



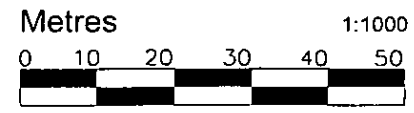
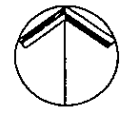
KEY TO SHEETS



PARTICULAR LOT REQUIREMENTS

- Lot 4377 House must address the local park as well as McKeown Crescent.
- All lots All fences must be approved and be in accordance with the current Roxburgh Park Development Guidelines.

REFER REQUIREMENTS OVERLEAF



Planning & Environment Act 1987  
 Rural Planning Subarea  
 Class 42.84 Development Plan Overlay  
 and Schedule 7 to Class 42.84

This plan is endorsed as being part of the  
 Roxburgh Park Development Guidelines which  
 form part of the approved Roxburgh Park Local  
 Structure Plan.

Signed \_\_\_\_\_  
 Date \_\_\_\_\_

Marked & Witnessed  
 Mayor City Council

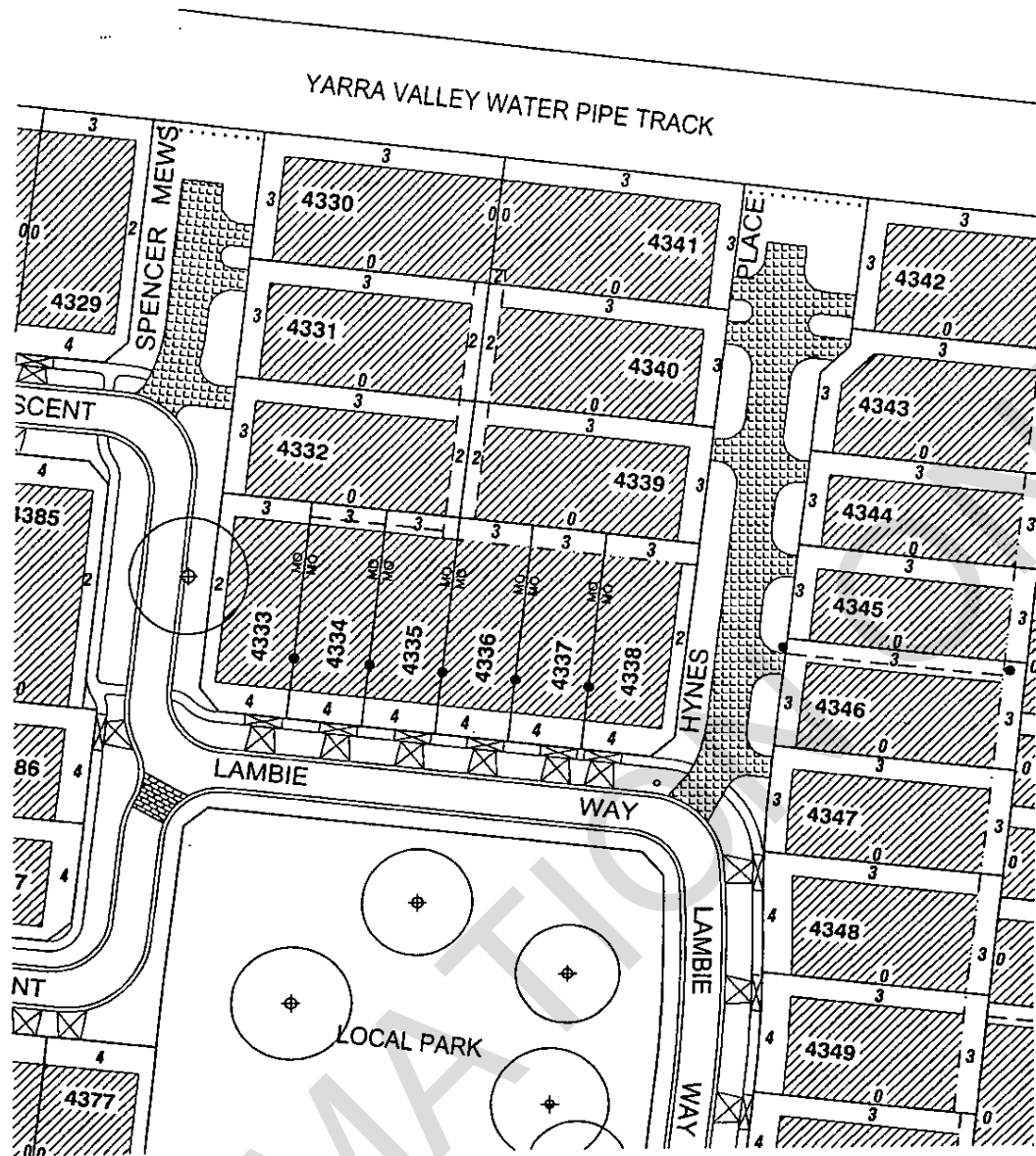
07/05/2002 \$0  
**AB145065F**  
**AB260836K**  
 173



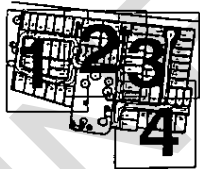
SPECIFIC AREA  
 DEVELOPMENT  
 PLAN

SECTION H STAGE 59

**H. 59**



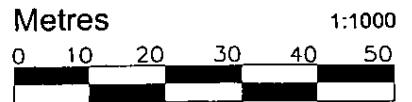
**KEY TO SHEETS**



**PARTICULAR LOT REQUIREMENTS**

- Lot 4330 House must address the pipetrack as well as Spencer Mews.
- Lot 4341 House must address the pipetrack as well as Hynes Place.
- Lot 4342 House must address the pipetrack as well as Hynes Place.
- All lots All fences must be approved and be in accordance with the current Roxburgh Park Development Guidelines.

**REFER REQUIREMENTS OVERLEAF**



Planning & Environment Act 1987  
 House Planning Scheme  
 Clause 43.04 Development Plan Overlay  
 and Schedule 7 to Clause 43.04

This plan is intended as being part of the Roxburgh Park Development Guidelines which form part of the approved Roxburgh Park Local Structure Plan.

Signat \_\_\_\_\_  
 Date \_\_\_\_\_

Michael Hillings  
 Hume City Council

~~AB145065F~~  
**AB260836K**  
 07/05/2002 \$0 173



**SPECIFIC AREA  
 DEVELOPMENT  
 PLAN**

SECTION H STAGE 59

**H.59**

SHEET 2 OF 4

9 November 2001

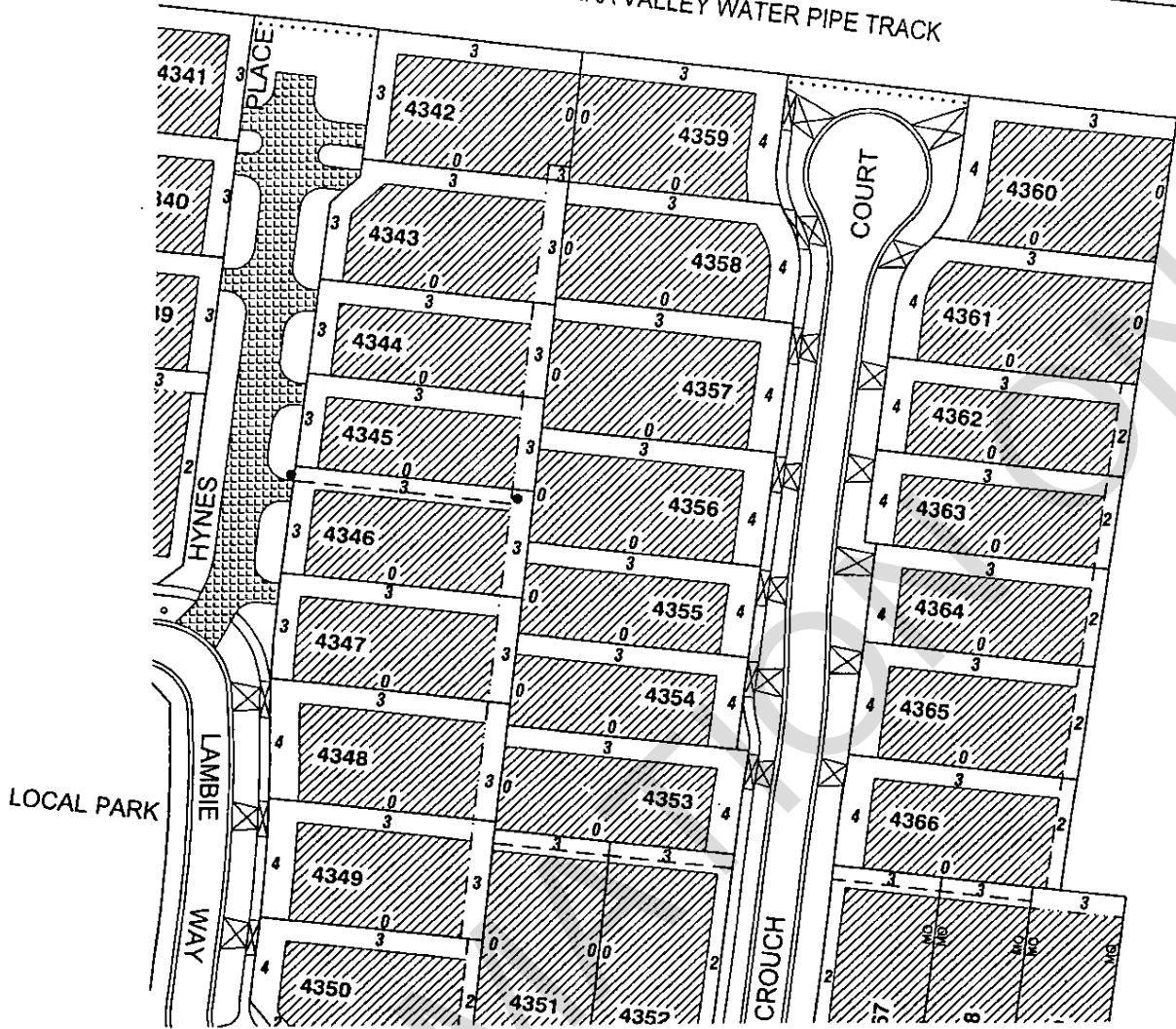
collie

0469V135-SADP001

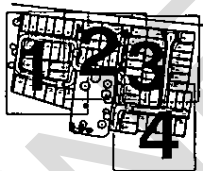


DAB260836K-15-4

### YARRA VALLEY WATER PIPE TRACK



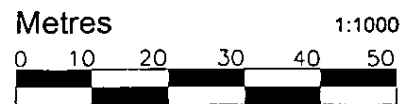
#### KEY TO SHEETS



#### PARTICULAR LOT REQUIREMENTS

- Lot 4342 House must address the pipetrack as well as Hynes Place.
- Lot 4359 House must address the pipetrack as well as Crouch Court.
- Lot 4360 House must address the pipetrack as well as Crouch Court.
- All lots All fences must be approved and be in accordance with the current Roxburgh Park Development Guidelines.

#### REFER REQUIREMENTS OVERLEAF



Planning & Environment Act 1987  
Name Planning Scheme  
Class 43.01 Development Plan Overlay  
and Schedule 7 to Class 43.01

This plan is prepared as being part of the  
Roxburgh Park Development Guidelines which  
form part of the approved Roxburgh Park Local  
Structure Plan.

Signed \_\_\_\_\_

By \_\_\_\_\_

Michael Withers  
Name City Council

Plan 2 of 4 of the Plan, which, together with other material,

URBAN AND REGIONAL LAND CORPORATION

Roxburgh



SPECIFIC AREA  
DEVELOPMENT  
PLAN

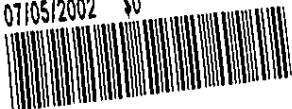
SECTION H STAGE 59

**AB145065F**

**AB260836K**

07/05/2002 \$0

173



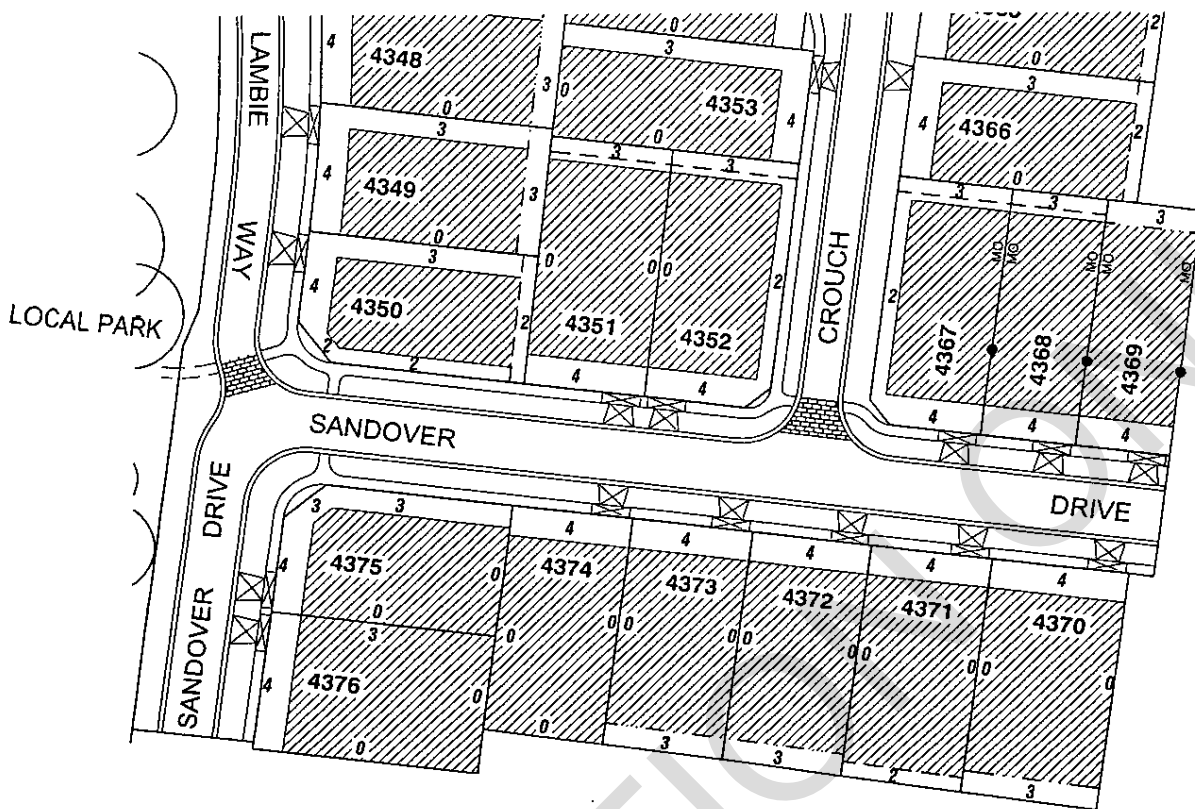
# H.59

SHEET 3 OF 4

9 November 2001

collie

0469V135-SADP001

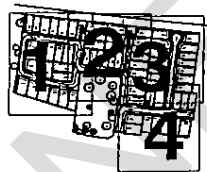


**AB145065E**



DAB260836K-16-8

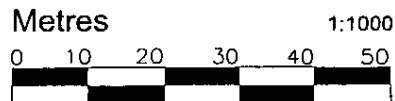
**KEY TO SHEETS**



**PARTICULAR LOT REQUIREMENTS**

All lots All fences must be approved and be in accordance with the current Roxburgh Park Development Guidelines.

**REFER REQUIREMENTS OVERLEAF**



Planning & Environment Act 1987  
 House Planning Scheme  
 Class 43.84 Development Plan Overlay  
 and Schedule 7 to Clause 43.84

This plan is intended as a supporting part of the Roxburgh Park Development Guidelines which form part of the approved Roxburgh Park Local Structure Plan.

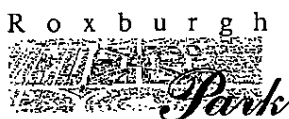
Signed \_\_\_\_\_

Date \_\_\_\_\_

Method of signature:  
House City Council

Plan 16 - 1/41 Planning scheme control number of document

URBAN AND REGIONAL LAND CORPORATION



**SPECIFIC AREA DEVELOPMENT PLAN**

SECTION H STAGE 59

**H.59**

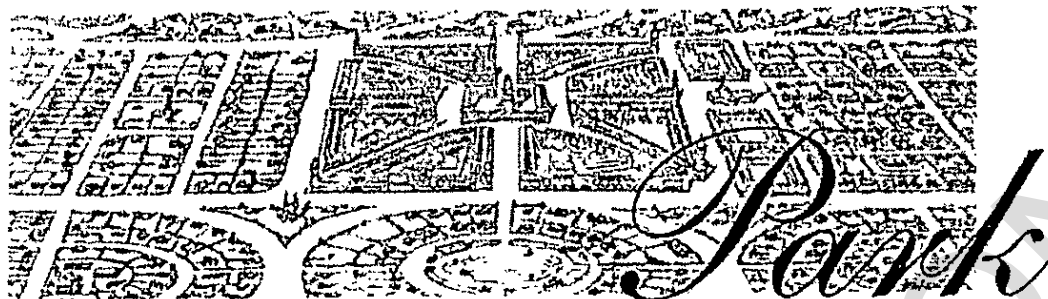
SHEET 4 OF 4

9 November 2001

collie

0469V135-SADP001

# R o x b u r g h



# DEVELOPMENT GUIDELINES

**AB445065E**

15/05/2002 \$59 173



**DAB260836K-17-1**

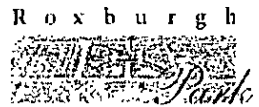


# Urban Land

C O R P O R A T I O N

NOVEMBER 2000

# INTRODUCTION



These *Roxburgh Park Development Guidelines (the Guidelines)* deal with the planning and development of Roxburgh Park, a new suburb for about 20,000 residents in the City of Hume.

Roxburgh Park is being planned and developed by the Urban Land Corporation (ULC).

The Guidelines include details on the approach to and implementation of a range of issues including:

- the Victorian Code for Residential Development: Subdivision and single dwellings;
- ULC endorsement;
- house siting;
- fencing;
- landscaping;
- non-residential development siting;
- signs.

The Guidelines have been prepared by the ULC to form part of the statutory planning approval for the development of Roxburgh Park.

The provisions of the Hume Planning Scheme apply to development and uses in Roxburgh Park. These provisions include the **Victorian Code for Residential Development: Subdivision and single dwellings (Vic Code)**.

The development standards to be adopted for Roxburgh Park are generally in accordance with Vic Code.

## SUBDIVISION

The Hume Planning Scheme requires that conditions on subdivision permits are not more restrictive than and do not conflict with the 'performance measures' for the following 'elements' of Vic Code.

- Element 1 Lot Size and Orientation.
- Element 5 Public Open Space.
- Element 9 Street Design.
- Element 10 Street Construction.
- Element 11 Utilities Provision.
- Element 12 Drainage Network.

The Scheme allows variations from other performance measures subject to approval from the responsible authority and provided objectives and performance criteria are met.

## HOUSES

A planning permit is not required to develop or use a lot for a single house, which complies with Part 4 of the Building Regulations 1994. Generally, these Regulations require compliance with Vic Code Element 2 (Building Siting and Design), Performance Measures 1 to 3 and 5 to 12 and Element 3 (Private Open Space), Performance Measure 1.

A building permit requires compliance with the full Building Regulations 1994.

## VIC CODE VARIATIONS APPROVED

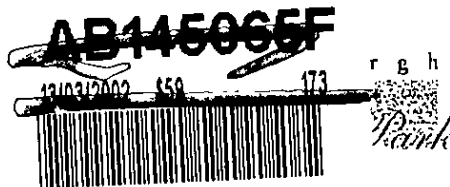
The variations to the performance measures of the elements referred to above which are applicable in Roxburgh Park have been approved by the responsible authority by its endorsement of these Guidelines.

Vic Code and these variations do not apply to multi-dwelling or dual occupancy development.





# IMPORTANT INFORMATION



The ULC requires via a Section 173 Agreement or as a condition in the contract of sale, that the developer of each lot must obtain the endorsement of the ULC for any buildings and structures (including fences and signs) or other works on the lot prior to seeking a building permit. This requirement ceases after (whichever is the sooner of):

- completion (in accordance with any endorsement conditions and any other relevant approval conditions) and lawful occupation of the intended primary building on the lot; or
- the ULC ceasing its involvement as developer of Roxburgh Park.

Plans require the endorsement of the ULC signifying compliance with these Guidelines and any relevant Specific Area Development Plan (SADP).

Endorsement pursuant to a Section 173 Agreement or contract of sale is additional to and not in lieu of any statutory planning or building approval requirements.

The ULC endorsed plans have statutory status and lot owners are liable to legal action and costs if development is not in full compliance with the endorsed plans.

No building permit application can be considered by Council or private building surveyors without prior endorsement by the ULC.

## ENDORSEMENT OF PLANS

Each request for endorsement must be accompanied by the following material:

- a completed Endorsement Application form (available from the ULC or its authorised consultant);
- three site plans (drawn to scale and not reduced) fully dimensioned and showing all lot boundaries and the location of all buildings, fences and driveways;
- three sets (drawn to scale and not reduced) of building fence or sign plans and elevations fully dimensioned in respect of heights and lengths (external and internal) and detailing construction

materials, external finishes and colour schemes as appropriate.

Prior to the preparation of plans, applicants are encouraged to discuss with the ULC or its authorized representative the siting and design principles to be considered in the preparation of plans for endorsement.

The plans will be assessed by the ULC to determine whether they comply with siting and design and other requirements as expressed in these Guidelines and the relevant SADP.

Where plans meet the ULC requirements they will be **endorsed** and returned to the applicant.

Where plans require minor variations to meet the requirements they will be **conditionally endorsed** (subject to variations being made to the development) and returned to the applicant. A letter accompanying the plans will detail the required modifications.

Where plans meet the requirements of the ULC but require further consent from Hume City Council, they will be **provisionally endorsed** (subject to the applicant gaining consent from Hume City Council) and returned to the applicant. Copies of the plans will also be forwarded to Hume City Council.

Where plans do not meet the requirements of the ULC they will be returned to the applicant accompanied by a letter setting out the **reasons** they were not endorsed.

The ULC will use its best endeavours to assist applicants to modify plans to enable them to comply with the Guidelines and SADP provisions and thus be suitable for endorsement.

**Endorsement Requests with accompanying documentation as noted above, should be submitted to the Roxburgh Park Land Sales and Information Centre at 21 Greensted Grove, Roxburgh Park, 3064.**

**For further information contact the Roxburgh Park Land Sales and Information Centre on**

**(03) 9305 1010.**



h  
MAY 2010

# HOUSE SITING AND DESIGN

House and lot plans (for both conventional housing and medium density housing) must be prepared based on principles of good house and lot siting and design, including:

- main indoor living areas facing north;
- main outdoor living areas positioned on the north side of the house;
- main outdoor living areas not located on the west or south side of the house;
- internal service areas (bathrooms and laundry) located on a non-north side of the house;
- service areas not located in the house plan to form a barrier between living rooms and north and east outdoor private open space areas;
- windows protected from the summer sun but having access to winter sun;
- large windows facing east have morning sun protection;
- large windows facing west are avoided but where there is no other choice, they have afternoon summer sun protection;
- building along the southern boundary of east-west lots provides more open space to the north;
- building along the side boundary of north-south lots protects privacy.

Medium density house and lot plans must also comply with the principles set out in The Good Design Guide for Medium Density Housing (MDH Guide).

## DESIGN REQUIREMENTS

Each building or structure (except as exempted by the ULC) must be endorsed by the ULC as complying with the Roxburgh Park Local Structure Plan including these Guidelines and the SADP covering the lot, prior to making an application for a building permit.

Unless otherwise specified on the SADP, only one house is permitted on each lot. Easements must be protected.

Except as may be varied by the ULC (and then only if any such variation does not require a planning permit or

other consent from Hume City Council) as part of any endorsement, the following requirements apply.

### Setbacks

The development of houses is encouraged on the boundary where permitted under the SADP.

Frontage, side and rear setbacks and building heights must comply with the SADP.

Buildings must not be constructed in the setbacks (indicated on the SADP) to any street reserve except for a garage or carport in the setback from a street reserve of 6 metres width or less developed as an access lane.

Buildings may occupy up to 55 per cent of the site area on lots larger than 300 square metres and up to 60 per cent of the site area on lots of 300 square metres or less.

### Private Open Space

Private open space on a lot greater than 300 square metres in area is provided with a minimum area equivalent to 20 per cent of the lot area or 80 square metres (whichever is the greater) and:

- the minimum dimension is 2.5 metres;
- at least one part comprises an area of 25 square metres with a minimum dimension of 4 metres and has convenient access to a main living area.
- on lots 300 square metres or less in area, private open space is to consist of at least 40 square metres with one part having convenient access to a main living room and having an area of 25 square metres with a width of 3 metres.

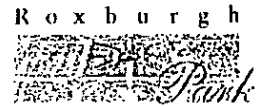
### Car Parking and Garages

Houses must be sited to enable the provision of at least two car parking spaces on site, at least one of which must be capable of being covered, in accordance with these Guidelines. Plans for house endorsement must



DAB260836K-20-4

# HOUSE SITING AND DESIGN



specify the driveway location, dimensions, access point and surface treatment proposed.

Car spaces capable of being covered must have minimum dimensions of:

- 5 by 3 metres for car ports;
- 6 by 3 metres (internal) for single garages;
- 6 by 5.5 metres (internal) for double garages.

Garages and car ports, except where the opening is perpendicular to the street reserve, must be setback five metres from:

- the frontage of a lot;
- a side street (other than a lane) on a corner lot at least 15 metres wide.

Uncovered car spaces must have minimum dimensions 4.9 metres by 2.6 metres.

Vehicle access to lots will be in accordance with the SADP or as endorsed by the ULC.

Driveways to all lots must have a minimum width of 3 metres and must be setback a minimum of 0.9 metre from every side boundary for the first 5 metres from the front boundary except where a lesser setback is warranted to align with an existing crossover.

Lot owners must construct driveways within 1 month of first occupation of the house.

A garage of double width is discouraged on a lot of 10 metres width or less and endorsed only where it is integrated into the house design and where it does not dominate the streetscape.

## Appearance

Solar collectors, air conditioning units, antennae, aerials, satellite dishes, heating units and the like must comply with all building regulations and be placed so as not to cause visual intrusion to neighbours or from the street.

The external colours, materials and appearance of the house (including any buildings, driveways, fences or structures) may require endorsement by the ULC. The design, appearance and colours of outbuildings should be compatible with the house, as should the materials used.

Outdoor space should be sited and designed to differentiate between private open space for recreation and service areas.

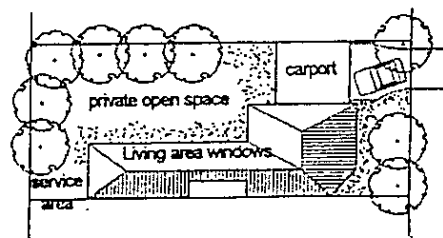
Buildings should be constructed predominantly of brick or other masonry except where design or development proposals warrant an alternative of timber or other material.

## Other

All owners and occupiers must control moisture variations and potential damage from tree roots and other vegetation in the vicinity of any adjoining building, particularly where such building is built to the boundary.

Garage and carport setback minimum of 5 metres from the street

Main outdoor and indoor living areas face north



Provides at least two car parking spaces on the site

Service area separate from private open space

Main outdoor and indoor living areas face north



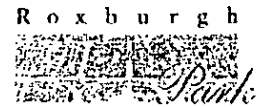
**AB445065E**

13/09/2002 450 - 173



DAB260836K-21-8

# FENCES



Fencing within Roxburgh Park is the responsibility of lot purchasers except that generally the ULC constructs the initial fence on lot boundaries, which abut:

- public open space;
- tree reserves; and
- arterial roads,

with the equivalent half cost of a standard (1.625 metres) paling fence being recovered from abutting lot owners.

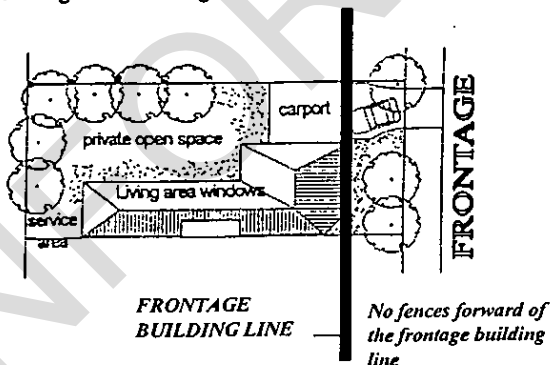
Fencing can have a major influence on appearance and aesthetic quality of a street or wider area. The ULC aims to create an urban area with fencing that is not dominant in streets and public places and is sympathetic to the intended open neighbourhood character of the suburb, to the building design and to the character of the street.

Endorsement of any fence will not occur where buildings on the land have not been endorsed or are not part of a combined fence/buildings endorsement request.

Endorsement will normally require a feature fence.

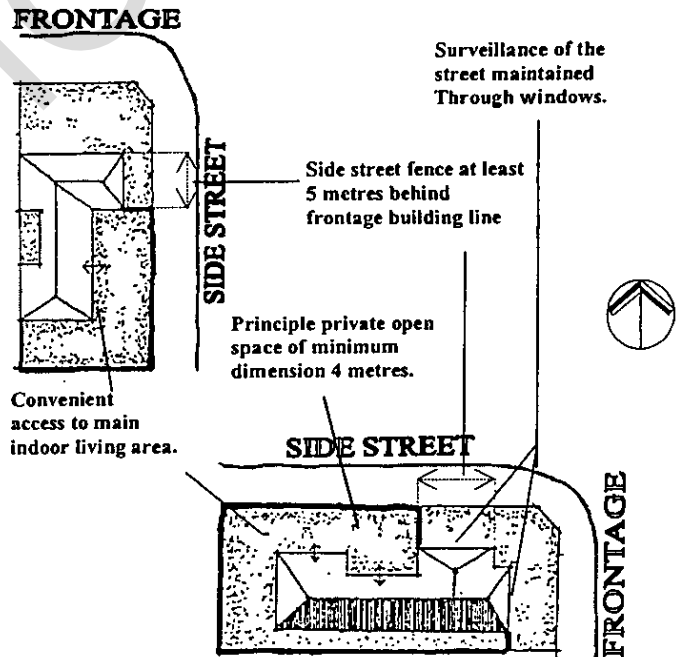
## DESIGN REQUIREMENTS

In order to achieve an open streetscape fences are discouraged in building setbacks from street reserves.



Where an applicant seeks endorsement of a fence between any building and any street reserve, the following provisions will normally apply:

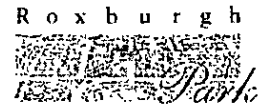
- any fence must be of a height and design that takes into account the amenity and character of the street, the design and appearance of the building on the lot, surveillance and safety;
- any fence must be a feature fence (pickets, paling with exposed posts and capping or equivalent);
- any fence is not more than 1.2 metres high or is not more than 1.5 metres high if more than 50 per cent transparent;
- on corner lots and north south lots on the south side of a street, a full height fence (up to 2 metres high) may be erected only where:
  - it encloses the principal private open space (of minimum dimension 4 metres) of the house;



- the principal private open space is adjacent to and conveniently accessible from the main living rooms of the house;
- surveillance of the street is maintained from other living room windows.
- on corner lots, a full height fence will normally only be endorsed along part of one street reserve boundary of a lot;



# FENCES



- on corner lots, a fence on the boundary to the side street must be at least 5 metres behind the frontage building line (all as determined by the ULC).

## Terrace Streetscape

Each row of terraces must have a uniform streetscape.

Any Terrace lot fence forward of the frontage building line :

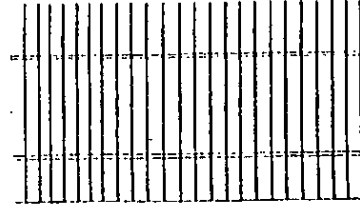
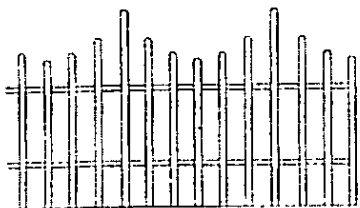
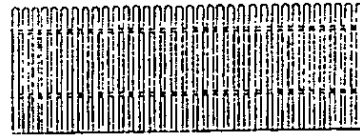
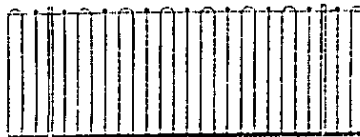
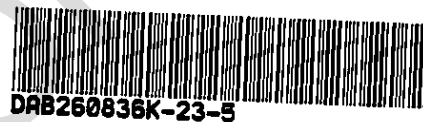
- will only be approved as part of the endorsement of the whole row;
- must be not more than 1.2 metres high;
- must be an open style feature fence (pickets).

## Side and Rear Fences between Lots

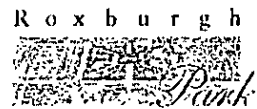
Between lots, side fences not forward of the frontage building line do not require ULC endorsement provided they do not exceed 2 metres in height.

Rear fences do not require ULC endorsement provided they do not exceed 2 metres in height.

Side fences which also form the rear fence of an adjacent corner lot will be considered normally as side fences for endorsement purposes.



# LANDSCAPE



The ULC has a Comprehensive Landscape Program for all the public places in Roxburgh Park. This Program aims to create a sustainable, easily managed and attractive landscape throughout Roxburgh Park. In addition, it forms the basis for planting themes and patterns within private lots.

These Guidelines are concerned predominantly with privately owned land.

## DESIGN REQUIREMENTS

Owners must landscape gardens in public view within six months of occupation of a house on the lot.

A screen of attractive trees and shrubs helps increase privacy and hide service areas. Trees also provide protection from strong winds.

Residents must control moisture variations and potential damage from tree roots in the vicinity of any adjoining building, particularly where the building is built to the boundary.

Landscaped areas should be designed to drain appropriately and avoid water-logging.

## Water Use

Excessive water use is costly and wasteful. There are simple ways of minimising the amount of water used around the garden including:

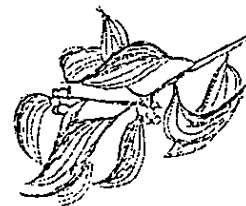
- minimising lawn areas;
- using hardy native plants;
- using watering systems to control the time and length of watering;
- deep, regular soakings (rather than quick, light watering which tends to run off and dries out quickly);
- mulching to conserve moisture around trees and plants;
- contouring areas to retain or capture water.

## Services

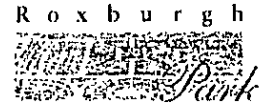
- It is your responsibility to be aware of the location of any underground services before excavating for any purpose. Contact the *Melbourne - One Call* line by telephoning 1100 to determine the location of service lines.
- Trees should not be planted above sewer/stormwater lines.
- The booklet **Guide to Tree Planting Near Power Lines** provides advice on planting in the vicinity of overhead power lines.

## Lawns

- A suggested mixture of lawn seed for Roxburgh Park includes creeping red fescue, fine leaf rye and Victorian bent.
- Before planting lawn seed soil should be prepared properly by:
  - rotary hoeing and adding about two kilograms of gypsum per square metre dug into the soil to a depth of about 100 millimetres;
  - adding sandy loam which will improve further the structure of basalt soils and will assist drainage and root development;
  - keeping the ground damp while lawn seed is germinating and using a good fertiliser.
- Seeded lawn on the nature strip provides visual continuity to the streetscape and adds to the appearance of houses. Property owners are encouraged to complete landscaping of the area of the nature strip adjacent to their property.



# LANDSCAPE



## Planting Techniques

Good planting techniques help to establish successful gardens. Some suggestions (which may vary depending on individual circumstances) are:

- native plants bought in tubes will grow more strongly and quickly than larger native plants;
- trees and shrubs should be planted preferably from plastic pots or bags because they have stronger roots than bare-rooted plants;
- autumn planting requires less watering and is the best time to plant most natives;
- deciduous plants should be planted in winter and early spring;
- soil should be moistened slowly before digging a hole slightly wider and deeper than the container holding the plant;
- bare-rooted plants, such as fruit trees or roses, should not be left to dry out before planting;
- after planting, slow release fertiliser should be added and the plant staked on its windward side;
- plants should be pruned to remove unwanted growth with evergreens pruned after flowering and deciduous shrubs pruned when leafless;
- some plants, such as roses and azaleas, need specific alkaline/acid levels in the soil and should have special horticultural products added at prescribed rates;
- gardens should be fertilised periodically; compost is excellent and cheap.

## Plant Selection

It is recommended that plants be selected that are suitable for Roxburgh Park soils and climate. A list of suitable species is provided below. Careful consideration should be given to the siting of trees (large, medium and small) and large shrubs.

Native trees and shrubs are generally fast growing, especially those species indigenous to the area.

The careful selection and placement of deciduous trees helps to provide shade in summer and sun in winter.

When selecting trees check the mature height and breadth of the species before planting. Plant trees where they are able to grow to full size.



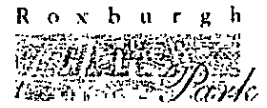
DAB260836K-25-2



**AB145065F**



# SUGGESTED PLANTS FOR HOUSE LOTS IN ROXBURGH PARK



## D.1 LARGE TO MEDIUM TREES (greater than 8 metres in height)

Botanical Name	Common Name		N	Australian Native
<i>Acacia melanoxylon</i>	Blackwood	NE	Ex	Exotic (from other countries)
<i>Acer negundo 'variegatum'</i>	Ghost tree	Ex D	D	Deciduous
<i>Eucalyptus crenulata</i>	Silver gum	NE	E	Evergreen
<i>Eucalyptus nicholii</i>	Narrow-leaf black peppermint	NE		
<i>Fraxinus 'Raywoodi'</i>	Claret ash	Ex D		
<i>Hymenosporum flavum</i>	Native frangipani	NE		
<i>Juglans nigra</i>	Black walnut	Ex D		
<i>Liquidamber styraciflua</i>	Liquidamber	Ex D		
<i>Liriodendron tulipifera</i>	Tulip tree	Ex D		
<i>Malus spectabilis</i>	Chinese crabapple	Ex D		
<i>Melia azedarach</i>	White cedar	ND		
<i>Melaleuca linariifolia</i>	Snow-in-summer	NE		
<i>Virgilia divaricata</i>	Spring flowered virgilia	Ex E		

## D.2 SMALL TREES (under 8 metres in height)

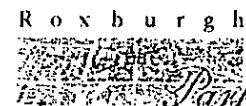
Botanical Name	Common Name	
<i>Acacia boomanii</i>	Snowy River wattle	NE
<i>Acacia elongata</i>	Swamp wattle	NE
<i>Acacia floribunda</i>	Gossamar wattle	NE
<i>Acacia podalyriifolia</i>	Mt Morgan wattle	NE
<i>Acacia pravissima</i>	Peppens wattle	NE
<i>Agonis flexuosa</i>	Peppermint willow	NE
<i>Allocasuarina verticillata</i>	Drooping she-oak	NE
<i>Arbutus unedo</i>	Strawberry tree	Ex E
<i>Ceratonia siliqua</i>	Carob tree	Ex E
<i>Eucalyptus leucoxylon var. macrocarpa</i>	Red flowered yellow gum	NE
<i>Eucalyptus spathulata</i>	Swamp mallet	NE
<i>Eucalyptus torquata</i>	Coral gum	NE
<i>Eucalyptus viridis</i>	Green mallee	NE
<i>Hakea elliptica</i>	Oval leaf hakea	NE
<i>Lagerstroemia indica</i>	Pink crepe myrtle	Ex D
<i>Malus floribunda</i>	Japanese flowering crab	Ex D
<i>Olea europaea</i>	Common olive	Ex E
<i>Prunus semulata 'shirotae'</i>	Double white flowering cherry	Ex D
<i>Pyrus ursuriensis</i>	Manchurian pear	Ex D
Fruit trees - pears, apples, plums, late fruiting nectarines and apricots, quinces		

## D.3 LARGE SHRUBS (over 1 metre in height)

Botanical Name	Common Name	
<i>Acacia iteaphyllai</i>	Gawler range wattle	NE
<i>Buddleia davidi 'White Cloud'</i>	White buddleia	Ex E
<i>Buddleia salviafolia</i>	Winter buddleia	Ex E
<i>Callistemon citrinus 'Endeavour'</i>	Red bottlebrush	NE
<i>Callistemon pallidus</i>	Lemon bottlebrush	NE
<i>Callistemon phoeniceus</i>	Fiery bottlebrush	NE
<i>Callistemon 'Reeves Pink'</i>	Pink bottlebrush	NE
<i>Callistemon speciosus</i>	Snowy bottle brush	NE
<i>Choisya ternata</i>	Mexican orange	Ex E
<i>Correa backhousiana</i>	Creamy correa	NE
<i>Correa glabra</i>	Green/dusky red correa	NE
<i>Dodonea cuneata</i>	Wedge-leaf hop bush	NE
<i>Garrya elliptica</i>	Catkin shrub	Ex D
<i>Leptospermum petersonii</i>	Lemon scented tea tree	NE
<i>Viburnum tinus</i>	Laurestinus	Ex E



# SUGGESTED PLANTS FOR HOUSE LOTS IN ROXBURGH PARK



## D.4 SMALL SHRUBS (under 1 metre in height)

N Australian Native  
 Ex Exotic (from other countries)  
 D Deciduous  
 E Evergreen

Botanical Name	Common Name	
<i>Cistus crispus</i>	Rock rose	Ex E
<i>Correa reflexa</i>	Common correa	NE
<i>Correa pulchella</i>	Correa	NE
<i>Cotoneaster horizontalis</i>	Rock cotoneaster	Ex E
<i>Crowea exalata</i>	Small crowea	NE
<i>Dampiera rosmarinifolia</i>	Rosemary dampiera	NE
<i>Epacris longiflora</i>	Fuchsia heath	NE
<i>Eriostemon myoporoides</i>	Long-leaf wax flower	NE
<i>Euryops pectinatus</i>	Yellow daisy	Ex E
<i>Grevillea steiglitziana</i>	Brisbane range grevillea	NE
<i>Hebe 'Imperialis'</i>	Imperial veronica	Ex E
<i>Lavandula sp.</i>	Lavender	Ex E
<i>Leptospermum juniperinum 'horizontalis'</i>	Prickly tea-tree	NE
<i>Phlomis fruticosa</i>	Jerusalem sage	Ex E
<i>Rosmarinus officinalis</i>	Rosemary	Ex E
<i>Santolina chamaecyparissus</i>	Cotton lavender	Ex E
<i>Spiraea chinensis</i>	May	Ex D
<i>Thryptomene 'paynei'</i>	Pink thryptomene	NE

## D.5 GROUND COVERS – Prostrate

Botanical Name	Common Name	
<i>Brachycome multifida</i>	Cut leaf daisy	NE
<i>Convolvulus mauritanicus</i>	Trailing convolvulus	Ex E
<i>Gazania hybrids</i>	Gazanias	Ex E
<i>Grevillea bitemata</i>	Grevillea	NE
<i>Grevillea 'Poinciana royal Mantle'</i>	Grevillea	NE
<i>Hardenbergia violacea</i>	Purple coral pea	NE
<i>Juniperus horizontalis</i>	Juniper	Ex E
<i>Myoporum parvifolium</i>	Creeping bobialla	NE
<i>Nephrolepis cordifolia</i>	Fishbone fern	NE
<i>Viola hederacea</i>	Native violet	NE

## D.6 TUFTED PLANTS (strap shaped leaves growing from a common base)

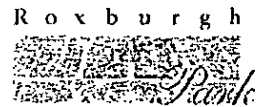
Botanical Name	Common Name	
<i>Agapanthus orientalis</i>	African lily	Ex E
<i>Dianella revoluta</i>	Spreading flax lily	NE
<i>Hymenocallis sp.</i>	Day lilies	Ex E
<i>Kniphofia Hybrids</i>	Red hot pokers	Ex E
<i>Lomandra longifolia</i>	Spiny-headed mat rush	NE
<i>Moraea bicolor</i>	False iris	Ex E
<i>Themeda australis</i>	Kangaroo grass	NE

## D.7 CLIMBERS

Botanical Name	Common Name	
<i>Clematis aristata</i>	Australia clematis	NE
<i>Gelsemium sempervirens</i>	Carolina yellow jasmine	Ex E
<i>Hardenbergia violacea</i>	Purple coral pea	NE
<i>Hibbertia scandens</i>	Climbing guniea flower	NE
<i>Kennedia coccinea</i>	Coral vine	NE
<i>Lonicera splendida</i>	Pink honeysuckle	Ex E
<i>Pelargonium peltatum</i>	Ivy-leaf geranium	Ex E
<i>Solanum jasminoides</i>	Potato climber	Ex E
<i>Trachelospermum jasminoides</i>	Star jasmine	Ex E
<i>Vitis amurensis</i>	Scarlet leaved vine	Ex D



# OTHER DEVELOPMENT SITING AND DESIGN



The Hume Planning Scheme requires that a planning permit be obtained for many land uses other than houses.

Some of these other land uses in Roxburgh Park do not require a planning permit provided the site is:

- identified for the use in the Roxburgh Park Local Structure Plan;
- within an Activity Centre designated in the Roxburgh Park Local Structure Plan; or
- identified for the use and is within an Activity Centre designated in the Roxburgh Park Local Structure Plan.

A list of the other uses that may not require a planning permit is contained in the Hume Planning Scheme (Clause 133-1.1). In most cases (even if a planning permit is not required), a plan or plans showing the proposed layout, elevations, dimensions, car parking, access and landscaping is required to be approved to the satisfaction of the responsible authority.

## DESIGN PRINCIPLES

Plans for development other than houses must be submitted to the ULC for endorsement and must be prepared to ensure that the location, siting and design:

- is consistent with the objectives, policies and land use intentions contained in the Roxburgh Park Local Structure Plan;
- is designed (including in respect of overall appearance, materials and finishes) to be generally suitable for and compatible with the area;
- provides for ease of pedestrian and vehicle access and movement including appropriate links to the Roxburgh Park walking/cycling path network;
- proposes a built form that is sympathetic to its neighbours;
- proposes a built form that is sympathetic to an attractive streetscape;

- is in keeping with the objective of a high quality design environment and character for Roxburgh Park.

## DESIGN REQUIREMENTS

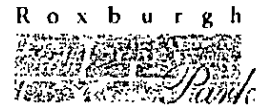
Each development and extension, outbuilding, fence along streets and other structure (except as exempted by the ULC) must be endorsed by the ULC as complying with the Roxburgh Park Local Structure Plan including these Guidelines.

Except as may be varied by the ULC (and then only if any such variation does not require a planning permit from Hume City Council) as part of any endorsement, the following requirements apply.

- The development is generally in accordance with the approved Roxburgh Park Local Structure Plan, these Guidelines and with any Development Plan approved by Hume City Council.
- Frontage, side and rear setbacks and building heights comply with the relevant SADP.



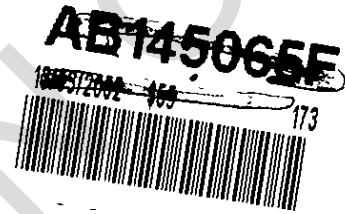
# SIGNS



All signs (other than exempt signs) must be endorsed by the ULC before being erected.

One temporary sign may be erected and be on a lot at any one time without the endorsement of the ULC, provided that it is not an animated or internally illuminated sign and it is either:

- a sign related to the construction of a building on the lot on which the sign is displayed (for example, the name of the builder) where the sign is no larger than 915mm x 610mm in size and is removed within seven days of completion of construction; or
- a sign publicising the sale of a property on which it is displayed where the sign is no larger than 1830mm x 915mm (with the long axis of the sign being vertical) and is removed within seven days of the signing of the contract of sale.



# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1097080

## APPLICANT'S NAME & ADDRESS

KATHRYN REITTER C/- LANDATA  
MELBOURNE

## VENDOR

EL RACHIDY, AHMAD

## PURCHASER

TBA, TBA

## REFERENCE

5854KR

This certificate is issued for:

LOT 4367 PLAN PS449517 ALSO KNOWN AS 56 SANDOVER DRIVE ROXBURGH PARK  
HUME CITY

The land is covered by the:

HUME PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

A Proposed Amending Planning Scheme C263hume has been placed on public exhibition which shows this property :

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 6 - C263hume

A detailed definition of the applicable Planning Scheme is available at :

<http://planningschemes.dpcd.vic.gov.au/schemes/hume>

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

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

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

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

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

LANDATA@

T: (03) 9102 0402

E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

18 December 2024

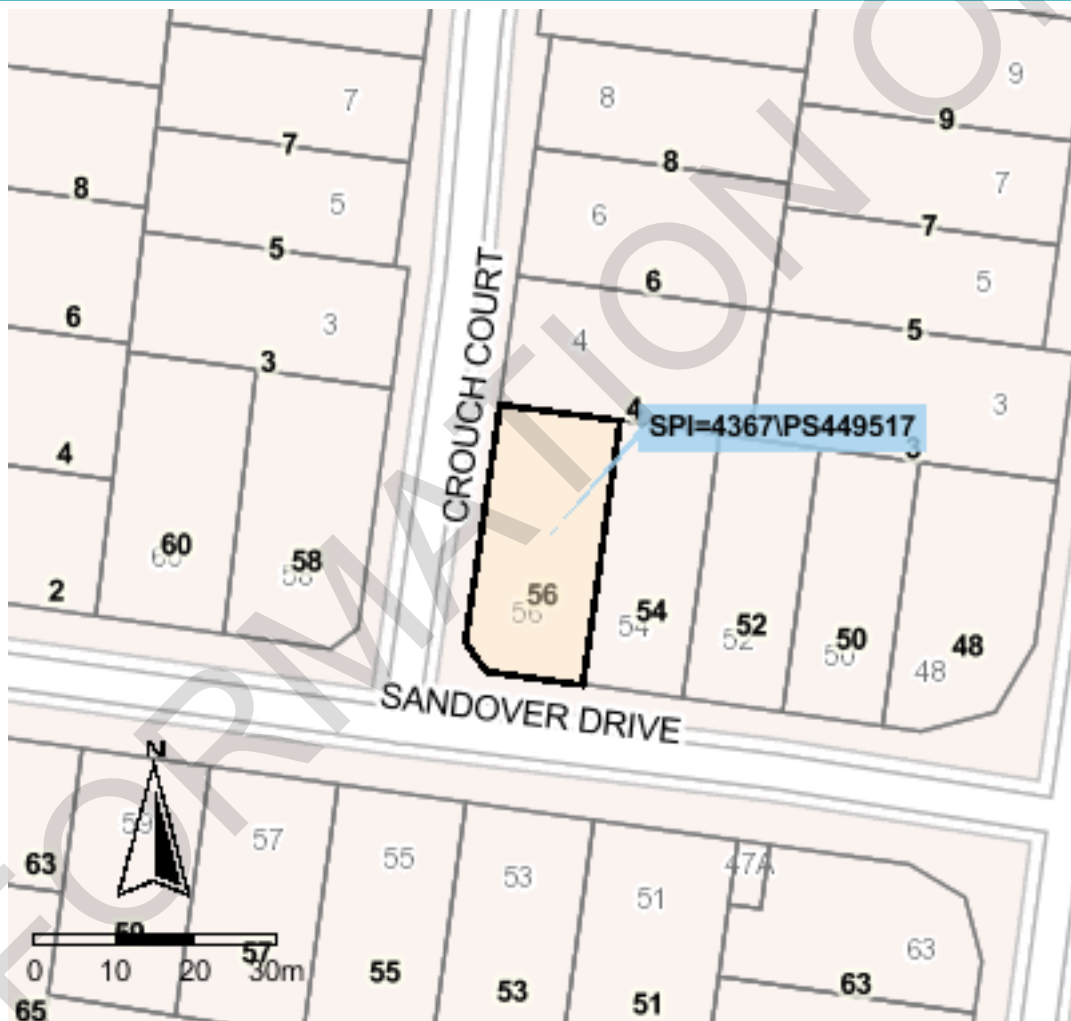
**Sonya Kilkeny**  
Minister for Planning

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

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

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

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



Copyright © State Government of Victoria. Service provided by [maps.land.vic.gov.au](http://maps.land.vic.gov.au)

### Choose the authoritative Planning Certificate

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

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

### Privacy Statement

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

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 18 December 2024 02:43 PM

## PROPERTY DETAILS

Address: **56 SANDOVER DRIVE ROXBURGH PARK 3064**  
Lot and Plan Number: **Lot 4367 PS449517**  
Standard Parcel Identifier (SPI): **4367\PS449517**  
Local Government Area (Council): **HUME**  
Council Property Number: **580670**  
Planning Scheme: **Hume**  
Directory Reference: **Melway 179 K1**

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

[Planning Scheme - Hume](#)

## UTILITIES

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

## STATE ELECTORATES

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

## OTHER

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

[View location in VicPlan](#)

## PLANNING SUMMARY

**Bushfire Prone Area** This property is not in a designated bushfire prone area.

**Planning Zone** [GENERAL RESIDENTIAL ZONE \(GRZ\)](#)  
[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)

**Planning Overlay** None

## 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

No planning overlay found

## Further Planning Information

Planning scheme data last updated on 4 December 2024.

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

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

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

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

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

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

# PROPERTY REPORT

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 18 December 2024 02:43 PM

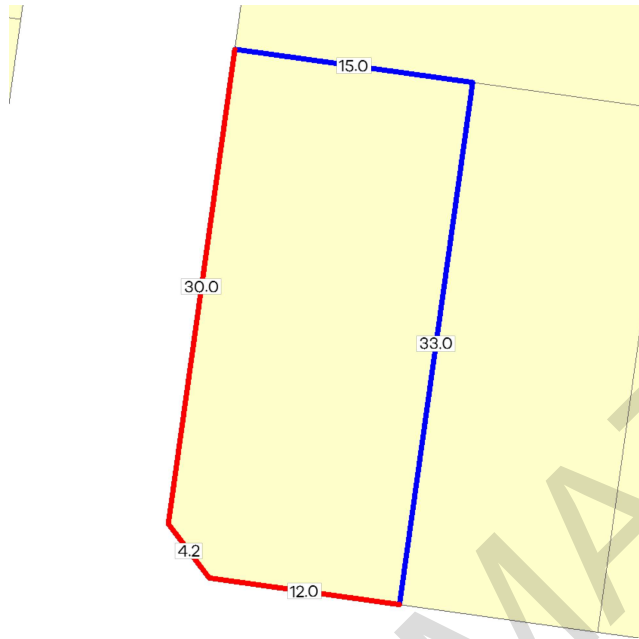
## PROPERTY DETAILS

Address: **56 SANDOVER DRIVE ROXBURGH PARK 3064**  
Lot and Plan Number: **Lot 4367 PS449517**  
Standard Parcel Identifier (SPI): **4367\PS449517**  
Local Government Area (Council): **HUME**  
Council Property Number: **580670**  
Directory Reference: **Melway 179 K1**

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

## SITE DIMENSIONS

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



**Area:** 490 sq. m

**Perimeter:** 94 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

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

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

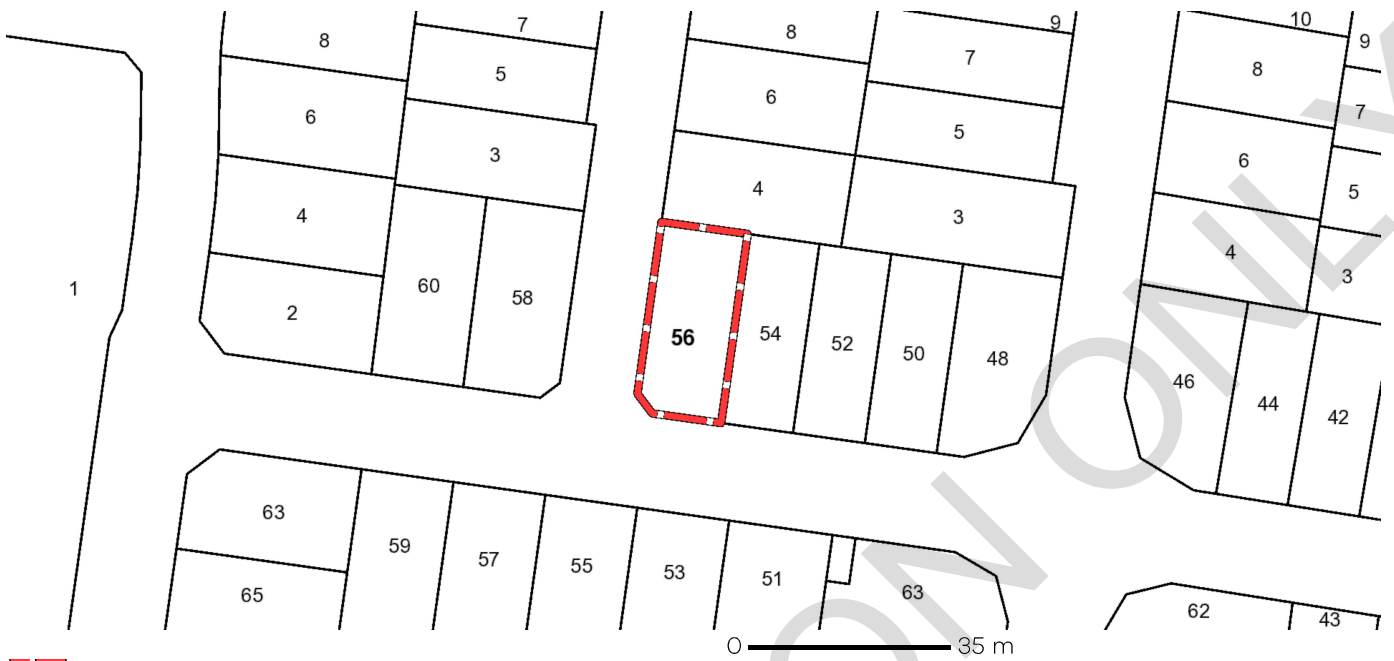
**Property and parcel search** <https://www.land.vic.gov.au/property-and-parcel-search>

# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

## Area Map



 Selected Property

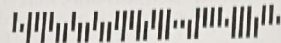
INFORMATION

Hume City Council  
PO Box 119  
Dallas VIC 3047



# Your rates and valuation notice

For the period 1 July 2024 to 30 June 2025  
Enquiries: 9205 2200



A EL RACHIDY  
56 SANDOVER DR  
ROXBURGH PARK VIC 3064

PROPERTY NUMBER: 580670  
PAYMENT REFERENCE: 9532151  
DATE OF ISSUE: 16/08/2024



For emailed notices:  
[hume.enotices.com.au](http://hume.enotices.com.au)  
Reference: 0B887A476L



025  
1027739  
R4\_397

## PROPERTY DETAILS

56 SANDOVER DR ROXBURGH PARK VIC 3064  
Lot 4367 PS 449517G Vol 10642 Fol 980  
Owner Details: AHMAD EL RACHIDY

Site Value

Capital Improved Value

Net Annual Value

\$440,000

\$640,000

\$32,000

Level of Value Date: 01/01/2024 AVCC: 110-Detached Dwelling  
Date Adopted for Rating Purposes: 01/07/2024

\* Council has been appointed agent to collect these funds on behalf of the Victorian Government.

## RATES, CHARGES AND REBATES

General Rate	0.0023285 x \$640,000	\$1,490.20
Kerbside Waste Charge	\$401.63 Kerbside	\$401.63
Public Waste Charge	\$222.99	\$222.99
Vic State Gov FSPL Residential Fixed*	\$132.00	\$132.00
Vic State Gov FSPL Residential Variable*	.000087 x \$640,000	\$55.60
<b>Total Amount Due</b>		<b>\$2,302.42</b>

## INSTALMENT 1

\$574.42

Payable 30/09/2024

## INSTALMENT 2

\$576.00

Payable 30/11/2024

## INSTALMENT 3

\$576.00

Payable 28/02/2025

## INSTALMENT 4

\$576.00

Payable 31/05/2025



Scan here to pay



## HOW TO PAY

Avoid late payment interest by paying your rates on time. Payment plans are available.



**BPAY** (BPAY View Registration No: 9532151)  
Access Bpay via your internet banking  
BILLER CODE: 12500  
REF: 9532151



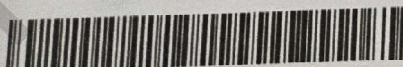
**DIRECT DEBIT**  
Register online at  
[hume.vic.gov.au/rates](http://hume.vic.gov.au/rates) to arrange  
automatic payment of your account



**POST BILLPAY**  
BILLPAY CODE: 0862  
REF: 9532151



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



\*862 9532151



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



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

# Your quarterly bill



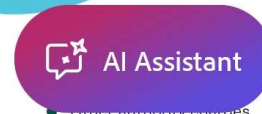
Emailed to: ahmad.elrachidy@gmail.com  
MR A EL RACHIDY  
56 SANDOVER DR  
ROXBURGH PARK VIC 3064

**Enquiries** 1300 304 688  
**Faults (24/7)** 13 27 62

<b>Account number</b>	57 3469 2820
<b>Invoice number</b>	5735 0168 06497
<b>Issue date</b>	29 Nov 2024
<b>Property address</b>	56 SANDOVER DR ROXBURGH PARK
<b>Property reference</b>	1594360, LOT 4367
Tax Invoice Yarra Valley Water ABN 93 066 902 501	

## Summary

<b>Previous bill</b>	<b>\$213.53</b>
Payment received thank you	-\$213.53
<b>Balance carried forward</b>	<b>\$0.00</b>
<b>This bill</b>	
<b>Usage charges</b>	<b>\$61.82</b>
<b>Service charges</b>	
Water supply system	\$20.86
Sewerage system	\$119.50
<b>Other authority charges</b>	
Waterways and drainage	\$30.77
Parks	\$21.98
<b>Total this bill (GST does not apply)</b>	<b>\$254.93</b>
<b>Total balance</b>	<b>\$254.93</b>



**This bill compared to the same time last year.**  
Excludes other authority charges.



Average use in litres per day



## How to pay



\*3042 573501680649 7

**Direct debit**  
Sign up for Direct Debit at [yvwm.com.au/directdebit](http://yvwm.com.au/directdebit) or call **1300 304 688**.

**EFT**  
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).  
Account name:  
**Yarra Valley Water**  
BSB: **033-885**  
Account number: **573415231**

**BPAY®**  
Bill code: **344366**  
Ref: **573 4692 8209**

**Centrepay**  
Use Centrepay to arrange regular deductions from your Centrelink payments.  
Visit [yvwm.com.au/paying](http://yvwm.com.au/paying)  
CRN reference: **555 054 118T**

**Post Billpay®**  
Pay in person at any post office, by phone on **13 18 16** or at [postbillpay.com.au](http://postbillpay.com.au)  
Bill code: **3042**  
Ref: **5735 0168 06497**

**Credit Card**  
Online: [yvwm.com.au/paying](http://yvwm.com.au/paying)  
Phone: **1300 362 332**

MR A EL RACHIDY	
<b>Account number</b>	57 3469 2820
<b>Invoice number</b>	5735 0168 06497
<b>Total due</b>	<b>\$254.93</b>
<b>Due date</b>	<b>20 Dec 2024</b>
<b>Amount paid</b>	\$

**56 Sandover Drive, Roxburgh Park**  
(Property)



PO Box 6065  
Point Cook VIC 3030  
**Tel: 03 9989 2290 / 0490 418 120**  
**Email: [kathryn@mirrorimageconveyancing.com.au](mailto:kathryn@mirrorimageconveyancing.com.au)**  
Ref: 5845/24/KR