

Part 1

Contract of Sale of Land

Property address: 53 WOODCREST WAY, WOLLERT VIC 3750

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, the General Conditions and any Special Conditions in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

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 apply to you.

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

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

Exceptions

The 3-day cooling-off period does not apply if:

- You bought the property at or within 3 clear business days **before or after** a publicly advertised auction; or
- The property is used primarily for industrial or commercial purposes; or
- The property is more than 20 hectares in size and is used primarily for farming; or
- You and the vendor have 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 the amount of the deposit moneys payable under the contract of sale, up to 10% of the purchase price.

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

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

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

Purchasers should ensure that prior to signing this contract, they have received:

- A copy of the section 32 statement required to be given by a vendor under [section 32](#) of the Sale of Land Act 1962 in accordance with [Division 2 of Part II](#) of that Act; and
- A copy of the full terms of this contract.

The parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney or as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

Name:

On ___ / ___ /20 ___

*Print name of person signing
State nature of authority if applicable.*

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

SIGNED BY THE VENDOR

Name: Ardian Pollozhani as Director of
Pollozhani Homes Pty Ltd

On ___ / ___ /20 ___

*Print name of person signing
State nature of authority if applicable.*

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

PARTICULARS OF SALE

VENDOR'S AGENT

Name	Harcourts Rata and Co	Phone	039465 7766
Address	1/337 Settlement Road, Thomastown	Email	sold@rataandco.com.au
		Fax	

VENDOR

PRACTITIONER – SOLICITOR / CONVEYANCER

Name	Ardian Pollozhani as Director of Pollozhani Homes Pty Ltd	Name	Anthony's Solicitors
Address		Address	314-360 Child Road Mill Park 3082
		Contact	
ACN/ABN		Email	nadia@anthonyslegal.com.au
		Phone	0394367917
		Fax	

Purchaser

PRACTITIONER – SOLICITOR / CONVEYANCER

Name		Name	
Address		Address	
		Contact	
ACN/ABN		Email	
		Phone	
Guarantor		Fax	

LAND

General conditions 3 and 9

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume	12143	352	PS707657D
Folio	466		

OR

The land includes all improvements and fixtures.

Property address

The address of the land is:

53 WOODCREST WAY, WOLLERT VIC 3750

Goods sold with the land

General condition 2(a)(vi)

Goods sold with land are:

Listed as follows:

All fixtures and fittings of a permanent nature

PAYMENT

General condition 11

Price: \$

Plus GST: \$ Payable by purchaser in addition to price - *Insert 'Nil' if no GST payable by purchaser*

Total price: \$ Payable by purchaser

Deposit: \$ By / / 20 of which \$ has been paid

Balance: \$ Payable at settlement

Foreign resident vendor: See general condition 15(f) and (g).

GST

General condition 13

No, because:

Input taxed sale of eligible residential premises

Not in the course or furtherance of an enterprise

Going concern

Farm land used for farming business or sale of subdivided farm land to an associate

Vendor not registered or required to be registered as GST turnover < \$75,000

Yes, because:

Purchaser entitled to input tax credit

Purchaser NOT entitled to input tax credit

Margin scheme applies

Mixed supply

GST withholding

Notice is required if taxable supply of residential premises or potential residential land. General condition 13(g)

Notice required to be given by vendor Yes No

Withholding required by purchaser Yes No

No withholding for residential premises because:	No withholding for potential residential land because:
<input type="checkbox"/> the premises are not new	<input type="checkbox"/> the land includes a building used for commercial purposes
<input type="checkbox"/> the premises were created by substantial renovation	<input type="checkbox"/> the purchaser is registered for GST and acquires the property for a creditable purpose
<input type="checkbox"/> the premises are commercial residential premises	

SETTLEMENT

General condition 10

Is due on / / 20

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

- The above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

The plan of subdivision must be registered within [18 months if no other period is stated] of the day of sale (the sunset date) otherwise general condition 9(a) shall apply.

LEASE

General conditions 1(a)(iii) and 22

At settlement the purchaser is:

Entitled to vacant possession.

TERMS CONTRACT

Add special conditions.

This contract is intended to be a terms contract within the meaning of the [Sale of Land Act 1962](#)

Yes No

LOAN

General condition 14(a)-(e)

This contract is subject to a loan being approved: Yes No

Lender:

Loan amount: \$

BUILDING & PEST REPORT

General condition 14(f)-(j)

This contract is subject to:

- Building report. Provider:
- Pest report. Provider:

Special Conditions

Yes No

--

INFORMATION ONLY

GENERAL CONDITIONS

The vendor warrants that these general conditions are identical to the general conditions of the By Lawyers contract of sale of land current as at the date of preparation of this contract. The parties agree that special conditions may be added to these general conditions but **that these general conditions shall prevail in the case of any conflict between the general conditions and the special conditions.**

CONTENTS

- | | |
|--|--------------------------------------|
| 1. Encumbrances | 15. Adjustments |
| 2. Vendor warranties | 16. Time |
| 3. Identity of the land | 17. Service |
| 4. Services | 18. Nominee |
| 5. Consents | 19. Liability of signatory |
| 6. Transfer | 20. Guarantee |
| 7. Electronic settlement | 21. Notices |
| 8. Builder warranty insurance | 22. Lease |
| 9. Off the plan | 23. Loss or damage before settlement |
| 10. Settlement | 24. Abandoned goods |
| 11. Payment | 25. Default |
| 12. Stakeholding | 26. Interest |
| 13. Goods and Services Tax | 27. Default notice |
| 14. Loan, building report or pest report | 28. Rescission notice |

1. Encumbrances

- (a) The purchaser buys the property subject to:
- (i) Any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (ii) Any reservations in the crown grant; and
 - (iii) Any lease referred to in the particulars of sale.
- (b) The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- (c) In this general condition 'section 32 statement' means a statement required to be given by a vendor under [section 32](#) of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

- (a) The vendor warrants that the vendor:
- (i) Has, or by the due date for settlement will have, the right to sell the land; and
 - (ii) Is under no legal disability; and
 - (iii) Is in possession of the land, either personally or through a tenant; and

- (iv) 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
 - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- (b) The vendor further warrants that the vendor has no knowledge of any of the following:
- (i) Public rights of way over the land;
 - (ii) Easements over the land;
 - (iii) Lease or other possessory agreement affecting the land;
 - (iv) Notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (v) Legal proceedings which would render the sale of the land void, voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- (d) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
- (i) 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
 - (ii) 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
 - (iii) 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.

- (e) Words and phrases used in this general condition have the same meaning as in the Building Act 1993.

3. Identity of the land

- (a) 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.
- (b) The purchaser may not:
 - (i) Make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (ii) Require the vendor to amend title or pay any cost of amending title.

4. Services

- (a) 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.
- (b) The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

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

6. Transfer

- (a) Unless settlement is to be conducted electronically, the transfer of land must be prepared by the purchaser and delivered to

the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title.

- (b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

7. Electronic settlement

- (a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.
- (b) The vendor must open the electronic workspace as soon as reasonably practicable and nominate a time of day for locking the workspace at least 7 days before the due date for settlement.
- (c) Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred.

8. Builder warranty insurance

The vendor agrees to provide prior to settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

9. Off the plan

- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
 - (i) The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;

- (ii) The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962;

- (iii) Pursuant to section 10F(1) of the Sale of Land Act 1962, the vendor gives the purchaser notice that:

- A. The vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and
- B. The purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
- C. The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and
- D. The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- (c) If this contract includes the construction of any building on the land, the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.
- (d) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.

- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.
- (b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.
- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (i) Must not exceed 10% of the price; and
 - (ii) 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.

10. Settlement

- (a) At settlement:
 - (i) The purchaser must pay the balance of purchase money; and
 - (ii) The vendor must:
 - A. Do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - B. Give either vacant possession or receipt of rents and profits in accordance with the particulars of sale; and
 - C. Ensure that keys enabling access to the property are available to the purchaser.
- (b) The vendor's obligations under this general condition continue after settlement.
- (c) Settlement must be conducted between the hours of 10 am and 4 pm unless the parties agree otherwise.
- (d) The purchaser must pay all money other than the deposit:
 - (i) To the vendor, or the vendor's legal practitioner or conveyancer; or
 - (ii) In accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- (e) Payments may be made or tendered:
 - (i) In cash; or
 - (ii) By cheque drawn on an authorised deposit taking institution; or
 - (iii) At the direction of the vendor, by cheque drawn on a trust account; or
 - (iv) If the parties agree, by electronically transferring the payment in the form of cleared funds. The purchaser must provide evidence to the vendor or the vendor's legal practitioner or conveyancer that the electronic transfer has taken place.

11. Payment

- (a) The purchaser must pay the deposit:
 - (i) To the vendor's licensed estate agent; or
 - (ii) If there is no estate agent:
 - A. To the vendor's legal practitioner or conveyancer; or
 - B. 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.
- (f) At settlement, the purchaser must pay the fees on up to 3 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 bear the fees incurred for additional cheques.
- (g) For the purpose of this contract 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

12. Stakeholding

- (a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.
- (b) Any objection to the vendor's title must be made within 28 days of the day of sale.
- (c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:
 - (i) General condition 12(a) has been satisfied; and
 - (ii) The purchaser has not made a valid objection to title.
- (d) If there is a mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:
 - (i) General condition 12(a) has been satisfied; and
 - (ii) The purchaser has not made a valid objection to title; and
 - (iii) The vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and
 - (iv) 28 days have elapsed since providing that evidence.

13. Goods and Services Tax

- (a) Unless otherwise provided in the particulars of sale or the special conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, the vendor will repay to the purchaser any money paid on account of GST.

- (d) This clause applies if '**going concern**' is specified in the particulars of sale.
 - (i) The purchaser warrants that it is registered for GST.
 - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38-325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.
 - (iii) The vendor must continue to carry on the enterprise until settlement.
 - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (e) This clause applies if '**farmland used for farming business or sale of subdivided farmland**' to an associate' is specified in the particulars of sale.
 - (i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.
 - (ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
 - (iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (f) This clause applies if '**mixed supply**' is specified in the particulars of sale.
 - (i) GST is included in the price.

- (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.
- (iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
- (iv) The parties must agree on the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.

(g) GST withholding - Residential premises or potential residential land

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act:

- (i) Vendor's notice
 - A. If the particulars of sale indicate that no GST withholding under Subdivision 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under section 14-255 that the purchaser is not required to make a GST withholding payment under section 14-250 for the reason indicated in the particulars of sale; otherwise
 - B. The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.
- (ii) Amount to be withheld by the purchaser
 - A. Where the margin scheme applies 7% of the purchase price; otherwise
 - B. 1/11th of the consideration inclusive of GST, which may include non-cash consideration.
- (iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.

(iv) Purchaser to remit withheld amount

- A. If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; otherwise
- B. The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.

(v) Vendor to indemnify purchaser

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

14. Loan, building report or pest report

- (a) 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 within the approval period or any later date in accordance with this condition.
- (b) If the loan has not been approved within the approval period, the purchaser may request an extension of time to obtain loan approval (extension request) and the vendor may either:
 - (i) Grant the extension request; or
 - (ii) Advise the purchaser that the extension request is refused,
 in which case the purchaser may, within 2 clear business days either:
 - (iii) End the contract; or
 - (iv) Advise the vendor that the purchaser no longer relies on this condition.
- (c) If the vendor fails to respond to the extension request within 2 clear business days the purchaser may, within a period of 2 clear business days, either:

- (i) End the contract; or
- (ii) Advise the vendor that the purchaser no longer relies on this condition.
- (d) The purchaser may end the contract if the loan is not approved within the approval period or the extended approval date, if applicable, but only if the purchaser:
 - (i) Applied for the loan; and
 - (ii) Did everything reasonably required to obtain approval of the loan; and
 - (iii) Provides written proof to the vendor that the loan was not approved; and
 - (iv) Serves written notice on the vendor ending the contract within 2 clear business days after the expiry of the approval period or the extended approval date, if applicable; and
 - (v) Is not in default under any other condition of this contract when the notice is given.
- (e) If the particulars of sale specify that this contract is subject to a building report or pest report being obtained, this contract is subject to the purchaser obtaining a building report and/or pest report satisfactory to the purchaser in relation to the property within 10 days of the day of sale (the satisfaction date) or any later date agreed by the vendor (the extended satisfaction date).
- (f) The purchaser may end the contract if a satisfactory report is not obtained by the satisfaction date, or the extended satisfaction date, if applicable, but only if the purchaser:
 - (i) Applied for the report; and
 - (ii) Provides the vendor with a copy of the written report; and
 - (iii) Serves written notice ending the contract on the vendor within 2 clear business days after the satisfaction date or extended satisfaction date, if applicable; and
 - (iv) Is not in default under any other condition of this contract when the notice is given; and

the building report reveals a defect, or the pest report reveals an infestation, either of which materially prejudices the purchaser and the purchaser, acting reasonably, would not have entered into the contract if the defect or infestation had been disclosed.

- (g) All deposit money must be immediately refunded to the purchaser if the contract is ended in accordance with this general condition.

15. Adjustments

- (a) 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. However, tax for which the vendor is or may become liable under the Land Tax Act 2005 in respect of the land will not be apportioned when the sale price is less than the threshold amount determined under s 10I of the Sale of Land Act 1962.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (i) 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
 - (ii) The land is treated as the only land of which the vendor is owner, as defined in the Land Tax Act 2005; and
 - (iii) The vendor is taken to own the land as a resident Australian beneficial owner; and
 - (iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.
- (c) If requested by the vendor, the purchaser must provide copies of all certificates and other information used to calculate adjustments.
- (d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement, adjustments will be calculated from the date of possession.

- (e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings in the name of the purchaser against any tenant for any amount due by the tenant to the vendor pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.
- (f) The purchaser is entitled to deduct 15% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to section 14-235(2) in Schedule 1 Taxation Administration Act 1953 (Cth) at least 5 days before settlement.
- (g) The purchaser must pay any amount deducted pursuant to general condition 15(f) to the Commissioner pursuant to section 14-200 in Schedule 1 Taxation Administration Act 1953 (Cth) at or immediately following settlement.
- (h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.
- (i) If, following completion, it is established that an error has occurred in the calculation of adjustments, the parties agree to rectify the error.

16. Time

- (a) Time is of the essence of this contract.
- (b) Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- (c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. This agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.

17. Service

- (a) 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.
- (b) A document is sufficiently served if served:
 - (i) Personally; or
 - (ii) By pre-paid post; or
 - (iii) By facsimile; or
 - (iv) By email.
- (c) Unless proven otherwise, any document sent by:
 - (i) Express post is taken to have been served on the next business day after posting;
 - (ii) Priority post is taken to have been served on the fourth business day after posting;
 - (iii) Regular post is taken to have been served on the sixth business day after posting;
 - (iv) Facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed;
 - (v) 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.
- (d) The word 'document' includes any 'demand' or 'notice', and 'service' includes 'give'.

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

- (a) If the purchaser is a proprietary limited company, the vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract.

- (b) Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.

21. Notices

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

22. Lease

- (a) The vendor must provide the purchaser with an original copy of any written lease affecting the property and any assignments or subleases of the lease.
- (b) If the vendor is unable to provide an original lease, the vendor must provide a copy acknowledged by the current tenant as binding on the parties.
- (c) If the property is subject to the Retail Leases Act 2003, the vendor must provide the purchaser with a copy of the disclosure statement.

23. Loss or damage before settlement

- (a) The purchaser 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.
- (b) The vendor carries the risk of loss or damage to the property until settlement and 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.

- (c) If one or more of the goods is not in the same condition it was in on the day of sale, at settlement the purchaser must not delay settlement but may claim compensation from the vendor after settlement.

- (d) If the property is not in the same condition it was in on the day of sale at settlement the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.

- (e) 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.

- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

24. Abandoned goods

Ownership of any goods owned by the vendor remaining on the premises after settlement passes to the purchaser.

25. Default

A party who defaults in the performance of this contract must pay to the other party, on demand:

- (a) At the time of settlement: any interest and costs pursuant to general conditions 27 and 28; and
- (b) After settlement: compensation for any reasonably foreseeable loss to the other party as a result of the default.

26. Interest

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

27. Default notice

- (a) 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.
- (b) The default notice must:
 - (i) Specify the particulars of the default; and
 - (ii) State that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:
 - A. The default is remedied; and
 - B. Costs of \$440, including GST, are paid.
- (c) The party serving the default notice may extend performance of the default notice in writing.

28. Rescission notice

- (a) If the party in default has not remedied the default within 7 days, the other party may give a rescission notice.
- (b) The rescission notice must:
 - (i) Specify the particulars of the failure to comply with the default notice; and
 - (ii) State that the contract will be ended in 10 days after the notice is given unless:
 - A. The default is remedied; and
 - B. Further costs of \$660, including GST, are paid.
- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.
- (d) If the contract ends by a rescission notice given by the purchaser:
 - (i) The purchaser must be repaid any money paid under the contract and be paid any interest, costs and reasonable losses payable under the contract; and

- (ii) All those amounts are a charge on the land until payment; and
- (iii) The purchaser may also recover any loss otherwise recoverable.
- (e) If the contract ends by a rescission notice given by the vendor:
 - (i) The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (ii) The vendor is entitled to possession of the property; and
 - (iii) In addition to any other remedy, the vendor may within one year of the contract ending either:
 - A. Retain the property and sue for damages for breach of contract; or
 - B. 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
 - (iv) 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
 - (v) Any determination of the vendor's damages must take into account the amount forfeited to the vendor.



SALE OF LAND (PUBLIC AUCTIONS) REGULATIONS 2014 - SCHEDULE 5

SCHEDULE 5

Sch. 5

[Regulation 6](#)

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of vendor

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

Bidding by co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

Vendor bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if—

- the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that the auctioneer is making a vendor bid is to say "vendor bid" in making the bid.

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

Sch. 5

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions

The law forbids any of the following—

- any person bidding for a vendor other than—
- the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
- a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners;
- the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property;
- the auctioneer acknowledging a bid if no bid was made;
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them;
- any person falsely claiming or falsely acknowledging that they made a bid;
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

Sch. 5

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the [Sale of Land Act 1962](#) or the [Sale of Land \(Public Auctions\) Regulations 2014](#). Copies of those laws can be found at the following web site: www.legislation.vic.gov.au under the title "Victorian Law Today".

Sch. 5

SPECIAL CONDITIONS

1 INTERPRETATION

- 1.1 "Business Day" means any day on which trading banks are open for business in Melbourne for the transacting of banking business.
- 1.2 "General Conditions" means the General Conditions incorporated into the Law Institute of Victoria and Real Estate Institute of Victoria Limited copyright contract 2008 version.
- 1.3 "Land" means the Land being sold described in the Particulars of Sale.
- 1.4 "Particulars of Sale" means the Particulars of Sale to which these special conditions are attached.
- 1.5 "Vendor's Statement" means a statement in accordance with section 32 of the Sale of Land Act 1962 as annexed and incorporated into this contract.
- 1.6 Headings are part of this contract but are for identification purposes only.
- 1.7 Where there is more than one person comprising the vendor or purchaser each such person shall be bound jointly and severally.
- 1.8 Wherein appearing the singular shall include the plural and the male gender shall include the female gender and/or a body corporate.

2 IDENTITY

The purchaser admits that the Land as offered for sale and inspected by the purchaser is identical to that described in the title particulars in the Vendor's Statement herewith. The purchaser cannot make any requisition or claim any compensation for any alleged misdescription of the Land or deficiency in the area or measurements or call upon the vendor to amend title.

3 PLANNING AND RESTRICTIONS

- 3.1 The purchaser acknowledges they have satisfied themselves of the location of all structures.
- 3.2 The purchaser further accepts that the property is sold subject to all encumbrances and restrictions including easements, covenants, appurtenant easements, implied easements, leases and any rights of any other person, whether they are disclosed or not.
- 3.3 The property is also sold subject to all restrictions as to the use of the Land pursuant to any legislation or regulation or requirement made by any authority under any order, plan, permit, scheme or overlay. No such restriction shall constitute a defect in the vendor's title.
- 3.4 The purchaser shall not make any claim against the vendor whatsoever in respect of any of the abovementioned points.

4 ENTIRE AGREEMENT AND NO REPRESENTATIONS

- 4.1 This contract sets out all the terms and conditions of this sale and any representation or promise or warranty made prior to this contract being executed which is not referred to herein or in the Vendor's Statement which may have been made for or on behalf of the vendor is hereby withdrawn and shall not be relied upon by the purchaser.
- 4.2 The purchaser agrees that he is not relying upon any representation made by or on behalf of the vendor to the purchaser or a representative of the purchaser and that the purchaser is relying upon his own enquiries made before signing this contract.
- 4.3 If any provision of this contract and/ or its application are deemed unfair, unenforceable or void under Australian consumer law then that part will be deemed severed from this contract and the remaining clauses shall not be affected and will remain enforceable.

5 GUARANTEE

- 5.1 Where the purchaser is a corporation (or a trust with a corporate trustee) not listed on an Australian stock exchange, the purchaser shall obtain the execution of a guarantee in the form annexed hereto, contemporaneously with the signing of the contract by or on behalf of the purchaser. The guarantee must be executed in compliance the Corporations Act (2001) Cth and with a pen-and-ink wet signature.
- 5.2 Where the purchaser is a trust where the trustees are natural persons, the purchaser shall obtain the execution of a guarantee in the form annexed hereto, contemporaneously with the signing of the contract by or on behalf of the purchaser. The guarantee must be executed with a pen-and-ink wet signature.
- 5.3 This contract is conditional upon a digital copy of the signed guarantee being delivered via electronic means to the vendor's representative within three business days of the contract date, and the original signed guarantee being delivered to the vendors representative prior to settlement. If the duly completed and executed guarantee is not delivered within the times specified, the purchaser shall be in default under this contract.
- 5.4 Should the purchaser not comply with this condition, in addition to the vendors other rights under this contract, the purchaser shall pay the vendor's legal costs of \$660.00.

6 BUILDING

- 6.1 The purchaser acknowledges and declares that they have purchased the property as a result of their own inspections and enquiries of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the vendor or his consultants or any agents or servants notwithstanding anything to the contrary herein contained or by-law otherwise provided or implied and it is agreed that the purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures.
- 6.2 The purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian building regulations, municipal by-laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed.
- 6.3 Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in the vendor's title and the purchaser shall not claim any compensation whatsoever from the vendor, nor require the vendor to comply with any one or more of those laws or regulations or to carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors.

7 GOODS

- 7.1 The purchaser shall not require the chattels fixtures and fittings to be in working order at the date of settlement, nor shall any compensation be claimed against the vendor thereto.
- 7.2 The purchaser acknowledges that he has satisfied himself of the condition of all fittings, appliances and chattels included in this sale.

8 TIME AND SETTLEMENT

- 8.1 If there is a requirement under this contract to perform an obligation, in particular but not limited to payment of the balance on the settlement date, that obligation must be performed by no later than 5:00pm on the date such obligation is due to be performed. If such an obligation is such that its failure to be completed gives rise to a default by the party responsible for performing that obligation, then the party who fails to perform that obligation by the stated time on the date shall be in default.
- 8.2 The purchaser shall provide a completed statement of adjustments ("adjustments") as well as all searches relied on in making their calculations no later than seven (7) Business Days before the settlement in order to provide the vendor and the vendor's representative sufficient time to communicate with the vendor, confirm the information contained within the adjustments and to provide directions for the proceeds of settlement funds.

- 8.3 The purchaser shall complete all tasks and compel their mortgagee (and any other party required by the purchaser to complete the settlement) to complete all tasks on the electronic settlement platform, that is required to bring the workspace (or any other such similar name) to a status that settlement is ready to proceed, a minimum of one hour prior to the agreed, scheduled settlement time.
- 8.4 Should settlement be delayed from the agreed, scheduled time on the due date for settlement due to an action or non- action by the purchaser or the purchaser's mortgage, each such delay shall be deemed a default.
- 8.5 The purchaser shall pay to the vendor's representative \$55.00 for each breach or default of the clauses contained within this condition to allow for the vendor's extra conveyancing costs (including communicating with the vendor, the real estate agent and the vendor's mortgagee) due to the purchaser's delay or default.
- 8.6 If the vendor's mortgagee(s) and/or caveator(s) are unable to rebook settlement immediately due to a purchaser's default in settlement, the purchaser's delay in settlement will be deemed to be the date
- that the vendor's mortgagee(s) and/or caveator(s) are in a position to settle and interest and other costs payable under this clause shall be payable until settlement occurs.

10 **DEFAULT**

- 10.1 General Conditions 32-35 (GC32-35) contained in the contract of sale of real estate prescribed under section 99 of the Estate Agents Act 1980 shall not apply to the contract attached hereto and the following special condition shall apply instead.
- 10.2 A purchaser who breaches this contract must pay to the vendor on demand:
- a) The full amount payable under the contract attached hereto, whether due to be paid or not; and
 - b) Compensation for any reasonably foreseeable loss to the vendor resulting from the breach; and
 - c) Any interest due under the contract attached hereto as a result of the breach.
- 10.3 The purchaser agrees that the vendor shall not be liable for any damages, costs or interest whatsoever or however arising. The vendor gives notice to the purchaser that in the event that the purchaser fails to complete the purchase of the property on the due date specified in the contract between the vendor and the purchaser ("the contract") for the payment of the residue as defined in the contract ("the due date") or any other date for the payment of the residue, which date shall be deemed to be the due date, as a result of the alteration of the due date as specified in the contract, the vendor will or may suffer the following reasonably foreseeable losses and expenses which the purchaser shall be required to pay to the vendor in addition to the interest payable in accordance with the terms of the contract:

- a) All costs associated with obtaining bridging finance to complete the vendor's purchase of another property or business and interest charged on such bridging finance;
- b) Interest, charges and other expenses payable by the vendor under any existing mortgage, charge or other like encumbrance over the property calculated from the due date for settlement;
- c) Accommodation and additional storage and removal expenses necessarily incurred by the vendor;
- d) Any additional legal costs and expenses occasioned by the default as between client and conveyancer and/ or solicitor and client on an indemnity basis;
- e) Penalties interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property;

10.4 General Condition 33 is deleted. If the purchaser defaults in payment of any money under this contract the purchaser shall pay to the vendor interest at the rate being 4 per cent higher than the rate prescribed from time to time pursuant to section 2 of the Penalty Interest Rates Act 1983 computed daily on the money overdue during the period of default without prejudice to any other rights of the vendor.

11 DEPOSIT

11.1 The vendor and the purchaser hereby authorise the vendor's representative to invest the whole or any part of the deposit in an Australian trading banking institution, but the representative need not invest the deposit.

11.2 The purchaser shall, within three Business Days of being requested to do so, provide their tax file number to the vendor's representative.

11.3 Any interest that is accrued on the deposit money less investment expenses will be paid to the party entitled to the deposit on the date on which the deposit is released to that party.

11.4 In the event that the purchaser is entitled to the deposit monies, the purchaser is not entitled to any interest on the deposit unless and until the purchaser advises the vendor's representative of the purchaser's tax file number.

11.5 If the due date for the payment of the deposit is not completed in the particulars of sale then the vendor and purchaser agree that the deposit is immediately due and payable to the vendor on the day of sale of this contract.

12 **MERGER**

All obligations which remain to be performed by the purchaser after settlement shall remain in full force and effect notwithstanding the settlement. However, all terms and conditions to be performed by the vendor shall merge absolutely in the registration of the transfer of land to the purchaser.

13 **FOREIGN INVESTMENT REVIEW BOARD (FRB) APPROVAL**

13.1 If the named purchaser or the nominated purchaser is a foreign person within the meaning of the Foreign Acquisitions and Takeovers Act 1975 (as adopted and amended from time to time) then the purchaser warrants to the vendor that they have received approval ("FIRB approval") from the Foreign Investment Review Board ("FIRB") of the Commonwealth of Australia and shall be deemed to be in default under this contract unless a copy of the FIRB approval letter is provided for the named purchaser and/or the nominated purchaser or evidence that the named purchaser or the nominated purchaser meet the criteria to be exempt from obtaining approval FIRB approval on the earlier of seven days from the date of sale or within seven days from the date the contract becomes unconditional or simultaneously with the nomination form (whichever is the earlier date).

13.2 The named purchaser and or the nominated purchaser hereby warrant that they will comply with this special condition and all of their obligations to obtain approval to acquire the Land hereby sold, as required by law and shall indemnify and keep indemnified the vendor for any loss and damages including consequential loss, and costs and expenses incurred by the vendor as a result of the vendor having relied on this warranty when entering into this contract.

13.3 The vendor shall retain an equitable interest in the Land hereby sold until all loss and damages including consequential loss, and costs and expenses incurred by the vendor are paid by the party that breached this special condition.

14 **EXTENSION REQUESTS**

Should the purchaser request an extension to any condition enduring for the benefit of the purchaser (excluding the settlement date) the purchaser must pay \$220.00 to the vendor's representative at settlement, for each extension request. The purchaser agrees this fee is the vendor's reasonable estimate of additional legal costs incurred by the vendor to facilitate the request, even if the request is not made directly through the vendor's representative.

15 **VARIATION REQUEST**

Should the purchaser request any variation to the settlement date or other variation of the terms of this contract after the date of sale, the purchaser must pay \$220.00 to the vendor's representative at settlement, for each variation request. The purchaser agrees this fee is the vendor's reasonable estimate of additional legal costs incurred by the vendor to facilitate the request, even if the request is not made directly through the vendor's representative.

16 **SOLAR PANELS**

In respect of any solar panels that are installed at the property, the vendor warrants that they are owned by the vendor and will be unencumbered and transferred to the purchaser at settlement. However, the vendor makes no warranties or any representations in relation to their condition, any electricity generated by them, that they have been properly installed, their input or feed in tariff rate. Any agreement between the vendor and the purchaser with an energy supplier will not pass to the purchaser and shall cease at settlement.

17 **NOTICES**

A default or rescission notice given by the purchaser to the vendor under this contract shall only be delivered by pre- paid post and shall be taken to be made and received three Business Days after the day of posting, or where it is posted in the period between 20th December and 7th January in each year, shall be deemed to be received three Business Days after the 7th January following the date of postage.

18 **LEASE AGREEMENTS**

Where the property is sold with a lease, the purchaser shall not be entitled to any other lease or tenancy documentation other than that attached to the Vendor's Statement. The purchaser will not require the vendor to provide any further lease or tenancy documentation or amend the documentation nor pay any costs of amending the documentation. The purchaser will not be entitled to refuse or delay settlement or claim any compensation or damages as a result of the vendor not being able to deliver an original copy of the lease or tenancy documentation at settlement. This special condition shall not merge with settlement.

19 **POWER OF ATTORNEY**

Where the Contract of Sale is executed by the vendor pursuant to a POA, the purchaser shall not be entitled to make any objection to the execution of the Contract of Sale and/or any other documents authorised under a Power of Attorney with the only exception being to confirm whether or not the Power of Attorney has been revoked prior to settlement.

INFORMATION ONLY

GUARANTEE and INDEMNITY

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

and of
.....

being the **Sole Director / Directors** of ACN
.....

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

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

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....)
.....

in the presence of:) Director (Sign)
)
Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....)
.....

in the presence of:) Director (Sign)
)
Witness.....)

Vendor Statement

Pursuant to Section 32 Sale of Land Act 1962

And

Contract of Sale of Land

Property address: 53 WOODCREST WAY, WOLLERT VIC 3750

Vendor: Ardian Pollozhani as Director of Pollozhani Homes Pty Ltd

Purchaser:

Prepared by:
Anthonys Solicitors

Email: nadia@anthonyslegal.com.au

Ref: 25/778

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, or on behalf of, the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land: 53 WOODCREST WAY, WOLLERT VIC 3750

SIGNED BY THE VENDOR

Name: Ardian Pollozhani as Director of
Pollozhani Homes Pty Ltd

On ___/___/20___

State nature of authority if applicable.

SIGNED BY THE PURCHASER

Name:

On ___/___/20___

State nature of authority if applicable.

SUMMARY PAGE OF THE VENDOR STATEMENT *(Please tick)*

✓	Topic	✓	Topic	✓	Topic
✓	Attachments		Subdivision	✓	Building insurance
✓	Title		Owners corporation		Terms contract
✓	Land use & services		Notices		Sale subject to mortgage
✓	Planning	✓	Building permits		(GAIC) Growth areas infrastructure contribution
✓	Financial matters		Owner builder insurance		Disclosure of energy information

ATTACHMENTS

Any certificates, documents and other attachments may be annexed or further information added here.

Attached

Further information:

TITLE

Attached are copies of the following documents:

- (a) Register Search Statement and the document referred to as the diagram location in the Register Search Statement.
- (b) Evidence of the vendor’s right or power to sell where the vendor is not the registered proprietor or the owner in fee simple.

LAND USE & SERVICES

(a) Easements, covenants, or other similar restrictions

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

Attached copies of title document/s.

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

(b) Services

The following services are NOT connected to the land:

Electricity supply Gas supply Telephone Water supply Sewerage

(c) Road access Yes No

PLANNING

(a) Planning scheme

Attached is a certificate with the required specified information.

(b) Designated bushfire prone area

Yes No Under [section 192A](#) of the [Building Act 1993](#)

FINANCIAL MATTERS

(a) Particulars of the amount of any rates, taxes, charges or other similar outgoings including interest

Contained in the attached certificate/s.

(b) Particulars of any charge under any Act

Amount owing: \$ To Chargee:

Other particulars (including dates and times of payments):

BUILDING PERMITS

Is there a residence on the land? Yes No

If yes, particulars of any building permit issued under the [Building Act 1993](#) in the preceding 7 years are:

Attached.

BUILDING INSURANCE

Damage and destruction

*This section applies only 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.*

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

OR

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

Name of insurance company:	
Type of policy:	Policy number:
Expiry date:	Amount insured:

DUE DILIGENCE CHECKLIST FOR HOME AND RESIDENTIAL PROPERTY BUYERS

Consumer Affairs Victoria

Overview

Before you buy a home or vacant residential land, 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.

All sellers or estate agents must make this checklist available to potential buyers of homes or residential property.

Sellers or estate agents must:

- ensure copies of the due diligence checklist are available to potential buyers at any open for inspection
- include a link to this webpage ([consumer.vic.gov.au/due diligence checklist](http://consumer.vic.gov.au/due-diligence-checklist)) or include a copy on any website maintained by the estate agent or the seller (if no estate agent is acting for the seller).

You can print additional copies of the [Due diligence checklist \(Word, 58KB\)](#).

This page contains additional links to organisations and web pages that can help you learn more.

Urban living

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.

For more information, visit the [Commercial and industrial noise page on the Environment Protection Authority website](#) and the [Odour page on the Environment Protection Authority website](#).

Buying into 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.

For more information, view our [Owners corporations section](#) and read the [Statement of advice and information for prospective purchasers and lot owners \(Word, 53KB\)](#).

Growth areas

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

For more information, visit the [Growth Areas Infrastructure Contribution page on the Department of Environment, Land, Water & Planning website](#).

To find out if a property is within the Melbourne Strategic Assessment area, which has special requirements for biodiversity conservation, use the Obligations in the Biodiversity Conservation Strategy Area tool on the [Department of Environment, Land, Water and Planning - Native Vegetation Information Management website](#).

Flood and fire risk

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.

For information about fire risk, visit:

- [Bushfire Management Overlay in planning schemes - Department of Environment, Land, Water & Planning website](#)
- [Building in bushfire prone areas - Department of Environment, Land, Water & Planning website](#).

For general information about flood risk, visit the [Australian Flood Risk Information Portal on the Geoscience Australia website](#).

To find out who is responsible for floodplain management in your area, visit the [Catchment management framework page on the Department of Environment, Land, Water & Planning website](#).

Catchment management authority websites:

- [Melbourne Water website](#) - includes floodplain management for Port Phillip and Westernport regions
- [Corangamite Catchment Management Authority website](#)
- [East Gippsland Catchment Management Authority website](#)
- [Glenelg Hopkins Catchment Management Authority website](#)
- [Goulburn Broken Catchment Management Authority website](#)
- [Mallee Catchment Management Authority website](#)
- [North Central Catchment Management Authority website](#)
- [North East Catchment Management Authority website](#)
- [West Gippsland Catchment Management Authority website](#)
- [Wimmera Catchment Management Authority website](#).

Rural properties

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. For information about what impacts you should expect and how to manage them, visit the [New landholders section on the Agriculture Victoria website](#).
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property. The limitations on clearing and processes for legal clearing are set out on the [Native vegetation page on the Agriculture Victoria website](#).
- Do you understand your obligations to manage weeds and pest animals? Visit the [New landholders section on the Agriculture Victoria website](#).
- Can you build new dwellings? Contact the local council for more information.
- 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? For more information, visit the [Forestry & land use page on the Department of Environment, Land, Water & Planning website](#).

Earth resource activity, such as mining

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.

For more information, visit the:

- [GeoVic page on the Department of Economic Development, Jobs, Transport and Resources website](#)
- [Information for community and landholders page on the Department of Economic Development, Jobs, Transport and Resources website](#).

Soil and groundwater contamination

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.

For information on sites that have been audited for contamination, visit the [Contaminated site management page on the Environment Protection Authority website](#).

For guidance on how to identify if land is potentially contaminated, see the Potentially Contaminated Land General Practice Note June 2005 on the [Planning Practice Notes page on the Department of Environment, Land, Water & Planning website](#).

Land boundaries

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.

For more information, visit the [Property and land titles page on the Department of Environment, Land, Water & Planning website](#).

Planning controls affecting 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.

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.

The local council can give you advice about planning schemes, as well as details of proposed or current planning permits. For more information, visit the [Planning Schemes Online section on the Department of Environment, Land, Water & Planning website](#).

A cultural heritage management plan or cultural heritage permit may be required prior to works being undertaken on the property. For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the [Planning and development of land page on the Aboriginal Victoria website](#).

Safety

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.

For more information, visit the [Consumers section on the Victorian Building Authority website](#) and the [Energy Safe Victoria website](#).

Building permits

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.

For more information about building regulation, visit our [Building and renovating section](#).

Aboriginal cultural heritage and building plans

For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the [Planning and development of land page on the Aboriginal Victoria website](#).

Insurance cover for recent building or renovation works

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

You can find out more about insurance coverage on the [Owner builders page on the Victorian Building Authority website](#) and [Domestic building insurance page on the Victorian Building Authority website](#).

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.

For help choosing an energy retailer, visit the [Victorian Energy Compare website](#).

For information on possible impacts of easements, visit the [Caveats, covenants and easements page on the Department of Environment, Land, Water and Planning website](#).

For information on the National Broadband Network (NBN) visit the [NBN Co website](#).

Buyers' rights

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.

For more information, view our [Buying property section](#).

Professional associations and bodies that may be helpful:

- [Australian Institute of Architects website](#)
- [Association of Consulting Surveyors Victoria website](#)
- [Australian Institute of Conveyancers \(Victorian Division\) website](#)
- [Institute of Surveyors Victoria website](#)
- [Law Institute of Victoria website](#)
- [Real Estate Institute of Victoria website](#)
- [Strata Community Australia \(Victoria\) website](#).

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

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

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

VOLUME 12143 FOLIO 466

Security no : 124128453436D
Produced 26/09/2025 11:49 AM

LAND DESCRIPTION

Lot 352 on Plan of Subdivision 707657D.
PARENT TITLE Volume 11983 Folio 724
Created by instrument PS707657D 20/08/2019

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
POLLOZHANI HOMES PTY LTD of 135 BOUNDARY ROAD WOLLERT VIC 3750
AZ155412V 16/05/2025

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS707657D 20/08/2019

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987
AJ573837S 29/03/2012

AGREEMENT Section 173 Planning and Environment Act 1987
AQ992940B 07/05/2018

AGREEMENT Section 173 Planning and Environment Act 1987
AQ993046W 07/05/2018

DIAGRAM LOCATION

SEE PS707657D 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: 53 WOODCREST WAY WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 21597P ANTHONYS SOLICITORS
Effective from 16/05/2025

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

The information supplied by InfoTrack (Smokeball) has been obtained from InfoTrack Pty Limited
Delivered from the LANDATA® System by InfoTrack Pty Ltd

by agreement between them. The information supplied has been obtained by InfoTrack Pty Limited who is licensed by the State of Victoria to provide this information via LANDATA® System.

INFORMATION ONLY

Imaged Document Cover Sheet

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

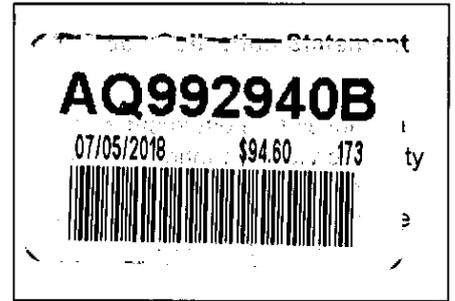
Document Type	Instrument
Document Identification	AQ992940B
Number of Pages (excluding this cover sheet)	14
Document Assembled	26/09/2025 11:52

Copyright and disclaimer notice:

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

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

Application by a responsible authority for the making of a recording of an agreement
Section 181 Planning and Environment Act 1987



Lodged by

Name: *The Corcoran's Group*

Phone:

Address:

Reference:

Customer code: *20331L*

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

Land:(volume and folio)

VOLUME 11461 FOLIO 209

Responsible authority:(full name and address, including postcode)

CITY OF WHITTLESEA, MUNICIPAL OFFICES, 25 FERRES BOULEVARD, SOUTH MORANG 3752

Section and act under which agreement is made:

SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

A copy of the agreement is attached to this application:

SEE ATTACHED AGREEMENT

Signing:

35271702A

181PEA

Page 1 of 2

THE BACK OF THIS FORM MUST NOT BE USED

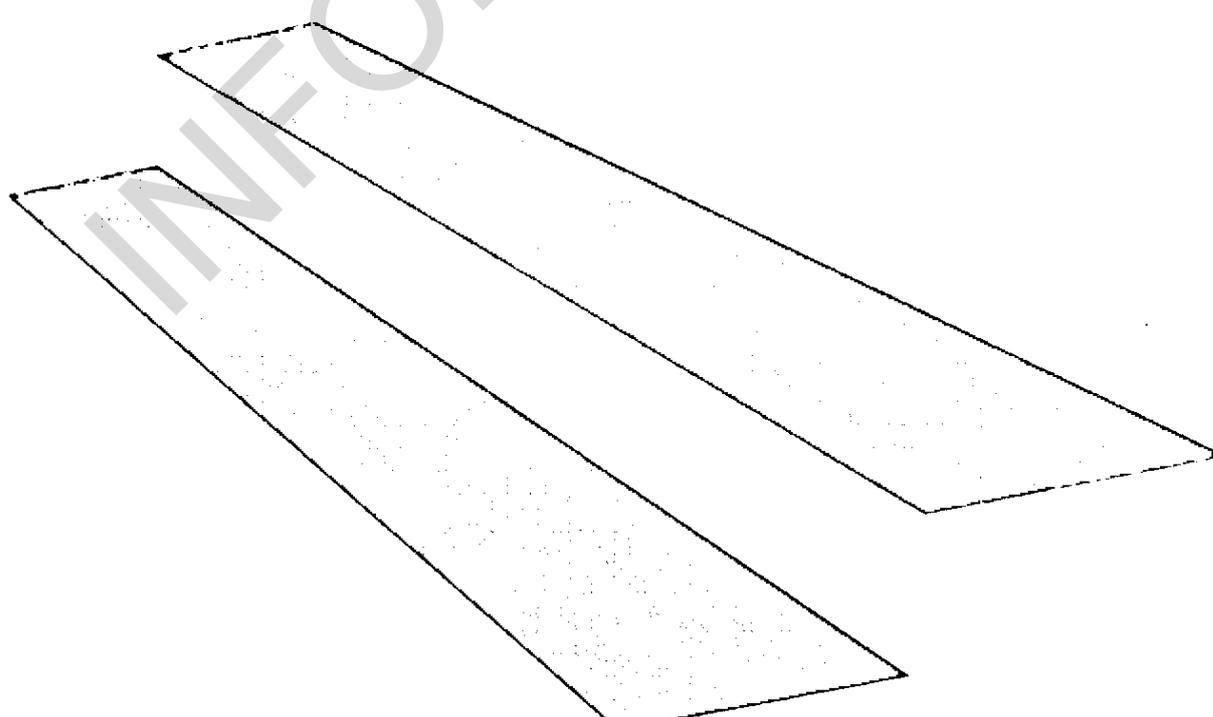
Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us



AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT

AQ992940B

07/05/2018 \$94.60 173

Ref: 277672
Version: 1
Date: 20/04/2018

Table of Contents

1. Definitions.....3

2. Interpretation4

3. Agreement Under Section 173 of the Act.....5

4. Effect of Agreement.....5

5. Successors in Title.....6

6. Covenants of the Owner6

7. Costs7

8. Notices7

9. Further Assurance8

10. No Fettering of Council's Powers8

11. Waiver8

12. Severability8

13. Counterparts.....8

14. Governing Law8

15. Ending of Agreement.....8

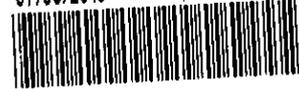
Executed as an Agreement10

Schedule11

Mortgagees Consent to Registration of Section 173 Agreement.....12

AQ992940B

07/05/2018 \$94.60 173





THIS AGREEMENT is made the 2ND day of MAY 2018

PARTIES

- + **Whittlesea City Council** of Civic Centre ,Ferres Boulevard, South Morang, Victoria (**Council**)
- + The party referred to in Item 1 (**Owner**)

BACKGROUND

- A. Council is the Responsible Authority for administration of the Planning Scheme under the Act.
- B. The Owner is or is entitled to be the registered proprietor of the Land.
- C. Council has issued the Permit.
- D. The Permit allows for the subdivision of 89-95 Craigieburn Road Wollert.
- E. Prior to the issue of a Statement of compliance for any stage on the Subdivision allowed under the Permit, Condition 24 of the Permit provides for the Owner to enter into an agreement with Council under Section 173 of the Act, to provide for the matters referred to in that Condition.
- F. Council and the Owner have agreed to enter into this Agreement to:
 - (a) give effect to Condition 24 of the Permit; and
 - (b) achieve and advance the objectives of planning in the State of Victoria and the objectives of the Planning Scheme. \

GENERAL TERMS

1. Definitions

In this Agreement the following words have the following meanings unless the contrary intention appears:

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

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;

Commencement Date means the date of this Agreement



Conservation Management Plan means the Conservation Management Plan (Report 0981-2, Version 1.1, June 2012) prepared and endorsed in accordance with Condition 1 of the Permit.

Development means the development of the Land in accordance with the Permit;

Endorsed Plans means the plans of the Land approved by Council to form part of the Permit;

Item means an item in the Schedule;

Land means the land described in Item 2;

Lot means a lot created upon registration of the Plan of Subdivision.

Mortgage means the mortgage described in Item 3;

Owner means the person referred to in Item 4, and entitled from time to time to be registered as proprietor of an estate in fee simple of the Land or any part of it;

Owner's Corporation means any owner's corporation created on registration of the Plan of Subdivision in accordance with the *Owners Corporation Act 2006*.

Party or Parties means the parties to this Agreement

Permit means Planning Permit Number 713236 issued on 24 April 2012 authorising multi lot, staged residential subdivision of , removal of native vegetation and dry stone walls on, and creation of access to a road Zone Category 1 from , 85-95 Craigieburn Road, Wollert in accordance with the endorsed Plan and any subsequent or amended permit thereto;

Planning Approval means any planning permit issued in accordance with the Act;

Planning Scheme means the Whittlesea City Council Planning Scheme and any other planning scheme which applies to the Land and includes any planning control in the form of or similar to a planning scheme;

Plan of Subdivision means the plan illustrating the subdivision of the Land in accordance with the Permit;

Schedule means the schedule forming part of this Agreement; and

Termination Date means the date in 4.

2. Interpretation

- 2.1 Unless the context provides otherwise, the singular includes the plural and the plural includes the singular.
- 2.2 A reference to a gender includes a reference to each other gender.

- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body.
- 2.4 A reference to a permit includes a reference to that permit and all amendments to that permit.
- 2.5 If the Owner comprises more than one person, this Agreement binds them jointly and each of them severally.
- 2.6 A reference to a law includes any law amending, consolidating or replacing it or any regulation made under that law.
- 2.7 All headings are for ease of reference only and are not to be taken into account in the construction or interpretation of this Agreement.
- 2.8 The recitals to this Agreement are and are taken to be part of this Agreement.
- 2.9 Any reference in this Agreement to the Council includes (where applicable) its agents, officers, employees, servants, workers and contractors.

3. Agreement Under Section 173 of the Act

The Council and the Owner agree that, without limiting or restricting their respective powers to enter into this Agreement and as far as it may be treated, this Agreement is made under section 173 of the Act.

4. Effect of Agreement

4.1 Commencement Date

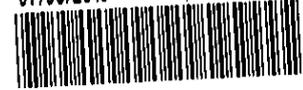
This Agreement commences on the Commencement Date.

4.2 Planning objectives

The parties acknowledge that the provisions of this Agreement are intended to achieve or to advance (or both) the objectives of planning in Victoria and the objectives of the Planning Scheme and any matters incidental to those objectives.

4.3 Binding covenants

The obligations of the Owner under this Agreement take effect as covenants which are annexed to and run at law and equity with the Land to bind the Owner and each successor, assignee or transferee of the Owner, the registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the Land and every part of the Land.



5. Successors in Title

Without limiting the operation or effect of this Agreement, the Owner must, until such time as a memorandum of this Agreement is registered on the title to the Land, procure that the Owner's successors in title:

- (a) give effect to and do all acts and sign all documents which may be required for the Owner's successors to give effect to this Agreement; and
- (b) execute a deed agreeing to be bound by the terms of this Agreement as if the Owner's successors were named as the Owner under this Agreement.

6. Covenants of the Owner

The Owner:

- (a) covenants and agrees that it is responsible for the ongoing management of the land for a period of 10 years in accordance with the Conservation Management Plan to the satisfaction of Council;
- (b) must bring this Agreement to the attention of any mortgagee of the Land and of any assignee, transferee, lessee, licensee or occupier of the Land;
- (c) warrants that there are no mortgages, liens, charges or other encumbrances or leases or any rights of any person other than the Owner affecting the Land not disclosed by the usual searches or notified to Council in writing before the Commencement Date;
- (d) warrants that no part of the Land is subject to any rights obtained by adverse possession or to any easements or rights described or referred to in Section 42 of the *Transfer of Land Act 1958* (Vic);
- (e) consents and agrees to Council making application to the Registrar of Titles to record this Agreement on the certificate of title to the Land in the register in accordance with Section 181 of the Act and to do all things necessary to enable the recording to be made in the register, including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator,
- (f) indemnifies and keeps indemnified Council against all costs, expenses, losses or damages which Council may sustain, incur or suffer or be or become liable for in respect of any suit, action, proceeding, judgment or claim brought by any person arising from or referable to the matters referred to in this Agreement or any breach of this Agreement; and



- (g) must ensure that this agreement is recorded on each Lot title that may be created as a result of the registration of the Plan of Subdivision;

all to the satisfaction of Council.

7. Costs

The Owner must pay, on demand, Council's costs and expenses (including legal and other consultants' expenses) of and incidental to:

- (a) the negotiation, preparation, execution, registration and enforcement or attempted exercise or enforcement of this Agreement or the ending of this Agreement as contemplated by clause 15;
- (b) the administration and supervision of this Agreement by Council, except for administration and supervision which Council is obliged to carry out under its statutory duties; and
- (c) any request by the Owner for Council's consent or approval under this Agreement.

8. Notices

8.1 A notice or other communication required or allowed to be served by a party on another party must be in writing and must be served:

- (a) by delivering it personally to that party;
- (b) by sending it by prepaid post addressed to that party at the address set out in Item 5 or Item 6 (as the case may be) or as subsequently notified to each party from time to time; or
- (c) by sending it by fax.

8.2 A notice or other communication is taken to be served:

- (a) if personally delivered, on the next business day following delivery;
- (b) if posted, on the expiry of two business days after the date of posting; or
- (c) if sent by fax, at the time recorded by the fax machine of the party sending the transmission, provided that:
 - (i) the transmission is successful and has been transmitted in its entirety; and
 - (ii) if the time recorded is after 5.00pm, the time is taken to be 9.00am on the first business day following transmission.



9. Further Assurance

Each party to this Agreement must sign and execute all further documents and do all acts and things as may be required by Council to give effect to the terms and conditions in this Agreement.

10. No Fettering of Council's Powers

The Owner acknowledges that this Agreement does not fetter, limit or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the grant of any Planning Approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

11. Waiver

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

12. Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement remain operative.

13. Counterparts

This Agreement may be executed in any number of counterparts each of which when executed is taken to be an original and such counterparts together constitute one Agreement.

14. Governing Law

This Agreement takes effect, is governed by and to be construed in accordance with the laws from time to time in force in the State of Victoria.

15. Ending of Agreement

15.1 This agreement ends on the Termination Date.

15.2 As soon as reasonably practicable after this Agreement has ended Council may (but is not obliged) at the request and cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement in the register.

The rest of this page has intentionally been left blank



INFORMATION ONLY

Agreement Under Section 173 of the Planning and Environment Act



AQ992940B

07/05/2018 \$94.60 173



EXECUTED AS AN AGREEMENT

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



[Signature] Julia EDWARDS Delegate

Executed by Craigieland Pty Ltd)
ACN 122 185 326 in accordance with)
Section 127(1) of the Corporations Act)
2001:)

.....
Signature of Director
Nicholas Corcoris

[Signature]
Signature of Director
Michael Joseph Corcoris

INFORMATION

Agreement Under Section 173 of the Planning and
Environment Act



AQ992940B



SCHEDULE

Item 1 Owner		Craigieland Pty Ltd ACN 122 185 326
Item 2 Land		land situated at 85 - 95 Craigieburn Road , Wollert being the land in Certificate of Title Volume 11461 Folio 209 on the endorsed Plan and any reference to the Land in this Agreement includes any lot created by the subdivision of the Land or any part of it.
Item 3 Mortgagee		R.M.B.L. Investments Ltd Mortgage No AJ616393T as varied by Variation of Mortgage AQ364510H
Item 4 Termination Date		10 years from the date hereof
Item 5 Address of Council	of	Civic Centre, Ferres Boulevard, South Morang , Victoria
Item 6 Address of Owner	of	Level 1, 20 Council Street, Hawthorn East, Victoria

Agreement Under Section 173 of the Planning and Environment Act



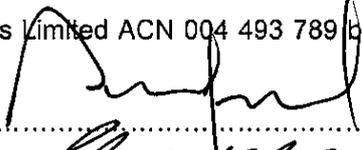
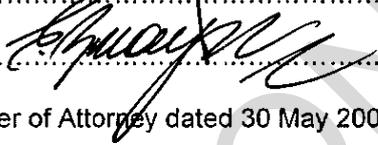
AQ992940B



MORTGAGEES CONSENT TO REGISTRATION OF SECTION 173 AGREEMENT

R.M.B.L. INVESTMENTS LIMITED ACN 004 493 789 as proprietor of Mortgage No Mortgage No AJ616393T as varied by Variation of Mortgage AQ364510H hereby consents to the registration of the within Section 173 Agreement.

Signed for and on behalf of RMBL Investments Limited ACN 004 493 789 by (2) of its Attorneys:

- 1) SURINDER GURDIAL.....
- 2) ELENA GRAYSON.....

Under Power of Attorney dated 30 May 2001

Before me:

A certified copy of which is filed in Permanent Order Book No 277 at page 017.


.....
Signature of Witness

Catherine Martin

.....
Name of Witness

INFORMATION ONLY

Imaged Document Cover Sheet

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

Document Type	Instrument
Document Identification	AQ993046W
Number of Pages (excluding this cover sheet)	13
Document Assembled	26/09/2025 11:52

Copyright and disclaimer notice:

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

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

Application by a responsible authority for the making of a recording of an agreement
Section 181 Planning and Environment Act 1987



Lodged by
Name: *The Corcoris Group*

Phone:

Address:

Reference:

Customer code: *20331L*

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

Land:(volume and folio)

VOLUME 11461 FOLIO 209

Responsible authority:(full name and address, including postcode)

CITY OF WHITTLESEA, MUNICIPAL OFFICES, 25 FERRES BOULEVARD, SOUTH MORANG 3752

Section and act under which agreement is made:

SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

A copy of the agreement is attached to this application:

SEE ATTACHED AGREEMENT

Signing:

35271702A

181PEA

Page 1 of 2

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

Application by a responsible authority for the making of a recording of an agreement
Section 181 Planning and Environment Act 1987

Privacy Collection Statement

AQ993046W

07/05/2018 \$94.60 173



Authority of

Certifications

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

Executed on behalf of CITY OF WHITTLESEA

Signer Name ~~EDWARD LUI~~ DEAN HAROLD LOUIG

Signer Organisation

Signer Role ~~LICENSED CONVEYANCER~~ LEGAL PRACTITIONER

Signature 

Execution Date 7 MAY 2018

35271702A

181PEA

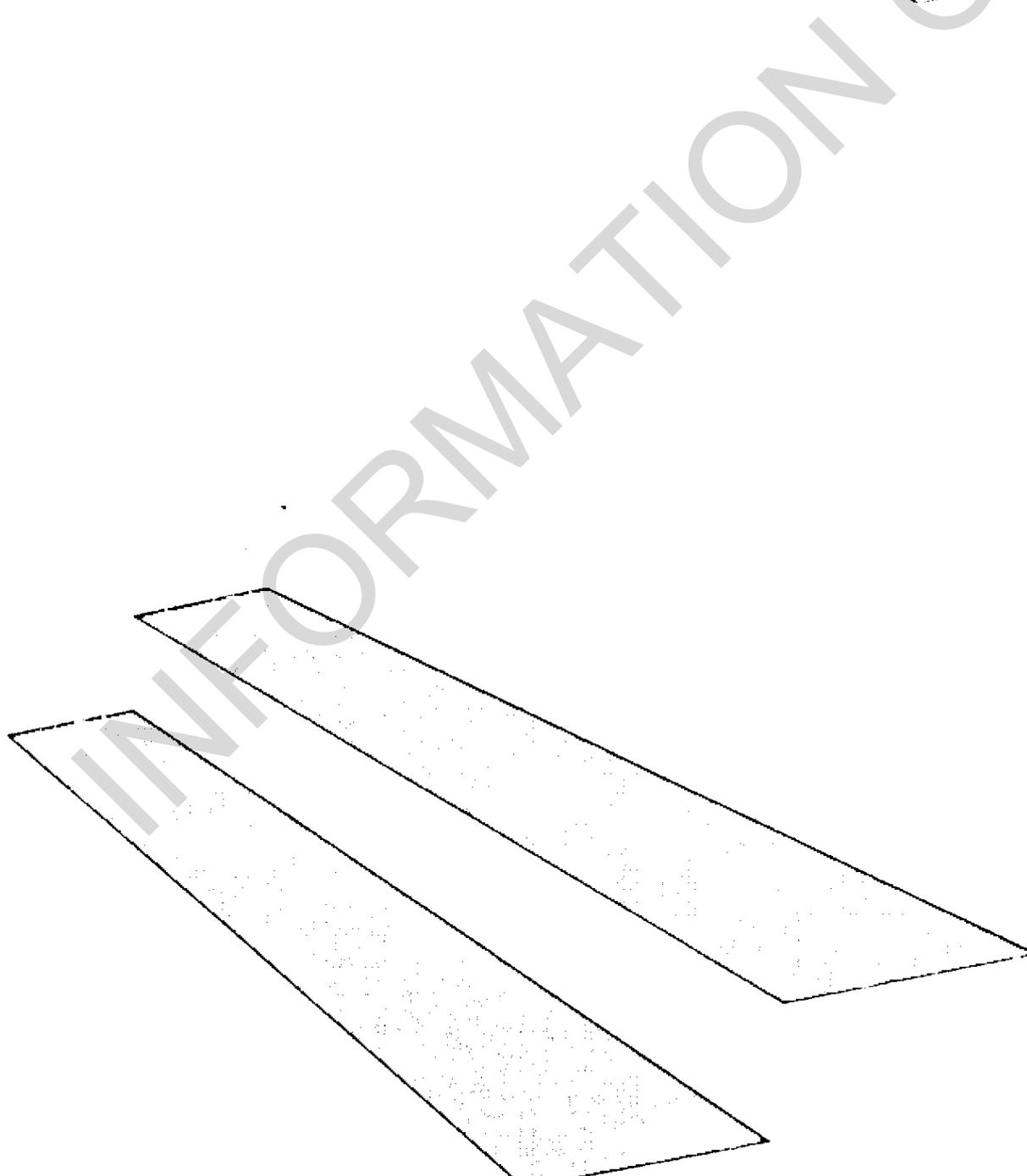
Page 2 of 2

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us



AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT



Ref: 277672
Version: 1
Date: 20/04/2018

Table of Contents

1. Definitions 3

2. Interpretation 4

3. Agreement Under Section 173 of the Act 5

4. Effect of Agreement 5

5. Successors in Title 5

6. Covenants of the Owner 6

7. Costs 7

8. Notices 7

9. Further Assurance 7

10. No Fettering of Council's Powers 8

11. Waiver 8

12. Severability 8

13. Counterparts 8

14. Governing Law 8

15. Ending of Agreement 8

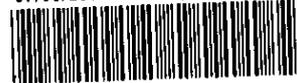
Executed as an Agreement 9

Schedule 10

Mortgagees Consent to Registration of Section 173 Agreement 11

AQ993046W

07/05/2018 \$94.60 173



Agreement Under Section 173 of the Planning and Environment Act



AQ993046W



THIS AGREEMENT is made the 2nd day of MAY 2018

PARTIES

- + Whittlesea City Council of Civic Centre ,Ferres Boulevard, South Morang, Victoria (Council)
- + The party referred to in Item 1 (Owner)

BACKGROUND

- A. Council is the Responsible Authority for administration of the Planning Scheme under the Act.
- B. The Owner is or is entitled to be the registered proprietor of the Land.
- C. Council has issued the Permit.
- D. The Permit allows for the subdivision of 89-95 Craigieburn Road Wollert.
- E. Prior to the issue of a Statement of compliance for any stage on the Subdivision allowed under the Permit, Condition 22 of the Permit provides for the Owner to enter into an agreement with Council under Section 173 of the Act, to provide for the matters referred to in that Condition.
- F. Council and the Owner have agreed to enter into this Agreement to:
 - (a) give effect to Condition 22 of the Permit; and
 - (b) achieve and advance the objectives of planning in the State of Victoria and the objectives of the Planning Scheme. \

GENERAL TERMS

1. Definitions

In this Agreement the following words have the following meanings unless the contrary intention appears:

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

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;

Commencement Date means the date of this Agreement

Council Boundary Fence means fences built or constructed on the Boundary between the Subject Land and a Reserve or Open Space;



Development means the development of the Land in accordance with the Permit;

Endorsed Plans means the plans of the Land approved by Council to form part of the Permit;

Item means an item in the Schedule;

Land means the land described in Item 2;

Lot means a lot created upon registration of the Plan of Subdivision.

Mortgage means the mortgage described in Item 3;

Owner means the person referred to in Item 4, and entitled from time to time to be registered as proprietor of an estate in fee simple of the Land or any part of it;

Owner's Corporation means any owner's corporation created on registration of the Plan of Subdivision in accordance with the *Owners Corporation Act 2006*.

Party or Parties means the parties to this Agreement

Permit means Planning Permit Number 713236 issued on 24 April 2012 authorising multi lot, staged residential subdivision of , removal of native vegetation and dry stone walls on, and creation of access to a road Zone Category 1 from , 85-95 Craigieburn Road, Wollert in accordance with the endorsed Plan and any subsequent or amended permit thereto;

Planning Approval means any planning permit issued in accordance with the Act;

Planning Scheme means the Whittlesea City Council Planning Scheme and any other planning scheme which applies to the Land and includes any planning control in the form of or similar to a planning scheme;

Plan of Subdivision means the plan illustrating the subdivision of the Land in accordance with the Permit;

Schedule means the schedule forming part of this Agreement; and

Termination Date means the date in 4.

2. Interpretation

- 2.1 Unless the context provides otherwise, the singular includes the plural and the plural includes the singular.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body.

- 2.4 A reference to a permit includes a reference to that permit and all amendments to that permit.
- 2.5 If the Owner comprises more than one person, this Agreement binds them jointly and each of them severally.
- 2.6 A reference to a law includes any law amending, consolidating or replacing it or any regulation made under that law.
- 2.7 All headings are for ease of reference only and are not to be taken into account in the construction or interpretation of this Agreement.
- 2.8 The recitals to this Agreement are and are taken to be part of this Agreement.
- 2.9 Any reference in this Agreement to the Council includes (where applicable) its agents, officers, employees, servants, workers and contractors.

3. Agreement Under Section 173 of the Act

The Council and the Owner agree that, without limiting or restricting their respective powers to enter into this Agreement and as far as it may be treated, this Agreement is made under section 173 of the Act.

4. Effect of Agreement

4.1 Commencement Date

This Agreement commences on the Commencement Date.

4.2 Planning objectives

The parties acknowledge that the provisions of this Agreement are intended to achieve or to advance (or both) the objectives of planning in Victoria and the objectives of the Planning Scheme and any matters incidental to those objectives.

4.3 Binding covenants

The obligations of the Owner under this Agreement take effect as covenants which are annexed to and run at law and equity with the Land to bind the Owner and each successor, assignee or transferee of the Owner, the registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the Land and every part of the Land.

5. Successors in Title

Without limiting the operation or effect of this Agreement, the Owner must, until such time as a memorandum of this Agreement is registered on the title to the Land, procure that the Owner's successors in title:

- (a) give effect to and do all acts and sign all documents which may be required for the Owner's successors to give effect to this Agreement; and

AQ993046W





- (b) execute a deed agreeing to be bound by the terms of this Agreement as if the Owner's successors were named as the Owner under this Agreement.

6. Covenants of the Owner

The Owner:

- (a) covenants and agrees that, unless damage is caused by Council or its representatives whilst undertaking maintenance works in a Reserve, the owner of each Lot abutting tree reserves and open space, must carry out all future maintenance of and all repairs to Council Boundary Fences (excluding the removal of graffiti) abutting tree reserves and open space :
- (i) at the full cost of the relevant Lot Owner; and
- (ii) to the satisfaction of Council;
- (b) must bring this Agreement to the attention of any mortgagee of the Land and of any assignee, transferee, lessee, licensee or occupier of the Land;
- (c) warrants that there are no mortgages, liens, charges or other encumbrances or leases or any rights of any person other than the Owner affecting the Land not disclosed by the usual searches or notified to Council in writing before the Commencement Date;
- (d) warrants that no part of the Land is subject to any rights obtained by adverse possession or to any easements or rights described or referred to in Section 42 of the *Transfer of Land Act 1958* (Vic);
- (e) consents and agrees to Council making application to the Registrar of Titles to record this Agreement on the certificate of title to the Land in the register in accordance with Section 181 of the Act and to do all things necessary to enable the recording to be made in the register, including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator,
- (f) indemnifies and keeps indemnified Council against all costs, expenses, losses or damages which Council may sustain, incur or suffer or be or become liable for in respect of any suit, action, proceeding, judgment or claim brought by any person arising from or referable to the matters referred to in this Agreement or any breach of this Agreement; and
- (g) must ensure that this agreement is recorded on each Lot title that may be created as a result of the registration of the Plan of Subdivision;

all to the satisfaction of Council.

7. Costs

The Owner must pay, on demand, Council's costs and expenses (including legal and other consultants' expenses) of and incidental to:

- (a) the negotiation, preparation, execution, registration and enforcement or attempted exercise or enforcement of this Agreement or the ending of this Agreement as contemplated by clause 15;
- (b) the administration and supervision of this Agreement by Council, except for administration and supervision which Council is obliged to carry out under its statutory duties; and
- (c) any request by the Owner for Council's consent or approval under this Agreement.

8. Notices

8.1 A notice or other communication required or allowed to be served by a party on another party must be in writing and must be served:

- (a) by delivering it personally to that party;
- (b) by sending it by prepaid post addressed to that party at the address set out in Item 5 or Item 6 (as the case may be) or as subsequently notified to each party from time to time; or
- (c) by sending it by fax.

8.2 A notice or other communication is taken to be served:

- (a) if personally delivered, on the next business day following delivery;
- (b) if posted, on the expiry of two business days after the date of posting; or
- (c) if sent by fax, at the time recorded by the fax machine of the party sending the transmission, provided that:
 - (i) the transmission is successful and has been transmitted in its entirety; and
 - (ii) if the time recorded is after 5.00pm, the time is taken to be 9.00am on the first business day following transmission.

9. Further Assurance

Each party to this Agreement must sign and execute all further documents and do all acts and things as may be required by Council to give effect to the terms and conditions in this Agreement.

10. No Fettering of Council's Powers

The Owner acknowledges that this Agreement does not fetter, limit or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the grant of any Planning Approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

11. Waiver

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

12. Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement remain operative.

13. Counterparts

This Agreement may be executed in any number of counterparts each of which when executed is taken to be an original and such counterparts together constitute one Agreement.

14. Governing Law

This Agreement takes effect, is governed by and to be construed in accordance with the laws from time to time in force in the State of Victoria.

15. Ending of Agreement

15.1 This agreement ends on the Termination Date.

15.2 As soon as reasonably practicable after this Agreement has ended Council may (but is not obliged) at the request and cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement in the register.

The rest of this page has intentionally been left blank

Agreement Under Section 173 of the Planning and Environment Act



EXECUTED AS AN AGREEMENT

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



Julia EdwardsDelegate

Executed by Craigieland Pty Ltd)
ACN 122 185 326 in accordance with)
Section 127(1) of the Corporations Act)
2001:)

.....
Signature of Director
Nicholas Corcoris

.....
Signature of Director
Michael Joseph Corcoris

INFORMATION

Agreement Under Section 173 of the Planning and
Environment Act



AQ993046W



SCHEDULE

Item 1 Owner	Craigieland Pty Ltd ACN 122 185 326
Item 2 Land	Part of the land situated at 95 Craigieburn Road , Wollert being part of the land in Certificate of Title Volume 11461 Folio 209 more particularly that part which is shown as Lots 201 and 208 on the endorsed Plan and any reference to the Land in this Agreement includes any lot created by the subdivision of the Land or any part of it.
Item 3 Mortgagee	R.M.B.L. Investments Ltd Mortgage No AJ616393T as varied by Variation of Mortgage AQ364510H
Item 4 Termination Date	The date on which Council provides written notice to the Owner that all the requirements of this Agreement have been fulfilled
Item 5 Address of Council	Civic Centre, Ferres Boulevard, South Morang , Victoria
Item 6 Address of Owner	Level 1, 20 Council Street, Hawthorn East, Victoria

MORTGAGEES CONSENT TO REGISTRATION OF SECTION 173 AGREEMENT

R.M.B.L. INVESTMENTS LIMITED ACN 004 493 789 as proprietor of Mortgage No Mortgage No AJ616393T as varied by Variation of Mortgage AQ364510H hereby consents to the registration of the within Section 173 Agreement.

Signed for and on behalf of RMBL Investments Limited ACN 004 493 789 by (2) of its Attorneys:

- 1) SURINDER GURDIAL
- 2) ELENA GRAYSON

Under Power of Attorney dated 30 May 2001

Before me:

A certified copy of which is filed in Permanent Order Book No 277 at page 017.

Signature of Witness

Catherine Martin

Name of Witness

AQ993046W

07/05/2018 \$94.60 173



INFORMATION ONLY

Imaged Document Cover Sheet

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

Document Type	Instrument
Document Identification	AJ573837S
Number of Pages (excluding this cover sheet)	11
Document Assembled	26/09/2025 11:52

Copyright and disclaimer notice:

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

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

AJ573837S

29/03/2012 \$107.50 173



Form 18

Section 181

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A
RECORDING OF AN AGREEMENT**

Planning and Environment Act 1987

Privacy Collection Statement
The information under this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

Lodged at the Land Titles Office by:

Name: Maddocks
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TGM:5873349 – 85 Craigieburn **Customer Code:** 1167E

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

Land: Volume 09377 Folio 118

Authority: City of Whittlesea, Municipal Offices, 25 Ferris Boulevard, South Morang, Victoria 3752

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

A copy of the agreement is attached to this application

Signature for the Authority: *Roger Susic*

Name of officer: ROGER SUSIC
MANAGER GROWTH AREA
DEVELOPMENT ASSESSMENT

Date: 14/3/2012

AJ573837S

29/03/2012 \$107.50 173



Telephone 61 3 9288 0555-
Facsimile 61 3 9288 0666
info@maddocks.com.au
www.maddocks.com.au
DX 259 Melbourne

Date **2013** /2012

Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: Epping North East Local Structure Plan Area
85 Craigieburn Road, Wollert

Purpose: Fixing of land values

Whittlesea City Council

and

Craigieland Pty Ltd ACN 122185326

Interstate office
Sydney
Affiliated offices around the world through the
Advoc Asia network - www.advocasla.com

III
M **AJ573837S**
29/03/2012 \$107.50 173


Contents

1.	Definitions	2
2.	Interpretation	3
3.	Specific obligations of the owner	3
4.	Further obligations of the owner	4
	4.1 Notice and Registration	4
	4.2 Further actions	4
5.	Further obligations of council	5
6.	Agreement under section 173 of the act	5
7.	Owner's warranties	5
8.	Successors in title	5
9.	General matters	5
	9.1 Notices	5
	9.2 Service of Notice	6
	9.3 No Waiver	6
	9.4 Severability	6
	9.5 No Fettering of Council's Powers	6
10.	GST	6
11.	Commencement of agreement	7
12.	Ending of agreement	7

INFORMATION ONLY

AJ573837S

29/03/2012 \$107.50 173



Agreement under Section 173 of the Planning and Environment Act 1987

DATE 20/3/2012

Dated 20 / 3 / 2012

Parties

Name	WHITTLESEA CITY COUNCIL
Address	of Municipal Offices
Short name	Council
Name	CRAIGIELAND PTY LTD ACN 122185326
Address	Level 1, 20 Council Street, Hawthorn, Vic 3123
Short name	Owner

Background

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. Council was the Planning Authority for the purposes of Amendment C81 to the Planning Scheme. Amendment C81 rezoned the Subject Land for urban purposes and introduces a Development Contributions Plan into the Planning Scheme and also incorporated the Epping North East Local Structure Plan into the Planning Scheme.
- C. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- D. Under the Epping North East Local Structure Plan, part of the Subject Land is required for the purpose of the provision of infrastructure to service the area to which the Epping North East Local Structure Plan applies. The Epping North East Development Contributions Plan assumes a certain value for land required for the Infrastructure Projects set out in the Epping North East Development Contributions Plan.
- E. Council and the Owner have agreed to fix the value of land for the purpose of:
 - E.1 ascertaining the amount of compensation to be paid to the Owner when that part of the Subject Land which is required for an Infrastructure Project is transferred to Council or any other relevant authority; and
 - E.2 calculating the amount of any public open space contribution payable by the Owner to Council under the Planning Scheme.

AJ573837S

29/03/2012 \$107.50 173



- F. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. AH787107G in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- G. The parties enter into this Agreement to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

THE PARTIES AGREE

1. Definitions

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

Act means the *Planning and Environment Act 1987*.

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

CPI means the annual Consumer Price Index (All Groups) Melbourne as published by the Australian Bureau of Statistics.

Developable Land has the same meaning as in the Epping North East Development Contributions Plan.

Epping North East Development Contributions Plan means the Epping North East Development Contributions Plan which is incorporated into the Planning Scheme.

Infrastructure Land means any land required for an Infrastructure Project.

Infrastructure Project means an infrastructure project as identified in the Epping North East Development Contributions Plan.

Land Value means the amount specified in clause 3.2 of this Agreement as adjusted by the index specified in clause 3.3 of this Agreement.

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

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

Party or parties means the Owner and Council under this Agreement as appropriate.

Plan of Subdivision means a plan of subdivision of the Developable Land which is not a procedural plan but a plan that upon registration creates an additional lot which can be disposed of separately or can be re-subdivided.

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

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

Subject Land means being the land comprised in Certificates of Title Volume 09377 Folio 118 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

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

3. Specific obligations of the owner

Council and the Owner acknowledge and agree that:

Compensation payable by Council to the Owner

- 3.1 subject to this Agreement and notwithstanding:
 - 3.1.1 any other method specified in any other legislation or regulation for determining the amount of compensation which is to be paid for land acquired by an acquiring authority; and
 - 3.1.2 any other provision in any other legislation or regulation concerning the amount of compensation payable to a person for any loss associated with the requiring or identification of land for a public purpose -

for the purpose of determining the amount of compensation payable to the Owner in respect of the Infrastructure Land or the effect of the Planning Scheme on the Subject Land, the value of the Infrastructure Land is limited and fixed at the Land Value as adjusted by clause 3.3 of this Agreement;

- 3.2 for the purpose of this Agreement, the Land Value of the Subject Land is fixed at the rate of \$500,000 per hectare on a pro rata basis;
- 3.3 the Land Value will be adjusted upwards on 1 July each year after the execution of this Agreement by an amount determined in accordance with the relevant indexation process outlined in the Epping North East Development Contributions Plan;
- 3.4 unless an alternative time is agreed between the parties in writing, the Land Value is payable to the Owner within 28 days of the Infrastructure Land being either transferred to Council or any other road authority or vested in Council or any other road authority as evidenced by the registration of a Plan of Subdivision by the Registrar of Titles;
- 3.5 the provisions of this Agreement in relation to the Land Value are intended to fix the market value and replace any other measure or category of compensation payable to the Owner under the Land Acquisition and Compensation Act 1987, the Act or any other legislation or regulation;
- 3.6 no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the Land Acquisition Compensation Act 1987; and
- 3.7 Council will use the Infrastructure Land for the purposes of the Infrastructure Project to which it relates.

Valuation of Land for purposes of calculating the Public Open Space Contribution

- 3.8 where the Owner is liable to pay a public open space contribution to Council under the Planning Scheme or any document incorporated into the Planning Scheme, the valuation of the land for the purposes of calculating the amount payable is to be fixed at the Land Value specified in clause 3.2 of this Agreement as adjusted by clause 3.3 of this Agreement.

4. Further obligations of the owner

4.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owner further covenants and agrees that:

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

5. Further obligations of council

The Owner acknowledges and agrees that the Owner will pay Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution and registration of this Agreement.

6. Agreement under section 173 of the act

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed for specified purposes.

7. Owner's warranties

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

8. Successors in title

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

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

9. General matters

9.1 Notices

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

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

||||
M£

AJ573837S

29/03/2012 \$107.50 173



9.2 Service of Notice

A notice or other communication is deemed served:

- 9.2.1 if delivered, on the next following business day;
- 9.2.2 if posted, on the expiration of 2 business days after the date of posting; or
- 9.2.3 if sent by facsimile, when the sending party receives a confirmation of transmission except that where this occurs after 4 pm, the service is deemed to have been effected on the next following business day.

9.3 No Waiver

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

9.4 Severability

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

9.5 No Fettering of Council's Powers

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

10. GST

- 10.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.
- 10.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 10.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 10.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 10.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 10.3.

|||| **AJ573837S**

M: 29/03/2012 \$107.50 173



11. Commencement of agreement

This Agreement commences on the execution of this Agreement by both parties.

12. Ending of agreement

12.1 This Agreement ends when the obligations of Council to pay the Owner in respect of any Infrastructure Land being part of the Subject Land have been fully and finally satisfied under this Agreement and any other Act or Regulation as evidenced by a letter signed by the Owner to that effect.

12.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

12.3 If prepared and sought by the Owner, Council will execute and hand back to the Owner an application under section 183(2) of the Act to cancel the recording of this Agreement as against any land which is subdivided so as to be finally used for the purpose of a dwelling provided the land is not infrastructure Land.

Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS707657D
Number of Pages (excluding this cover sheet)	5
Document Assembled	26/09/2025 11:52

Copyright and disclaimer notice:

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

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

PLAN OF SUBDIVISION	LV USE ONLY EDITION 1	PS707657D
Location of Land Parish: WOLLERT Township: - Section: - Crown Allotment: 2 & 3 SECTION 12 (PART) Crown Portion: Title References: c/t Vol. 11983 - Fol. 724 Last Plan Reference: - PS 710882C (Lot AA) Postal Address: 95 CRAIGEBURN ROAD (At time of subdivision) WOLLERT VIC 3750 MGA94 Co-ordinates: E 325 335 Zone: 55 (GDA 94) (Of approx. centre of plan) N 5835 787	Council Name: Whittlesea City Council Council Reference Number: 609185 Planning Permit Reference: 713236 SPEAR Reference Number: S081558M Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 14/12/2017 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: Renee Kueffer for Whittlesea City Council on 30/07/2019 Statement of Compliance issued: 14/08/2019	

VESTING OF ROADS AND/OR RESERVES	NOTATIONS
----------------------------------	-----------

IDENTIFIER ROADS R-1 RESERVE N°s 1, 2 & 3 RESERVE No 4	COUNCIL/BODY/PERSON CITY OF WHITTLESEA CITY OF WHITTLESEA SPI ELECTRICITY PTY LTD	LOT NUMBERS 1 TO 300 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. THE OTHER PURPOSES OF THIS PLAN ARE TO - 1) CREATE RESTRICTIONS A & B AS DESCRIBED HEREUNDER A) RESTRICTION A (Regulation 15 Subdivision (procedures) Regulations 2000) Upon registration of this plan the following restrictions is to be created. LAND TO BENEFIT: LOTS 301 TO 352 (BOTH INCLUSIVE) ON THIS PLAN -PS 707657D. LAND TO BE BURDENED: LOTS 301 TO 352 (BOTH INCLUSIVE) ON THIS PLAN -PS 707657D.. DESCRIPTION OF RESTRICTION Except with the written consent of council the registered proprietor or proprietors for the time being of the burdened lots on this plan shall not build erect or construct or cause to be built erected or constructed any building other than in accordance with the following "Building Envelope Specification." "BUILDING ENVELOPE SPECIFICATION" (a) any garage on the lot must not be constructed within a 5m setback from the front boundary, and must be stepped back from the dwelling facade by at least 800mm; and (b) dwellings on corner lots must provide a second storey setback of at least 900mm where a first floor is proposed. B) RESTRICTION B (Regulation 15 Subdivision (procedures) Regulations 2000) Upon registration of this plan the following restrictions is to be created. LAND TO BENEFIT: LOTS 301 TO 352 (BOTH INCLUSIVE) ON THIS PLAN -PS 707657D. LAND TO BE BURDENED: LOTS 301 TO 352 (BOTH INCLUSIVE) ON THIS PLAN -PS 707657D. DESCRIPTION OF RESTRICTION Except with the written consent of CRAIGIELAND PTY LTD (ACN 122 185 326) the registered proprietor or proprietors for the time being of any Lot on the Plan of Subdivision shall not construct any dwelling other than in accordance with the following "Building Materials Specification" "BUILDING MATERIAL SPECIFICATION" Any dwelling constructed on the lot must be constructed of brick, brick or masonry veneer, or other approved texture coated material of which such building materials must be new. This restriction shall expire 5 years after the issue of a certificate of occupancy for the dwelling on the burdened lot. and 2) TO REMOVE THE EASEMENTS VIDE PS 710882C AFFECTING THE LAND IN THIS PLAN Grounds for removal of easements - By agreement of all interested parties - Sec 6(1)k - Subdivision Act 1988.
NOTATIONS		
DEPTH LIMITATION - DOES NOT APPLY		
Survey: This plan is based on survey To be completed where applicable. This survey has been connected to permanent marks no(s). "WOLLERT" "84" "(GPSnet)" in Proclaimed Survey Area no. - Staging: This is not a staged subdivision. Planning Permit N° 713236		
ESTATE: WOODCREST STAGE: 3 - 3-326ha(2 parts) LOTS: 53		

EASEMENT INFORMATION

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

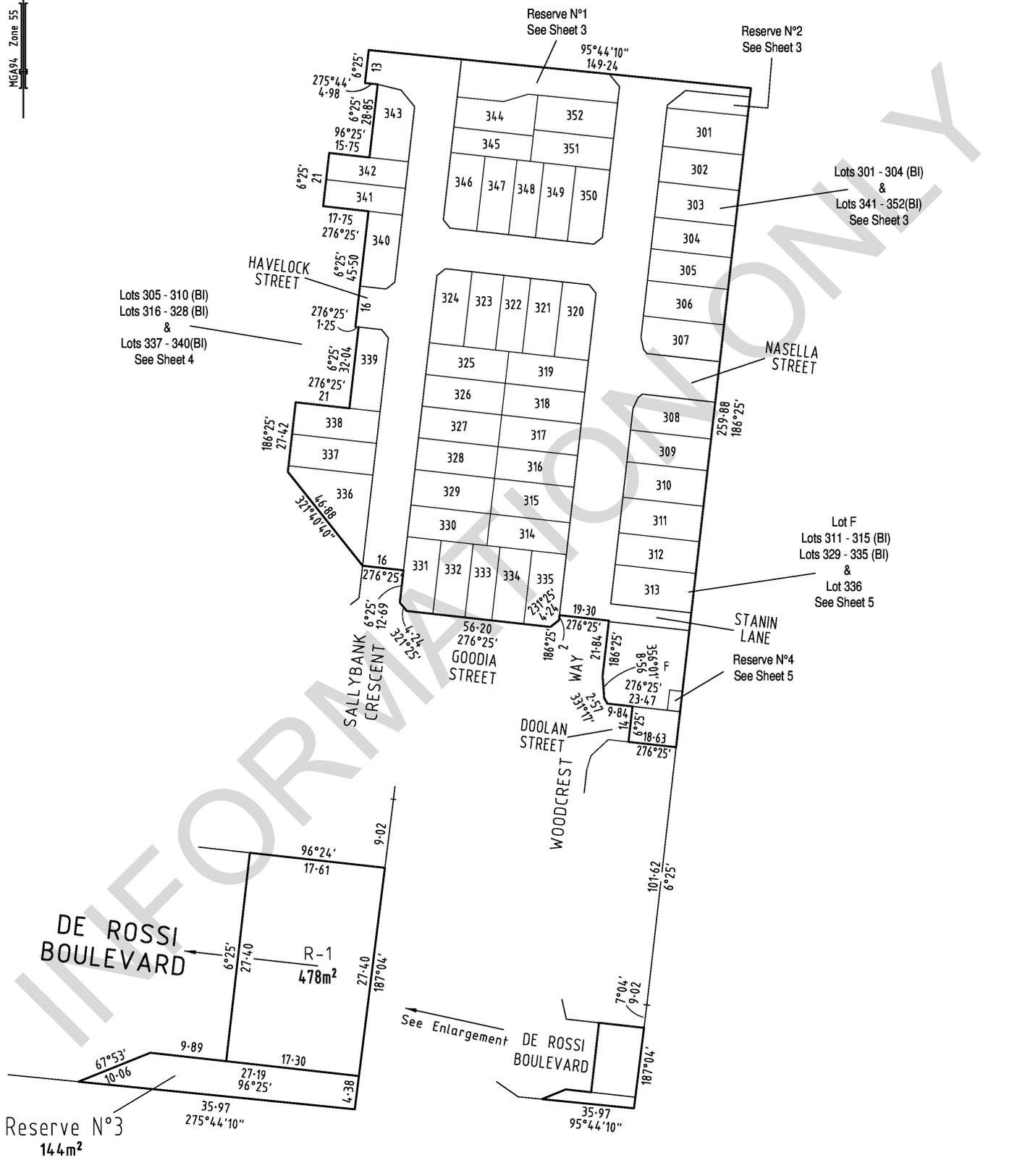
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of
E-1 E-2, E-4 E-1, E-3, E-4	Pipeline & Ancillary Purposes Sewerage Drainage	See Diag See Diag See Diag	THIS PLAN (WATER ACT 1989 - Sec 136) THIS PLAN THIS PLAN	Yarra Valley Water Yarra Valley Water City Of Whittlesea

 Bortoli Wellington Pty Ltd ABN 46 089 841 498 Licensed Land Surveyors, Property Development Consultants Unit 14, 104 Ferntree Gully Road, OAKLEIGH EAST, VIC, 3166 PO Box 776 MOUNT WAVERLEY VIC 3149 E: survey@bortoliwellington.com.au T: (03) 9543 5655	REF 2002C	VERSION 4B	ORIGINAL SHEET SIZE A3	Sheet 1 of 5 Sheets
	Digitally signed by: Robert Bortoli, Licensed Surveyor, Surveyor's Plan Version (4B), 16/07/2019, SPEAR Ref: S081558M			PLAN REGISTERED TIME: 6.46pm DATE: 20/8/2019 A.R.T. Assistant Registrar of Titles

Plan Number
PS 707657D



CRAIGIEBURN ROAD



WB **Bortoli Wellington Pty Ltd**
 ABN 46 089 841 498
 Licensed Land Surveyors, Property Development Consultants
 Unit 14, 104 Ferntree Gully Road, OAKLEIGH EAST, VIC, 3166
 PO Box 776 MOUNT WAVERLEY VIC 3149
 E: survey@bortoliwellington.com.au T: (03) 9543 5855
 2019-03-13 2002C-2 3/12/19

REF N° **2002C**
 VERSION **4B**

Digitally signed by: Robert Bortoli, Licensed Surveyor,
 Surveyor's Plan Version (4B),
 16/07/2019, SPEAR Ref: S081558M

SCALE

 LENGTHS ARE IN METRES

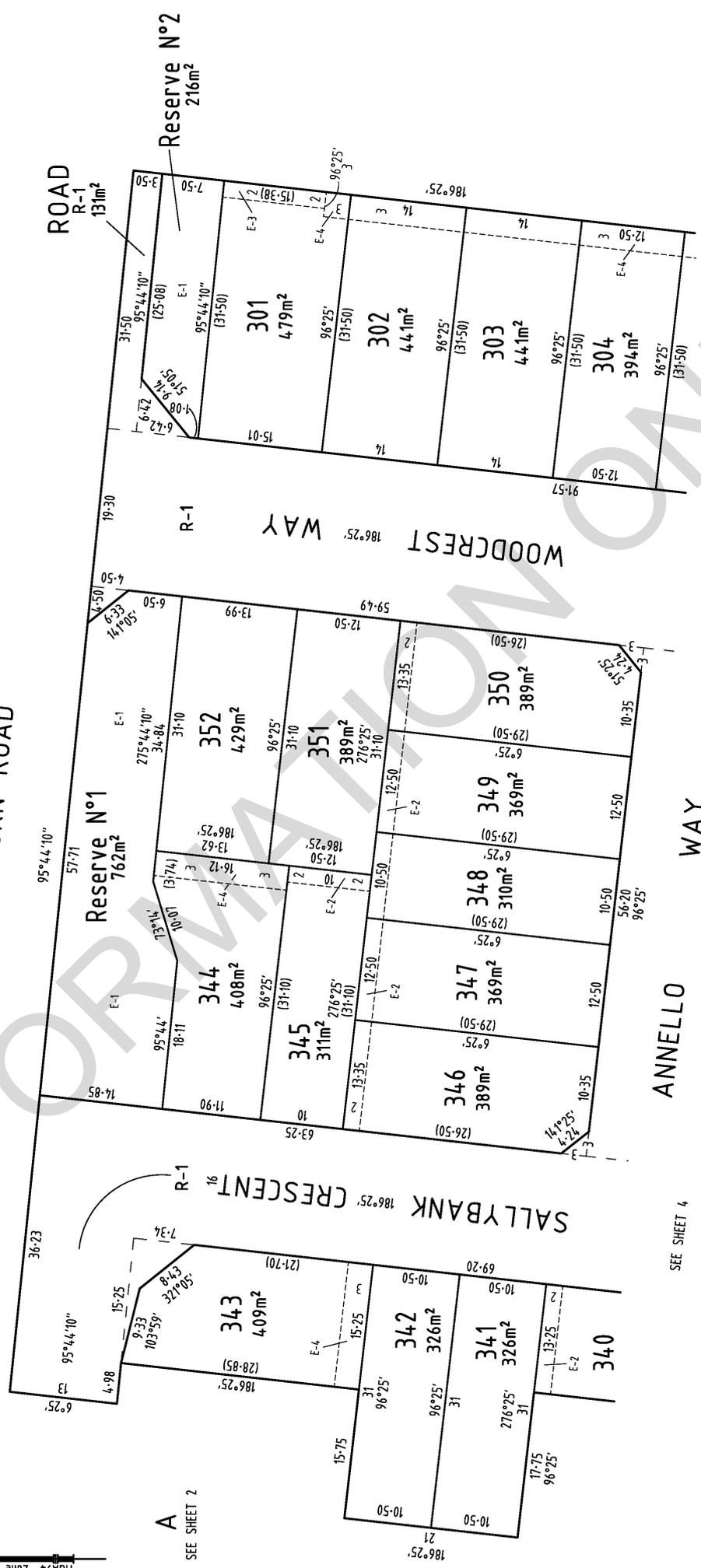
ORIGINAL SCALE 1:1500
 SHEET SIZE A3

Sheet 2

Digitally signed by:
 Whittlesea City Council,
 30/07/2019,
 SPEAR Ref: S081558M

Plan Number
PS 707657D

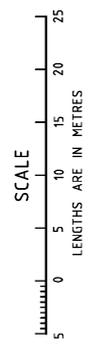
CRAIGIEBURN ROAD



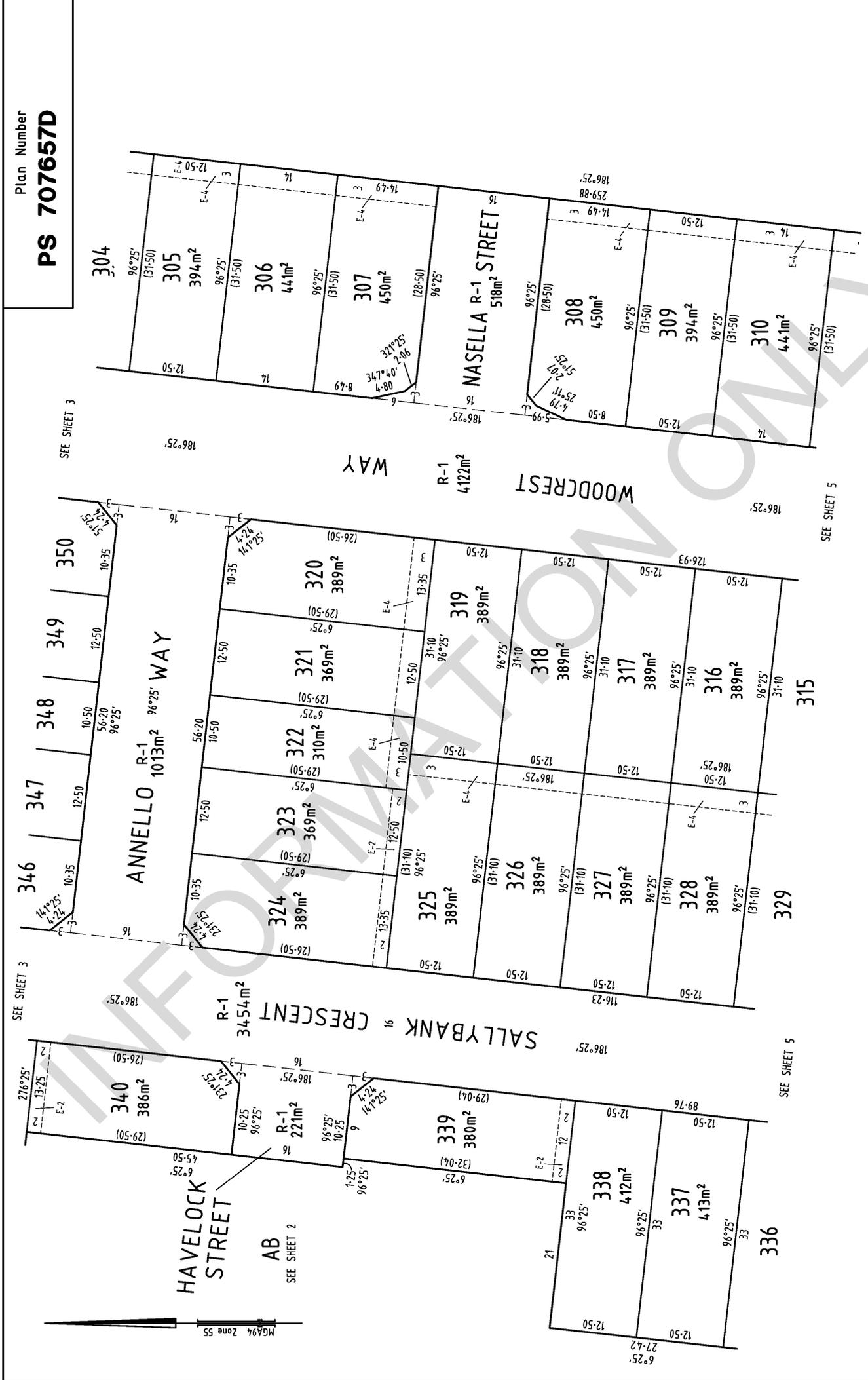
SEE SHEET 4

SEE SHEET 4

<p>Bortoli Wellington Pty Ltd Licensed Land Surveyors, Property Development Consultants Unit 14, 104 Fernside Gully Road, OKLAIRG EAST, VIC, 3166 PO Box 776 MOUNT WAVERLEY, VIC, 3148 E: survey@bortoliwellington.com.au T: (03) 9543 5855 2019-03-13 2002C-3 3/12/19</p>	REF N° 2002C	VERSION 4B	Sheet 3
	ORIGINAL	SCALE 1:500 SHEET SIZE A3	Digitally signed by: Robert Bortoli, Licensed Surveyor, DLS (Surveyor's Plan Version (4B)), LIC16/07/2019, SPEAR Ref: S081558M



Plan Number
PS 707657D



<p>Bortoli Wellington Pty Ltd Licensed Land Surveyors, Property Development Consultants Unit 14, 104 Fernside Gully Road, OKLEIGH EAST, VIC 3186 PO Box 776 MOUNT WAVERLEY, VIC 3148 E: survey@bortoliwellington.com.au T: (03) 9543 5855 2019-03-13 2002C-4 3/12/19</p>	<p>Digitally signed by: Robert Bortoli, Licensed Surveyor, D:\Surveyor's Plan Version (4B), LIC16/07/2019, SPEAR Ref: S081558M</p>	<p>Digitally signed by: Whittlesea City Council, 30/07/2019, SPEAR Ref: S081558M</p>
	<p>REF. N° 2002C</p>	<p>VERSION 4B</p>
<p>SCALE</p> <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE</p> <p>1:500 A3</p>	

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1182607

APPLICANT'S NAME & ADDRESS

ANTHONY'S SOLICITORS C/- INFOTRACK (SMOKEBALL) C/-
LANDATA

MELBOURNE

VENDOR

POLLOZHANI HOMES PTY LTD

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

366904

This certificate is issued for:

LOT 352 PLAN PS707657 ALSO KNOWN AS 53 WOODCREST WAY WOLLERT
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a VEGETATION PROTECTION OVERLAY - SCHEDULE 2
- and a DEVELOPMENT PLAN OVERLAY - SCHEDULE 21
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 10

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

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

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

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

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

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

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

26 September 2025

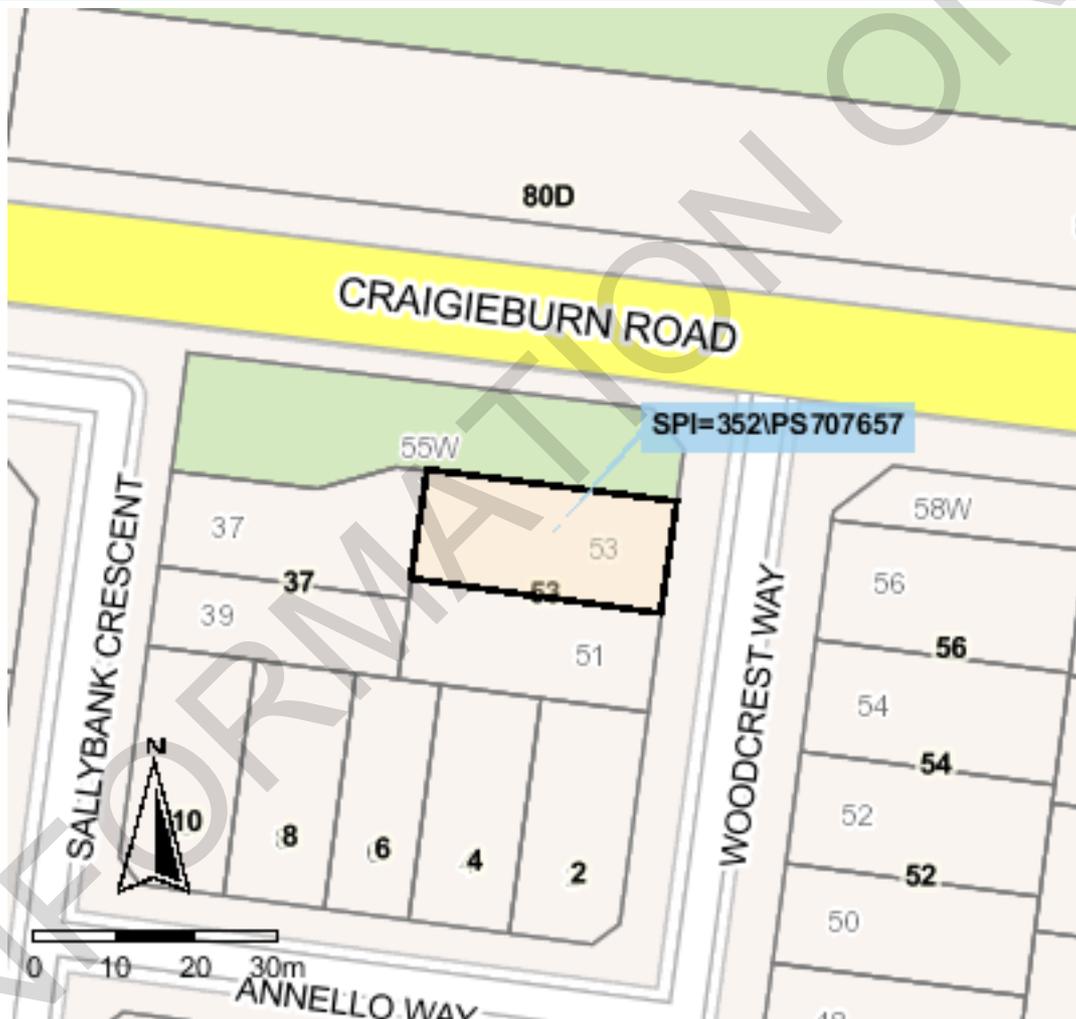
Sonya Kilkeny
Minister for Planning

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

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

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

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



Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Anthony's Solicitors C/- InfoTrack (Smokeball)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 366904

NO PROPOSALS. As at the 3th October 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

53 WOODCREST WAY, WOLLERT 3750
CITY OF WHITTLESEA

This certificate is issued in respect of a property identified above. VicRoads expressly disclaims liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 3th October 2025

Telephone enquiries regarding content of certificate: 13 11 71

26th September 2025

Anthony's Solicitors C/- InfoTrack (Smokeball) C/-
LANDATA

Dear Anthony's Solicitors C/- InfoTrack (Smokeball) C/- ,

RE: Application for Water Information Statement

Property Address:	53 WOODCREST WAY WOLLERT 3750
Applicant	Anthony's Solicitors C/- InfoTrack (Smokeball) C/- LANDATA
Information Statement	30976456
Conveyancing Account Number	7959580000
Your Reference	366904

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Conditions of Connection and Consent
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	53 WOODCREST WAY WOLLERT 3750
------------------	-------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

Melbourne Water Property Information Statement

Property Address	53 WOODCREST WAY WOLLERT 3750
------------------	-------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

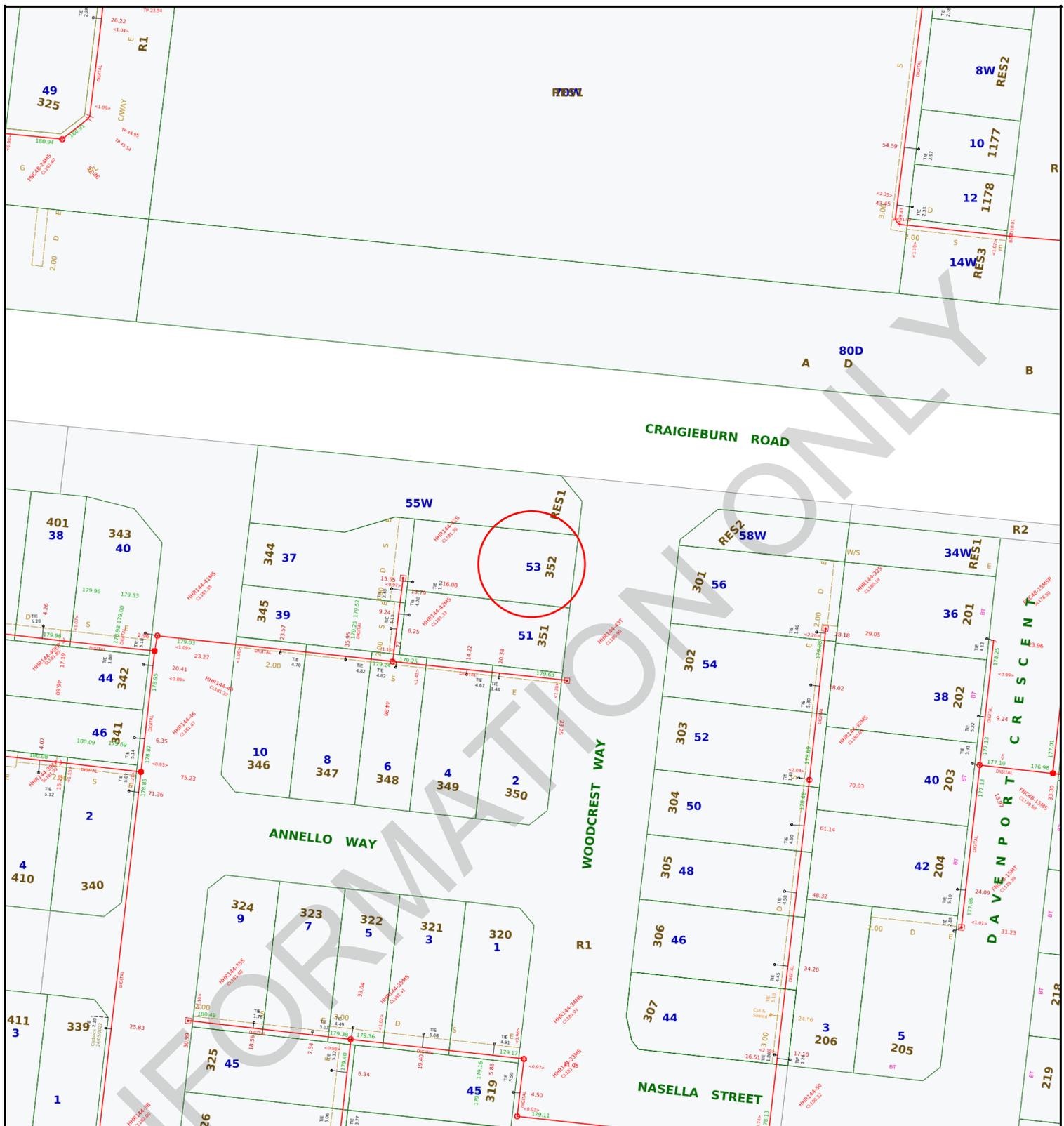
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30976456**

Address	53 WOODCREST WAY WOLLERT 3750
Date	26/09/2025
Scale	1:1000



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

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

3rd June 2025

Application ID: 680156

CONDITIONS OF CONNECTION

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

Approval Detail

Water

Required Services

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

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Water & Sewer Connection	1383002

Specific conditions affecting encumbrances on property:

Recycled Water

Conditions of Connection Details

GENERAL

In these conditions the terms,

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

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

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

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

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

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

- Plumbing Regulations 2018 (Vic);
 - Water Industry Regulations 2006 (Vic);
 - Building Act 1993 (Vic);
 - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

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

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

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

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

WATER

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

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

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

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

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

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

METER ASSEMBLIES & POSITIONING

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

Water meter assemblies:

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

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

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

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

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

REMOVAL OF WATER METERS

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

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

DAMAGED OR STOLEN METERS

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

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

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

- Call **13 2762** (24 hrs).

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

RECYCLED WATER CONDITIONS

Supplementary Conditions of Connection for Class A Recycled Water

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

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

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

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

Recycled Water Supply

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

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

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

1. Breaching these Conditions

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

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

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

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

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

the property owner must:

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

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

For further details, please email recycledwater@yvw.com.au.

3. Recycled Water Plumbing

3.1. Toilet cisterns

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

3.2. Rainwater Tanks

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

3.3. External Taps – Residential

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

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

3.4. External Taps – Non-Residential

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

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

3.5. Laundry Use

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

3.6. Irrigation Systems

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

tested.

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

3.7. Regulatory Prohibition Hybrid Signs

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

4. Uses of Recycled Water

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

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

5. Plumbing Standards

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

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

6. Inspections For Recycled Water Plumbing Works

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

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

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

(b) R2 – All internal pipework prior to plastering

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

(c) R3– Commissioning prior to occupancy

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

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

For inspection related enquiries:

Email: rwplumbinginspection@yvw.com.au

Phone: 9872 2518

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

7. Temporary Cross Connections

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

8. Tappings

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

9. Locking Device

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

10. Meter Assemblies & Positioning

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

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

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

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

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

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

10.7. Minimum separation between meters as follows:

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

11. Stolen Meters

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

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

12. Owner's Responsibility

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

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

12.2. For Irrigation Systems:

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

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

SEWER

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

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

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

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

AMENDMENTS

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

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

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

INDEMNITY

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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

Anthony's Solicitors C/- InfoTrack (Smokeball) C/-
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 9749665411
Rate Certificate No: 30976456

Date of Issue: 26/09/2025
Your Ref: 366904

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
53 WOODCREST WAY, WOLLERT VIC 3750	352\PS707657	5154453	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2025 to 30-09-2025	\$21.26	\$21.26
Residential Water Usage Charge <i>Step 1 – 17.000000kL x \$2.56310000 = \$13.72</i> <i>Step 1 – 0.000000kL x \$2.66610000 = \$31.05</i> Estimated Average Daily Usage \$0.84	14-06-2025 to 06-08-2025	\$44.77	\$44.77
Residential Recycled Water Usage Charge <i>Recycled Water Usage – 5.352000kL x \$1.92590000 = \$10.31</i> <i>Recycled Water Usage – 11.648000kL x \$1.96810000 = \$22.92</i>	14-06-2025 to 06-08-2025	\$33.23	\$33.23
Parks Fee	01-07-2025 to 30-09-2025	\$22.63	\$22.63
Drainage Fee	01-07-2025 to 30-09-2025	\$31.51	\$31.51
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$3.86
	Total for This Property		\$157.26


GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of

this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

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

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

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

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

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

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

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

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

Recycled water is available at this property

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

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

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

Property No: 5154453

Address: 53 WOODCREST WAY, WOLLERT VIC 3750

Water Information Statement Number: 30976456

HOW TO PAY



Biller Code: 314567
Ref: 97496654115

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

BLUEPRINT BUILDING PERMITS

PO Box 509, Preston, 3072
PO Box 509, Preston, VIC, 3072
t: (03) 9052 2871 e: info@blueprintbp.com.au
www.blueprintbp.com.au ACN 42 619 743 574

Application Number: BLD20255013

FORM 2

Regulation 37(1)
Building Act 1993
Building Regulations 2018

Building Permit No. CBS-L 57859/7296907637681 03 June 2025

Issue to

Owner **Pollozhani Homes P/L**
Postal Address **160 Summerhill Road Wollert** Postcode **3750**
Email **info@pollozhanihomes.com**
Address for serving or giving of documents: **160 Summerhill Road Wollert** Postcode **3750**
Contact Person Telephone **0423339766**

Property Details

Number **53** Street/Road **Woodcrest Way** Suburb **Wollert** Postcode **3750**
Lot/s **352** LP/PS **707657D** Volume **12143** Folio **466**
Crown allotment **2 & 3 SECTION 12 (PART)** Section No Parish **Wollert** County
Municipal District **Whittlesea City Council**

Builder

Name **Pollozhani Homes P/L** Telephone **0423339766**
Address **160 Summerhill Road Wollert** Postcode **3750**

Details of Building Practitioners and Architects

a) To be engaged in the building work³

Name	Category/class	Registration Number
Ardian Pollozhani		CDBU 48564

(b) Who were engaged to prepare documents forming part of the application for this permit⁴

Name	Category/class	Registration Number
Ardian Pollozhani		CDBU 48564
Mishko Nikolovski	Endorsed Building Engineer	PE0002238

Details of Domestic Building Work Insurance⁵

The issuer or provider of the required insurance policy is: **N/A**
Insurance policy number : **N/A**
Insurance policy date : **N/A**

Details of Relevant Planning Permit

Planning Permit No: **N/A** Date of grant of Planning Permit: **N/A**

Nature of Building Work

Construction of a New Single Storey Dwelling with Garage
Storeys contains: **1**
Rise in storeys:
Effective height:

Type of construction:
Version of BCA applicable to permit: **2022**
Cost of Building Work: **\$390,000.00**
Total floor area of new building work in m²: **239**

Conditions and required Certificates

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

BCA Class

Part of Building: **All**

Class: **1a(a)**

Part of Building: **All**

Class: **10a**

Prescribed Reporting Authorities

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

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

Protection Work

Protection work is not required in relation to the building work proposed in this permit.

Inspection Requirements³

The mandatory inspection notification stages are:

1. Bored Piers
2. Pad Footings
3. Pre-Slab
4. Steel Reinforcement
5. Frame
6. Final

Occupation or User of Building: An occupancy permit is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the of the building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by 03 June 2026

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

This building work must be completed by 03 June 2027

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

Relevant Building Surveyor

Name: **Blueprint Building Permits Pty Ltd**

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

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

Building practitioner registration no.: **CBS-L 57859**

Municipal district: **Whittlesea City Council**

Designated Building Surveyor



Name: **John Kitsoulis**

Building practitioner registration no.: **BS-L 46679**

INFORMATION ONLY

Notes

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

Annexures 'A'

Conditions of Approval

Building Permit No. CBS-L 57859/7296907637681 Issued 03 June 2025

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

1. The registered builder nominated on this building permit MUST ensure that all building works related to this permit have been constructed in accordance with the Australian Standards; as stated in the certificate of structural adequacy published by BlueScope Steel on the 18th October 2017; and that; all components are genuine Lysaght manufactured items and the components have been assembled in accordance with all the relevant Lysaght documentation, and the builder is responsible and MUST also ensure that the supporting structure is stable and able to withstand the reactions and all fixings, tie downs and bracings of the supporting structure and the loads applied by the awning to the house or supporting structure complies.
2. Boundary Fencing does not form part of this building Permit
3. Expungement: This approval may be revoked and may be made null and void if any documentation submitted with the application is subsequently found to be false, improper, misleading, incomplete or fraudulent, at the sole discretion of the Relevant Building Surveyor once all other enforcement processes and proceedings have been exhausted. Furthermore, all building works and any subsequent alterations to the endorsed plans must be carried out as shown on the approved plans and/or to the satisfaction of the relevant building surveyor.
4. Under regulation 42, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units. Under regulation 41, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of approved plans, specifications and documents are available for inspections at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which the permit applies. This building permit is not evidence of compliance, acceptance or otherwise with any implied warranty under the Domestic Building Contracts Act (DBC Act) and/or any other contractual agreement, or otherwise between owner and builder relative to quality, workmanship, product adequacy, reliability or functionality of the building work. It is recommended that the owner engage or appoint appropriate building practitioners to confirm acceptance or otherwise, compliance with the DBC Act and other associated and relevant legislation. There must be no unauthorised encroachment of any part of the building work beyond the building alignment, title or allotment boundary.
5. The following dwelling must have a minimum 6 Star Energy Rating
6. No portion of building works to encroach allotment boundaries.

NOTE:

In the event that a fence has encroached over the title boundary in favour of the neighbour.

A Written statement from the neighbour will be required stating that they agree to the removal of the fence and construction of the dwelling within the boundary. (Plus temporary fencing to be installed to protect the neighbouring property)

7. The artificial lighting system to comply with AS1680.
8. Any existing and/or proposed boundary fence shall not exceed 2000mm in height from natural ground level and therefore excludes trellis.
9. Inward swinging toilet doors to enclosed sanitary compartments, where <1200mm between the closet pan and doorway, to be readily removable from the outside.
10. Inward swinging toilet doors to enclosed sanitary compartments must be readily removable from the outside, unless there is a clear space of at least 1.2m between the closet pan within the sanitary compartment and the nearest part of

the doorway.

11. Council consent is required for the new cross over prior to works commencing. Ensure consent is received prior to construction commencing.
12. It is the responsibility of the owner to comply with any covenant which may exist on the property title.
13. The person in charge of carrying out building works must take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor, the number of the relevant building permit and the issue date of the permit are displayed. Signage to be displayed in a conspicuous position accessible to the public prior to the commencement of building works and is to remain visible and legible for the duration of building works.
14. A minimum 750mm landing to be provided to door thresholds where more than 3 risers (max 570mm) are proposed.
15. This building permit shall be read in conjunction with the endorsed drawings.
16. Alterations to the existing building to comply with Part J – Energy Efficiency provisions of the BCA. Certificate of Compliance – Design, to be forwarded to Relevant Building Surveyor from consultant.
17. Expungement: This approval may be revoked and may be made null and void if any documentation submitted with the application is subsequently found to be false, improper, misleading, incomplete or fraudulent, at the sole discretion of the Relevant Building Surveyor once all other enforcement processes and proceedings have been exhausted. Furthermore, all building works and any subsequent alterations to the endorsed plans must be carried out as shown on the approved plans and/or to the satisfaction of the relevant building surveyor.
18. All extraction fans are to be vented to the external wall/roof. (Not into ceiling)
19. Construction on within 900mm from boundary is to be constructed from materials that achieve a Fire rating to 60/60/60. Builder to provide details of materials and construction method used to achieve this result.
20. External walls are required to have an FRL of not less than 60/60/60 when tested from the outside.
21. Existing Footing on boundary not to be undermined under ANY circumstances
22. Under regulation 42, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.

Under regulation 41, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of approved plans, specifications and documents are available for inspections at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which the permit applies.

This building permit is not evidence of compliance, acceptance or otherwise with any implied warranty under the Domestic Building Contracts Act (DBC Act) and/or any other contractual agreement, or otherwise between owner and builder relative to quality, workmanship, product adequacy, reliability or functionality of the building work. It is recommended that the owner engage or appoint appropriate building practitioners to confirm acceptance or otherwise, compliance with the DBC Act and other associated and relevant legislation. There must be no unauthorised encroachment of any part of the building work beyond the building alignment, title or allotment boundary.

23. All new glazing is to comply with AS1288 and AS2047. Decals to be installed min 75mm in width located between 900-1000mm from finished floor level
24. All glazing to comply with AS1288 and AS2047. Ensure minimum 20mm high decals provided to full height glazing located between 700 and 1200mm from finished floor level.
25. Stair flight riser heights to steps to not exceed 190mm and going length for treads to be at least 250mm consistent throughout. Non-slip finishes to be provided to all steps, ramps and landings.
26. The estate's greywater system (third pipe) is to be connected to all sanitary flushing systems, in accordance with the estate guidelines and the plumbing regulations.
27. Building inspections are to be arranged with the Relevant Building Surveyor. Generally inspections are carried out within 24-48 hours notification; however this must be arranged with a minimum of 48 hours notice in advance.
28. This building permit does NOT include retaining walls
The owner and/or builder will need to provide John Kitsoulis BS-L 46679 with a building permit approval for retaining walls prior to starting any building works.
29. Stair flight riser heights to steps to be constructed between 115 – 190mm and going lengths for treads to be between 240 – 355mm. Attention should be made to the slope relationship (i.e. 2R+G) requirement of Fig. 3.9.1.2 of the BCA 2013 Volume 2. Non-slip finishes to be provided to all steps, ramps and landings.
30. Roof sarking type material to have a flammability index of not more than 5.
31. Smoke alarms to comply with AS3786 and to be hard wired to mains power, and interconnected where more than one is required.
32. All down pipes or stormwater overflow pipes are to be connected to the legal point of discharge as a system via the existing pipework of the appurtenant buildings in accordance with AS3500.3.

33. This site is subject to termite infestation. Ensure termite protection is provided in accordance with AS3660.1
34. Thermal insulation to be provided in accordance with Option A or B in Vic Table 1.
35. All timber framing to comply with AS1684.
36. The owner and/or builder MUST ensure consent/permit is obtained from Council prior to removal of any trees and/or vegetation where applicable.
37. Prior to the erection of trusses, the manufacturer's computations and layout (for any roof, floor &/or walls) must be submitted to this office for approval prior to frame inspection.
38. Waterproofing to walls and floors to wet areas to be provided where required by F1.7 in accordance with AS3740.
39. Waterproofing to walls and floors to wet areas to be provided where required by Part 3.8 in accordance with AS3740.

INFORMATION ONLY

Domestic Building Insurance

Certificate of Insurance

POLLOZHANI HOMES PTY LTD

135 Boundary Rd
WOLLERT
VIC 3750

Policy Number:
C997020

Policy Inception Date:
09/09/2025

Builder Account Number:
009037

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the *Building Act 1993* (Vic) (Domestic Building Insurance) has been issued by the insurer, the Victorian Building Authority trading as Building and Plumbing Commission, in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**
At the property: **53 Woodcrest Way WOLLERT VIC 3750 Australia**
Carried out by the builder: **POLLOZHANI HOMES PTY LTD**
Builder ACN: **151382151**



If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the Victorian Building Authority trading as Building and Plumbing Commission. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **POLLOZHANI HOMES PTY LTD**
Pursuant to a domestic building contract dated: **09/09/2025**
For the contract price of: **\$ 200,000.00**
Type of Cover: **Cover is only provided if POLLOZHANI HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***
The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***
The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the Victorian Building Authority trading as Building and Plumbing Commission immediately on 1300 067 088 or email dbi@bpc.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.



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

Period of Cover

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

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

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

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

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,351.00
GST:	\$135.10
Stamp Duty:	\$118.89
Total:	\$1,604.99

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

