

# Contract of Sale

Property:

**4 Greaves Crescent, Kalkallo VIC 3064**



**JLE Conveyancing Pty Ltd**  
3/5 DEVONSHIRE ROAD  
SUNSHINE VIC 3020  
Tel: 03 9363 2075  
Ref: JL:18872

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

## Approval

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

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# Contract of Sale

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

**SIGNED BY THE PURCHASER:** .....  
..... on ...../...../2026

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

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

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

**SIGNED BY THE VENDOR:** .....  
..... on ...../...../2026

**Print names(s) of person(s) signing:** SHAMSO MOHAMED AWEYS

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

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

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# Particulars of Sale

## Vendor's estate agent

Name: Harcourt Rata & Co  
Address: 1/337 Settlement Road, Thomastown VIC 3074  
Email: sold@rataandco.com.au  
Tel: 03 9436 6888 Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: Rose Mickoska

## Vendor

Name: SHAMSO MOHAMED AWEYS  
Address: \_\_\_\_\_  
ABN/ACN: \_\_\_\_\_  
Email: \_\_\_\_\_

## Vendor's legal practitioner or conveyancer

Name: JLE Conveyancing Pty Ltd  
Address: 3/5 DEVONSHIRE ROAD, SUNSHINE Vic 3020  
Email: info@jleconveyancing.com.au  
Tel: 03 9363 2075 Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: 18872

## Purchaser

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
ABN/ACN: \_\_\_\_\_  
Email: \_\_\_\_\_

## Purchaser's legal practitioner or conveyancer

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

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11927 Folio 652	641	PS 738390T

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: 4 Greaves Crescent, Kalkallo VIC 3064

**Goods sold with the land** (general condition 6.3(f)) (*list or attach schedule*): All fixtures and fittings of a permanent nature as inspected.

**Exclusion lists : N/A**

**Payment**

Price \$ \_\_\_\_\_

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

Balance \$ \_\_\_\_\_ payable at settlement

**GST** (general condition 19)

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

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

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

**is due on**

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

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

**Lease** (general condition 5.1)

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\*:

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

OR

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

OR

a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

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

**Loan** (general condition 20): NOT APPLICABLE AT AUCTION

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

Lender: \_\_\_\_\_

Loan amount: no more than \_\_\_\_\_

Approval date: \_\_\_\_\_

## Building report - NOT APPLICABLE AT AUCTION

- General condition 21 applies only if the box is checked

## Pest report – NOT APPLICABLE AT AUCTION

- General condition 22 applies only if the box is checked

## Special Conditions

A special condition operates if the box next to it is checked or the parties otherwise agree in writing

### Special condition 1 – Payment

General condition 14 is replaced with the following:

#### 14. Deposit

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The 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.
- 14.4 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 electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 14.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.9 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.
- 14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

### Special condition 2 – Acceptance of title

Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

### Special condition 3 – Tax invoice

General condition 19 is replaced with the following:

- 19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
  - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 19.1(a), (b) or (c)), the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

**Special condition 4 – Electronic conveyancing**

4.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.

4.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.

4.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
- (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.

4.4 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.

4.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

4.6 Settlement occurs when the workspace records that:

- (a) the exchange of funds or value between financial institutions in accordance with the instructions 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.

4.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

4.8 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.

4.9 The vendor must before settlement:

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

**Special condition 5 – Condition of the Property**

5.1 The land and buildings (if any) as sold hereby and inspected by the purchasers are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permit and/ or completion of inspections by the relevant authorities in respect of any improvements herein.

5.2 The property and any chattels are sold:

- (a) In their present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and
- (f) Subject to all easements, covenants, leases, appurtenant easements and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation there to.

5.3 The purchaser acknowledges and agrees that the purchaser has made its own independent enquires on all matters and does not rely on anything stated by or on behalf of the Vendor.

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

5.5. No failure of any buildings or improvements to comply with any planning or building legislation regulations or bylaws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.

5.6 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of

those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.

**Special condition 6 – Loan**

The purchaser acknowledge that should this contract be subject to finance and in the event that finance is not approved then the purchaser must provide written proof on a formal decline letter generated by the lender or lending institution to which the finance was applied by the purchaser.

Any decline letters from brokers or any loan originator are not accepted. Failure to comply of this special condition will render the contract of sale unconditional.

Any requests an extension or variation to the Finance Due Date, the Purchaser must pay the Vendor' representative \$110 at the settlement for each request.

**Special condition 7 - Plan of Subdivision**

1. The purchaser acknowledges that as at the Day of Sale if the Plan of Subdivision has not been registered by the Registrar of Titles pursuant to Part 4 of the Subdivision Act or Section 97 of the Transfer of Land Act (as the case may be).
2. The Vendor shall as it own cost and expense procure registration of the Plan of Subdivision.
3. If the Plan of Subdivision is not registered within 48 months after the day of sale, the Purchaser may after the expiration of that 48 months but before the plan of subdivision is so registered rescind this contract by notice in writing to the other party and the Deposit shall then be repaid to the Purchaser in full.
4. The Vendor reserves the right to make alteration to the Plan of subdivision necessary to secure its approval by the Registrar of Titles and (subject to the provisions of Section 9AC of the Sale of Land Act) the purchaser shall make no objection or requisition or claim any compensation in respect of any excess or deficiency whether in areas, boundaries, measurements, occupations, or otherwise on the ground that the plan of subdivision as registered by the Registrar of Titles does not agree in measurement or otherwise with the Plan of Subdivision or the Property as inspected by the Purchaser.
5. The Purchaser undertakes that he/she will not lodge a Caveat against the Title to the land hereby sold pending approval of the Plan of Subdivision by the Registrar of titles.

**Special condition 8 - Nomination**

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

The purchaser has to pay the professional fees to Vendor's Conveyancer of \$220 for the nomination.

**Special condition 9 – Rescheduled Settlement**

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or variation to the Due Date, the Purchaser must pay the Vendor' representative \$330 at the settlement for each request.

**Special condition 10 - Owners Corporate Certificate to be provided**

If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, object to requisition, make a claim or terminate the contract based on this condition. The Owners Corporate Certificate will be provided in a timely manner and made available to the purchaser and purchasers representative as soon as it is issued.

**Special condition 11 - Re-sale Deed**

- For the sale of this land to take effect, both the Vendor(s) and Purchaser(s) may be required to enter into a Re-Sale Deed prior to the settlement date.
- The Re-Sale Deed will be obtained by the Vendor from the Developer's (Head Vendor's) solicitors.
- The Purchaser(s) acknowledge and agree that:
  - (a) any costs incurred by the Vendor in obtaining the Re-Sale Deed from the Developer's (Head Vendor's) solicitors will be adjusted at settlement; and
  - (b) the Purchaser(s) must execute the Re-Sale Deed and deliver the executed document(s) to the Vendor's conveyancer no later than seven (7) days prior to the settlement date.
- This Special Condition will only apply if a Re-Sale Deed is required by the Developer (Head Vendor) or their solicitors.

**Special condition 12 - Builder Warranty Insurance/ Domestic Building Insurance**

1. The buyers acknowledge this property does not have any builder warranty insurance for the built or renovations.
2. The buyer is agreeable to waive all his/her rights to request builder warranty insurance from the vendor.
3. The buyer agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to building warranty insurance.

**Special condition 13 - No Warranty , representation or guarantee**

1. The Vendor does not guarantee or make any representations about whether the work performed requires permits. The Purchaser acknowledges that it is solely their responsibility to determine whether permits or approvals are necessary for the work completed.
2. The Purchaser also acknowledges that the Vendor makes no representations or warranties concerning the compliance of the work with any legal or regulatory requirements, including but not limited to building codes, zoning laws, or safety standards.

**Special condition 14 - Indemnity by Purchaser**

The Purchaser agrees to indemnify and hold the Vendor harmless from any claims, costs, liabilities, or damages that may arise after settlement regarding the necessity of permits or warranty insurance for the work performed. This includes any costs the Purchaser incurs in obtaining permits or addressing any issues of non-compliance with legal or regulatory requirements.

1) The Purchaser will not have the right to:

- a. Claim any compensation, damages, or costs related to the work performed on the Property;
- b. Pursue any legal remedy against the Vendor for the performance of the work, including claims of breach of contract, misrepresentation, or any other legal action related to non-compliance (if any) with permit or regulatory requirements;
- c. Cancel or rescind this contract, in whole or in part, based on the Vendor's disclosure about the uncertainty of permit requirements for the work;
- d. Delay settlement due to any condition of the fixtures or fitting as the property is bought as is.

2) The Vendor is under no obligation to assist the Purchaser in obtaining permits, regulatory approvals, or insurance for any work performed on the Property prior to settlement, nor in rectifying any issues related to such work. The Purchaser agrees to cover all associated costs (if any).

The indemnity provisions in this agreement shall remain in effect after settlement and continue indefinitely, even after the transfer of the Property title to the Purchaser.

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—  
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

- (b) the objection or requirement is not withdrawn in that time.
  - 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
  - 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
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## Money

### 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
  - (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
  - (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
  - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
  - (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.However, unless otherwise agreed:
  - (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

### 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

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

## 16. BANK GUARANTEE

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

## 17. SETTLEMENT

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

## 18. ELECTRONIC SETTLEMENT

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

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

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

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

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

19.7 In this general condition:

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

## 20. LOAN

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

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

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

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

## 21. BUILDING REPORT

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

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

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

## 22. PEST REPORT

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

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

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

## 23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

#### 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

#### 25. GST WITHHOLDING

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

- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgment network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgment network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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## Transactional

### 26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

## 27. SERVICE

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

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- 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
  - the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- 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;
  - 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;
  - 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;
  - the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
  - 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;
  - 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;
  - the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
  - the purchaser must observe all obligations that affect owners or occupiers of land;

- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

### 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

### 32. BREACH

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

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

---

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

### 35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
  - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
  - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and

- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
  - (i) retain the property and sue for damages for breach of contract; or
  - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

---

INFORMATION ONLY

**GUARANTEE and INDEMNITY**

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

and..... of  
.....

being the **Sole Director / Directors** of ..... of  
..... (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: -

- (f) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (g) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (h) by time given to the Purchaser for any such payment performance or observance;
- (i) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (j) 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 ..... 2026

SIGNED by the said )

Print Name: )

.....

.....  
Director (Sign)

in the presence of: )

Witness: )

.....

# Vendor Statement

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

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

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

<b>Land</b>	4 GREAVES CRESCENT, KALKALLO VIC 3064
-------------	---------------------------------------

Vendor's name	SHAMSO MOHAMED AWEYS	Date	/ /
Vendor's signature	_____		

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

# 1. FINANCIAL MATTERS

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

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

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

	To	
--	----	--

Other particulars (including dates and times of payments):
--

## 1.3 Terms Contract

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

Not Applicable

## 1.4 Sale Subject to Mortgage

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

Not Applicable

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

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

# 2. INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable

## 2.2 Owner Builder

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

Not Applicable

# 3. LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

unregistered):

Is in the attached copies of title document/s

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

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

### 3.2 Road Access

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

### 3.3 Designated Bushfire Prone Area

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

### 3.4 Planning Scheme

Attached is a certificate with the required specified information.

## 4. NOTICES

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

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

Not Applicable

### 4.2 Agricultural Chemicals

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

NIL

### 4.3 Compulsory Acquisition

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

NIL

## 5. BUILDING PERMITS

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

Not Applicable

## 6. OWNERS CORPORATION

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

Not Applicable

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

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

Not Applicable

## 8. SERVICES

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

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

## 9. TITLE

Attached are copies of the following documents:

### 9.1 (a) Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable

### 10.2 Staged Subdivision

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

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

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

NIL

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

NIL

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

NIL

### 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

(b) which has a net lettable area of at least 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

## 13. ATTACHMENTS

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

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

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

---

INFORMATION ONLY

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

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

Page 1 of 1

VOLUME 11927 FOLIO 652

Security no : 124131622166G  
Produced 27/01/2026 10:43 AM

**LAND DESCRIPTION**

Lot 641 on Plan of Subdivision 738390T.  
PARENT TITLE Volume 11681 Folio 805  
Created by instrument PS738390T 03/11/2017

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
SHAMSO MOHAMED AWEYS of 15 MULBERRY STREET HEIDELBERG WEST VIC 3081  
AQ596522E 02/01/2018

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AQ596523C 02/01/2018  
WESTPAC BANKING CORPORATION

COVENANT PS738390T 03/11/2017

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.

**DIAGRAM LOCATION**

SEE PS738390T 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: 4 GREAVES CRESCENT KALKALLO VIC 3064

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 12690B WESTPAC BANKING CORPORATION (63)  
Effective from 02/01/2018

DOCUMENT END

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**AQ596522E**

# Transfer of Land

Section 45 Transfer of Land Act 1958

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

## 1. Land/s

Land Title

Volume **11927** Folio **652** **D**

The transferor transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

## 2. Estate and Interest

FEE SIMPLE

Transferor

Executed by National Pacific Properties Dwyer Street Pty Ltd by its Attorney, ~~Marianne Pearce~~ **Michael Mawney** under Power of Attorney dated 19/6/2017, which has not been revoked, in the presence of:

## 3. Transferor/s

Transferor

Name NATIONAL PACIFIC PROPERTIES DWYER STREET PTY LTD

ACN 1 1 0 5 1 1 9 2 3



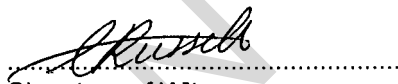
Signature of Attorney

## 4. Transferee/s

Transferee

Given Name/s SHAMSO MOHAMED

Family Name AWEYS



Signature of Witness

## 5. Manner of Holding

SOLE PROPRIETOR

## 6. Address/es of Transferee/s

Address of Transferee

Unit	Street No	15
Street Name	MULBERRY	
Street Type	STREET	
Locality	HEIDELBERG WEST	
State	VIC	Postcode 3081

## 7. Directing Party

None

## 8. Consideration

\$ 239,000

## 9. Signing

**464 171277548**

**AQ596522E**

# Transfer of Land

Section 45 Transfer of Land Act 1958

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

*Transferee*

SHAMSO MOHAMED AWEYS

*Signature of Transferee*

*Transferee Witness*

*Signature of witness*

## 10. Date

Date: (DD/MM/YYYY) 17.11.17

## 11. Lodging Party

Customer Code **WBC**  
Reference **Code 12690B**  
~~JL-162024 P~~

*Duty Use Only*

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# Memorandum of Common Provisions

## Section 91A Transfer of Land Act 1958

P  
T.  
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se

AA2738

14/07/2015

\$59.80

MCP



Lodged by:

Name: HWL EBSWORTH LAWYERS  
Phone: +61 3 8644 3500  
Address: Level 26, 530 Collins Street  
Melbourne VIC 3000  
Reference: MP:242178  
Customer Code: 0985 X

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

### PROVISIONS

#### 1. Purpose

These Guidelines set out the requirements of National Pacific Properties (Kalkallo) Pty Ltd ("NPP") to maintain the quality of development and to achieve a suitable neighbourhood character in order to protect the amenity of land subdivided for the benefit of residents and owners. Consent is required from NPP for the construction of a dwelling and any associated outbuildings on a lot. These Guidelines are enforced via a Restriction on the Plan of Subdivision. Your design must meet the requirements set out in the Building Regulations 2006 and the Notice of Restriction attached to the Plan of Subdivision.

#### 2. General

NPP encourages architecturally designed homes. Homes will be considered on merit by the Design Assessment Panel ("DAP") and NPP reserves the right to approve designs in its absolute discretion. Please note that all dwellings are required to achieve a minimum 6 star energy rating for compliance with the Building Code of Australia. To achieve this, the design process should give due consideration to elements such as solar orientation, external materials, substantial eaves and sunscreens, glazing location and design, thermal insulation, solar hot water and rainwater tanks. The following restrictions also apply;

- Only one dwelling may be built on any one lot (except in accordance with relevant statutory requirements for a dependent persons unit);
- No dwelling is permitted to be built having split log walls, or any kit home, relocatable home, transportable or temporary dwelling structure or caravan;
- Lots may not be further subdivided; and
- Lots may not be amalgamated.

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1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments and plans.

# Memorandum of Common Provisions

## Section 91A Transfer of Land Act 1958

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### 3. Submission of Designs

All designs must be approved by the DAP before obtaining building permits. All plans and other relevant drawings must be submitted by email (as an A3 scale pdf file) to [land@nationalpacific.com.au](mailto:land@nationalpacific.com.au)

The submission must include the following (all plans at a scale of not less than 1:100):

- A siting plan (dimensioned and drawn to scale) of the dwelling, all associated outbuildings and landscaping. This plan must include: fencing details, driveway location and materials, other hard paving location and materials;
- Floor plan and layout of the dwelling and garage showing all rooms, windows, external doors, external fixtures and nominated floor levels;
- Full elevations with wall heights and all external cladding materials and colours, including garage door; &
- A landscape plan including the location and species of trees.

### 4. Dwelling Size

Minimum dwelling sizes, measured at the external face of the external walls, (excluding garages, porticos, verandahs, alfresco areas and other unenclosed areas) are as follows:

- For lots less than 300m<sup>2</sup> please refer to the Small Lot Code Standards,
- For lots between 300m<sup>2</sup> to 400m<sup>2</sup>: 100m<sup>2</sup> minimum floor area;
- For lots between 401m<sup>2</sup> and 450m<sup>2</sup>: 120m<sup>2</sup> minimum floor area; and
- For lots larger than 451m<sup>2</sup>: 150m<sup>2</sup> minimum floor area

All dwellings must only be built within the nominated building envelope for each lot (allowable encroachments are described within Section 5.1). Irrespective of the building envelope, the building site coverage for lots greater than 300m<sup>2</sup> must not exceed 70% of the size of the lot. For lots smaller than 300m<sup>2</sup> refer to the Small Lot Code for site coverage requirements

### 5. Setbacks

For all lots shown on the plan of subdivision, a building envelope is to apply and no building or part thereof shall be located outside the building envelope except for the features listed in Section 5.1 or with the written consent of Hume City Council and the DAP.

A detailed Building Envelope Plan is provided in Schedule 1 showing applicable building envelopes. All setbacks must comply with the Building Envelope Plan and the features listed in Section 5.1.

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### 5.1. For lots 501m2 or larger the following standards apply;

- The garage must be setback a minimum of 5000mm from the title boundary and not set forward of the dwelling, it must be located a minimum of 840mm setback from the front building line of the dwelling.
- For dwellings and garages that are not built on or within 200mm of the side boundary, they must be set back a minimum of 1m from the side boundary.
- Verandahs, porticos and entries are permitted to encroach 1.5m into the front setback area (outside the building envelope).
- Eaves are permitted to be located outside of the building envelope.

### 5.2. On a corner lot, verandahs, porticos and entries are permitted to encroach 500mm into the side setback area.

### 5.3. For lots 300m2-500m2 the following standards apply;

- For single storey dwellings the garage opening (door) is to occupy no more than 40% of the width of the lot frontage. For lots less than 12.5m in width the garage opening (door) is to occupy no more than 60% of the width of the lot frontage.
- Eaves are permitted to be located outside of the building envelope.

The garage must not be set forward of the dwelling, it must be located 840mm behind the main building line of the dwelling or 5000mm from the front title boundary, whichever is the greater.

## 6. Street Address- Façade and External Finishes

- The façade must be constructed using a mixture of external building materials. Excluding windows, at least 20% of the façade must contrast with the main finish. Interesting materials will be encouraged.
- External walls (excluding windows) must be constructed of a minimum of 50% brick, brick veneer, stone, rendered fibrous cement panels, or masonry veneer.
- All external building materials must be in muted tones.
- The dwelling must incorporate a main entry visible to the street with a letterbox, windows and front door.
- The front of the dwelling must incorporate a verandah, entrance portico or covered porch at the front door, with an area of at least:
  - 4m<sup>2</sup> and a depth of at least 1m for lots larger than 400m<sup>2</sup>
  - 3m<sup>2</sup> and a depth of at least 1m for lots smaller than 400m<sup>2</sup>
- The dwelling façade must be different to those of neighbouring houses (within three house lots on either side, and on both sides of the street).
- Dwellings on corner lots must address both street frontages. The dwelling must be designed to address the street corner by incorporating elements of the front elevation,

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such as windows, a return verandah or balcony or some other measure which will assist in softening the mass of the building.

- Reflective glazing and excessively tinted glass will not be permitted.

### 7. Building Heights & Roof Form

- Single storey dwellings must have a minimum ceiling height of 2.4m.
- Multiple storey dwellings must not exceed a height of 10m unless otherwise approved by the DAP. Non-conventional roof designs which provide diversity are encouraged and will be assessed on their merit. Alternatively, a conventional roof is to have a minimum roof pitch of 22.5 degrees.
- Roof materials (whether tiles or metal) must be in muted tones with non-reflective low-glare finishes. The use of zincalume, galvanized steel or any type of high glare roof material is not allowed or permitted.
- Unless otherwise specified, or considered as meeting the overall objectives of the guidelines by the DAP, all roofs must be designed having a minimum eaves width of 450mm. On single storey dwellings, eaves to the frontage of the dwelling must return and continue a minimum distance of 3m along the connecting return wall and or walls from the said frontage. Walls constructed on side boundaries (zero lot line) will be exempt from the eaves requirements unless otherwise directed by the DAP. Corner lot dwellings must include eaves to both street frontages unless otherwise approved by the DAP and double storey dwellings must include eaves around the entire perimeter of the second level.

### 8. Overlooking

- For dwellings on an east-west axis, second storey windows on the south side must have a sill height of 1.7m or be made of obscure glazing or be screened.
- For dwellings on a north-south axis, second storey windows on the west side must have a sill height of 1.7m or be made of obscure glazing or be screened

### 9. Private Open Space

An area of secluded private open space must be provided that is directly accessible from the living areas of the dwelling. The open space should be located on the northern side of the dwelling wherever possible.

### 10. Garages & Driveways

- All dwellings must provide off-street parking for two cars unless otherwise noted on the Building Envelope Plan, at least one of which must be covered within a lock-up garage to be designed as an integral part of the home using similar walls, roof forms, colours and materials.
- Lots that have a width of 12.5m or greater must have a double lock-up garage.
- Lots that have a width less than 12.5m, must have a single lock-up garage.

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- Garages must not sit forward of the dwelling and either be a min of 5000mm from the title boundary or 840mm behind the front façade (the main building line) whichever is greater or on lots between 300-500m<sup>2</sup> must be setback 840mm behind the dwelling or 5000mm from the front title boundary, whichever is the greater.
- Double garages must not exceed 7m in width and triple garages in a continuous line addressing the street will not be permitted. Triple garages must have a split or articulated façade sufficient to prevent the doors from appearing in a single plane.
- For single storey dwellings the garage opening (door) is to occupy no more than 40% of the width of the lot frontage. For lots less than 12.5m in width the garage opening (door) is to occupy no more than 60% of the width of the lot frontage.
- Garages and doors must complement the overall house design and external colour scheme. Panel lift or sectional doors are required to the front of the garage and roller doors are not permitted to address any street; they may be used for the rear of the garage where it cannot be viewed from the street.
- Driveways must be constructed from: coloured concrete, brick or natural stone pavers, or exposed aggregate concrete. Plain concrete (including painted concrete) driveways are not permitted under any circumstance.
- Driveways must be set back a minimum of 400mm from the side boundary to allow for landscaping.
- Driveways must be constructed within 30 days of issue of the Certificate of Occupancy.
- Where a zero garage setback is indicated on the Building Envelope Plan, the garage may be located up to 200mm from the boundary to be deemed on the boundary. If the garage is not built on the boundary, it must be setback at least 1 metre from the boundary.
- The building envelope has nominated positions for crossovers (driveways) and predominantly does not provide for garages to be built side by side. Relocation of a crossover is subject to DAP approval and Council requirements.

### 11. External Fixtures, plumbing and ancillary equipment

- Air conditioners and evaporative coolers must be located below the ridge line, coloured to match the roof and not be visible from the front street, nor the secondary street if a corner lot.
- Television antennae and satellite dishes must be unobtrusive and be positioned at the rear of the dwelling.
- Solar hot water systems are encouraged, but must be located and coloured to minimize their visibility from the street. Tanks of solar hot water systems must not be visible from the street.

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- Photovoltaic panels are encouraged but must be located and coloured to minimize their visibility from the street
- Garden sheds/out buildings must not have a roof height of more than 2.5m or a floor area of more than 20m<sup>2</sup> and they must not be visible from the street.
- Waste and recycling bins must be concealed from the street.
- Letterboxes should be designed of similar materials and colours and finishes to compliment the dwelling.
- External plumbing is to be concealed from public view except for downpipes and gutters which must complement the house colour.
- 3rd pipe, or recycled water, will be provided to the estate therefore provision of dual plumbing is required to utilise this system.

### 12. NBN

- NBN Co will install fibre in this new development. It is important that homes while under construction are prepared in accordance with NBN Co's requirements. This will ensure that the equipment required to deliver the network can be successfully installed within a dwelling to eliminate the possibility of additional work and costs.
- NBN Co's Preparation and Installation Guide has been developed to help avoid delays and unnecessary additional costs to both builders and residents. A two page flyer outlining the key requirements is available. These documents can be found in NBN Co's website ([www.nbnco.com.au](http://www.nbnco.com.au)) refer to the Technical Guidelines page.

### 13. Fencing

- Front boundary fencing and fencing forward of the building line is not encouraged and will only be approved at the discretion of the DAP.
- Front boundary fencing and fencing forward of the building line, if provided, must not be higher than 1m, must achieve a minimum transparency of 40%, must not be timber paling, and must be co-ordinated with the house colours and materials.
- Side and rear fencing (of non-corner lots) must be capped timber 1.8m paling fence which returns at 90° to the side of the house at least 500mm setback from the corner of the dwelling.

### 14. Landscaping

- Landscaping of the front yard must be completed within 6 months of the issue of the Occupancy Permit.
- No more than 60% of the front garden is to be hard paved. This includes your driveway.

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- For lots smaller than 448m<sup>2</sup> the front landscaping must include at least one advanced tree species capable of achieving a height of at least 5m at maturity.
- For lots 448m<sup>2</sup> or larger, the front landscaping must include at least two advanced trees species capable of achieving a height of at least 5m at maturity.
- The 400mm landscape strip between the driveway and the side boundary must have adequate planting.
- All garden bed areas within the front yard must be edged using brick, timber, steel or spaded edges and be planted with:
  - A minimum of 10 medium to large shrubs (from 200mm pot size at installation) and;
  - A minimum of 20 smaller shrubs or ground cover plants (from 150mm pot size at installation) and;
- All garden beds are to be mulched to a depth of 150mm. At least 20% of the lot area must be pervious.

### Retaining Walls

- Retaining walls must not exceed 1.2m in height unless they are terraced or sloped back to allow for landscaping to break up the overall height of the wall.
- Retaining walls at the front and alongside street boundaries of sloping lots require careful attention to detail. All retaining walls will be assessed on their individual merit. Retaining walls are to be constructed from natural stone, split face concrete, timber sleepers with minimum width and depth dimensions of 120mm x 220mm and other materials in a style that match those provided elsewhere within the estate.
- Where retaining walls are visible from the street (ie primary or secondary street frontage), they should be constructed in a material that complement the streetscape and that match those retaining walls provided elsewhere within the estate.
- All retaining walls require the approval and endorsement of the DAP and must be fully documented and structurally approved in the plans submitted for endorsement.
- Thought should be given to providing a landscaping strip of approximately 300 mm in front of the retaining wall to soften the height.

### 15. Completion of Works

The construction of all dwellings must be commenced within twelve (12) months of settlement of the lot.

All dwellings must be completed within twelve (12) months of work commencing.

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## 16. Maintenance of lots and nature strips

The purchaser and the purchaser's builder is responsible for maintenance of the lot and protection of the street trees within the nature strip adjoining the lot. The purchaser agrees to meet any reasonable costs incurred by the Vendor to clean up rubbish or replace street trees that have been damaged

## 17. Termination

These guidelines will cease to operate and have effect on the date that is 5 years from the date of the registration of the Plan of Subdivision on which any lot is situated.

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



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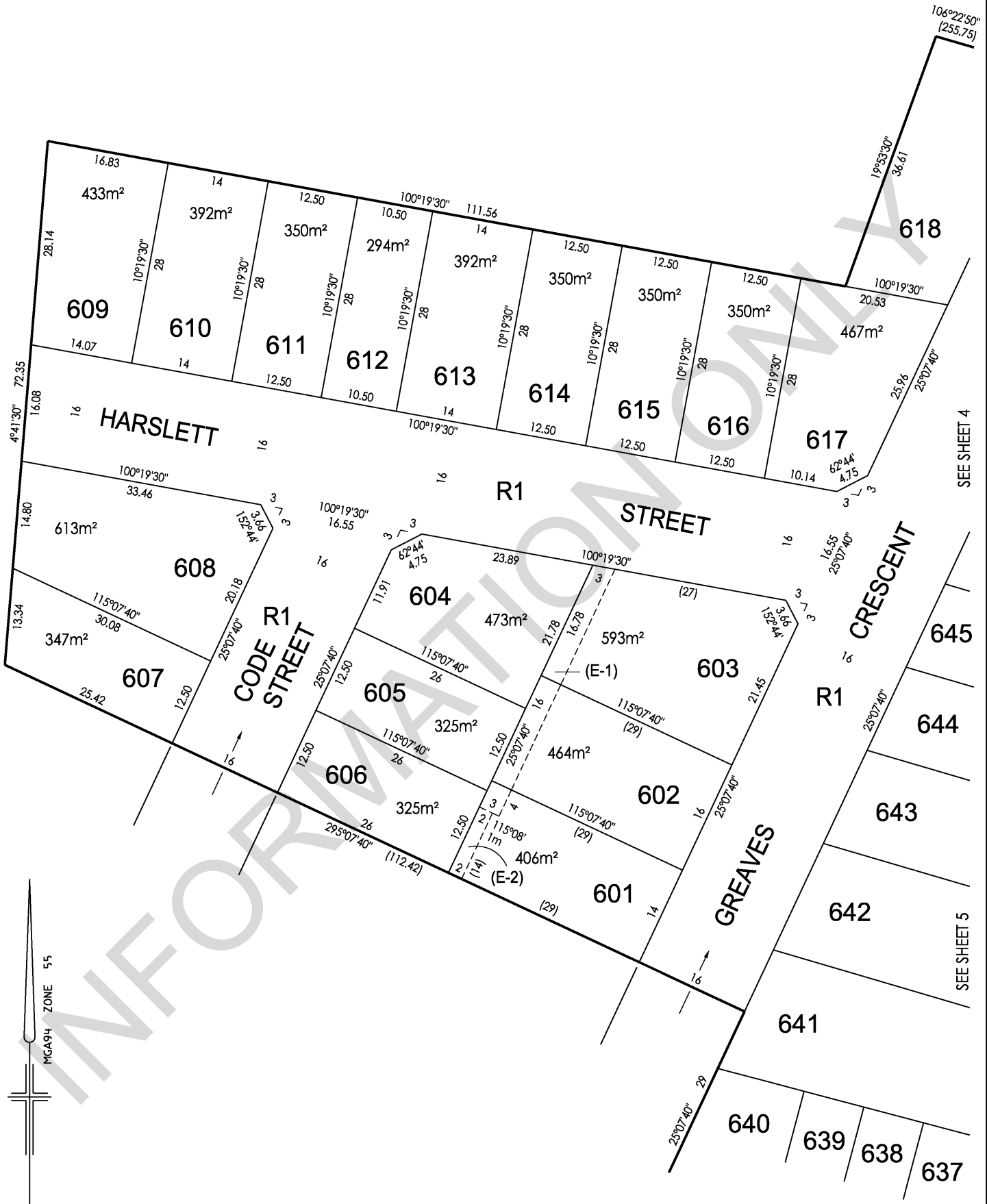
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	<b>PLAN OF SUBDIVISION</b>	<b>LRS USE ONLY EDITION 1</b>	<b>PLAN NUMBER PS 738390T</b>											
<b>LOCATION OF LAND</b> <b>PARISH:</b> KALKALLO  <b>TOWNSHIP:</b> -----  <b>SECTION:</b> -----  <b>CROWN ALLOTMENT:</b> -----  <b>CROWN PORTION:</b> 23 (PART)  <b>TITLE REFERENCES:</b> VOL 11681 FOL 805  <b>LAST PLAN REFERENCE:</b> LOT B PS742721X  <b>POSTAL ADDRESS: (at time of subdivision)</b> KALKALLO DRIVE KALKALLO 3064  <b>MGA 94 CO-ORDINATES: (of approx. centre of plan)</b> E: 319570 ZONE: 55 N: 5843560 DATUM: GDA94		Council Name: Hume City Council  Council Reference Number: S007825 Planning Permit Reference: P15826 SPEAR Reference Number: S082042E  Certification  This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 22/09/2016  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied has been made and the requirement has been satisfied for: this plan at Statement of Compliance (Document updated 30/10/2017)  Digitally signed by: Antonino Magazzu for Hume City Council on 14/08/2017  Statement Of Compliance issued: 30/10/2017												
<b>VESTING OF ROADS OR RESERVES</b>		<b>NOTATIONS</b>												
IDENTIFIER	COUNCIL/BODY/PERSON	<b>THIS IS A SPEAR PLAN</b>  <b>AN MCP APPLIES TO LOTS ON THIS PLAN VIDE RESTRICTION.</b>  TANGENT POINTS ARE SHOWN THUS:   LOTS 1 TO 600 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN  <b>TOTAL ROAD AREA: 8640m²</b>  <b>OTHER PURPOSE OF PLAN</b>  REMOVAL OF THAT PART OF EASEMENT (E-2) CREATED ON PS742721X EXISTING OVER ROAD R1 ON THIS PLAN  <b>AUTHORITY</b>  BY AGREEMENT, SEC 6(1)(k) SUBDIVISION ACT 1988												
ROAD R1	HUME CITY COUNCIL													
<b>NOTATIONS</b>														
DEPTH LIMITATION DOES NOT APPLY		<b>SURVEY: THIS PLAN IS BASED ON SURVEY</b>  THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). 30 & 72  IN PROCLAIMED SURVEY AREA No. 74  <b>STAGING</b> THIS IS NOT A ESTATE SUBDIVISION PLANNING PERMIT No. P18628												
<b>SURVEY:</b> THIS PLAN IS BASED ON SURVEY														
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). 30 & 72 IN PROCLAIMED SURVEY AREA No. 74														
<b>ESTATE:</b> KALLO ESTATE 6		<b>AREA:</b> 2.998 ha	<b>No. OF LOTS:</b> 54	<b>MELWAY:</b> 367:F:4										
<b>EASEMENT INFORMATION</b>														
<b>LEGEND:</b> A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)														
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF										
(E-1)	DRAINAGE	SEE PLAN	THIS PLAN	HUME CITY COUNCIL										
(E-1)	SEWERAGE	SEE PLAN	THIS PLAN	YARRA VALLEY WATER										
(E-2)	SEWERAGE	SEE PLAN	THIS PLAN	YARRA VALLEY WATER										
(E-3)	CARRIAGEWAY	SEE PLAN	PS742721X	LOT A ON PS742721X										
(E-3)	DRAINAGE	SEE PLAN	PS742721X	HUME CITY COUNCIL										
(E-3)	SEWERAGE	SEE PLAN	PS742721X	YARRA VALLEY WATER CORPORATION										
(E-3)	SUPPLY OF WATER THROUGH UNDERGROUND PIPES	SEE PLAN	PS742721X	YARRA VALLEY WATER CORPORATION										
(E-3)	POWERLINE	SEE PLAN	PS742721X - SEC 88 ELECTRICITY INDUSTRY ACT 2000	AUSNET ELECTRICITY SERVICES PTY LTD (ABN 91 064 651 118)										
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PLAN OF SUBDIVISION

PLAN NUMBER  
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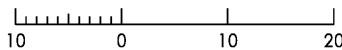
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LENGTHS ARE IN METRES

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SHEET 3

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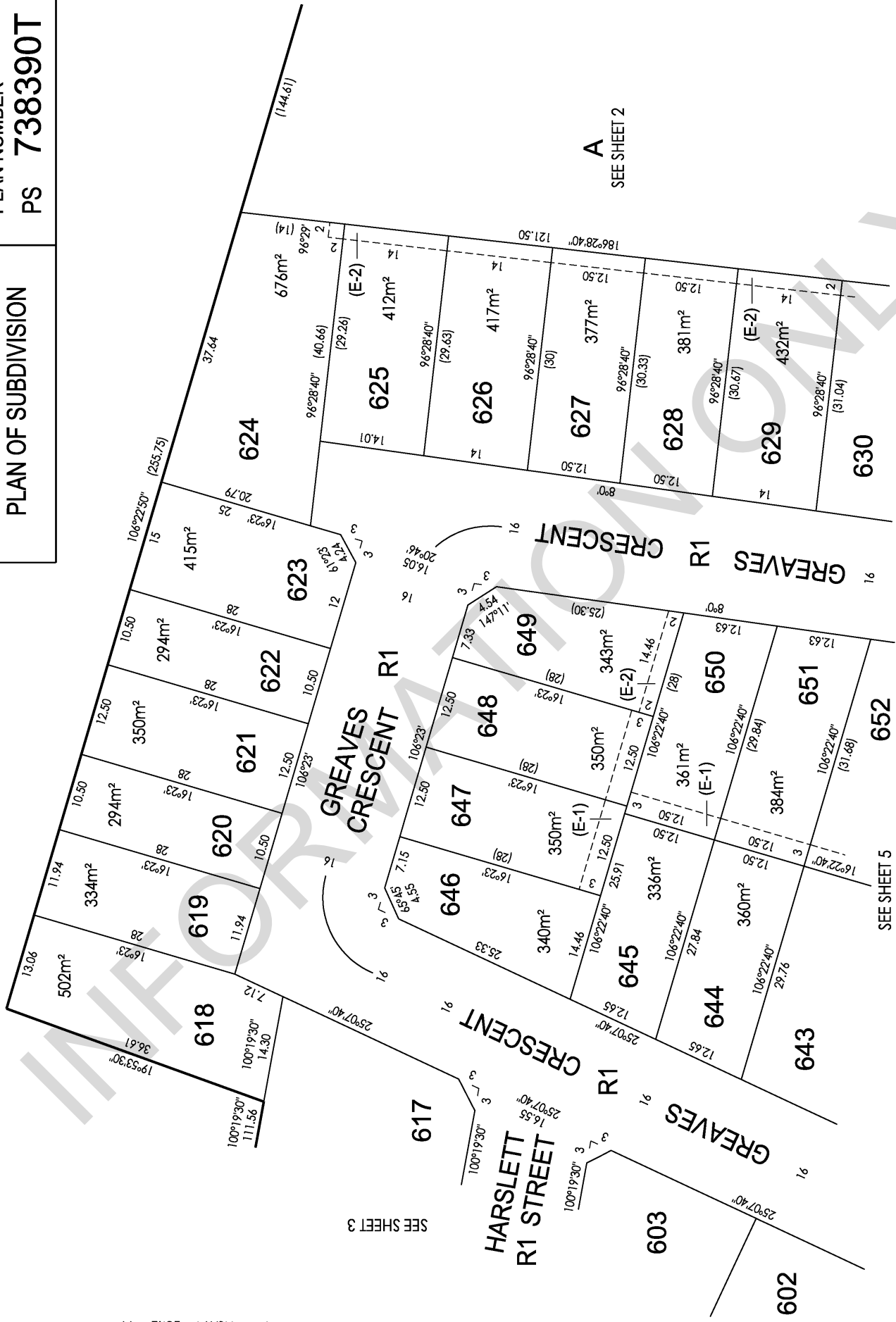
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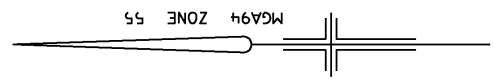
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

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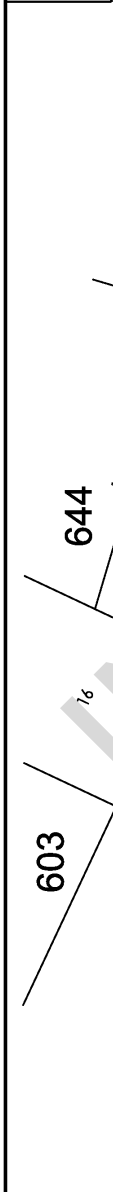


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Digitally signed by: Geoff Humphrey (Breese Pitt Dixon Pty Ltd), Surveyor's Plan Version (11), 01/08/2017, SPEAR Ref: S082042E			
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**Breese Pitt Dixon Pty Ltd**  
 1/19 Cato Street  
 Hawthorn East Vic 3123  
 Ph: 8823 2300 Fax: 8823 2310  
[www.bpd.com.au](http://www.bpd.com.au) [info@bpd.com.au](mailto:info@bpd.com.au)

SCALE  
1:500

LENGTHS ARE IN METRES



MGA94 ZONE 55

PLAN OF SUBDIVISION

PLAN NUMBER  
PS 738390T

**SUBDIVISION ACT 1988**  
**CREATION OF RESTRICTION**

Upon registration of the plan, the following restrictions are to be created.

For the purposes of these restrictions:

- (a) A "dwelling" means a building that contains self contained living accommodation.
- (b) A "building" means any structure except a fence.
- (c) "Front Boundary" means the boundary to which the front facade of the dwelling is facing
- (d) "Design Guidelines" mean the Design and Siting Guidelines, a copy of which can be found in MCP AA 2738

**Restriction Number : 1** Land to benefit : Lots 601 to 654 (both inclusive)  
Land to be burdened: Lots 601 to 654 (both inclusive)

Description of Restriction : The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened shall not, without the permission of Hume City Council, construct or permit to be constructed or allow to remain any dwelling or building that does not comply with the requirements as described in MCP AA 2738

All the conditions of these Design Guidelines shall terminate 10 years from the Registration of the Plan of Subdivision.

**Restriction Number : 2**

TABLE OF BURDENED AND BENEFITTING LOTS:

BURDENED LOT No:	BENEFITTING LOTS:
601	602, 605, 606
602	601, 603, 604, 605
603	602, 604
604	602, 603, 605
605	601, 602, 604, 606
606	601, 605
607	608
608	607
609	610
610	609, 611
611	610, 612
613	612, 614
614	613, 615
615	614, 616
616	615, 617
617	616, 618
618	617, 619
619	618, 620
621	620, 622
623	622, 624
624	623, 625
625	624, 626
626	625, 627

BURDENED LOT No:	BENEFITTING LOTS:
627	626, 628
628	627, 629
629	628, 630
630	629, 631
631	630, 632
632	631
633	634, 654
640	639, 641
641	637, 638, 639, 640, 642, 654
642	641, 643, 653
643	642, 644, 652
644	643, 645, 651
645	644, 646, 647, 650
646	645, 647
647	645, 646, 648, 650
648	647, 649, 650
649	648, 650
650	645, 647, 648, 649, 651
651	644, 650, 652
652	643, 651, 653
653	642, 652, 654
654	633, 634, 635, 636, 637, 641, 653

Description of Restriction : The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened shall not, without the permission of Hume City Council, construct or permit to be constructed or allow to remain any dwelling outside the area shown "hatched" within sheets 7 to 9 (both inclusive) of this plan.

This restriction will cease to apply to any lots affected after the issue of the Certificate of Occupancy (or the like) under the Building Regulations 2006 or similar legislation for the whole of a dwelling on a lot to which the building envelope applies.

**Restriction Number : 3**

Land to benefit : Lots 601 to 654 (both inclusive)  
Land to be burdened: Lots 612, 620, 622 and 634 to 639 (both inclusive)

Description of Restriction : The registered proprietor or proprietors for the time being of any lot forming part of the land to be burdened shall not, without the permission of Hume City Council, build or permit to be built or remain on the lot or any part of it for lots less than 300m<sup>2</sup> any dwelling unless in accordance with the Small Lot Housing Code or unless a Planning Permit allowing the construction on lots less than 300m<sup>2</sup> has been obtained from Hume City Council. For the purposes of the Small Lot Housing Code Lots 612, 620, 622 and 634 to 639 (both inclusive) are Type A lots.



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1/19 Cato Street  
Hawthorn East Vic 3123  
Ph: 8823 2300 Fax: 8823 2310  
www.bpd.com.au info@bpd.com.au

SCALE

ORIGINAL SHEET SIZE A3

SHEET 6

REF: 7842/6

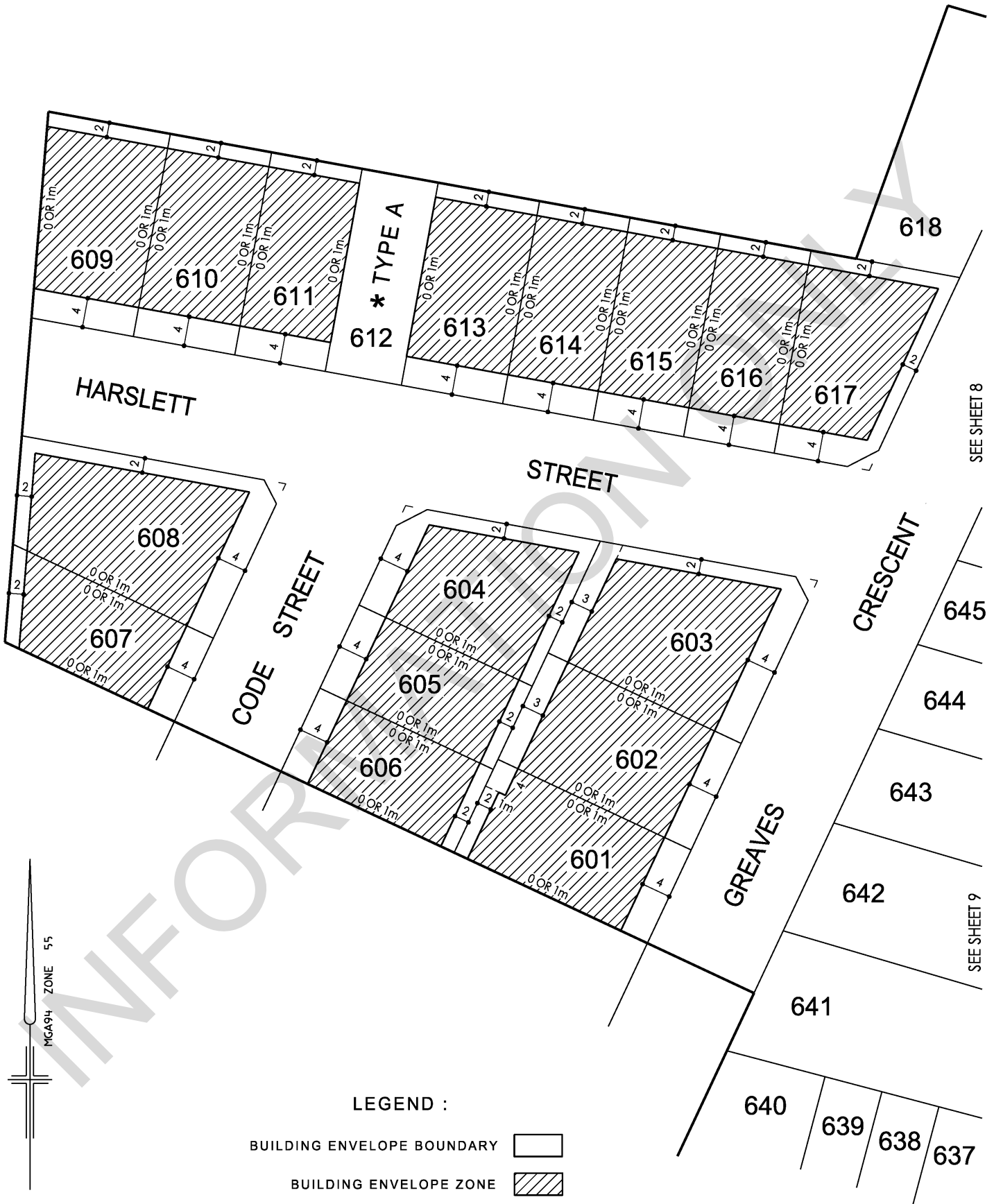
VERSION: 11

Digitally signed by: Geoff Humphrey (Breese Pitt Dixon Pty Ltd),  
Surveyor's Plan Version (11),  
01/08/2017, SPEAR Ref: S082042E

Digitally signed by:  
Hume City Council,  
14/08/2017,  
SPEAR Ref: S082042E

PLAN OF SUBDIVISION

PLAN NUMBER  
PS 738390T



LEGEND :

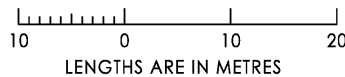
- BUILDING ENVELOPE BOUNDARY
- BUILDING ENVELOPE ZONE



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Hawthorn East Vic 3123  
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SCALE

1:500



ORIGINAL SHEET SIZE A3

SHEET 7

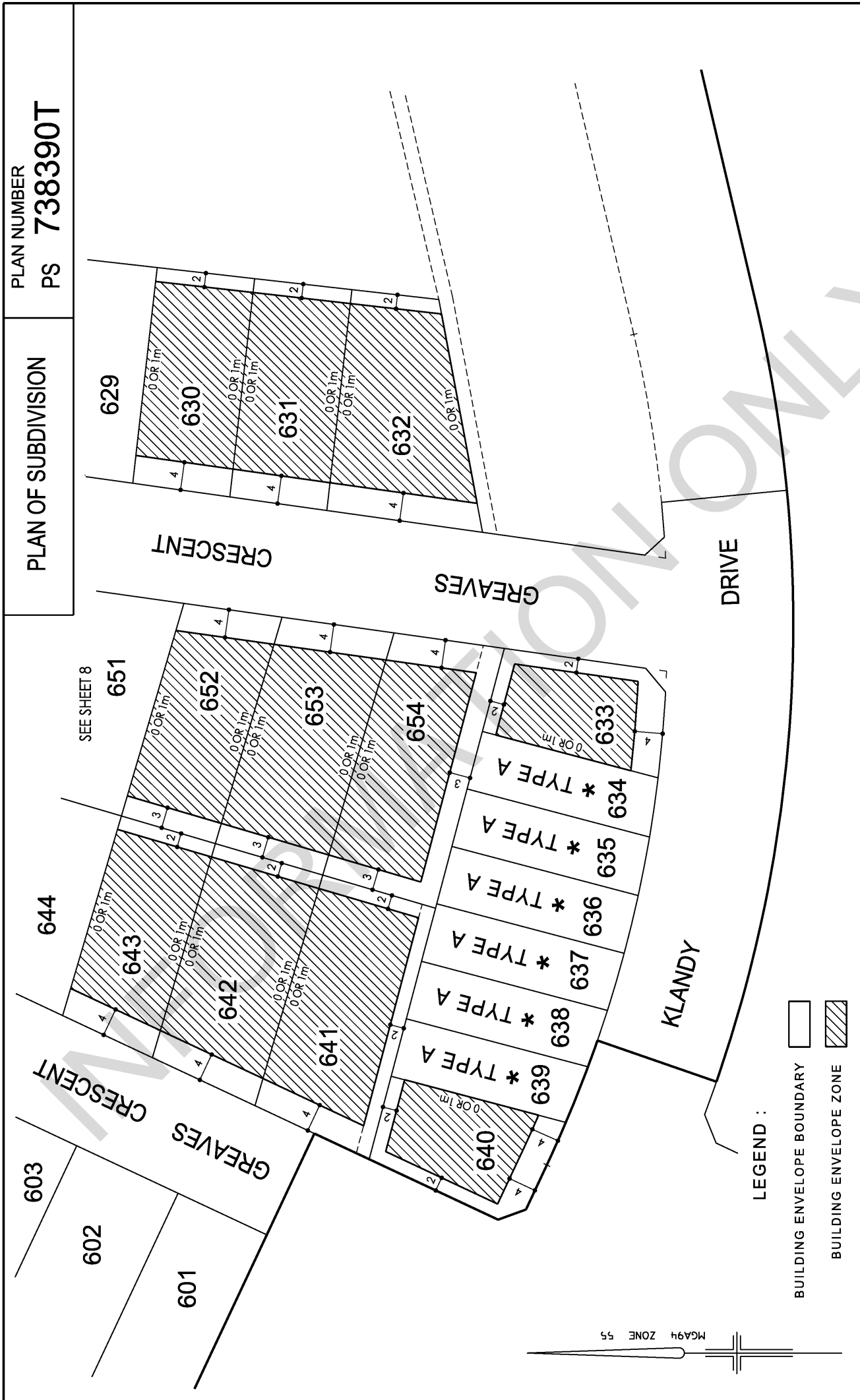
REF: 7842/6

VERSION: 11



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14/08/2017,  
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PLAN OF SUBDIVISION  
 PLAN NUMBER  
 PS 738390T

 <p><b>Breese Pitt Dixon Pty Ltd</b>                  1/19 Cato Street                  Hawthorn East Vic 3123                  Ph: 8823 2300 Fax: 8823 2310                  www.bpd.com.au info@bpd.com.au</p>	<p><b>SCALE</b>                  1:500</p>	 <p>LENGTHS ARE IN METRES</p>	<p><b>REF: 7842/6</b>    <b>VERSION: 11</b></p> <p>Digitally signed by: Geoff Humphrey (Breese Pitt Dixon Pty Ltd),                  Surveyor's Plan Version (11),                  01/08/2017, SPEAR Ref: S082042E</p>	<p><b>ORIGINAL SHEET SIZE A3</b>    <b>SHEET 9</b></p> <p>Digitally signed by:                  Hume City Council,                  14/08/2017,                  SPEAR Ref: S082042E</p>
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# Rates and charges instalment notice

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



S M AWEYS

PROPERTY NUMBER: 717762  
PAYMENT REFERENCE: 9916123  
DATE OF ISSUE: 24/01/2025



For emailed notices:  
[hume.enotices.com.au](http://hume.enotices.com.au)  
Reference: 633A6F5FBZ



030  
I000175  
DLX1\_407

PROPERTY DETAILS		
4 GREAVES CRES KALKALLO VIC 3064 Lot 641 PS 738390T Vol 11927 Fol 652 Owner Details: SHAMSO MOHAMED AWEYS		
Site Value	Capital Improved Value	Net Annual Value
\$400,000	\$400,000	\$20,000
Level of Value Date: 01/01/2024 Date Adopted for Rating Purposes: 01/07/2024		

INSTALMENT AMOUNT DUE
\$3,961.73
DUE DATE
28/02/2025

### Customer Service Centres

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

### Contact Council

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

RATES AND CHARGES	
Overdue Amount	\$3631.73
3rd Instalment	\$330.00
<b>TOTAL PAYABLE BY 28/02/2025</b>	<b>\$3,961.73</b>
This notice includes payments made to 24/01/2025	



Scan here to pay



**FlexiPay**

Easily apply for direct debit

Pay via credit card or bank account

Manage your payments online with eNotices

## HOW TO PAY

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



**BPAY** (BPAY View Registration No: 9916123 )  
Access Bpay via your internet banking  
BILLER CODE: 12500  
REF: 9916123



**POST BILLPAY**  
BILLPAY CODE: 0862  
REF: 9916 123



\*862 9916123



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



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



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



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

# Your quarterly bill



MR S AWEYS

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

Account number 42 8668 9035  
Invoice number 4288 3982 65762  
Issue date 22 Mar 2023  
Tax Invoice Yarra Valley Water ABN 93 066 902 501

Amount due  
**\$216.28**

Due date  
**12 Apr 2023**

Please pay overdue  
balance of \$189.24 now

## Summary

4 GREAVES CRES, KALKALLO

Property Number 5178 388, PS 738390

Product/Service

Yarra Valley Water Total

Amount

\$0.00

Other Authority Charges

Waterways and Drainage Charge on behalf of Melbourne Water

\$27.04

**TOTAL** (GST does not apply)

**\$27.04**

## Payment summary

Last Account	\$189.24
Paid/Adjusted	\$0.00
Balance	\$189.24
Total this Account	+\$27.04
<b>Total Balance</b>	<b>\$216.28</b>

No water usage has been charged on this account.



## How to pay



\*3042 428839826576 2



### 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: 428690463



### BPAY®

Bill code: 344366  
Ref: 428 6689 0353



### Centrelink

Arrange regular deductions from your Centrelink payments.

Visit [yvwm.com.au/paying](http://yvwm.com.au/paying)  
CRN reference: 555 054 118T



### Credit card

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



### 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: 4288 3982 65762

MR S AWEYS

Account number 42 8668 9035

Invoice number 4288 3982 65762

**Total due \$216.28**

Due date 12 Apr 2023

Amount paid \$

**Overdue balance \$189.24 due now**

## Detail of charges

No water usage has been charged on this account.

## Your charges explained

### → Other authority charges

#### Waterways and drainage charge

1 January 2023 - 31 March 2023

Collected on behalf of Melbourne Water and used to manage and improve waterways, drainage, and flood protection. For more information visit

[melbournewater.com.au/wwdc](https://melbournewater.com.au/wwdc)

## Financial assistance


Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you.

Please call us on **1800 994 789** or visit [yvw.com.au/financialhelp](https://yvw.com.au/financialhelp).

Registering your concession can also reduce the amount you need to pay.

Please call us on **1800 680 824** or visit [yvw.com.au/concession](https://yvw.com.au/concession).

## Contact us

 **Enquiries** 1300 304 688

**Faults and Emergencies** 13 27 62 (24hr)

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

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

 **TTY Voice Calls** 133 677

 **Speak and Listen** 1300 555 727

### For language assistance

العربية 1300 914 361

廣東話 1300 921 362

Ελληνικά 1300 931 364

普通话 1300 927 363

For all other languages call our translation service on **03 9046 4173**



Next meter reading:

N/A

Mr S Aweys

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

**Account number** 4286689035  
**Issue date** 22 Jan 2026

**Property address** 4 Greaves Cres  
Kalkallo

**Property reference** 5178388

Yarra Valley Water ABN 93 066 902 501

## Statement of transactions

Statement period 22 Jan 2026 to 22 Jan 2026

Date	Transaction	Period	Usage	Debit	Credit	Balance
22/01/26	Balance Brought Forward					\$187.98
22/01/26	Cancelled Balance Brought Forward			\$386.98		\$574.96
<b>Balance</b>				<b>\$386.98</b>	<b>\$0.00</b>	<b>\$574.96</b>

### Download a statement anytime online

1. Login or register for an online account at [myaccount.yvw.com.au](https://myaccount.yvw.com.au)
2. Go to Bills & Payments to download a detailed transaction
3. Choose your preferred dates and format (PDF or Excel)

INFORMATION ONLY

# PLANNING PERMIT



Permit No.:  
Planning scheme:  
Responsible authority:

P18628  
Hume Planning Scheme  
Hume City Council

ADDRESS OF THE LAND:  
(Lot 1 TP 944552F Vol 11164 Fol 599),  
705-725 DONNYBROOK RD  
KALKALLO VIC 3064

THE PERMIT ALLOWS:  
MULTI-LOT SUBDIVISION, CREATION OF RESTRICTION AND CONSTRUCTION OF  
DWELLINGS ON LOTS LESS THAN 300SQM IN ACCORDNACE WITH THE ENDORSED  
PLANS

NOTE: THIS IS A PLANNING PERMIT - NOT A BUILDING APPROVAL. IF THIS PROPOSAL INCLUDES ANY BUILDING WORK A BUILDING APPROVAL UNDER THE BUILDING ACT 1993 ('The Act') WILL ALSO BE REQUIRED. IF ANY SUCH PLAN ENDORSED WITH THIS PERMIT NEEDS TO BE MODIFIED TO MEET ANY REQUIREMENTS FOR BUILDING APPROVAL OR FOR ANY OTHER REASON YOU MUST SUBMIT ANY SUCH MODIFIED PLAN TO THE COUNCIL'S PLANNING DEPARTMENT FOR ENDORSEMENT.

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Before the plan of subdivision is certified under the Subdivision Act 1988, amended plans must be submitted to and approved by the Responsible Authority. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be in accordance with the plans submitted with the application but modified to show:
  - a) The alignment for a shared path link from the south western corner of the public open space area south to Donnybrook Road
  - b) A 3m wide shared path on the northern side of Donnybrook Road up to the edge of the property boundary as required by the Lockerbie Precinct Structure Plan
  - c) A typical cross section of the 18m wide road reserve abutting the encumbered land for conservation and drainage
2. The layout of the subdivision as shown on the endorsed plans must not be altered or modified except with the written consent of the Responsible Authority.
3. The subdivision of the land must proceed in the order of the stages shown on the endorsed plans except with the prior written consent of the Responsible Authority.

Date issued: 19 October 2015

Signature for the  
responsible authority:

A handwritten signature in black ink, appearing to read 'S. M. M.', written over a horizontal line.

1079 PASCOE VALE ROAD BROADMEADOWS VICTORIA 3047 TELEPHONE 03 9205 2200 FACSIMILE 03 9309 0109  
BUILDING A FUTURE TOGETHER

PERMIT NO: P18628

Sheet 2 of 19

**Fire Prevention:**

4. The holder of this permit is required to submit a Wildfire Management Plan to Council's Municipal Fire Prevention Officer prior to October each year, for the duration of the subdivision construction.

**Development Contributions**

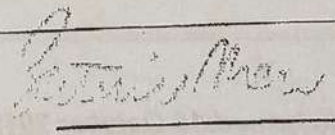
5. A Development Infrastructure Levy, as it applies, in accordance with the provisions of the Lockerbie Precinct Structure Plan Development Contributions Plan, must be paid by the applicant to Hume City Council after certification of the relevant plan of subdivision for that particular stage but 21 days or less prior to the issue of a Statement of Compliance in respect of that plan under the Subdivision Act 1988.
6. Where the subdivision is to be developed in stages, the levies only for that stage to be developed are to be paid to Hume City Council not less than 21 days prior to the issue of a Statement of Compliance in respect of that stage, provided that a Schedule of Development Contributions is submitted with each stage of the plan of subdivision. This Schedule must show the amount of development contributions payable for each stage and value of the contributions in respect of prior stages to the satisfaction of Hume City Council.
7. Before the Statement of Compliance is issued under the Subdivision Act 1988 for any stage of the development, a Public Open Space contribution must be paid by the permit holder to Hume City Council in accordance with the schedule to Clause 52.01 of the Hume Planning Scheme and the Lockerbie Precinct Structure Plan May 2012. Unless provided in a Public Infrastructure Plan, a schedule of public open space must also be submitted to Council showing the amount provided for each stage together with cumulative totals of any credit/balance in the amounts provided to the satisfaction of the responsible authority.

**Section 173 Agreement**

8. Prior to the issue of a Statement of Compliance for the first stage or at such other time which is agreed between Council and the permit holder, if required by the responsible authority or the owner, the owner must enter into an agreement or agreements under section 173 of the Planning and Environment Act 1987 which provides for:
  - a. Nomination of any infrastructure and/or land identified in the Lockerbie Development Contributions Plan, May 2012 to be provided in lieu of the payment of the levies/development contributions that would otherwise be required under conditions 5, 6 and 7 of this permit.
  - b. The timing for the delivery of the 'in lieu' infrastructure and/or land outlined under point d. and any crediting arrangements.
  - c. The timing of any payment to be made to the owner in respect of any infrastructure project having regard to the availability of funds in Lockerbie Development Contributions Plan May 2012 or the public open space account.

**Date issued: 19 October 2015**

**Signature for the responsible authority:**



With respect to point's a., b. and c. of condition 8 of this permit, if an agreement under Section 173 of the Planning and Environment Act 1987 is not entered into or ends, conditions 5, 6 and 7 of this permit apply.

The permit holder must pay the reasonable costs of the preparation, execution and registration of this section 173 Agreement.

#### Interim signalised intersection

9. Prior to the issue of a Statement of Compliance for the relevant stage that creates the 250<sup>th</sup> allotment with direct access from Dwyer Street onto Donnybrook Road, the interim signalised intersection identified as IT11 (Construction of an interim signalised intersection on the corner of Donnybrook Rd and Dwyer Street) in the Lockerbie Development Contributions Plan must be constructed to the satisfaction of VicRoads and the Responsible Authority.

#### Small Lot Housing Code:

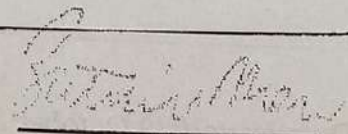
10. Prior to the certification of the plan of subdivision for the relevant stage, a plan must be submitted for approval to the satisfaction of the responsible authority. The plan must identify the lots that will include a restriction on title allowing the use of the provisions of the Small Lot Housing Code incorporated pursuant to Clause 81 of the Hume Planning Scheme.
11. The plan of subdivision submitted for certification must identify whether type A or type B of the Small Lot Housing Code applies to each lot to the satisfaction of the responsible authority.

#### Building Envelopes

12. Before the statement of compliance for any stage is issued, a building envelope plan for that stage must be submitted to and approved by the Responsible Authority. The approved building envelope plan must show a building envelope for each relevant lot to the satisfaction of the Responsible Authority. The building envelopes, created as a result of this permit, are approved building envelopes for the purposes of applying part 4 of the building regulations.
13. The plan of subdivision certified under the *Subdivision Act 1988* by Council must include a restriction that buildings conform to the building envelopes. The restriction must provide for:
  - a) buildings to be constructed only in conformity with the approved building envelope plan;
  - b) a building envelope plan to be amended to the satisfaction of Council and any criteria or matters that must be considered by Council in deciding on an amendment to a building envelope;
  - c) a building envelope plan to cease to have effect on the lot containing the envelope ten years after an occupancy permit under the Building Act 1993 is issued for the whole of the dwelling on the lot containing the building envelope;

Date Issued: 19 October 2015

Signature for the  
responsible authority:



- d) the endorsement by the developer of all building plans as a prerequisite to a building permit for a lot specified as requiring such endorsement in the building envelope plan;
- e) the requirement for endorsement of building plans by the developer to cease to have effect on a lot one year after an occupancy permit under the Building Act 1993 is issued for the whole of the dwelling on that lot.

### Construction Plans

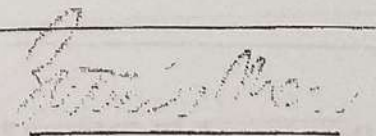
14. Prior to the approval of construction plans required under condition 15 of this permit, a detailed drainage strategy plan must be submitted for approval by the responsible authority. The drainage strategy plan must show all drainage discharge points, channel drains, treatment ponds and swales, temporary swales required to discharge stormwater from the subdivision, bunds/ cut off drains required to protect the subdivision from external overland flow and should address the interim responsibility for maintenance of the bunds & temporary swales until the ultimate drainage infrastructure is built, all to the satisfaction of Hume City Council and Melbourne Water. All works identified on the drainage strategy plan including bunds and temporary swales must be covered by easements in favour of the relevant authority.
15. Prior to the commencement of any road and/or drainage works associated with any stage of the subdivision or at such other time which is agreed between Council and the permit holder, detailed design plans must be submitted to and approved by the responsible authority for construction under the provisions of Part 3 of the Subdivisions Act 1988.

When approved the construction plans will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be submitted for stamping approval. The plans must include:

- a. Engineering plans, standard drawings and specifications in accordance with an Infrastructure Design Manual approved by the responsible authority for the proposed works that are to become public assets such as roads, intersections, drains, conduits, bridges, public lighting and the like.
- b. Typical cross-sections for each street type, dimensioning individual elements, service offsets and any other spatial requirements identified in the Lockerbie Precinct Structure Plan Mary 2012 applying to the land.
- c. A table of offsets for all utility services and street trees.
- d. The provision of conduits to service premises fronting on to the roads, created for the more efficient or easy laying, repairing or replacing of water services and gas services.
- e. Details of any water, gas, electricity and/or telecommunication conduits as required by the relevant service provider and/or the responsible authority.
- f. Location and alignment of kerbs, indented parking spaces, footpaths, shared paths, bus stops and traffic controls.

Date issued: 19 October 2015

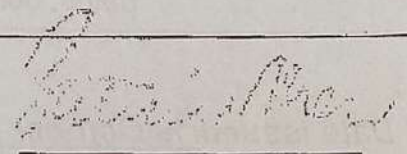
Signature for the  
responsible authority:



- g. Fully sealed pavements with kerb and channel to dimensions generally in accordance with the relevant road cross sections in the Lockerbie Precinct
- Structure Plan March 2012 applying to the land, including traffic management devices where appropriate.
- h. Where appropriate in accordance with the design guidelines, concrete footpaths on both sides of every road with the exception of any access lane and any other circumstances as agreed with the responsible authority.
- i. Overland flow paths (100 year ARI) to indicate how excess runoff will safely be conveyed to its destination. Unless otherwise approved, no overland flows will be permitted to be discharged through private property.
- j. Drainage outfall system (both interim and ultimate) indicating legal point of discharge and any access requirements for construction and maintenance.
- k. Underground drainage network (both major and minor) incorporating, as appropriate:
- Easement drainage and inlets for all allotments which slope to the rear.
  - Connection to the underground drainage network for all allotments that slope towards a road.
  - Land required for maintenance access.
  - Watercourses, lakes, wetlands, silt ponds.
  - Piped elements (for major drains) showing sizing.
- l. Cut-off drains to intercept stormwater run-off from adjoining properties. Where cut-off drains are placed on adjoining properties in different ownership than the subdivision developer, written approval to construct the cut-off drain along with the creation of an easement over the drain is to be provided by the adjoining land owner.
- m. Temporary turn-around areas within the site for waste collection vehicles (single unit truck) at the temporary dead end of any road.
- n. Court heads designed to allow for sufficient road reserve width to accommodate a three point turn for a single unit truck.
- o. Provision of street trees within the road reserve.
- p. Location and design of street lighting in accordance with the requirements of AS/NZS 1158.1.1:2005, vehicular traffic (category V) lighting, Pedestrian Area (Category P) lighting, Essential Services Commission Public Lighting Code 2005 and AGLC Public Lighting Technical standard. Nonstandard street lighting will be permitted in accordance with Council's Public Place Lighting Policy.

**Date issued:** 19 October 2015

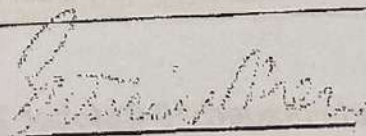
**Signature for the  
responsible authority:**



- q. Any water sensitive urban design (WSUD) features to prevent litter, sediments and oils from entering the drainage system in accordance with Best Practice Environmental management Guidelines (CSIRO 1999).
- r. Permanent survey marks, levelled to the Australian Height Datum and coordinated to the Australian Map Grid (MGA Zone 55 GDA94).
- s. On street carparking to be provided within each stage to deliver one space per allotment.
- t. The two short extended driveways within stage 1205 provided with three indented parking bays for the western driveway and two indented parking bays for the eastern driveway
- u. Details of any cut and fill.
- v. Details of any traffic control.
- w. Details of any Tree Protection Zones.
- x. Provision of a vehicular crossing to each lot and municipal reserve created by the subdivision as follows.
- Vehicle crossover layout and specifications which must be designed in accordance with the Standard Drawings.
  - Vehicle crossovers which must be located a minimum 1m from any service facilities.
  - Vehicle crossovers which must be offset a minimum 9m from any side streets from the intersecting property boundaries.
- y. Intersection treatments from an existing carriageway designed and constructed in accordance with AustRoads Guide to Traffic Engineering Practice, Intersections at Grade.
- z.
- i. Roundabouts must be designed:
  - ii. at the intersection of two connector streets to accommodate an ultra low floor bus (ULFB, 12.5m) through and turning movement.
  - iii. at the intersection of two local access streets to cater for service vehicles through and turning movement.
  - iv. with road reserve splays for the roundabouts in accordance with Council's Infrastructure Design Manual
- aa. Splays (minimum 3m x 3m) which must be provided at all intersections of the local road network.

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- bb. Splays of 2m x 2m which must be provided at the intersection with any laneway.
- cc. Details of any traffic calming and round about designs.
- dd. As constructed" drawings in the form of an electronic pdf file are to be forwarded to Council.
- ee. A CD or email containing the "as constructed drawings" in electronic format that meet the following to be forwarded to Council.

The drawings in AutoCAD format are required to meet the following:

- i. be in AutoCAD format, from a version no more than 3 years older than the current version;
- ii. be prepared in GDA94 mapping coordinates;
- iii. include all additional attribute data for subdivision assets clearly tabulated on digital drawings;
- iv. where available, all identifiable areas such as pavement surfaces, footpaths and nature strips to be polygonised and displayed in different drawing layers;

and the PDF plans must:

- v. show pipe offsets for drainage services from the nearest boundary;
- vi. be created in archive format (PDF/A);
- vii. not to have any security modes set; and
- viii. be multi-page single file

16. Unless agreed to in writing by Council under section 21(1)(b)(ii) of the Subdivision Act 1988, all works shown on the endorsed construction plans must be constructed and are to be completed to the satisfaction of the responsible authority prior to the issue of a Statement of Compliance pursuant to Section 21 of the Subdivisions Act 1988 for the relevant stage.

*Temporary Drainage Construction*

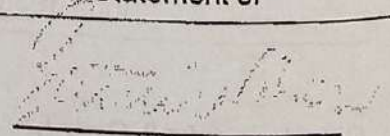
17. Before any works associated with the subdivision start, the need for a temporary retarding basin to mitigate flows from the land or temporary outfall to Melbourne Water's drainage system before permanent drainage infrastructure is in place must be investigated and determined.

18. Any temporary drainage works required must be designed and constructed to the satisfaction of Melbourne Water and the responsible authority.

19. The temporary drainage works must be installed before the issue of a Statement of

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Compliance for the relevant stage.

20. Polluted drainage must not be discharged beyond the boundaries of the lot from which it emanates or into a watercourse or easement drain.

21. Polluted drainage must be treated and/or absorbed on the lot from which it emanates to the satisfaction of the responsible authority.

**Soil/Fill Requirements:**

22. Prior to the commencement of works, a soil and fill recovery plan must be submitted to the satisfaction of the responsible authority. This plan must detail the quantity of soil and/or fill to be generated during construction, the reuse options for any excess soil and/or fill generated within the site and the quantity of soil and/or fill to be removed offsite. The contractor is to nominate in writing at the pre-commencement meeting the legal/approved location where the soil and fill will be disposed. Evidence of legal/approved disposal will be required to be submitted to the satisfaction of the responsible authority.

23. All fill removed off site must only be taken to permitted/legal sites of disposal to the satisfaction of the Responsible Authority

**Site (Environmental) Management Plan**

24. Prior to commencement of works, a Construction Site Environmental Management Plan (CSEMP), must be submitted to and approved by the Responsible Authority to address the potential impacts of construction works. The CSEMP must be in generally in accordance with 'doing it right on subdivision EPA 2004' and address methods for noise, dust, erosion and sediment control, waste and chemical management, flora/fauna protection, weed control, and archeological/heritage impacts.

25. Prior to commencement of works, all personnel on site must be inducted into the CSEMP and all flora and fauna conservation requirements.

26. The approved CSEMP must be implemented to the satisfaction of the Responsible Authority.

**Landscape Requirements:**


27. The owner or developer under this permit shall be required to submit to the Responsible Authority for approval 3 copies of landscape development plans for all open space, streetscape developments and landscape elements. When approved the plans will be endorsed and will then form part of the permit. The development of these areas, including fencing of all reserves must be completed in accordance with the approved plans prior to the issue of a Statement of Compliance.

28. Following approval of the landscape development plans, the owner or developer under this permit will be required to forward to Council's Subdivision Landscape Officer a copy of the specification and an estimate of costs for all works.

(a) In accordance with the Subdivision Act 1988, payment will be required for works

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within the road reserves at the following rates:

- plan checking fee: 0.75% of the value of the works;
- supervision fee: 2.5% of the value of the works.

29. Prior to Statement of Compliance, Council requires payment of:

- a set plan checking and supervision fee of \$16,000 per hectare for all reserves.
- 5% Maintenance Bond to the satisfaction of Council.

30. The contractors undertaking the associated landscape development works must arrange a pre-construction meeting with Council's Subdivision Landscape Officer prior to commencement of any works.

31. The Responsible Authority must be notified of the completion of the public open space/landscape areas, and an inspection undertaken before the maintenance period is to commence. The open space areas/landscape must be maintained for a minimum period of two (2) years after completion.

32. Council requires that developers forward as constructed electronic files in DWG and PDF format for all landscape development works (including approved irrigation systems) to Council at the beginning of the maintenance period.

33. At the end of the specified maintenance period, the developer should request an end of maintenance inspection. This inspection will ensure that the asset has been maintained to the prescribed standard and can be handed over to Council.

34. Prior to commencement of the maintenance period, the owner or developer under this permit will be required to provide a safety and functional audit for the design and construction of all raingardens, bioretention, sediment collection facilities and wetlands, and to complete any rectification works required under that audit.

35. Prior to handover Council, the owner or developer under this permit will be required to provide a functional audit - including infiltration tests - for all Water Sensitive Urban Design elements (including tree pits, raingardens, bioretention, sediment collection facilities and wetlands), and to complete any rectification works required under that audit.

36. Landscape development plans for playgrounds must show in colour all fall zones for all play equipment in accordance with Australian Standards for playgrounds, and must be accompanied by a completed Playspace Design Checklist.

37. Prior to commencement of the maintenance period, the developer must provide a Certificate of Compliance to show that the playground meets Australian Standards.

38. Prior to handover to Council the developer must provide a playground condition audit conducted by a suitably qualified playground auditor.

39. Complete records of all playground inspections and maintenance works carried out during the maintenance period must be forwarded to Council at handover.

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*[Handwritten Signature]*

40. All street trees and landscape plants used adjacent to the Merri Creek are to be indigenous, of local provenance and supplied by a nursery specialising in plants indigenous to the north west of Melbourne.
41. In order to prevent driver confusion and disorientation, headlight glare planting is required to be approved by Council for all road reserves between parallel roads in this development.

**Land vested in Council or other Authorities**

42. Land required for community facilities, as set out in the Lockerbie Precinct PSP or the Lockerbie Development Contributions Plan (DCP) must be transferred to or vested in Council at no cost to Council unless the land is funded by the Lockerbie West DCP.
43. Land required for public open space as a local or District Park as set out in the Lockerbie Precinct Structure Plan or the Lockerbie Development Contributions Plan must be transferred to or vested in Council at no cost to Council unless funded by the Lockerbie DCP.
44. Land required for road widening including right of way flaring for the ultimate design of any intersection with an existing or proposed arterial road must be referred to or vested in Council or VicRoads at no cost to the acquiring agency unless funded by the Lockerbie DCP.
45. Land required for a community facility, road or public open space must be shown on a Plan of Certification as a reserve in favour of Hume City Council or the relevant agency.
46. Within 4 weeks of the registration of the Plan of Subdivision at the Land Titles Office the following documents must be provided to the Responsible Authority:
  - a. A Certificate of Title for all land vested in the Responsible Authority on the Plan of Subdivision; and
  - b. A clear A3 sized photocopy of the Plan of Subdivision approved by the Land Titles office.

**Biodiversity, Native Vegetation Protection**

**Fauna**

47. Prior to the commencement of any works in a stage of the subdivision an Eastern Grey Kangaroo Management Plan must be submitted for approval to the department of Sustainability and Environment. The plan must include:
  - a. Strategies (e.g. staging) to avoid land locking Eastern Grey Kangaroos, or where this is not practicable, management solutions and actions to respond to their containment in an area with no reasonable likelihood of their continued safe existence.
48. The subdivision and associated works must implement the Eastern Grey Kangaroo Management Plan in the timeframes set out in the plan by:

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responsible authority:** \_\_\_\_\_

- Proceeding in the order of stages as shown on the plan; and
- Implementing the management solutions and actions of the plan;

All to the satisfaction of the Department of Sustainability and Environment and the Responsible Authority.

49. Prior to the commencement of any buildings or works or the removal of any vegetation, offsets for Growling Grass From category 2 habitat on the land must be provided or agreed to the satisfaction of the Secretary of the Department of Sustainability and Environment.
50. Works on land in the CMP area shown on Plan 6 – Biodiversity and Threatened Species Action Plan in the Lockerbie Precinct Structure Plan must be undertaken in accordance with the approved CMP.
51. Unless the land included within the CMP area as shown on Plan 6 – Biodiversity and Threatened Species Action Plan of the Lockerbie Precinct Structure Plan has been voluntarily transferred into the Crown Reserve System, the Owner must:
- Enter into a legally, binding on-title agreement with the Secretary of the Department of Sustainability and Environment under Section 69 of the Conservation Forest and Lands Act 1987 prior to the commencement of works on the land. The agreement must provide for the following:
    - Protection of the conservation area
    - The landowner to undertake all pre-construction maintenance and monitoring (Phase One) actions in accordance with the approved CMP
    - The landowner granting Department of Sustainability and Environment (or its nominee) rights of access to undertake habitat works (Phase Two) and any additional actions as required.
    - The landowner to undertake ongoing maintenance and monitoring activities (Phase Three) in perpetuity as outlined in the approved CMP.

The land owner must pay the reasonable costs of preparation, execution and registration of the agreement.

52. The Salvage and Translocation Protocol for Melbourne's Growth Corridors (Department of Environment Land Water and Planning, 2015) must be implemented in the carrying out of development to the satisfaction of the Secretary to the Department of Environment Land Water and Planning.
53. Prior to the commencement of any buildings or works or the removal of any vegetation, offsets for Golden Sun Moth habitat on the land must be provided to the satisfaction of the Secretary of the Department of Sustainability and Environment.

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**Protected vegetation**

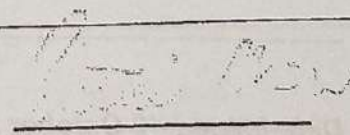
54. Only the native vegetation which is identified for removal in the incorporated Native Vegetation precinct Plan (NVPP) applying to the land may be removed, lopped or destroyed unless this permit also authorises the removal of native vegetation.
55. Prior to the commencement of works within 50 metres of native vegetation 'to be protected' in the NVPP referred to in the Schedule to Clause 52.16, a highly visible vegetation protection fence must be erected around twice the canopy distance of each scattered tree and more than 2 metres from areas of all other vegetation which have been identified to be protected unless otherwise agreed to in writing by the Department of Sustainability and Environment.
56. Any construction stockpiles, fill and machinery must be placed away from areas supporting native vegetation and drainage lines to the satisfaction of the responsible authority.
57. All earthworks must be undertaken in a manner that will minimise soil erosion and adhere to Construction Techniques for Sediment Pollution Control (EPA 1991) or updated version.
58. Any public open space infrastructure or trails are to be located outside a protection area of a scattered tree or habitat zone at an appropriate buffer distance. Public open space infrastructure provided within 50 metres of native vegetation (including scattered trees and habitat zones) shown as to be protected must be constructed and designed to ensure that the native vegetation is protected and designed to ensure that the native vegetation is protected from adverse impacts during construction unless otherwise agreed to in writing by the Department of Sustainability and Environment.
59. To minimise the risk of trees which are identified in this NVPP as to be protected having to be removed at a later time, public use areas are to be located so that the native vegetation shown as to be protected in this NVPP is not so close as to present a structural failure hazard or pose a risk to personal safety or property.
60. No earthworks, compaction or modification of existing drainage patterns may be undertaken which present a risk to any remnant trees, understorey, or revegetation areas.

**Vegetation for removal**

61. Offset targets set out in Table 5 and 6 of the Lockerbie Native Vegetation Precinct Plan Must be secured to the satisfaction of the Department of Sustainability and Environment and the responsible authority.
62. Prior to removal of any native vegetation a contributory fee for Matted Flax Lily must be provided to the satisfaction of the Department of Sustainability and Environment.

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responsible authority:*



63. Prior to the commencement of any building or works of the removal of any vegetation offsets for Striped Legless Lizard Habitat must be provided to the satisfaction of the Department of Sustainability and Environment.

**Contaminated Land**

64. Before the development associated with the subdivision starts, (this requirement does not apply to bore holes and excavation associated with an environmental site assessment), an environmental site assessment of the land by a suitably qualified environmental professional must be undertaken which provides information including:
- a. The nature of the previous and existing land use/activities on the land.
  - b. An assessment of the potential level and nature of contamination on the land.
  - c. Advice on whether the environmental condition for the land is suitable for the proposed uses/s and whether an environmental audit of all or part of the land is recommended having regard to the Potentially Contaminated Land General Practice Note June 2005, DSE.

65. If an environmental assessment recommends an environmental audit of all or part of the land, then:

- a. Before the commencement of any use for a sensitive purpose; or
- b. Before any buildings or works; or
- c. Before the certification of a plan of subdivision;

Whichever is earlier, in respect of all or that part of the land as the case may be, the following must be provided to the responsible authority; either:

- d. A certificate of environmental audit issued for the relevant land in accordance with Part 1XD of the Environment Protection Act 1970, or
- e. A statement by an environmental auditor appointed under the Environment Protection Act 1970, in accordance with Part 1XD of that Act that the environmental condition of the relevant land is suitable for a sensitive use (with or without conditions on the use of the site).

If a Statement of Environmental Audit is provided rather than a Certificate of Environmental Audit and the Statement of Environmental Audit indicates that the environmental conditions of the relevant land are suitable for a sensitive use subject to conditions, the owner of the land must enter into an agreement with the responsible authority under Section 173 of the Planning and Environment Act 1987 before the issue of a Statement of Compliance or before the construction of any building on the relevant land, whichever is the earlier which details:

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- f. Implementation of an on-going compliance with all conditions in the Statement of Environmental Audit; and
- g. The responsible authority's reasonable legal costs and expenses of drafting/reviewing and registering the agreement to be borne by the owner of the relevant land.

**The following conditions are required by VicRoads:**

66. Prior to any Plan of Subdivision being certified, functional layout plans of the ultimate intersection of Donnybrook Road and Dwyer Street should be overlaid over the Plan of subdivision showing that adequate land has been set aside. This should be submitted to VicRoads for approval.
67. No direct access Donnybrook Road will be allowed from the lot at the north east corner of the Donnybrook Road and Dwyer Street intersection.

**The following conditions are required by Public Transport Victoria:**

68. The signalised intersection at Donnybrook Road and Dwyer Street must be designed to accommodate public transport access in accordance with the *Public Transport Guidelines for Land Use and Development*, and include bus priority measures so as to mitigate any delays to bus travel times to the satisfaction of Public Transport Victoria.
69. Unless otherwise agreed in writing with Public Transport Victoria, prior to the certification of a plan of subdivision, construction engineering plans, relevant to that state of the subdivision, which contains the Donnybrook Road and Dwyer Street intersection, must be submitted to Public Transport Victoria. The plans must depict the design details of the intersection, the road cross section to be constructed at the intersection and the location and design of bus stops (if required). The plan must be to the satisfaction of Public Transport Victoria and the Responsible Authority.
70. Unless otherwise agreed in writing with Public Transport Victoria, prior to the Certification of a Plan of Subdivision for any subdivision stage that contains a portion of a road nominated as a bus route, or abuts Donnybrook Road, bus stops as nominated and agreed by Public Transport Victoria in the form of concrete hard stand pads for passenger must be constructed:
  - a) At the intersection of Donnybrook Road and Dwyer Street in appropriate locations agreed to by PTV
  - b) On Donnybrook Road in appropriate locations agreed to by PTV
  - c) Compliant with the Disability Discrimination Act- Disability Standards for Accessible Public Transport 2012
  - d) With direct and safe pedestrian access to a shared pedestrian path;
  - e) at the full cost of the permit holder
  - f) To the satisfaction of Public Transport Victoria.

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responsible authority:**

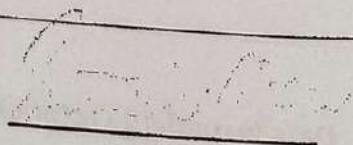


The following conditions are required by Melbourne Water:

71. Prior to the issue of Statement of Compliance, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation for the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage systems and waterways, the provision of drainage works and other matters in accordance with the statutory powers of Melbourne Water Corporation.
72. No polluted and / or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.
73. Prior to the issue of a Statement of Compliance for the subdivision, a Site Management Plan, detailing pollution and sediment control measures, must be submitted to Melbourne Water.
74. Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.
75. Prior to Certification of any Plan of Subdivision associated with the application, a stormwater management strategy must be submitted and approved by Melbourne Water and Hume City Council. The strategy must demonstrate the following:
  - a) The proposed alignment for any 1 in 5 year drainage infrastructure and any associated overland flow paths directions for the 1 in 100 year ARI flood event;
  - b) That the lot layout adequately accommodates the overland flows and the current layout and/or number of lots may need to change.
  - c) A functional design of any proposed retarding basin and/or wetland or water quality treatment assets must be provided to Melbourne Water for approval and will determine the appropriate size and location/alignment of any easements or reserves
  - d) The details of the outfall/s for the development and calculate the appropriate flow volumes and flood levels for the 100-year ARI storm event within the property;
76. Stormwater runoff from the subdivision will achieve State Environment Protection Policy (Waters of Victoria) objectives for environmental management of stormwater as set out in the "Urban Stormwater Best Practice Environmental Management Guidelines (CSIRO) 1999".
77. Prior to the issue of a statement of compliance, engineering plans of the subdivision (in electronic format) must be submitted to Melbourne Water for our records. These plans must show road and drainage details and any overland flow paths for the 100 year ARI storm event.
78. All new lots are to be filled to a minimum of 300mm above the 1 in 100 year flood levels associated with any existing or proposed Melbourne Water pipeline and/or all new lots are to

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79. be filled to a minimum of 600mm above the 1 in 100 year flood level associated with any existing or opposed Melbourne Water wetland, retarding basin or waterway.
80. Prior to the issue of a Statement of Compliance for the subdivision, a certified survey plan prepared by or under the supervision of a licensed land surveyor, showing finished lot levels reduced to Australian Height Datum, must be submitted to Melbourne Water for our records.
81. Prior to the issue of a Statement of Compliance for the subdivision, a Site Management Plan detailing pollution and sediment control measures must be submitted to Melbourne Water.
82. Alignment of roads and reserves with any adjoining estates must ensure continuity and provide uninterrupted conveyance of overland flows.
83. The subdivision is to make provision for overland flows from the upstream catchment utilising roads and/or reserves.
84. Any road or access way intended to act as a stormwater overland flow path must be designed and constructed to comply with the floodway safety criteria outlined with Melbourne Water's Land Development Manual.
85. Easements or reserves shall be created over existing and proposed Melbourne Water assets on the Plan of Subdivision to the satisfaction of Melbourne Water.
86. The developer is to negotiate with the downstream landowners to obtain a free draining outfall through their property. Approval is to be forwarded to Melbourne Water for our records prior to construction commencing.
87. Any temporary outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s).
88. Prior to the issue of a Statement of Compliance for the subdivision, a separate application direct to Melbourne Water must be made for any new or modified storm water connection to Melbourne Water's drains or watercourses.

**The following conditions are required by Yarra Valley Water:**

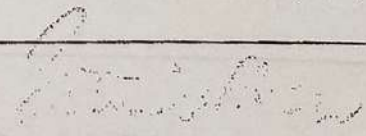
89. The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of water services.
90. The owner of the land must enter into an agreement with Yarra Valley Water for the provision of recycled water services
91. The owner of the land must enter into an agreement with Yarra Valley Water for the provision of sewerage services.

**The following condition is required by Downer:**

92. The plan of subdivision submitted for certification must be referred to AusNet Services (Gas) in accordance with Section 8 of the Subdivision Act 1988.

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**Telecommunications**

93. The owner of the land must enter in to an agreement with:

- a. A telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time;
- b. A suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an areas where the National Broadband Network will not be provided by optical fibre.

94. Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:

- a) A telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
- b) A suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

**Subdivision Expiry**

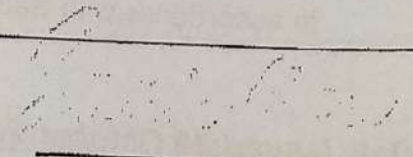
95. This permit will expire if:

- a. The plan of subdivision for the first stage is not certified within two years of the date of this permit; or,
- b. The plan of subdivision for the last stage of the subdivision is not certified within ten years of the date of this permit, or
- c. The registration of the last stage of the subdivision is not completed within five years of the certification of that plan of subdivision.

The responsible authority may extend the periods referred to if a request is made in writing before the permit expires or within three months afterwards.

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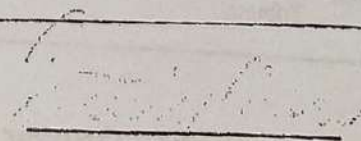
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NOTES:

1. Any housing developer covenants or Housing Design Guidelines excluding the small lot housing code, contained as a restriction on residential allotments are to contain a consent mechanism that allows either the Estate Developer or Council (but not Responsible Authority) to approve variations to the restriction to their satisfaction.
2. If further information is required in relation to Melbourne Water's permit conditions shown above, please contact Melbourne Water on 9679 6762 quoting Melbourne Water's reference 255964 (Melbourne Water)
3. On 5 September 2013 an approval under the Environmental Protection and Biodiversity Conservation Act 1999 (EPBC Act) was issued by the Commonwealth Minister for Environment, Heritage and Water. The approval applies to all actions associated with urban development in growth corridors in the expanded Melbourne 2010 Urban Growth Boundary as described in page 4 of the Biodiversity Conservation Strategy for Melbourne's Growth Corridors (Department of Environment and Primary Industries, 2013). The Commonwealth approval has effect until 31 December 2060. The approval is subject to conditions specified at Annexure 1 of this approval:
  - a) Provided the conditions of the EPBC Act approval are satisfied individual assessment and approval under the EPBC Act is not required (DELWP).
4. PTV only require referrals of the relevant stages of this subdivision which contain the intersection at Donnybrook Road and Dwyer Street.

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**IMPORTANT INFORMATION ABOUT THIS PERMIT**

**WHAT HAS BEEN DECIDED?**

The responsible authority has issued a permit.  
(Note: This is not a permit granted under Division 5 or 6 of Part 4 of the Planning and Environment Act 1987.)

**CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?**

The responsible authority may amend this permit under Division 1A of Part 4 of the Planning and Environment Act 1987.

**WHEN DOES A PERMIT BEGIN?**

A permit operates:

- (a) from the date specified in the permit, or
- (b) if no date is specified, from -
  - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
  - (ii) the date on which it was issued, in any other case.

**WHEN DOES A PERMIT EXPIRE?**

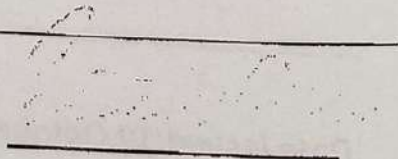
1. A permit for the development of land expires if -
  - (a) the development or any stage of it does not start within the time specified in the permit; or
  - (b) the development requires the certification of a plan of subdivision or consolidation under the Subdivision Act 1988 and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
  - (c) the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within five years of the certification of the plan of subdivision or consolidation under the Subdivision Act 1988.
2. A permit for the use of land expires if -
  - (a) the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
  - (b) the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if -
  - (a) the development or any stage of it does not start within the time specified in the permit, or;
  - (b) the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
  - (c) the use does not start within the time specified in the permit, or if no time is specified, within two years after the completion of the development; or
  - (d) the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the Planning and Environment Act 1987, or to any combination of use, development or any of those circumstances requires the certification of a plan under the Subdivision Act 1988, unless the permit contains a different provision -
  - (a) the use or development of any stage is to be taken to have started when the plan is certified; and
  - (b) the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

**WHAT ABOUT REVIEWS?**

- (a) The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- (b) An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- (c) An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- (d) An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- (e) An application for review must state the grounds upon which it is based.
- (f) A copy of an application for review must also be served on the responsible authority.
- (g) Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

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Signature for the responsible authority:



Created at 27 January 2026 10:40 AM

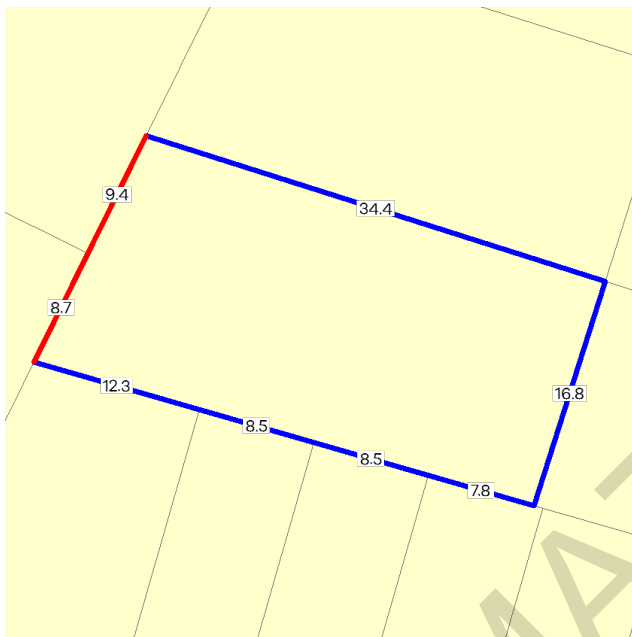
## PROPERTY DETAILS

Address: **4 GREAVES CRESCENT KALKALLO 3064**  
Lot and Plan Number: **Lot 641 PS738390**  
Standard Parcel Identifier (SPI): **641\PS738390**  
Local Government Area (Council): **HUME**  
Council Property Number: **717762**  
Directory Reference: **Melway 367 F4**

[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:** 618 sq. m  
**Perimeter:** 106 m

For this property:

— Site boundaries  
— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **KALKALLO**

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

## Area Map



From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 27 January 2026 10:40 AM

## PROPERTY DETAILS

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[Planning Scheme - Hume](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
 Legislative Assembly: **KALKALLO**  
**OTHER**  
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**  
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

## Note

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

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

## Planning Zones

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

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



**UGZ - Urban Growth**

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

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

## Planning Overlays

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 5 (DCPO5)



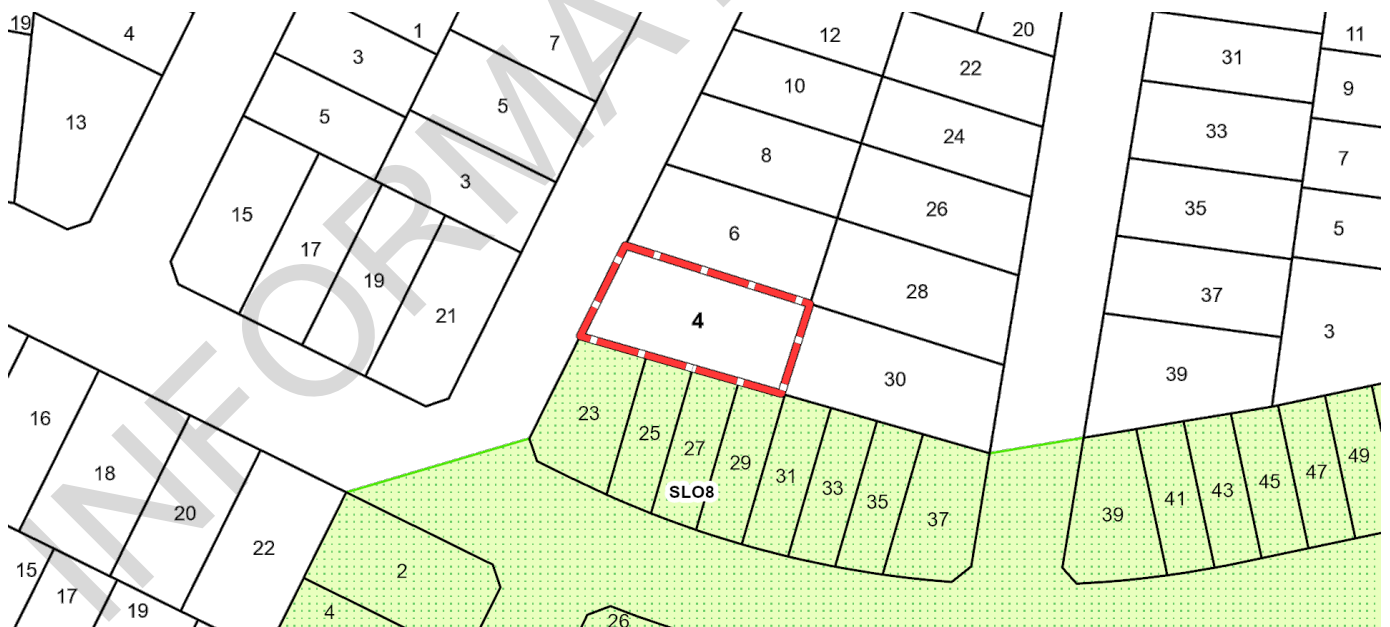
 **DCPO - Development Contributions Plan Overlay**

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

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

### SIGNIFICANT LANDSCAPE OVERLAY (SLO)



 **SLO - Significant Landscape Overlay**

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

## Growth Area Infrastructure Contribution

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



## Melbourne Strategic Assessment

This property is located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020 and the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://mapshare.vic.gov.au/msa/>



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## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/aavQuestion1.aspx>

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



## Further Planning Information

Planning scheme data last updated on 23 January 2026.

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.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 Victoria 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 Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> 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 \(environment.vic.gov.au\)](#)