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

Contract of Sale of Real Estate

Property address **6 WISEMAN WALK, Wollert 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; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

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 authority of a person signing -
- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties -

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../ ..... /2022

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

.....

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

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

SIGNED BY THE VENDOR: .....

..... on ...../ ..... /2022

Print name(s) of person(s) signing: **NICHOLAS ALEXANDER PRIEST**

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

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

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 applies to you.

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

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

EXCEPTIONS: The 3-day cooling-off period does not apply if:
* you bought the property at a publicly advertised auction or on the day on which the auction was held; or
* you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
* you bought the land within 3 clear business days after a publicly advertised auction was held; or
* the property is used primarily for industrial or commercial purposes; or
* the property is more than 20 hectares in size and is used primarily for farming; or
* you and the vendor 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.

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act* 2004, under section 53A of the *Estate Agents Act* 1980.

INFORMATION ONLY

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Particulars of sale

Vendor's estate agent

HARCOURTS RATA & CO
219 High Street, Thomastown, VIC 3074

Email: sold@rataandco.com.au

Tel: 03 9465 7766 Mob: Fax: 03 9464 3177 Ref:

Vendor

NICHOLAS ALEXANDER PRIEST

Email:

Vendor's legal practitioner or conveyancer

Melbourne Real Estate Conveyancing Pty Ltd
954 High Street Reservoir Vic 3073

Email: julia@melbournerec.com.au
Tel: 0421 704 140 Mob: Fax: Ref: JK:22/1572JK

Purchaser

Name: .....

.....

Address: .....

ABN/ACN: .....

Email: ……..

Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel:.....…… Mob: …….. Fax: …….. Ref: ……

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11905	Folio	664	1343	735109D
Volume		Folio			

OR

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

The land includes all improvements and fixtures.

INFORMATION ONLY

Property address

The address of the land is: **6 WISEMAN WALK, Wollert 3750**

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)
All Fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

Payment (general condition 11)

Price	$			
Deposit	$	by	(of which $	has been paid)
Balance	$	payable at settlement		

GST (general condition 13)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words **'farming business'** or **'going concern'** in this box

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

Settlement (general condition 10)

is due on ……

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

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

Lease (general condition 1.1)

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

Subject to lease

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

(*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

See attached.

Terms contract (general condition 23)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words **'terms contract'** in this box and refer to general condition 23 and add any further provisions by way of special conditions.

INFORMATION ONLY

Loan (general condition 14)

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

Lender:
Loan amount Approval date:

FIRB APPROVAL REQUIRED (Special Condition 16)

YES …… Passport Provided? Yes or No? …….

Passport Number ……..

NO …….

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

Special conditions

INFORMATION ONLY

GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment: ☒ No ☐ Yes

(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

GST Withholding Payment Details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the GST withholding rate*:*

Amount must be paid: ☒ at completion ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☒ No ☐ Yes

If "yes", the GST inclusive market value of the non-monetary consideration:

Other details (including those required by regulation or the ATO forms):

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Special Conditions

1. Auction

1.1 The property is offered for sale by public auction, subject to the vendors reserve price. The rules for the conduct of the auction shall be as set out in the schedule of the Sale of Land Regulations or any rules prescribed by regulations which modify or replace those rules.

1.2 The successful bidder shall immediately on the fall of the hammer sign this contract and pay the full 10% deposit to the Vendors agent.

2. Acceptance of title

General condition 12.4 is added:

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

3. Foreign resident capital gains withholding

3.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.

3.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the Vendor gives the Purchaser a special clearance certificate issued by the Commissioner under section 14-200 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

3.3 This special condition only applies if the Purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of $750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

3.4 The amount is to be deducted from the Vendor's entitlement to the contract consideration. The Vendor must pay to the Purchaser at settlement such part of the amount as is represented by non-monetary consideration.

3.5 The Purchaser must:

(a) engage a Legal Practitioner or Conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the Purchaser's obligations in this special condition; and

(b) ensure that the representative does so.

3.6 The terms of the representative's engagement are taken to include instructions to have regard to the Vendor's interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance with, this special condition;

despite

(d) any contrary instructions, other than from both the Purchaser and the Vendor; and

(e) any other provision in this contract to the contrary.

3.7 The representative is taken to have complied with the obligations in special condition 1B.6 if;

(a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

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

3.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the Purchaser at least 5 business days before the due date for settlement.

3.9 The Vendor must provide the Purchaser with such information as the Purchaser requires to comply with the Purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the Purchaser. The Vendor warrants that the information the Vendor provides is true and correct.

3.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

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4. Electronic Conveyancing

EC

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

4.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the Purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.

4.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

4.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

4.4 The Vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

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

4.6 Settlement occurs when the workspace records that:

(a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or

(b) if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

(a) electronically on the next business day; or

(b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or by 6.00 pm if the nominated time for settlement is after 4.00 pm.

4.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

4.9 The Vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the Purchaser or the Purchaser's nominee on notification of settlement by the Vendor, the Vendor's subscriber or the Electronic Network Operator,

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

(d) direct the Vendor's subscriber to give (or, if there is no Vendor's subscriber, give) all those documents and items, and any such keys, to the Purchaser or the Purchaser's nominee on notification of settlement by the Electronic Network Operator.

4.10 The Vendor must, at least 3 days before the due date for settlement, provide the original of any document required to be prepared by the Vendor in accordance with general condition 6.

5. GST withholding

5.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) or in *A New Tax System (Goods and Services Tax) Act* 1999 (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

5.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.

5.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

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5.4 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

5.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

5.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:

(a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

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

5.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth), but only if:

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.

However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

5.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration* Act 1953 (Cth) at least 14 days before the due date for settlement.

5.9 A party must provide the other party with such information as the other party requires to:

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 of the *Taxation Administration Act* 1953 (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

5.10 The vendor warrants that:

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

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

5.11 The purchaser is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount, except to the extent that:

(a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or

(b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation*

INFORMATION ONLY

Administration Act 1953 (Cth)

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

5.12 This general condition will not merge on settlement.

6. Interpretation.

In the interpretation of this contract where the context permits;

(a) Words importing either gender shall be deemed to include the other gender.

(b) Words importing the singular number shall be deemed to include the plural and vice versa;

(c) Where there are two or more Purchasers the agreements and obligations of the Purchaser hereunder shall bind them jointly and each of them severally.

7. Whole Contract.

The Purchaser acknowledges and agrees that:

7.1 The Purchaser was given a Vendors Statement before signing this Contract;

7.2 No information, representations or warranty of the Vendor, the Vendors Conveyancer or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser;

7.3 The Purchaser has relied on its judgement in purchasing the Property and has inspected the property including all improvements, fixtures and Chattels as set out in the Contract.

7.4 No warranty has been given as the condition or quality of the improvements, fixtures, fittings or Chattels.

7.5 No brochure, investment report or advertising material is to be relied on as an accurate description of the property.

7.5 This contract forms the entire agreement between the Vendor and the Purchaser.

8. Land Identity.

The Purchaser admits that the land offered for sale and inspected by them is identical to that described in the attached title. The Purchaser shall not make any requisition in respect of or claim any compensation for any alleged miss description of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or to bear all or any part of the cost of doing so.

9. Condition Of The Property.

9.1 The Purchaser warrants to the vendor that as a result of the Purchaser's inspections and enquiries concerning the property, the Purchaser is satisfied with the condition, quality and state of repair of the property and accepts the property as it is and subject to any defects, need for repair or infestation.

9.2 The Purchaser will not make any claim or requisition or delay this transaction or rescind or terminate this contract because of anything concerning the matters referred to in these special conditions or in respect of any loss, damage, need for repair relating to the property or the requirements of a statutory authority made on or after the day of sale.

9.3 The Purchaser acknowledges that the improvements may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed. A failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the Purchaser must not delay settlement or refuse to settle, or make any requisition or claim any compensation from the Vendor on that ground.

9.4 The Purchaser acknowledges that if there is a swimming pool or spa on the property which is or may be required to be fenced by the building regulations, the Purchaser must comply, at the Purchaser's cost and expense, with the building regulations. The Purchaser indemnifies and keeps indemnified the Vendor on and from the day of sale in respect of all orders or requirements under the building regulations.

10. Improvements.

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 or any other regulations. 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 make any requisition or claim any compensation from the Vendor. The Purchaser must not delay settlement or refuse to settle nor require the Vendor to comply with any one or more of those laws or regulations, or provide any documents including any requirements to fence any pool or spa, or install smoke detectors.

11. Planning.

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The Purchaser buys the property subject to any restrictions imposed by the provisions of any applicable town planning act, orders, plans, schemes, local government by-laws or other enactment or any authority empowered to make restrictions. Any such restrictions shall not constitute a defect in the Vendor's title and the Purchaser shall not make any requisition, or objection, nor be entitled to any compensation from the Vendor in respect thereof. The Purchaser must not delay settlement or refuse to settle. Save for any warranties or representations, which cannot be legally excluded with respect to the use of the said land or any part thereof.

12. Restrictions.

The property is sold subject to all easements, covenants, leases/licences, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto. The Purchaser should make their own enquiries whether any structure or buildings are constructed over any easements prior to signing the Contract, otherwise the Purchaser accepts the location of all buildings and shall not make any claim in relation thereto and must not delay settlement or refuse to settle.

13. Settlement.

(a) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place no later than 3.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day. Should settlement take place via Electronic Conveyancing, settlement shall take place no later than 4.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day.

(b) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place at the office of the Vendor's representative or at such other place in Victoria as the Vendor directs.

(c) Should settlement take place via paper and not Electronic Conveyancing, and should settlement be directed by the choice of the Purchaser with the approval of the Vendor, the Purchaser will pay a settlement fee to the Vendor's representative of $120.00 Plus GST. This fee will be due and payable at settlement.

(d) Should settlement take place via paper and not Electronic Conveyancing, and settlement has been attended to and falls through at the fault of the Purchaser, the Purchaser will pay a re-attendance fee to the Vendor's representative of $120.00 Plus GST, along with any other costs incurred due to the breach of the Purchaser. This fee is due and payable on the next scheduled settlement time/date.

(e) Should settlement take place via paper and not Electronic Conveyancing, at settlement, the Purchaser must pay the fees up to six cheques drawn on an authorised deposit-taking institution.

(f) Without limiting any other rights of the Vendor, If the Purchaser fails to settle on the due date for settlement as set out in the particulars of sale to this contract (due date) or request an extension to the due date, the Purchaser must pay to the Vendor's representative an amount of $220.00 plus GST representing the Vendor's additional legal cost and disbursements, along with any other costs incurred due to the breach of the Purchaser.

14. Licence Agreement.

The purchaser acknowledges should they request a licence agreement, and should the Vendor agree, the licence must be prepared by the vendors representative at the cost of the purchaser. The fee to prepare the licence is $220.00 plus GST and shall be adjusted for and payable at settlement.

15. Guarantee & Indemnity.

15.1 Immediately after being requested to do so by the Vendor, procure the execution by all directors of the Purchaser (of if the Vendor requires by the shareholders) of a guarantee and indemnity to be prepared by the Vendor's representative and to be substantially the same form as the guarantee annexed to this contract but with the necessary changes being made.

16. Foreign Acquisitions and Takeovers Act 1975.

16.1 If ticked 'No' after the words 'FIRB approval Required?' in the particulars of sale page or this section of the particulars of sale is not complete, the Purchaser:

16.1.1 warrants to the vendor, as an essential term of this contract, that the acquisition of the property by the purchaser does not fall within the scope of the Takeover Act and is not examinable by FIRB: and

16.2 If the box is ticked YES after the words 'FIRB Approval required?' in the particulars of sale, then the Purchaser:

16.2.1 must, as an essential term of this contract, promptly after the day of sale take all reasonable endeavours to obtain FIRB approval pursuant to the Takeover Act of this purchase and will keep the vendor informed of the progress of the FIRB Approval application and provide evidence of the FIRB approval to the vendor

16.2.2 The Purchaser must give written notice to the Vendor's solicitor that approval has not been obtained by 4pm on the date which is 30 days after the day of sale, whereupon the Contract will be terminated, and all monies paid by the Purchaser shall be refunded in full. If the Purchaser has not advised the Vendor in writing that the Purchaser has obtained approval by 4pm on the date which is 30 days after the day of sale, then the Purchaser warrants that they have approval.

16.2.3 The Purchaser agrees that if the warranty in special conditions 12.1 is breached, the Purchaser will indemnify the Vendor against any penalties, fines, legal cost, claims, losses or damages which the Vendor suffers as a direct or indirect result of a breach of that warranty

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17. Loans / Finance

The purchaser warrants that he has not received any promise from the Vendor's Agent (or any person acting on behalf of the Vendor's agent) in relation to obtaining a loan for the purchase of the property.

18. Indemnity – Estate Agent

The purchaser warrants that he has not been introduced to the vendor or to the property directly or indirectly by any real estate agent other than the agent herein described or other person who might be entitled to claim commission from the vendor in respect of this sale and the purchaser shall indemnify and keep indemnified the vendor, at all times notwithstanding settlement hereof from and against any claim or liability for commission or loss or damages resulting from a breach of this warranty.

19. Adjustments of Outgoings

19.1 The Purchaser must provide copies of all certificates and other information used to calculate the adjustments, including land tax.

19.2 If the property is not separately assessed in respect of the outgoings, then the portion of any such outgoings are to be adjusted between the Vendor and the Purchaser will be either on the basis the amount to be apportioned between then is the proportion of the outgoing equal to the proportion which:

(a) The lot liability of the property bears to the total liability of all of the lots on the plan; or

(b) The surface area of the property bears to the surface area of the land that is subject to the assessment; or

19.2.2 On such other basis,

as the Vendor may reasonably direct the Purchaser on or before the settlement date.

19.3 The Purchaser must pay any special fee or charge levied on the Vendor on and from the day of sale by the Owner's Corporation under the Owner's Corporation act or Owners Corporation Regulations. The special fee or charge will not be subject to appointment between the Vendor and the Purchaser.

20. Land Tax

Purchaser acknowledges no money shall be withheld from the vendor out of the residue on account of any Land Tax which may be or may hereafter become charged on the land. The vendor covenants with and warrants to the purchaser that it shall make all proper returns and pay and Land Tax assessed to the vendor within the time limited by the assessment notice. The vendor shall indemnify the purchaser in respect of any Land Tax charged upon the Land to the Settlement Date. This Indemnity shall be continuing indemnity and shall not merge upon a transfer of land. Land tax is to be adjusted either on the single holding amount or the proportional amount whichever is higher. General Condition 15 is amended to read the same.

21. Stamp Duty – Purchasers Buying in unequal Interest

21.1 If there is more than one Purchaser, it is the Purchaser's responsibility to ensure the contract correctly records at the date of sale the proportion in which they are buying the property (the proportions).

21.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the Purchaser's responsibility to pay additional duty, which may be assessed as a result to the variation.

21.3 The Purchaser fully indemnifies the Vendor, Vendor's Agent and the Vendor's Conveyancer against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

22. Vendor Statement

The Purchaser acknowledges that prior to signing this Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended legally to bind the Purchaser, the Purchaser has been given a statement in writing containing the particulars required by section 32(2) of the Sale of Land Act 1962 (as amended)

23. Trust

If the Purchaser is buying the property as trustee of a Trust (**Trust**) then;

23.1.1 The Purchaser must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;

23.1.2 The Purchaser Warrants that the Purchaser has power under the Trust to enter into this contract;

23.1.3 If the Trustee is an individual, that signatory is personally liable under the contract for the due performance of the Purchaser's obligations as if the signatory were the Purchaser in case of default by the Purchaser.

23.1.4 The Purchaser warrants that the Purchaser has a right of indemnity under the Trust; and

23.1.5 The Purchaser must not allow the variation of the Trust or the advance or distribution of capital of the Trust or resettlement of any property belonging to the Trust.

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General Conditions

Title

1. ENCUMBRANCES

1.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations in the crown grant; and

(c) any lease referred to in the particulars of sale.

1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act.

2. VENDOR WARRANTIES

2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act* 1980.

2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.

2.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

2.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act.

2.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

3.2 The purchaser may not:

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(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

4. SERVICES

4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. CONSENTS

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

6. TRANSFER

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. RELEASE OF SECURITY INTEREST

7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.

7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in condition 7.2; and

(b) keep the date of birth of the vendor secure and confidential.

7.4 The vendor must ensure that at or before settlement, the purchaser receives –

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -

(a) that -

(i) the purchaser intends to use predominately for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of *section* 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if -

(a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

7.7 A release for the purposes of general condition 7.4(a) must be in writing.

7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

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7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11

7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor -

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay -

as though the purchaser was in default.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDING WARRANTY INSURANCE

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

9. GENERAL LAW LAND

9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act* 1958.

9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

9.4 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

9.5 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

10.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

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(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. PAYMENT

11.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyance; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

11.2 If the land is sold on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyance on trust for the purchaser until registration of the plan of subdivision.

11.3 The purchaser must pay all money other than the deposit:

(a) to the vendor, or the vendor's legal practitioner or conveyancer; or

(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyance.

11.4 At settlement, payments may be made or tendered:

(a) in cash; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force).

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests than any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

12.1 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either -

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

(a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

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(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

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

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

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and

(b) 'GST' includes penalties and interest.

14. LOAN

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

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

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

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

15. ADJUSTMENTS

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

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

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. TIME

16.1 Time is of the essence of this contract.

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

17. SERVICE

17.1 Any document sent by –

(a) post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act* 2000.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or

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(d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act* 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

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24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

27.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. DEFAULT NOT REMEDIED

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

28.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

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GUARANTEE & INDEMNITY

TO: The vendor as named in the contract to which this document is attached ('the vendor")

IN CONSIDERATION of the vendor, at the request of the person whose name is set forth after paragraph 2 hereto ('the guarantor"), having agreed to sell the property and chattels (if any) to the purchaser, for the price and other terms as contained in the contract, the guarantor;

1.HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest thereon as detailed in the contract and all other monies that are payable or may become payable pursuant thereto ("the monies hereby secured') and also the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the contract and on the part of the purchaser to be performed and observed and the guarantor hereby expressly acknowledges and declares that it has examined the contract and has access to a copy thereof and further that this guarantee us given upon and subject to the following conditions:-

(a) THAT in the event of the purchaser failing to pay the vendor as and when due the monies hereby secured the guarantor will immediately pay the same to the vendor.

(b) THAT in the event of the purchaser failing to carry out or perform any of it obligations under the contract the guarantor will immediately carry out and perform same.

(c) THE guarantor shall be deemed to be jointly and severally liable with the purchaser (in lieu of being merely a surety for it) for the payment of the monies hereby secured and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the moneys or to carry out and perform the obligations herein contained

(d) THAT no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all monies owing to the vendor have been paid and all obligations have been performed.

SCHEDULE

Vendor: ……

Purchaser: ……

Guarantor: ……

Contract: A contract dated the …… of …….…….. 2022 between the vendor and the purchaser

EXECUTED AS A DEED on the …… of ……. 2022

SIGNED SEALED AND DELIVERED BY)

The said guarantor in the presence of:) ……

……

Witness

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Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

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Rural properties

Moving to the country?

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

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

INFORMATION ONLY

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

INFORMATION ONLY

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

INFORMATION ONLY

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	6 WISEMAN WALK, Wollert 3750	
Vendor's name	NICHOLAS ALEXANDER PRIEST	**Date** / /
Vendor's signature		
Purchaser's name		**Date** / /
Purchaser's signature		
Purchaser's name		**Date** / /
Purchaser's signature		

INFORMATION ONLY

1. FINANCIAL MATTERS

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

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

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

To

Other particulars (including dates and times of payments):

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable.

2.2 **Owner Builder**

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

Not Applicable.

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

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

Is in the attached copies of title documents.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

INFORMATION ONLY

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

4 NOTICES

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

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

Not Applicable.

4.2 **Agricultural Chemicals**

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

Nil

4.3 **Compulsory Acquisition**

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

Nil

5 BUILDING PERMITS

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

Are contained in the attached certificate.

6 OWNERS CORPORATION

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

Not Applicable.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Not applicable.

8 SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☐

9 TITLE

Attached are copies of the following documents:

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

10 SUBDIVISION

10.1 **Unregistered Subdivision**

INFORMATION ONLY

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

Not Applicable.

10.2 **Staged Subdivision**

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

Not Applicable.

10.3 **Further Plan of Subdivision**

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act* 1988 is proposed.
Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

☐ Vacant Residential Land or Land with a Residence

☒ Attach Due Diligence Checklist (this will be attached if ticked)

13. ATTACHMENTS

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

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

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

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

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

VOLUME 11905 FOLIO 664

Security no : 124095811687Q
Produced 28/02/2022 03:34 PM

LAND DESCRIPTION

Lot 1343 on Plan of Subdivision 735109D.
PARENT TITLE Volume 11534 Folio 257
Created by instrument PS735109D 08/08/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
NICHOLAS ALEXANDER PRIEST of 18 WESTLOCK ROAD MICKLEHAM VIC 3064
AQ368867R 20/10/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS044922B 28/03/2019
AFSH NOMINEES PTY LTD

COVENANT PS643120D 19/11/2014

COVENANT PS735109D 08/08/2017

COVENANT AQ368867R 20/10/2017

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

AGREEMENT Section 173 Planning and Environment Act 1987
AH245065V 24/05/2010

AGREEMENT Section 173 Planning and Environment Act 1987
AH908084X 20/04/2011

DIAGRAM LOCATION

SEE PS735109D 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: 6 WISEMAN WALK WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL

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Effective from 28/03/2019

DOCUMENT END

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PLAN OF SUBDIVISION

LV use only
EDITION 1

Plan Number
PS 735109D

Location of Land

Parish: Wollert
Township: ——
Section: 12
Crown Allotment: ——
Crown Portion: 2 (Part) & 3 (Part)

Title Reference: Vol. 11534 Fol. 257

Last Plan Reference: Lot S PS 643120D

Postal Address: (at time of subdivision) 57 Empress Avenue Wollert 3750

MGA Co-ordinates: (of approx. centre of land in plan) E 324 830 Zone: 55
N 5 835 350 GDA 94

Council Name: Whittlesea City Council

Council Reference Number: 608991
Planning Permit Reference: 71270
SPEAR Reference Number: S071030V

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988
has been made and the requirement has not been satisfied
has been made and the requirement has been satisfied at Statement of Compliance
(Document updated 02/08/2017)

Digitally signed by: Carolyn Joy Leatham for Whittlesea City Council on 09/05/2017

Statement Of Compliance issued: 02/08/2017

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
Roads R-1	City of Whittlesea

NOTATIONS

Depth Limitation : Does not apply.

Survey This plan is/~~is not~~ based on survey, refer to PS 643118P
This survey has been connected to permanent marks no(s)
This survey is not in a Proclaimed Survey Area.

Staging This ~~is~~/is not a staged subdivision
Planning Permit No. 715427

NOTATIONS

Lots 1 to 1340 (Both Inclusive) have been omitted from this stage.

Lots 1341 to 1353 (Both Inclusive) are affected by Restrictive Covenants. Refer to Sheet 3.

Other Purpose of Plan:
The easement E-1 for 'Drainage' purposes created in PS 643120D over R-1 (Saidies Lane) in favour of City of Whittlesea is removed by all interested parties upon registration of this plan.

Other Purpose of Plan:
The easement E-2 for 'Sewerage' purposes created in PS 643120D over R-1 (Saidies Lane) in favour of Yarra Valley Water Corporation is removed by all interested parties upon registration of this plan.

Estate: SUMMERHILL
Development No.: 13A
No. of Lots: 13
Area: 2960 m²
Melways: 181 J1

EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of

INFORMATION ONLY

WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH. (03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH. (03) 9697 8000, FAX (03) 9697 8099

REF 35909/Stg.13A

ORIGINAL SHEET SIZE A3

Digitally signed by: Jonathan Trevor Neate (Watsons), Surveyor's Plan Version (2), 11/04/2016, SPEAR Ref: S071030V

PLAN REGISTERED
TIME: 2.37pm DATE: 8/8/2017
A.R.T.
Assistant Registrar of Titles

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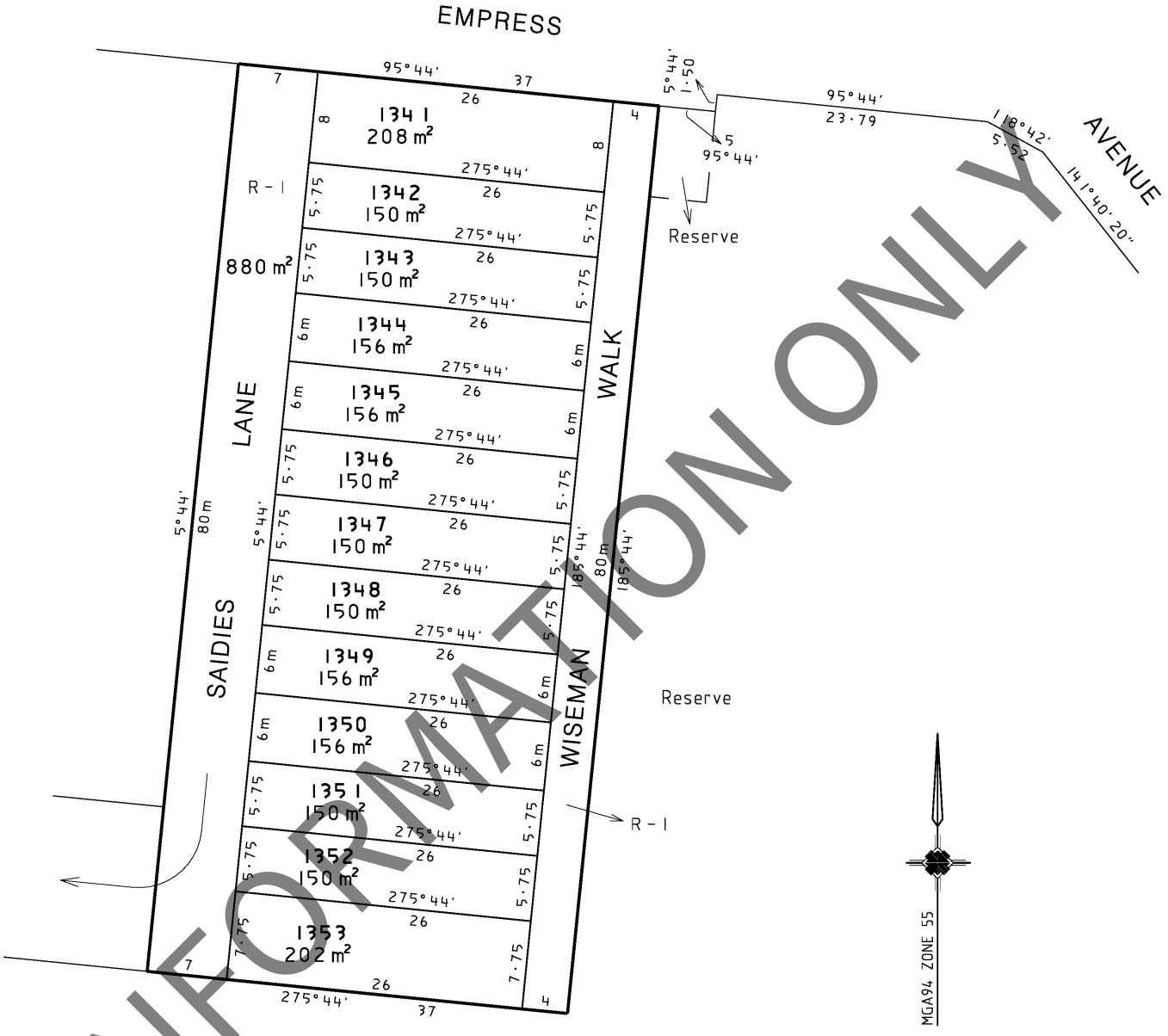
Plan Number
PS 735109D



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THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE 1 : 400

0 4 8 12 16
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 2

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Digitally signed by: Whittlesea City Council, 09/05/2017, SPEAR Ref: S071030V

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Plan Number
PS 735109D

SUBDIVISION ACT 1988

CREATION OF RESTRICTION A

Upon registration of this plan the following restriction is to be created.

Land to benefit: Lots 1341 to 1353 (Both Inclusive)

Land to be burdened: Lots 1341 to 1353 (Both Inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any lot on this plan shall not build or cause to be built or allow to be built any dwelling unless in accordance with plans endorsed under Planning Permit 715427 or any subsequent permit or variation approved by the Responsible Authority.

INFORMATION ONLY

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH. (03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH. (03) 9697 8000, FAX (03) 9697 8099

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SHEET 3

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Subdivision or Consolidation

Section 22 Subdivision Act 1988

PS643120D

05/11/2014 $6,465.70 PS

Lodged by

Name: Maddocks
Phone: 9258 3676
Address: 140 William Street Melbourne
Reference: NFH:JPF:5518637
Customer Code: 1167E

The applicant applies for registration of the plan described.

Land: *(volume and folio)*

Certificate of Title Volume 11509 Folio 677

Applicant: *(full name and address including postcode)*

Evolve No 10 Pty Ltd of Suite B, 1 Albert Road, Melbourne Vic 3004

Plan No.: 643120D Stage No.: *(if applicable)* SPEAR No.: *(if applicable)* S022063T

Council in which land is located: Whittlesea City Council of 25 Ferres Boulevard South Morang Vic 3752

Date: 31 October 2014

Signature of Australian Legal Practitioner under the Legal Profession Act 2004 for applicant:

ADAM JAMES ROSS JAQUES
140 William St Melbourne 3000
An Australian Legal Practitioner
within the meaning of the
Legal Profession Act 2004.

INFORMATION ONLY

33661110A

SA22

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Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

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Maddocks

ORDER TO REGISTER AND CONSENT

Harvest Home Road Development Nominee Pty Ltd ACN 129 877 612 as Mortgagee under mortgage number AG688180G consents to the registration of the plan of subdivision referred to in this application.

Executed by Harvest Home Road Development Nominee Pty Ltd ACN 129 877 612 by being signed by those persons who are authorised to sign for the company:)

Director

Director (or Company Secretary)

Full name: Ashley Peter Williams

Suite B, 1 Albert Road
Melbourne VIC 3004

Full name: MICHAEL NATHAN

Usual address

Usual address: Level 23, 101 COLLINS ST MELBOURNE

INFORMATION ONLY

PS643120D

05/11/2014 $6,465.70 PS

[5518637: 13732690_1]

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AQ368867R

Transfer of Land

Section 45 Transfer of Land Act 1958

Privacy Collection Statement
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Lodged by:

Name:

Phone:

Address:

Reference:

Customer Code: 1522871

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: *(volume and folio)*
Certificate of Title Volume 11905 Folio 664 (Lot 1343)

Estate and Interest: *(e.g. "all my estate in fee simple")*
Estate in fee simple

Consideration:
$131,500.00

Transferor: *(full name)*
EVOLVE NO. 10 PTY LTD ACN 131 890 965

Transferee: *(full name and address including postcode)*
Nicholas Alexander Priest of 18 Westlock Road Mickleham VIC 3064

Directing Party: *(full name)*

Creation and/or Reservation of Easement and/or Restrictive Covenant: Refer Annexure

INFORMATION ONLY

575107A

Order to Register

Duty Use Only

T2

Please register and issue Certificate of Title to

Signed

Customer Code

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AQ368867R

Transfer of Land

Section 45 Transfer of Land Act 1958

Dated: 25-9-2017

Parties: **EVOLVE NO. 10 PTY LTD ACN 131 890 965 and Nicholas Alexander Priest**

Signatures of the Parties: x

Dated: 25-9-2017

Execution and attestation :

Executed by **EVOLVE NO. 10 PTY LTD ACN 131 890 965** by being signed by those persons who are authorised to sign for the company:)

Director

Director (or Company Secretary)

Full name **Ashley Peter Williams** Suite B, 1 Albert Road Melbourne VIC 3004

Full name

Usual address

Usual address

SIGNED by the Transferee **Nicholas Alexander Priest** in the presence of:)

x

xx Witness

575107A

T2

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INFORMATION ONLY

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Annexure Page

Transfer of Land Act 1958

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This is page of *Approved Form T2* dated 25-9-2017 between
EVOLVE NO. 10 PTY LTD ACN 131 890 965 and Nicholas Alexander Priest

Signatures of the Parties

x

The transferee (**Purchaser**) with the intent that the benefit of this covenant will be attached to and run at law and in equity with the whole and every lot on Plan of Subdivision PS735109D (**Plan**) other than the lot hereby transferred and that the burden of this covenant will be annexed to and run at law and in equity with the lot hereby transferred does hereby for itself and its transferees, executors, administrators and assigns and as separate covenants covenant with the Transferor and the registered proprietor or proprietors for the time being of the whole and every lot on the Plan or any part or parts thereof other than the lot hereby transferred, that the Purchaser and its transferees, executors, administrators and assigns will not at any time:

- carry out or cause to be carried out on the lot hereby transferred any Works or allow any Works to remain on the lot hereby transferred, unless prior to the commencement of construction of the Works the Transferor has approved the Works and the works are carried out in accordance with the terms of that approval;
- subdivide the lot hereby transferred or allow the lot hereby transferred to be subdivided;
- erect allow to be erected or remain erected a relocatable home on the lot hereby transferred;
- use any caravan parked on the lot hereby transferred as a dwelling house;
- leave the lot in a state of disrepair, including the presence of excessive weeds or rubbish, or permit the deterioration of the lot hereby transferred or any improvements erected or to be erected and will maintain the landscape to a standard of the locality acceptable to the Transferor provided that the Transferor will not act capriciously in determining the standard of acceptance;
- without the consent of the Transferor, erect, cause or permit to be erected or remain on the lot any temporary, relocatable buildings or structures including storerooms, garden sheds, pergolas, swimming pools and spas unless for use in connection with the building of the dwelling house;
- commence construction or permit the construction of the dwelling house to be commenced unless the builder and all tradesmen engaged in such construction keep the land hereby transferred free of all unnecessary rubbish and waste material and keep on the land transferred and utilise a builder's cage;

INFORMATION ONLY

575107A		
A1		1. If there is insufficient space to accommodate the required information in a panel of the attached form insert the words "See Annexure page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. 2. The approved Annexure Pages must be properly identified and signed by the parties to the attached form to which it is annexed. 3. All pages must be attached together by being stapled in the top left corner.

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AQ368867R

Annexure Page

Transfer of Land Act 1958

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This is page of *Approved Form T2* dated 25-9-2017 between
EVOLVE NO. 10 PTY LTD ACN 131 890 965 and Nicholas Alexander Priest

Signatures of the Parties x

- without prior written consent of the Transferor use the land hereby transferred for the purpose associated with the sales and marketing of houses or as a Display Home, excluding Stages 1 and 1A;
- for a period of four (4) years from the date of registration by the Registrar of Titles of the Plan that create title to the land hereby transferred erect or permit to be erected more than one advertising sign for resale of a lot on any lot;
- carry out or cause to be carried out any dismantling, assembling, repairs or restorations of commercial vehicles on the land hereby transferred unless carried out at the rear of a dwelling house on the land hereby transferred in a location which is screened from public view;

AND this covenant will appear in the Certificate of Title and Folio of the Register to be issued by the Land Titles Office for the said land and run with the land.

This Covenant will cease to have effect on the earlier of:

(a) three years after the date of completion of the whole of the Development (as certified by the Transferor or any person nominated by the Transferor in writing to provide that certification); and

(b) ten years after the date of this Covenant.

In this Covenant, the following terms have the meanings set out below:

Design Guidelines means the design guidelines specified by the Design Assessment Panel from time to time as being applicable to the Property.

Design Assessment Panel means the panel of that name appointed by the Transferor (or by any person nominated in writing by the Transferor as being entitled to make that appointment) from time to time.

Development means the residential housing development to be carried out on the land originally comprised in the Parent Title by the Transferor or the Transferor's successors as developer of that land.

Parent Title means the land which was comprised in certificate of title volume 11534 folio 257 prior to any subdivision of that title.

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EVOLVE NO. 10 PTY LTD ACN 131 890 965 and Nicholas Alexander Priest

Signatures of the Parties

Transferor means Evolve No. 10 Pty Ltd ACN 131 890 965.

Vegetation includes grass, lawn, garden, trees, shrubs, plants and flowers.

Works means:

(i) construction of or erection of or alteration to buildings, fences, signs or other improvements or structures;

(ii) changing the external appearance of any building, fence, sign or other improvement including by painting, rendering or any application to the surface; and

(iii) planting or removal of Vegetation;

but does not include:

(iv) internal changes to a previously constructed building where the external appearance of the building is not affected; or

(v) changes to Vegetation, so long as the Design Guidelines are complied with.

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A1		1. If there is insufficient space to accommodate the required information in a panel of the attached form insert the words "See Annexure page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. 2. The approved Annexure Pages must be properly identified and signed by the parties to the attached form to which it is annexed. 3. All pages must be attached together by being stapled in the top left corner.

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Section 181

Form 18

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

***Planning and Environment Act* 1987**

Lodged at the Land Titles Office by:

Name: Maddocks
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TGM:5403317 **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 09516 Folio 913

Authority: Whittlesea City Council, Ferres 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: .....

Name of officer: NEILL HOCKING

Office held: ACTING CHIEF EXECUTIVE OFFICER.

Date: 1.6.09.

[5197159: 4785783v1]

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Melbourne Victoria 3000 Australia
Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666
info@maddocks.com.au
www.maddocks.com.au
DX 259 Melbourne

Date / /2009

Agreement under Section 173 of the Planning and Environment Act 1987

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

Purpose: Fixing of land values

Whittlesea City Council

and

Evolve No 10 Pty Ltd ACN 131890965

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Agreement under Section 173 of the Planning and Environment Act 1987

DATE / /2009

Dated / /

Parties

Name	**WHITTLESEA CITY COUNCIL**
Address	of Municipal Offices
Short name	**Council**

Name	**EVOLVE NO 10 PTY LTD ACN 131890965**
Address	Suite Basement, 1-29 Albert Road, Melbourne, Vic 3004
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.

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F. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. AG265278X 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.

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Subject Land means being the land comprised in Certificates of Title Volume 09516 Folio 913 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;

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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 by multiplying the Land Value by the CPI in the previous 12 month period;

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.

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5. Further obligations of council

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

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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.

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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.

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SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

THE COMMON SEAL OF WHITTLESEA CITY COUNCIL was hereunto affixed in the presence of:)

..... A/Chief Executive Officer

..... Councillor

THE COMMON SEAL of EVOLVE NO 10 PTY LTD ACN 131890965 was affixed in the presence of authorised persons:)

..... Director

Ashley Peter Williams ..... Full name

78 Blessington Street, St Kilda, Vic, 3182 ..... Usual address

~~..... Director (or Company Secretary)~~

~~..... Full name~~

~~..... Usual address~~

Mortgagee's Consent

St. George Bank Ltd as Mortgagee of registered mortgage No. AG265279V consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

.....

EXECUTED in Victoria by ST.GEORGE BANK LIMITED (ACN 055 513 070) by being signed sealed and delivered by its Attorneys
LENG LIM
MANAGER SECURITIES
.....
WARREN MEMBREY
SENIOR RELATIONSHIP MANAGER
.....

pursuant to Power of Attorney dated 2nd October 1997, a certified copy of which is filed in Permanent Order Book No. 277 at Page 13 Item 3.

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

Section 181 **Planning and Environment Act 1987**

Form 18

Lodged by:

Name:	MADDOCKS
Phone:	9288 0555
Address:	Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref:	MYM:LMR:LGC:5735980
Customer Code:	1167E

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: ~~part of~~ Certificate of Title Volume 11238 Folio 724 and ~~part of Certificate of Title Volume 11238 Folio 723 excluding lots 746-754 (inclusive) and 756-762 (inclusive) on the proposed plan attached and marked "A" and excluding lots 700-736 (inclusive), lot J and lot K on the proposed plan attached and marked "B"~~ and more particularly being lots 801-835 (incl) on the attached plan marked 'A'; lots 1001-1027 (incl) on plan attached marked 'B'; and lots 1101-1144 (incl) on the attached plan marked 'C'; and lots 1201-1230 (incl) on the attached plan marked 'D'. Certificate of Title Volume 11266 Folio 209

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

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

A copy of the Agreement is attached to this Application

Date: 1/4/11

Signature for Responsible Authority: .....

Name of officer: GEORGE SAISANAS

Position Held: MANAGER STRATEGIC PLANNING & DESIGN

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Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666

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

DX 259 Melbourne

AH908084X
20/04/2011 $105.20 173

Date 31 / 03 / 2011

Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: part of 135 Craigieburn Road, Wollert

Whittlesea City Council
and

Evolve No 10 Pty Ltd
ACN **131 890 965**

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Maddocks

Agreement under Section 173 of the Planning and Environment Act 1987

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Dated 31 / 03 / 2011

Parties

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

Name	**Evolve No 10 Pty Ltd ACN 131 890 965**
Address	Suite Basement, 1-29 Albert Road, Melbourne, Victoria
Short name	**Owner**

Background

A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.

B. The Owner is or is entitled to be the registered proprietor of the Subject Land.

C. On 1 December 2009 Council issued Planning Permit No. 711827 (**Planning Permit**) allowing land at 135 Craigieburn Road, East, Wollert to be subdivided in stages, removal of native vegetation and dry stone walls in accordance with the Endorsed Plan. Conditions 18 and 21 of the Planning Permit require the Owner to enter into this Agreement to provide for the matters set out in those conditions. A copy of the Planning Permit is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

D. Condition 18 of the Planning Permit provides that:

> Prior to the issue of the Statement of Compliance for the first stage of subdivision, unless otherwise agreed by the Responsible Authority, the permit holder must prepare a Conservation Management Plan for the land at 230 Harvest Home Road, Wollert. The Conservation Management Plan must be prepared to the satisfaction of the Responsible Authority and the Department of Sustainability and Environment (DSE). The Plan must provide for the early securing and fencing of the land from subdivision construction activity, protection of all areas proposed for conservation rehabilitation, revegetation and landscaping, pest plant and animal control, soil stabilisation, ongoing maintenance and timing and staging of all works. The Plan must also include the implementation of native vegetation offset measures required pursuant to the Department of Sustainability and Responsible Authority requirements.
>
> The permit holder must enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987, which requires the implementation of the Conservation Management Plan.

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

E. Condition 21 of the Planning Permit provides that:

> Prior to the issue of a Statement of Compliance for any stage of the subdivision the permit holder must enter into an agreement with the Responsible Authority under Section 173 of the Planning and Environment Act 1987, that requires the future maintenance and repair of all fences (excluding the removal of graffiti) abutting open space or tree reserves be the responsibility of the owner of each lot abutting the reserve (except where damage to the fence is caused by the Council or its representatives whilst undertaking maintenance works to the reserve).
>
> The costs for preparation and execution of the Agreement shall be borne by the permit holder.

F. As at the date of this Agreement, the Subject Land is encumbered by Mortgage Nos. AG265279V and AG688180G in favour of the Mortgagees. The Mortgagees have consented to the Owner entering into this Agreement with respect to the Subject Land.

G. The parties enter into this Agreement:

G.1 to give effect to the requirements of the Planning Permit; and

G.2 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.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. A copy of the Endorsed Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

lot means a lot on the Endorsed Plan.

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.

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

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Reserve means the lot identified as a 'Reserve' or 'Passive Open Space' or the like on the Endorsed Plan.

Subject Land means part of the land situated at 135 Craigieburn Road, Wollert being the land referred to in Certificate of Title Volume 11238 Folio 724 and part of Certificate of Title Volume 11238 Folio 723 excluding lots 746-754 (inclusive) and 756-762 (inclusive) on Plan of Subdivision No. 632816A and lots 709-736 (inclusive), lot J and lot K on Plan of Subdivision No. 630450D 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.

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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

The Owner covenants and agrees that:

3.1 Fences

where a fence abuts a Reserve, the Owner of the lot upon which the fence is erected must maintain and repair that fence to the satisfaction of Council, except where the maintenance or repair work:

3.1.1 is the removal of graffiti from the fence; or

3.1.2 the damage to the fence is caused by Council or its representatives whilst undertaking maintenance works to the Reserve; and

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3.2 Notification to any purchaser

the existence of this Agreement must be specifically mentioned in any Contract of Sale and any statement prepared under section 32 of the Sale of Land Act 1962 in respect of any lot within the Subject Land; and

3.3 Conservation Management Plan

3.3.1 prior to the commencement of any building or Works on the Subject Land, the Owner must prepare and submit to Council a Conservation Management Plan for approval by Council and Department of Sustainability and Environment (**CMP**). The CMP must provide for, but not be limited to:

(a) the early securing and fencing of the Subject Land from subdivision construction activity;

(b) protection of all areas proposed for conservation rehabilitation, revegetation and landscaping;

(c) identifying vegetation to be removed and any vegetation to be retained;

(d) details of any revegetation including number of trees, shrubs and other plants, species mix and density;

(e) methods of managing and restoring the existing vegetation to be retained;

(f) methods of interim protection for newly established vegetation;

(g) methods of permanent protection for established efforts;

(h) methods for controlling the presence of pest plants;

(i) methods of controlling animals;

(j) monitoring and performance measures;

(k) methods for soil stabilisation;

(l) a timeframe for implementing the CMP; and

(m) the implementation of the native vegetation offset measures required pursuant to Planning Permit No. 712582;

to the satisfaction of Council;

3.3.2 the Owner covenants and agrees to implement and comply with all provisions, requirements and recommendations contained in the approved CMP at the full cost of the Owner within the timeframes set out in the CMP, to the satisfaction of Council and the Department of Sustainability and Environment.

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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.

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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.

4.3 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

5. 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 pursuant to the Planning Permit.

6. Owner's Warranties

Without limiting the operation or effect which this Agreement has, the Owner warrants it has given notice of its intention to enter into this Agreement to all persons with an interest, both legal and equitable in the Subject Land, and has been given consent by such persons for the entering into of this Agreement.

7. 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:

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

7.2 execute a deed agreeing to be bound by the terms of this Agreement.

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8. General matters

8.1 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:

8.1.1 by delivering it personally to that party;

8.1.2 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

8.1.3 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.

8.2 Service of Notice

A notice or other communication is deemed served:

8.2.1 if delivered, on the next following business day;

8.2.2 if posted, on the expiration of 7 business days after the date of posting; or

8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

8.3 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.

8.4 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.

8.5 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.

9. Commencement of Agreement

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

INFORMATION ONLY

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Signing Page

SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

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

..... Delegate

Executed by **Evolve No 10 Pty Ltd ACN 131 890 965** by being signed by the person who is authorised to sign for the company:)
)
)

..... Sole Director and Sole Company Secretary

Ashley Peter Williams
..... Full name
79 Blessington Street, St Kilda, Vic, 3182

..... Usual address

Mortgagees' Consents

St George Bank, division of Westpac Banking Corporation ABN 33 007 457 141, as Mortgagee of registered mortgage No. AG265279V consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

.....
LENG LIM Tier Three Attorney under power of attorney dated 17 January 2001 a copy of which is filed in Permanent Order Book No 277 Page 016.

Harvest Home Road Development Nominee Pty Ltd ACN 129 877 612 as Mortgagee of registered mortgage No. AG688180G consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed by **Harvest Home Road Development Nominee Pty Ltd** ACN 129 877 612 by being signed by those persons who are authorised to sign for the company:)
)
)
)

....
Director Director (or Company Secretary)

Ashley Peter Williams
..... CHRISTOPHER ANDREW HARPER
Full name 79 Blessington Street, St Kilda, Vic, 3182 Full name Level 23, 101 Collins Street, Melbourne Vic 3000

....
Usual address Usual address

INFORMATION ONLY

City of Whittlesea

Date of issue	Assessment No.	Certificate No.	Your reference
01/03/2022	1003789	140623	62314011-020-2

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2022

Property location: 6 Wiseman Walk WOLLERT 3750
Description: LOT: 1343 PS: 735109D

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2021	1 July 2021	$390,000	$145,000	$19,500

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

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2021 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 29 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges		
General rate levied on 01/07/2021	$1,002.00	
Fire services charge (Res) levied on 01/07/2021	$114.00	
Fire services levy (Res) levied on 01/07/2021	$23.01	
Waste Service Charge (Res/Rural) levied on 01/07/2021	$114.40	
Arrears to 30/06/2021	$0.00	
Interest to 01/03/2022	$0.00	
Other adjustments	-$0.01	
Less Concessions	$0.00	
Sustainable land management rebate	$0.00	
Payments	-$940.40	
Balance of rates & charges due:		$313.00
Property debts		
Other debtor amounts		
Special rates & charges		
nil		
Total rates, charges and other monies due		**$313.00**

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2288.

INFORMATION ONLY

2. Outstanding or potential liability / sub-divisional requirement:
There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.
There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

3. Notices and orders:
The following notices and orders on the land have continuing application under the *Local Government Act 2020*, *Local Government Act* 1989 or under a local law of the Council:
No Orders applicable.

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

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

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

6. Other information:

Certificate prepared by

Authorising Officer

INFORMATION ONLY

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the *Local Government Act 2020, the Local Government Act 1989*, the *Local Government Act 1958* or under a local law of the Council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Payment can be made using these options.

8 www.whittlesea.vic.gov.au Ref 1003789	) Phone 1300 301 185 Ref 1003789	BPAY Biller Code 5157 Ref 1003789

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

28th February 2022

MELBOURNE REAL ESTATE CONVEYANCING.

Dear MELBOURNE REAL ESTATE CONVEYANCING.,

RE: Application for Water Information Statement

Property Address:	6 WISEMAN WALK WOLLERT 3750
Applicant	MELBOURNE REAL ESTATE CONVEYANCING.
Information Statement	30674717
Conveyancing Account Number	9759316125
Your Reference	1572

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

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

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

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

INFORMATION ONLY

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Yarra Valley Water Property Information Statement

Property Address	6 WISEMAN WALK 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)

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

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.

INFORMATION ONLY

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ABN 93 066 902 501

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E enquiry@yvw.com.au
yvw.com.au

Melbourne Water Encumbrance

Property Address	6 WISEMAN WALK WOLLERT 3750

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

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

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

INFORMATION ONLY

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ABN 93 066 902 501

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Mitcham Victoria 3132

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E enquiry@yvw.com.au
yvw.com.au

Melbourne Water Encumbrance

Property Address	6 WISEMAN WALK WOLLERT 3750

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

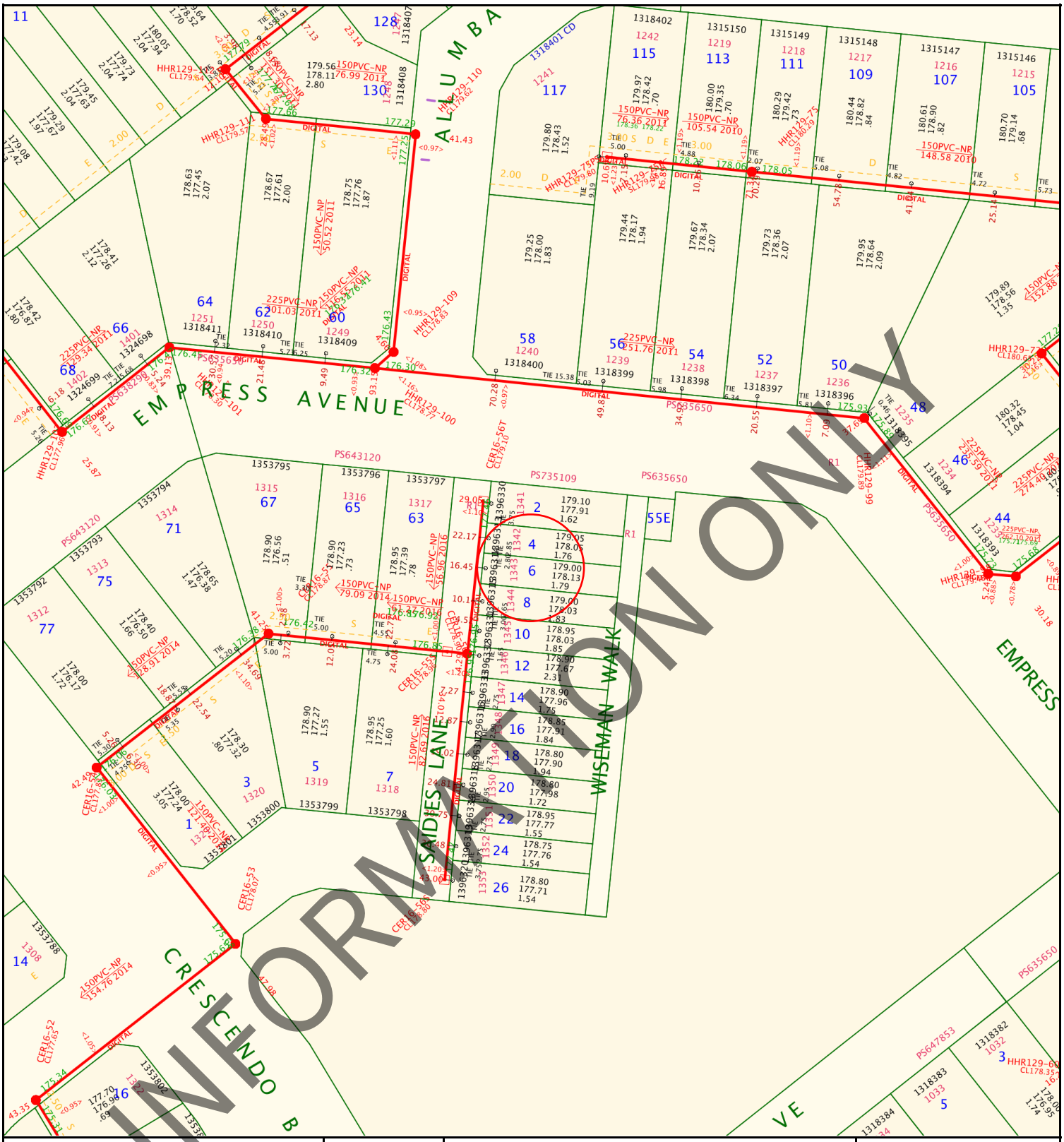
Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

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.

INFORMATION ONLY



Yarra Valley Water

Information Statement Number: 30674717

Address	6 WISEMAN WALK WOLLERT 3750
Date	28/02/2022
Scale	1:1000

N

Yarra Valley Water

ABN 93 066 902 501

Existing Title		Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer		Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch			

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

20th December 2017

Application ID: 305714

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

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Water & Sewer Connection	1396314

Specific conditions affecting encumbrances on property:

Recycled Water

INFORMATION ONLY

Conditions of Connection Details

GENERAL

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

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

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

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.
It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:
- Plumbing Regulations 1998 (Vic);
- Water Industry Regulations 2006 (Vic);
- Building Act 1993 (Vic);
- Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
and any other technical requirements which we reasonably specify.

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

WATER

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

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

INFORMATION ONLY

of connection.

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

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

All 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 contractor Select Solutions on 1300 724 858. 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 Select Solutions.

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858. 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.

INFORMATION ONLY

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 plumbing contractor is permitted to remove water meters.

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

DAMAGED OR STOLEN METERS

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

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

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

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

RECYCLED WATER CONDITIONS

Supplementary Conditions of Connection for Class A Recycled Water

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

Checklist	**√ or X**

INFORMATION ONLY

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.

INFORMATION ONLY

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 if 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

INFORMATION ONLY

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:

INFORMATION ONLY

(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.

INFORMATION ONLY

(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) **<u>All external drinking water supply taps must be fitted with atmospheric vacuum breakers.</u>**

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 ¾" 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

INFORMATION ONLY

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: • 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)

INFORMATION ONLY

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

INFORMATION ONLY

(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.

INFORMATION ONLY

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.

INFORMATION ONLY

10.3. <u>Meters in recycled water areas can only be moved by Yarra Valley Water</u>.

(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 **<u>are moved for free</u>**

(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.

INFORMATION ONLY

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 branch within the property, Yarra Valley Water approves the endpoint of the YVW sewer branch to be located outside the property and raised to surface with an appropriate approved cover. The sewer branch 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 branches at the site must be cut and sealed by a Yarra Valley Water accredited live sewer contractor.

Following the completion of 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.

INFORMATION ONLY

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made. We may also amend these conditions from time to time if we consider that it is necessary to:
- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services: or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

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

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

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

INFORMATION ONLY

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

MELBOURNE REAL ESTATE CONVEYANCING.
anna@melbournerec.com.au

RATES CERTIFICATE

Account No: 2144838720
Rate Certificate No: 30674717

Date of Issue: 28/02/2022
Your Ref: 1572

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
6 WISEMAN WALK, WOLLERT VIC 3750	1343\PS735109	5164901	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2022 to 31-03-2022	$19.28	$19.28
Residential Sewer Service Charge	01-01-2022 to 31-03-2022	$110.12	$110.12
Parks Fee	01-07-2021 to 30-06-2022	$80.20	$0.00
Drainage Fee	01-01-2022 to 31-03-2022	$26.03	$26.03
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$155.43

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
57 EMPRESS AVE, WOLLERT VIC 3750	S\PS643120	5121353	Superseded

Agreement Type	Period	Charges	Outstanding
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$0.00

Total Due $155.43

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS
We have changed our BPAY biller code. Please refer to the payment options and update your bank details.

INFORMATION ONLY

GENERAL MANAGER
RETAIL SERVICES

Note:
1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of $100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. 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.
6. 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.
7. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre
9. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
10. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
11. 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.

INFORMATION ONLY

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Property No: 5164901

Address: 6 WISEMAN WALK, WOLLERT VIC 3750

Water Information Statement Number: 30674717

HOW TO PAY

Biller Code: 314567
Ref: 21448387200

Mail a Cheque with the Remittance Advice below to:
Yarra Valley Water
GPO Box 2860 Melbourne VIC 3001

Amount Paid		**Date Paid**		**Receipt Number**	

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 5164901

Address: 6 WISEMAN WALK, WOLLERT VIC 3750

Water Information Statement Number: 30674717

Cheque Amount: $

INFORMATION ONLY

14th December 2017

Andrea Mandic (Nostra Homes Pty Ltd)
Nostra Homes Pty Ltd
care of
andrea@nostrahomes.com.au

Dear Andrea Mandic (Nostra Homes Pty Ltd),

APPLICATION FOR BUILD OVER CONDITIONS

Application ID	304597
Property Address	6 WISEMAN WALK WOLLERT 3750
Service Location ID	5164901

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

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

Build Over Condition Summary *
Brick Garages & Brick Carports Greater than 10 square metres • can build over the sewer branch servicing the property and 600mm horizontal and vertical clearance is required
Driveways & Paving (Plain Concrete Only) for a Residential Property (Please Note Ramps over sewer mains are not allowed) • can build over any sewer branch, 750mm vertical clearance is required and the inspection shaft (27A) must be extended to surface level

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

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

INFORMATION ONLY

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

Yours sincerely,

John Maudsley

Divisional Manager, Development Services

INFORMATION ONLY

SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:

For any heavyweight garages, carports and sheds greater than 10 square metres in the vicinity of a property connection branch servicing the property, the following apply:

1. Refer to attached plan 'D' for this structure.
2. Build over of own property connection branch is not permitted where the branch is servicing more than one property.

For structures adjacent to the property connection branch the following conditions apply

3. A minimum 600 mm horizontal clearance between the proposed works/ foundations and the property connection branch.
4. Pad footings/ foundations are permitted.
5. Footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. Driven Piles are not permitted.
7. Maximum width allowed for eaves is 600 mm.

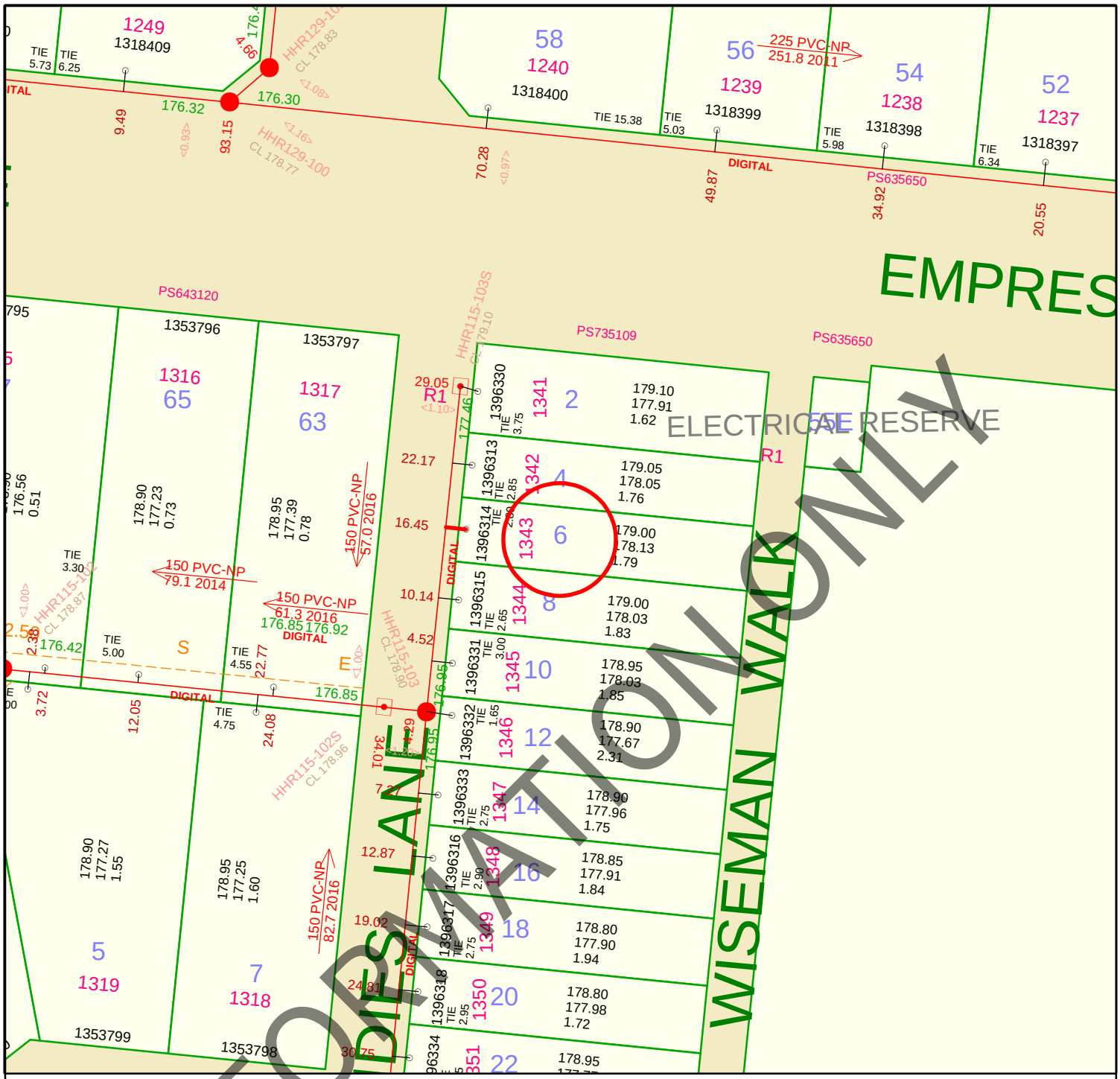
For structures traversing the property connection branch, the following additional conditions apply.

8. Pier and beam foundations traversing the property connection branch must be a minimum of 600 mm from the property connection branch but no further away than 1 metre.
9. Foundations traversing the property connection branch must maintain a minimum 600 mm vertical clearance.
10. Non structural infill slab.
11. Height clearance required, unless demountable. Height clearance is taken to be height of the walls.
12. No plumbing fixtures, fixed storage/ shelving or internal walls that restrict access are allowed within garage over property connection branch or easement.

For any driveways and paving (plain concrete only) for a residential property in the vicinity of a property connection branch servicing the property, the following conditions apply:

1. Refer to attached plan 'F' for this structure
2. A minimum 750 mm vertical cover is to be maintained over the property connection branch
3. Ramps over sewer property connection branches are not permitted.
4. No additional load is to be placed on the property connection branch by the works
5. The inspection shaft (27A) must be extended to surface. It must be fitted with an approved screw cap located below an appropriate cover for vehicle loading where required. In driveways and paved areas set the cover flush with the concrete/paving. Raising the (27A) to surface may be undertaken by a licenced plumber.
6. If the horizontal clearance is 600mm or greater from the property connection branch servicing the property, there is no requirement to raise the (27A) to surface.

INFORMATION ONLY



INFORMATION ONLY

Yarra Valley Water
Sewer Branch
Asset Map

Address 6 WISEMAN WALK WOLLERT 3750

Date	14/12/2017
Scale	500

N

Yarra Valley Water
ABN 93 066 902 501

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

Existing Title
Proposed Title
Access Point Number SPS12-34
Sewer Pipe Flow
Existing Sewer
Change of Grade

Circular Access Point
Offset Distance
Square Manhole
End of Pipe
Maintenance Shaft
Inspection Shaft
Pump Station
Ventilation

Abbreviation Pipe Material

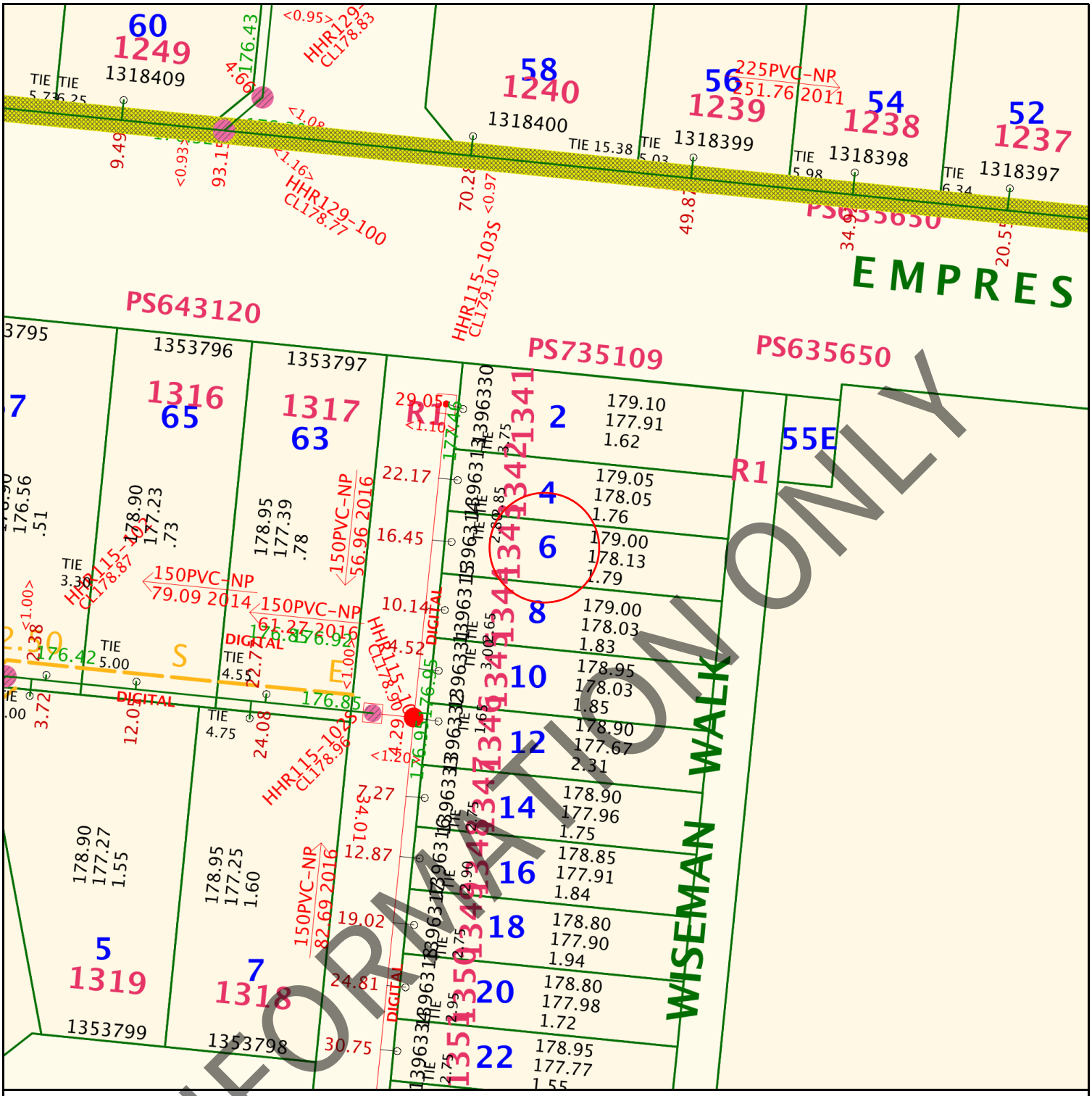
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCONC	C Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Branch Size: 100
Branch Material: PVC-NP
Branch Depth (m): 0.87
Branch Length(m) 1.793

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.

YVW Ref: 5164901



Yarra Valley Water
Build Over Plan Reference: Plan D
General Structures

Address 6 WISEMAN WALK WOLLERT 3750

Date	14/12/2017
Scale	1:500

N

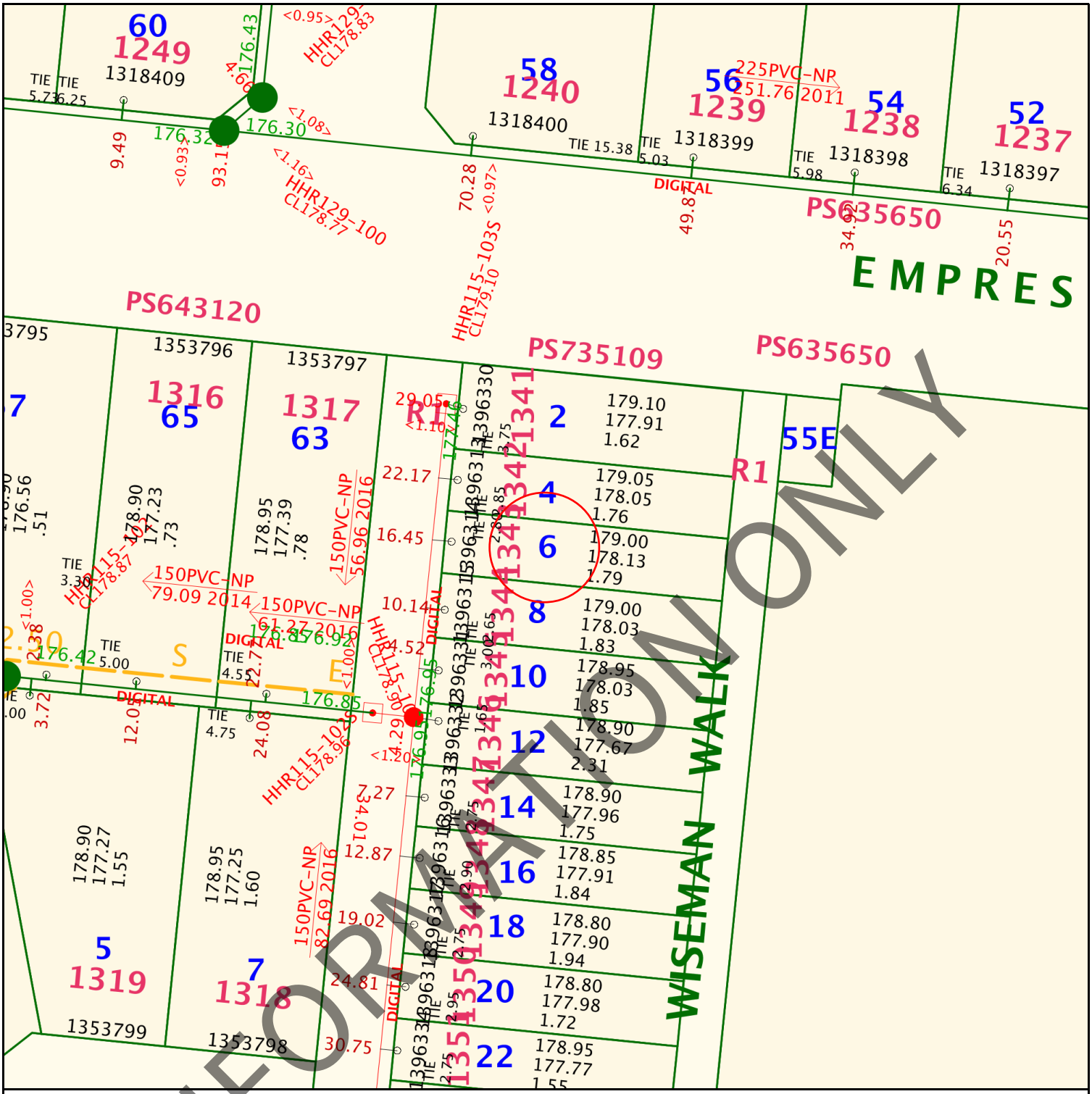
Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

Yarra Valley Water
ABN 93 066 902 501

Yarra Valley Water Application ID: 304597

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

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



Yarra Valley Water
Build Over Plan Reference: Plan F
Driveways and paving

Address 6 WISEMAN WALK WOLLERT 3750

Date	14/12/2017
Scale	1:500

N

Yarra Valley Water
ABN 93 066 902 501

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

Yarra Valley Water Application ID: 304597

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

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

CONDITIONS APPLICABLE TO THIS APPLICATION:

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

Standard conditions:

1. A reference in these terms and conditions to YVW includes YVW's employees, agents and contractors.

2. The applicant applying for YVW's consent for the Owner's Works warrant's that they made the application as or on behalf of the owner. A reference in these terms and conditions to the owner includes a reference to the applicant or any successors in title to the owner.

3. YVW's conditional consent is to the owner's application and plans for the Owner's Works as previously provided to YVW. The owner must only construct the Owner Works in accordance with YVW's conditions of consent. Any variation to the owner's application and plans or Owners Works requires a new application to YVW which may be approved or rejected in YVW's absolute discretion.

4. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to any injury to any person (including illness or death) or loss of or damage to any property which may arise from, or as a result of the Owner's Works, including but not limited to being as a result of the design, construction, placement or presence of the Owner's Works.

5. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to YVW inspecting, constructing, maintaining, repairing or replacing any assets or other property of YVW beneath or in the vicinity of the Owners Works except to the extent caused by negligence of YVW.

6. YVW makes no warranty or representation and excludes all liability of any kind for the accuracy, adequacy or completeness of any plans or other information it has provided on sewer, water and other assets. The plans and any asset information accompanying this letter are issued solely as a guide for the investigation and identification of the assets specified and must not be used for any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.

7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.

INFORMATION ONLY

8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.

9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works.YVW will not repair or reinstate the Owner's Works.

10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.

11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.

12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.

13. Our imposition of conditions does not affect the rights of any other parties over the area in question.

14. If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.

15. Multi-unit and single residential, industrial/commercial developments must meet the requirements stated in WSA 02—3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4. This may require a sewer branch connection from an existing maintenance structure or a new maintenance structure.

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

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

INFORMATION ONLY

Property Clearance Certificate

Taxation Administration Act 1997

MELBOURNE REAL ESTATE CONVEYANCING

Your Reference:	1572
Certificate No:	51967338
Issue Date:	01 MAR 2022
Enquiries:	ESYSPROD

Land Address: WISEMAN WALK WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44236572			11905	664	$0.00

Vendor: NICHOLAS PRIEST

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR NICHOLAS ALEXANDER PRIEST	2022	$145,000	$0.00	$0.00	$0.00

Comments:

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	$390,000
SITE VALUE:	$145,000
AMOUNT PAYABLE:	**$0.00**

INFORMATION ONLY

Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 51967338

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
   - Land tax that has been assessed but is not yet due,
   - Land tax for the current tax year that has not yet been assessed, and
   - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

7. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $0.00

Taxable Value = $145,000

Calculated as $0 plus ($145,000 - $0) multiplied by 0.000 cents.

INFORMATION ONLY

Property Clearance Certificate - Payment Options

BPAY

Biller Code: 5249
Ref: 51967338

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD

Ref: 51967338

Visa or Mastercard

Pay via our website or phone 13 21 61. A card payment fee applies.

sro.vic.gov.au/paylandtax

**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

MREC
954 High Street
RESERVOIR VIC 3073

Client Reference: 1572

NO PROPOSALS. As at the 28th February 2022, 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®.

6 WISEMAN WALK, WOLLERT 3750
CITY OF WHITTLESEA

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

Date of issue: 28th February 2022

Telephone enquiries regarding content of certificate: 13 11 71

INFORMATION ONLY

[Vicroads Certificate] # 62314011 - 62314011153403 '1572'

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

821744

APPLICANT'S NAME & ADDRESS

MREC C/- LANDATA

MELBOURNE

VENDOR

XX, XX

PURCHASER

XX, XX

REFERENCE

1572

This certificate is issued for:

LOT 1343 PLAN PS735109 ALSO KNOWN AS 6 WISEMAN WALK 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 DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 10
- and a VEGETATION PROTECTION OVERLAY - SCHEDULE 2
- and a DEVELOPMENT PLAN OVERLAY - SCHEDULE 21

INFORMATION ONLY

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@victorianlrs.com.au

28 February 2022

Hon. Richard Wynne MP
Minister for Planning

VICTORIA State Government

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@victorianlrs.com.au

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

INFORMATION ONLY

Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.a

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.

VICTORIA State Government

WESTSIDE
WEST SIDE
Building Surveying (Vic) Pty Ltd
ABN: 23 313 299 077
Phone: 9741 3432
Fax: 9741 3461
Unit 1/49-55 Riverside Avenue
Werribee 3030

Form 2
Building Act 1993
Building Interim Regulations 2017 : Regulation 313

BUILDING PERMIT BSU14813/2792117/0

TO: **OWNER** Nicholas Alexander Priest
18 Westlock Rd
Mickleham 3064

AGENT Nostra Homes & Develop P/L
29 Keilor Park Drive
Keilor Park 3042

ADDRESS FOR SERVING OF NOTICES

Name	Nostra Homes & Develop P/L	29 Keilor Park Drive	Keilor Park 3042
Ph1	8331 3500	Ph2	Fax no: 8331 3590

PROPERTY DETAIL 6 Lot 1343 Wiseman Walk Wollert 3750

Allotment area m2 150 **Title details** PS 735109D Vol 11905 Fol 664

Municipal District: Whittlesea City Council Prop No: 1343\PS735109

Builder: Nostra Homes & Develop P/L 29 Keilor Park Drive Keilor Park 3042

Ph1 8331 3500 Ph2 Fax no: 8331 3590

PRACTITIONERS		FUNCTION AND ENGAGEMENT
Caruana Anthony	DBU 32976	Engaged in building work
Buratto Steve	EC1478	Prepared documents only
TING MICHAEL	EC36321	Prepared documents only

DETAILS OF ARCHITECT
who were engaged to prepare documents forming part of the application for this permit
Nostra Homes & Develop P/L Anthony Caruana DBU32976

DETAILS OF DOMESTIC BUILDING WORK INSURANCE
The issuer or provider of the required insurance policy is:- QBE Insurance (Australia) LTD

DETAILS OF RELEVANT PLANNING PERMIT (if applicable)
Planning Permit No: 715427 Planning Permit Date: 10/02/2016

STAGES OF WORK PERMITTED As shown on the project plans

Project estimated value: $247,040.00

NATURE OF BUILDING WORK Construction of Dwelling and garage All parts

Building details:

Class	1ai, 10a	Persons accommodated for	
No of storeys	2	Allowable live load	1.5 kPa
Area (m2)	169.04	New floor area,m2	169.04

OCCUPATION/USE OF A BUILDING An Occupancy Permit is required prior to Occupation

COMMENCEMENT AND COMPLETION This building work must commence by 12/01/2019 and must be completed by 12/01/2020

RELEVANT BUILDING SURVEYOR: Rocco Di Raco

Date of issue: 12-Jan-2018
Registration No: BSU14813 **Page 1 of 2**

NOTE: No alteration to or variation from the stamped Plans and Specifications may be made without written consent of the Building Surveyor. This building approval is granted ONLY in respect of building work to be carried out in accordance with the Building Act 1993 and the Building Regulations 2006. Before building work is commenced additional permits or approvals may need to be obtained under other Acts or other regulations - including the Planning and Environment Act 1987. Domestic builders carrying out domestic building work forming part of this Permit (where contract price for that work > $16,000) must be covered by an insurance policy as required under Section 135 of the Building Act 1993.

INFORMATION ONLY

WESTSIDE
WEST SIDE
Building Surveying (Vic) Pty Ltd
ABN: 23 313 299 077

Phone: 9741 3432
Fax: 9741 3461
Unit 1/49-55 Riverside Avenue
Werribee 3030

BUILDING PERMIT BSU14813/2792117/0

MANDATORY INSPECTIONS

Pier Holes Inspection

Pre-Slab Inspection

Steel for Slab Inspection

Framework Inspection

Final Inspection

If applicable, Full Truss details must be provided BEFORE frame construction starts.

PERMIT CONDITIONS

1 The building work shall be carried out wholly from within the allotment (i.e. brickwork laid-overhand) and without removing the existing boundary fences (unless otherwise agreed to by the adjoining owner).

2 Before construction of the Framework is commenced, the applicant is required to provide 3 Sets of Structural Roof and/or truss schedules, layouts & design computations minimum 7 days prior to booking in a Framework Inspection to the Relevant Building Surveyor.

3 It is the responsibility of the owner to ensure all covenants and section 173 agreements listed on the Certificate of Title are complied with as they are not enforced by the Relevant Building Surveyor under the Building Act 1993.

INFORMATION ONLY

RELEVANT BUILDING SURVEYOR: Rocco Di Raco

Date of issue: 12-Jan-2018

Registration No: BSU14813

NOTE: No alteration to or variation from the stamped Plans and Specifications may be made without written consent of the Building Surveyor. This building approval is granted ONLY in respect of building work to be carried out in accordance with the Building Act 1993 and the Building Regulations 2006. Before building work is commenced additional permits or approvals may need to be obtained under other Acts or other regulations - including the Planning and Environment Act 1987. Domestic builders carrying out domestic building work forming part of this Permit (where contract price for that work > $16,000) must be covered by an insurance policy as required under Section 135 of the Building Act 1993.

WESTSIDE
WEST SIDE
Building Surveying (Vic) Pty Ltd
ABN: 23 313 299 077

Phone: 9741 3432
Fax: 9741 3461
Unit 1/49-55 Riverside Avenue
Werribee 3030

27921/17

Friday, 12 January 2018

Nicholas Alexander Priest
18 Westlock Rd
Mickleham 3064

INFORMATION ONLY

Dear Sir,Madam

Following our analysis of your project, we have granted the enclosed Building Permit.

No: 6 Lot: 1343 Wiseman Walk Wollert

Construction of Dwelling and garage All parts

We are responsible for conducting mandatory inspections during the building work which are listed on the enclosed Building Permit including undertaking the final inspection and issuing of the Final Certificate and/or Occupancy Permit.

Subject to Reg 317 of the Building Regulations 2006

The person in charge of carrying out the building works on the above mentioned allotment must take all reasonable steps to ensure a copy of the building permit and one set of the approved plans, specifications and documents are available for inspection at the allotment concerned while the building work is in progress.

The person in charge of carrying out the building works must take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor, as well as the number of the relevant building permit and the date of issue of the permit are to be displayed on the allotment in a conspicuous position accessible to the public prior to and during building works (including demolition or removal of a building on the allotment).

We wish you well with your project and look forward now to assisting you through the on-site phase of our appointment.

Yours faithfully

Rocco Di Raco
RELEVANT BUILDING SURVEYOR
encl.

* BUILDING PERMITS * BUILDING DEVELOPMENT CONSULTANTS * BUILDING INSPECTIONS
Email: permits@westsidesurveying.com.au

WESTSIDE
Building Surveying (Vic) Pty Ltd
ABN: 23 313 299 077

Phone: 9741 3432
Fax: 9741 3461
Unit 1/49-55 Riverside Avenue
Werribee 3030

27921/17

Friday, 12 January 2018

Nostra Homes & Develop P/L
29 Keilor Park Drive
Keilor Park 3042

Dear Sir,Madam

Following our analysis of your project, we have granted the enclosed Building Permit.

No: 6 Lot: 1343 Wiseman Walk Wollert

Construction of Dwelling and garage All parts

We are responsible for conducting mandatory inspections during the building work which are listed on the enclosed Building Permit including undertaking the final inspection and issuing of the Final Certificate and/or Occupancy Permit.

Subject to Reg 317 of the Building Interim Regulations 2017

The person in charge of carrying out the building works on the above mentioned allotment must take all reasonable steps to ensure a copy of the building permit and one set of the approved plans, specifications and documents are available for inspection at the allotment concerned while the building work is in progress.

The person in charge of carrying out the building works must take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor, as well as the number of the relevant building permit and the date of issue of the permit are to be displayed on the allotment in a conspicuous position accessible to the public prior to and during building works (including demolition or removal of a building on the allotment).

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Yours faithfully

Rocco Di Raco
RELEVANT BUILDING SURVEYOR
encl.

INFORMATION ONLY

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Email: permits@westsidesurveying.com.au

WESTSIDE

WEST SIDE
Building Surveying (Vic) Pty Ltd
ABN: 23 313 299 077

Phone: 9741 3432
Fax: 9741 3461
Unit 1/49-55 Riverside Avenue
Werribee 3030

PROJECT FILE JOB ID: 27921/17
12/01/2018

Building Act 1993
Building Interim Regulations 2017
Regulation 1002 FORM 7

Application for Occupancy Permit

INFORMATION ONLY

To:- Rocco Di Raco
RELEVANT BUILDING SURVEYOR
West Side Building Surveying (Vic) Pty Ltd

From:- Owner:- Nicholas Alexander Priest
18 Westlock Rd Mickleham

Agent:- Nostra Homes & Develop P/L
Keilor Park Drive Keilor Park

In accordance with section 42 of the Building Act 1993, I hereby apply for an Occupancy Permit for the building at:-

Address No: 6 Lot: 1343 Wiseman Walk Wollert
Whittlesea City Council

Nature of building works
Construction of Dwelling and garage All parts

Building Practitioners and/or Architects involved in the Building Work and who were not known or not listed at the time of completion of application for Building Permit.

Name and Registration:- **Details of work performed:-**

Use applied for:-

Part of building	Intended use	Class

Signature of Owner or Agent _____ Dated_____

Please complete and return with any alterations or additional information

WESTSIDE
Building Surveying (Vic) Pty Ltd
ABN: 23 313 299 077

Phone: 9741 3432
Fax: 9741 3461
Unit 1/49-55 Riverside Avenue
Werribee 3030

FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018

OCCUPANCY PERMIT

INFORMATION ONLY

Property details	No: 6 Lot: 1343 Wiseman Walk Wollert 3750
	PS 735109D Vol 11905 Fol 664
Municipal District	Whittlesea City Council
Building Permit Details	Building Permit No. 2792117/0
Version of BCA applicable to Permit	

Building Details

Building to which permit applies	Construction of Dwelling and garage
Stages of Work Permitted	As shown on the project plans
Permitted use	Residential
Part of Building to which permit applies	All parts
Maximum permissible floor live load	1.5 kPa
Maximum number of people accommodated	

Conditions to which this permit is subject

Suitability for occupation

At the date this occupancy permit is issued, the *building/*place of public entertainment to which this permit applies is suitable for occupation

Occupancy Permit No.	**2792117/0A**
Date of issue	**Tuesday, 2 October 2018**
Date of final inspection	27/09/2018

RELEVANT BUILDING SURVEYOR
Rocco Di Raco
Signature:

Registration No: BSU14813

Occupancy Permit no 2792117/0A

* BUILDING PERMITS * BUILDING DEVELOPMENT CONSULTANTS * BUILDING INSPECTIONS
Email: permits@westsidesurveying.com.au

WESTSIDE
Building Surveying (Vic) Pty Ltd
ABN: 23 313 299 077

Phone: 9741 3432
Fax: 9741 3461
Unit 1/49-55 Riverside Avenue
Werribee 3030

Inspection Records	Approval Date:
Pier Holes Inspection	16/02/2018
Pre-Slab Inspection	27/02/2018
Steel for Slab Inspection	1/03/2018
Re-Framework Inspection	12/04/2018
Footings Inspection (Carport)	10/07/2018
Final Inspection	1/10/2018

INFORMATION ONLY

RELEVANT BUILDING SURVEYOR
Rocco Di Raco
Signature:

Registration No: BSU14813

Occupancy Permit no 2792117/0A

* BUILDING PERMITS * BUILDING DEVELOPMENT CONSULTANTS * BUILDING INSPECTIONS
Email: permits@westsidesurveying.com.au

vmia
Risk Management and Insurance
ABN 39 682 497 841
Phone: 1300 363 424

Domestic Building Insurance Certificate of Insurance

Policy Number 420055722BWI-487

QBE Insurance (Australia) Ltd
628 BOURKE STREET
MELBOURNE VIC 3000
Phone: (03) 9246 2666
Fax: (03) 9246 2611
ABN: 78 003 191 035
AFS License No: 239545

QBE

NICHOLAS ALEXANDER PRIEST
18 WESTLOCK RD
MICKLEHAM 3064

Name of Intermediary
AON-HIA (VIC)
4 / 70 JOLIMONT STREET
MELBOURNE VIC 3002

Account Number
42BWHIA00
Date Issued
05/06/2017

INFORMATION ONLY

Policy Schedule Details

Certificate in Respect of Insurance

Domestic Building Contract

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 QBE Insurance (Australia) Limited ABN 78 003 191 035 for and on behalf of the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Domestic Building Work	NEW SINGLE DWELLING CONSTRUCTION CONTRACT
At the property	LOT 1343, WISEMAN WALK WOLLERT VIC 3750
Carried out by the builder	NOSTRA HOMES & DEVELOPMENTS PL ACN: 127 679 627
	Important note: 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 QBE **IMMEDIATELY**. If these details are incorrect, the domestic building work will not be covered.
For the building owner	NICHOLAS ALEXANDER PRIEST
Pursuant to a domestic building contract dated	11/04/2017
For the contract price of	$238,510.00
Type of cover	Cover is only provided if NOSTRA HOMES & DEVELOPMENTS PL has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order*
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*
The maximum policy limit for all claims made under this policy is	$300,000 all inclusive of costs and expenses*
The maximum policy limit for all claims for non-completion of the domestic building works is	20% of the contract price*

*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, limitations and exclusions contained in the policy terms and conditions.

QM1824-1207

vmia
Risk Management and Insurance
ABN 39 682 497 841
Phone: 1300 363 424

Domestic Building Insurance Certificate of Insurance

Policy Number 420055722BWI-487

QBE Insurance (Australia) Ltd
628 BOURKE STREET
MELBOURNE VIC 3000
Phone: (03) 9246 2666
Fax: (03) 9246 2611
ABN: 78 003 191 035
AFS License No: 239545

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 QBE Insurance (Australia) Limited for and on behalf of

Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium	$821.00
GST	$82.10
Stamp Duty	$90.31
Total	**$993.41**

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.

INFORMATION ONLY

QM1824-1207

vmia
Risk Management and Insurance
ABN 39 682 497 841
Phone: 1300 363 424

Domestic Building Insurance Certificate of Insurance

Policy Number 420055722BWI-487

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628 BOURKE STREET
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QBE

If the information on this Certificate does not match what's on your domestic building contract, please contact QBE IMMEDIATELY on 1300 790 723

Below are some examples of what to look for:

CERTIFICATE OF INSURANCE		YOUR DOMESTIC BUILDING CONTRACT
MATCH		
Owner:	Both name of builder and ACN or ABN match	Owner:
Carried out by the builder: ACME CONSTRUCTIONS PTY LTD ACN: 12 345 678		Builder: ACME CONSTRUCTIONS PTY LTD ACN: 12 345 678
NO MATCH		
Owner:	Call QBE, name of builder does not match	Owner:
Carried out by the builder: JOHN CITIZEN ABN: 12 345 678 910		Builder: CITIZEN CONSTRUCTIONS PTY LTD ACN: 12 345 678
NO MATCH		
Owner:	Call QBE, ABN or ACN does not match	Owner:
Carried out by the builder: ACME CONSTRUCTIONS PTY LTD ACN: 12 345 678		Builder: ACME CONSTRUCTIONS PTY LTD ACN: 87 956 123

INFORMATION ONLY

QM1824-1207

PART A – SCHEDULE

Item 1	**Date of Agreement**	**24 June 2020**

Item 2 **Landlord**

Name/s & ACN (if applicable)	**Nicholas Priest**
Address for Service	C/- Harcourts Rata & Co 219 High Street, Thomastown VIC 3074
Email Address for Service	thomastown@rataandco.com.au

Item 3 **Agent**

Name	Rata & Co Real Estate Pty Ltd (ACN 616 647 539)
Address	219 High Street, Thomastown VIC 3074
Phone	(03) 9465 7766

Item 4 **Tenant/s**

Name	**Ryan Tavanlar & Keizia Gonzales**
Email address for service of documents	**ryantavanlar01@gmail.com**

Item 5 **Premises** The landlord lets the premises known as:
6 Wiseman Walk, WOLLERT VIC 3750

Item 6 **Rent** The rent is **$1651.00** per calendar month and payable calendar monthly in advance commencing on **25/01/19**.

Item 7 **Rental Payments** To the Agent by BPAY at 219 High Street, Thomastown VIC 3074.

Item 8 **Bond** **$1651.00** paid to the RTBA

If the tenant(s) does not receive a bond receipt from the Residential Tenancies bond Authority within 15 business days of paying the bond, the tenant(s) should contact the Residential Tenancies Bond Authority.

Item 9 **Term**

The period of the agreement is	12 months
Commencement Date	**25/07/20**
Termination Date	**24/07/21**

Unless the Agreement terminates in accordance with the Residential Tenancies Act 1997, this Agreement will continue as a periodic tenancy.

Item 10 **Urgent Repairs**

The maximum amount for repairs which the Agent can authorise is $1,800.00.
The agent's telephone number for urgent repairs is (03) 9465 7766 or 0437 137 868.

SIGNED by the Landlord: _____
Nicholas Priest

in the presence of: _____ (Witness)

SIGNED by the Tenant(s): _____ _____
Ryan Tavanlar & Keizia Gonzales

in the presence of: _____ (Witness)

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PART B - TERMS AND CONDITIONS

1. Residential Tenancies Act 1997

Each party must comply with the *Residential Tenancies Act 1997* ("**the Act**"). For further rights and duties refer to the Act.

2. This Agreement

2.1 This Agreement is made on the date specified in **Item 1** in the Schedule hereto between the Landlord whose name and address is specified in **Item 2** in the Schedule whose Agent is specified in **Item 3** in the Schedule and the Tenant whose name and address is specified in **Item 4** & **Item 5** in the Schedule.

2.2 The term of this Agreement is specified in **Item 9** of the Schedule commencing on the Commencement Date and expiring on the Expiry Date and unless either party terminates this Agreement in accordance with the Act it will continue as a periodic tenancy.

3. Premises and Rent

3.1 The Landlord lets to the Tenant the Premises specified in **Item 5** in the Schedule together with those items listed in the Schedule, for which the Rent shall be the amount specified in **Item 6** and payable to the party specified in **Item 7** in the Schedule.

4. Bond

4.1 The Tenant shall pay the bond specified in **Item 8** of the Schedule to the Agent on or before signing this agreement.

4.2 The Agent must lodge the bond with the Residential Tenancies Bond Authority ("**RTBA**") within 10 business days after receiving the Bond from the Tenant. If the Tenant does not receive a bond receipt from the RTBA within 15 business days of paying a bond, the Tenant should contact the RTBA directly.

5. Condition of the Premises

5.1 The Landlord must:
(a) ensure that the Premises are maintained in good repair; and
(b) if the landlord owns or controls the common areas relating to the Premises, take reasonable steps to ensure that the common areas are maintained in good repair.

6. Damage to the Premises

6.1 The Tenant must ensure that care is taken to avoid damaging the rented Premises.

6.2 The tenant must take reasonable care to avoid damaging any common areas.

6.3 The Tenant who becomes aware of damage to the rented Premises must give notice to the Landlord of any damage to the Premises as soon as practicable.

7. Cleanliness of the Premises

7.1 The Landlord must ensure that the Premises are in a reasonably clean condition on the day on which it is agreed that the Tenant is to enter into occupation of the Premises.

7.2 The Tenant must keep the Premises in a reasonably clean condition during the period of the Agreement.

8. Use of Premises

8.1 The Tenant must not use or allow the Premises to be used for any illegal purpose.

8.2 The Tenant must not use or allow the Premises to be used in such a manner as to cause nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring Premises.

9. Quiet Enjoyment

9.1 The Landlord must take all reasonable steps to make sure that the Tenant has quiet enjoyment of the Premises.

10. Assignment of Lease or Sub-Letting

10.1 The Tenant must not assign or sub-let the whole or any part of the Premises without the written consent of the Landlord. The Landlord's consent must not be unreasonably withheld.

10.2 The Landlord must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the Landlord in relation to the preparation of an assignment in writing of this Agreement.

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PART C - ADDITIONAL TERMS AND CONDITIONS

Additional terms which do not take away any of the rights and duties included in the Residential Tenancies Act 1997 may be set out in this section.

11 Agent is First Point of Contact

11.1 The Tenant acknowledges that it is not permitted to contact the Landlord directly unless expressly authorised in writing. For the avoidance of doubt, the Tenant acknowledges that where the Landlord's consent is required to be obtained under this Agreement, the Tenant is to direct such request for the Landlord's consent to the Agent in writing. The Tenant is to direct all queries or complaints to the Agent directly.

12 Water Consumption & Utilities

12.1 The Agent will provide the Tenant's details to its utility connection service for the purposes of ensuring that a water connection is completed prior to the move in date. The Tenant is under no obligation to take up any other utility connections. Unless you advise us otherwise, by signing this tenancy agreement you are consenting to On The Move contacting you to arrange the connection of your utility services. Regardless, you consent to On The Move contacting you regarding the connection and disconnection of your water services as a minimum. On the Move may need to disclose personal information to utility companies to arrange your services. On The Move and your agent may receive a benefit for arranging your services. Please see On The Move's Privacy Policy at: www.onthemove.com.au/legal-and-privacy. Standard connection fees may apply.

12.1 The Landlord is responsible for the costs and charges set out in section 53(1) and, if applicable, section 54 of the Act. The Tenant is responsible for the costs and charges set out in section 52 of the Act.

12.2 If a service is disconnected or damaged:

(a) due to the fault of the Landlord, Agent or Landlord's contractor, the Landlord or Agent will have the service re-connected or repaired; or

(b) due to the fault of the Tenant, or a person the Tenant has on the Premises, the Tenant must have the service re-connected or repaired at its cost.

12.3 If the Tenant disconnects a service or changes the supplier of it, the Tenant must pay the cost of having the service disconnected, another service connected or both. If the Premises is separately metered for utility services, the Tenant must pay all charges in respect of the re-connection and consumption of water, gas, electricity and telephone.

12.4 The connection of an existing and/or new phone line, internet connection and/or connection of any cable television, antenna or dish or adding additional power outlets, phone sockets or antenna points will require the Landlord's prior approval, and will be at the Tenant's cost.

13 Condition Report

13.1 If the Tenant has not physically viewed the Premises, the Tenant acknowledges that it has had a representative view the Premises on their behalf and agrees to accept the Premises as is.

13.2 The Tenant acknowledges that before it took occupation of the Premises, it received from the Landlord or Agent:

(a) two copies of a condition report signed by the Landlord or Agent;

(b) a written guide authorised and published by the Victorian Government entitled 'Renting a home: A guide for tenants'; and

(c) a copy of this tenancy Agreement.

13.3 The Tenant acknowledges that the condition report must be signed and returned to the Agent within 3 business days after taking possession of the Premises. If the condition report is not returned, the copy held by the Agent will be accepted as conclusive evidence of the state of repair or general condition of the Premises, as at the commencement of this Lease.

13.4 If the Tenant is entering into a renewed Lease agreement, the original condition report will remain as true and correct.

14 Landlord's Insurance and Tenant's Contents Insurance

14.1 The Tenant shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium and the Tenant shall pay the Landlord all increased premiums and all other expenses incurred as a consequence of any breach of this term.

14.2 The Tenant agrees to pay the Landlord any excess amount or additional premium charged by the Landlord's insurance company (to the extent the Landlord elects to have this insurance in place and use it for the Tenant's responsible damage), as a result of any damage caused by the Tenant, or by anyone on the Premises with the consent of the Tenant.

INFORMATION ONLY

14.3 The Landlord's insurance policy covers only the building plus any fixtures and fittings at their option and not the Tenant's contents. The Landlord accepts no responsibility for stolen, misplaced or damaged personal belonging kept inside or outside the rented Premises whatsoever, including but not limited to items stored in vehicles in common car parking areas or storage cages. It is strongly recommended that the Tenant obtains adequate insurance coverage for its possessions.

15 Release, Indemnity, Compensation and Liability

15.1 The Tenant shall indemnify the Landlord for any loss or damage caused by failure to ensure that care is taken to avoid damaging the Premises by the Tenant or anyone on the Premises with the consent of the Tenant.

15.2 The Tenant uses and occupies the Premises at its own risk and releases the Landlord from all claims resulting from any damage, loss, death or injury in connection with the Premises except to the extent that such claims arise out of the Landlord's negligence.

15.3 The Landlord is not liable to the Tenant for any loss or damage incurred by the Tenant due to:
(a) any damage to the Premises; and
(b) the interruption or damage to any services (including electricity, gas or water) to the Premises,
except to the extent to which the Landlord is liable where the Act applies.

16 Reporting Defects

16.1 If the Tenant becomes aware of a defect at the Premises that may injure someone or cause damage or which may otherwise give rise to a liability, it must notify the Agent as soon as possible and within 24 hours of becoming aware of such defect.

16.2 If the Tenant becomes aware of any blockage of the drainage, septic or sewerage it must notify the Agent within 24 hours. If the Tenant or anyone it allowed onto the Premises, caused a blockage or defect, the Tenant will be responsible to pay to the Landlord the reasonable expenses incurred in having the defect rectified.

17 Inspections

17.1 The Tenant acknowledges and understands that after being in possession of the Premises for three months, a routine inspection will be conducted. Thereafter, routine inspections can be conducted every 6 months throughout the duration of the tenancy.

17.2 The Tenant acknowledges and agrees that the Agent may conduct regular routine inspections with or without the presence of the Tenant upon giving the Tenant a minimum of 24 hours written notice.

18 Disclosure of Information

18.1 The Tenant authorises the Agent to disclose details of its credit worthiness, to the Tenant's personal referees, employer, any record, listing or database of defaults by tenants to the owner or agent of any future residence.

18.2 If the Tenant defaults under this Agreement, the agent may disclose details of any such default to any person whom the agent reasonably considers has an interest receiving such information.

19 Employment Details

19.1 The Tenant agrees to notify the agent of any change of employment to that set out in the original Tenancy Application.

DURING THE TENANCY

20 Permitted Use

20.1 The Tenant must use the Premises for the permitted use, which is as the Tenant's place of residence. The Tenant must not use the Premises for any other purpose without first obtaining the Landlord's consent in writing, by sending a written request to the Agent.

20.2 The Tenant shall not do or allow to be done anything that will cause the shared service facilities (if any) to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.

20.3 Any fines, infringements and penalty notices pertaining to the Premises, will be the responsibility of the Tenant and the Tenant agrees to deduct, from any monies paid to the Agent, the full amount of such fines or infringement, even if that would cause the Tenant to then become in arrears.

21 Alterations or Additions to Premises

21.1 The Tenant shall not install any goods, make any alterations or additions to, or carry out any renovations at the Premises including but not limited to, installation of cabling, fasteners, adhesives, power points, light fittings or both, air conditioning,

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dishwasher, heating, in- ground or above-ground pool or spa, safety barrier, fence, gate, awning, blind, shed, antenna, dish or both, sign, painting, tiling, paving, screenings, landscaping, without the prior written consent of the Landlord.

21.2 The Tenant shall not erect hooks on the walls without prior written consent of the Landlord. If hooks are installed without consent, the Tenant is liable for the cost to repair any damage.

21.3 The Tenant shall not install any pool, spa, pond or water retaining device (either inflatable or constructed) on the Premises without the written consent of the Landlord. Should permission be granted, it will be conditional upon the Tenant obtaining, and providing a copy of, permission and compliance with council or any other regulatory body relating to pool installation and fencing prior to the installation taking place.

21.4 In giving consent in accordance with **clause 21.1** and **21.2,** the Landlord may require the Tenant to comply with reasonable conditions and, before tenancy ends, require the Tenant to comply with section 64(2) of the Act.

22 Urgent And Non-Urgent Repairs

22.1 The Tenant acknowledges that all non-urgent repairs and maintenance requests must be submitted in writing to the Agent via email, fax or post to the contact details specified in **Item 3** in the Schedule or to the nominated Agent's Representative.

22.2 The Tenant agrees to immediately notify the Agent of any URGENT repairs, the contact details for urgent repairs are provided in **Item 10** in the Schedule. The Tenant agrees to take all reasonable measures to get in contact with the Agent.

22.3 The Landlord and the Tenant acknowledge that the Agent is entitled to authorise urgent repairs to the maximum amount written in **Item 10** in the Schedule. The Landlord will be contacted for approval for all urgent repairs prior to proceeding.

22.4 The Tenant acknowledges that if a contractor is called out to the Premises with no repair required, then the Tenant may be liable for payment of the invoice issued by the contractor.

23 Garden and Parking

23.1 The Tenant agrees to maintain the garden and lawn unless agreed otherwise in writing. This includes weeding garden beds, pruning and maintenance of plants and bushes, mowing and edging of lawns and removal of any debris and leaves and generally keeping it neat and tidy.

23.2 The Tenant must water the garden and lawn in accordance with the water restrictions. If there is an automatic watering system in place, the Tenant must notify the Agent if there are any concerns with regards to the operation of the system. It is the tenant's responsibility to keep all plants and lawns alive.

23.3 The Tenant must park vehicles in the designated area. The Tenant must not park on grass or garden areas, if it does then the Tenant will be liable to fix any damage caused to the grass and grounds.

23.4 The Tenant will be liable for any fine that is received due to the lack of upkeep of the Premises that have been issued by the local council or Owners Corporation in relation to garden maintenance, illegally parked vehicles, rubbish and the like.

24 Light Globes and Pilot Lights

24.1 The Tenant must replace at the Tenant's expense, all light tubes and globes to the Premises which become defective during the Term of the tenancy unless the defect is proven to be caused by faulty wiring.

24.2 The Tenant is responsible for checking and relighting the pilot lights on all gas appliances such as gas hot water systems, gas heating units and gas ovens, before reporting faults to the Agent. If a tradesperson is sent by the Agent on behalf of the Landlord to relight a pilot light where this is the only issue the Tenant will be liable for all costs.

25 Pets

25.1 The Tenant is prohibited from keeping any animal or pet of any description on the Premises without the prior written consent of the Landlord.

25.2 If the Landlord consents to the Tenant keeping a pet on the Premises, the Tenant acknowledges that if the pet become a nuisance or there is a complaint by a neighbour in relation to the pet, then the Landlord may require the said pet to be relocated from the Premises.

25.3 If the Landlord consents to the Tenant keeping a pet on the Premises, the Tenant hereby acknowledges and agrees to accept full responsibility for any damage or complaints resulting from keeping a pet at the Premises and further agrees to pay any and all expenses arising from any repairs or replacements to goods and fixtures.

25.4 Should a pet cause any damage including but not limited to urinating on the floors, or damages to the interior fixtures or fittings or surroundings area of the Premises, the Tenant must report any damage caused to the Premises to the Agent

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within 7 days and the Tenant agrees to rectify the damage or replace the flooring as soon as possible at the Tenant's expense.

26 Rubbish and Hanging Clothes

26.1 The Tenant must store all rubbish and waste in a proper rubbish receptacle with a close-fitting lid, to be kept only in the place provided. The Tenant must have rubbish and waste regularly removed in accordance with the municipality's rubbish and waste removal timetables.

26.2 The Tenant must only hang clothes outside the Premises where provision for the hanging of clothes has been provided.

27 Inflammable Liquids Not Permitted

27.1 Except as allowed by this by this **clause 27**, the Tenant must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at the Premises, including but not limited to motor fuels, kerosene and bottled gasses.

27.2 Apart from kerosene which the Tenant must not have at the Premises, the Tenant is entitled to keep small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants it requires for purely routine minor maintenance, domestic or house-hold use or to maintain the garden at the Premises.

28 Vehicle/boat Servicing or Repairs Not to be Carried Out

28.1 For the purposes of this **clause 28**, routine minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers recommendations or not or repairs of any sort.

28.2 The Tenant agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motor cycles in or around the Premises including common property.

28.3 The Tenant also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the Premises or the land or common property on which it is situated to their original condition forthwith.

29 Smoke Alarms

29.1 The Tenant acknowledges that the smoke detectors are operational at the commencement of this Lease. If the Tenant becomes aware, or reasonably considers, a smoke detector at the Premises is not, or may not be, in proper working order the Tenant must notify the Agent as soon as possible, and within 24 hours of becoming aware.

29.2 The Tenant agrees to carry out tests from time to time to ensure the smoke detector is in working order. If a smoke detector appears to be faulty or does not make the required sound when tested, the Tenant must immediately notify the Agent and confirm such advice in writing on the same day.

29.3 The Tenant acknowledges and agrees that it must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, the Tenant must change the battery and notify the Agent and confirm such advice in writing on the same day if any problem persists.

30 Swimming Pool/Spa

30.1 This **clause 30** applies if there is a swimming pool, spa or variation thereof at the Premises.

30.2 The Tenant hereby agrees:
(a) to maintain the swimming pool/spa by using the equipment provided;
(b) to purchase at their own cost, the required chemicals to maintain the swimming pool/spa;
(c) to maintain the swimming pool/spa equipment provided in the condition in which it was received at the beginning of the tenancy;
(d) to ensure the swimming pool/spa area and surrounds are kept clear of obstacles, that the gate providing access to the swimming pool/spa/spa area is never propped open and that all children are under adult supervision at all times; and
(e) to inform the Agent in writing immediately should the safety barrier on the swimming pool/spa/spa area require maintenance or become unsafe.

30.3 The Tenant acknowledges and agrees that if **clause 30.2** is not complied with, the Agent may serve a notice of breach on the Tenant and the necessary notices thereafter if the Tenant fails to remedy the breach.

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31 Locks & Keys

31.1 The Tenant is permitted to change the locks including the barrels in all locks at the Premises, on the condition that the Tenant provides duplicate keys to the Agent within 24 hours of changing the locks.

31.2 The Tenant is permitted to change the code of an alarm at the Premises, on the condition that the Tenant notifies the Agent in writing within 24 hours of the changed alarm code.

31.3 The Landlord and Tenant agree that the Agent is not legally obligated to hold or provide a duplicate key to the Premises. The Agent may request a copy of keys be provided at any time and the Tenant is required to provide the key with a copy of a receipt for reimbursement.

31.4 The Tenant acknowledges that it is responsible for the replacement of any lost keys, the provision of additional keys and any locksmith charges where keys are lost or mislaid.

31.5 The Tenant acknowledges that whilst all due care has been taken by the Landlord and the Agent to ensure that all keys held by previous occupiers of the Premises have been returned, to ensure total security it is the Landlord's recommendation that the barrels to locks are changed by the Tenant.

32 Blockages Caused by Misuse

32.1 The Tenant must not flush anything into the drainage, septic, sewerage or storm water systems that may cause a blockage. The Tenant shall pay the cost of clearing any pipe, drain toilet or sewage blockages belonging to the Premises caused by misuse by the Tenant or their visitors.

33 Payment of Rental

3.2 All rental payments are to be made on time and in full in the manner specified in **Item 7** in the Schedule or otherwise instructed by the Agent in writing. No part payments will be accepted. The Tenant acknowledges and agrees that payments made by cheque or money order (aside from the first month's rent and Bond) are subject to a **$16.50** processing fee (inclusive of GST).

33.1 The Tenant acknowledges and agrees that the Agent will pay all rental payments including any rental payment which is in advance to the Landlord immediately after funds have cleared.

33.2 Any costs incurred by the Landlord or Agent to retrieve rental arrears shall be reimbursed by the Tenant. This includes charges of **$27.50** should a cheque or direct debit dishonour up to three times. Beyond three times **$55.00** will be charged (inclusive of GST).

34 Assignment, Sub-letting and Short Stay Accommodation

34.1 The Tenant acknowledges that the persons named on this Agreement are those who will occupy the Premises during the term of the Agreement. Any change in occupant must be immediately notified to the Agent in writing in accordance with **clause 34.2**.

34.2 The Tenant acknowledges that a request of transfer of lease must be given to the Agent in writing and will be subject to Landlord approval. If approved, the Tenant agrees to reimburse the Landlord for the costs and charges incurred in relation to the preparation of a written assignment of the Tenancy Agreement. The costs are **$165.00** (inclusive of GST) plus any Tenant check fees (**$22.00** per new Tenant), such fees are subject to change. A prospective tenant must not move in or occupy the Premises without completing and submitting an application to the Agent for approval by the Landlord.

34.3 For the purposes of **clause 34.2** to apply, at least one named Tenant from the original Agreement must remain in occupation. If no original named Tenant is to remain, all Tenants must vacate. If this occurs during a fixed term, a lease break will occur.

34.4 The Tenant must not grant a licence or part with occupation of the Premises, or a part of the Premises, to provide residential accommodation for a fee or other benefit, without, in each instance, obtaining the Landlord's prior written consent, which, if given, may be subject to reasonable conditions.

34.5 The Tenant's obligation to comply with section 64(2) of the Act, applies despite any consent given by the Landlord under this **clause 34**.

34.6 The Tenant agrees that it will not act as a "Host" and advertise part or all of the property to be available for a guest to short term stay or use as holiday accommodation (including but not limited to AirBnB).

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35 Fixed Term Lease Break

35.1 In the event that the Tenant wishes to vacate the Premises prior to the Termination Date as specified in **Item 9** in the Schedule, the Tenant must supply a written notice of intention to break lease or vacate to the Agent (not an SMS message).

35.2 The Tenant will be liable for and agrees to pay the following fees and charges as applicable:
(a) any advertising costs incurred including an internet marketing cost of **$275.00** (inclusive of GST);
(b) a break lease fee of **2.5 Weeks' Rental** (inclusive of GST);
(c) a 'For Lease' board to be erected at a cost of **$99.00** (inclusive of GST);
(d) Residential Tenancy Database checks on each applicant at a cost of $22 per applicant (inclusive of GST);
(e) all rent due from the time of vacating to the expiration of the fixed term lease OR until such time a replacement tenant's lease begins.
(f) All advertising amounts including internet, boards and database checks are subject to change and will be advised at the time of the lease break.

35.3 The Tenant agrees to continue to pay rent in accordance with the lease to the expiration of the fixed term lease OR until such time a replacement Tenant commences its Lease (whichever comes first), and agrees to pay any shortfall due to the property being re-leased at a lower rate. The Landlord agrees to mitigate the Tenant's loss by taking reasonable steps to relet the Premises.

36 Rent Increase

36.1 In accordance with the provisions of Section 44 of the Act, the Landlord may from time to time and at any time, other than within the terms specified in the Schedule as the fixed term, increase the rent by giving the Tenant at least **60** days' notice of the increase.

37 Advertising Boards and Access To The Premises

37.1 The Tenant shall allow the Agent to put on the Premises a notice or notices 'To Let' or 'For Lease' during the last month of the term of this Agreement.

37.2 The Tenant shall also allow the Agent to put on the Premises a notice or notices 'For Sale' or 'Auction' at any time during the Term of this Agreement and permit access to the Premises by the Agent to present the Premises to prospective purchasers or tenants upon 24 hours' notice or by Agreement with the Tenant.

38 Owners Corporation Rules (Where Applicable)

38.1 If there is an owners corporation for the Premises ("Owners Corporation"), the Landlord agrees to attach a copy of the current rules of the Owners Corporation to this Agreement.

38.2 If **clause 38.1** applies, the Tenant agrees to observe and be bound by the rules of the Owners Corporation and any rules amending or superseding them (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the Premises and the common property provided that the Tenant shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the Landlord. The Standard Rules of the *Subdivision (Body Corporate) Regulations 2001*, as amended, apply to all bodies corporate.

38.3 If **clause 38.1** applies, the Tenant shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.

39 Condensation and Mould

39.1 The Tenant must regularly ventilate the Premises including but not limited to keeping the exhaust fan on in all bathrooms and toilets, windows open in the kitchen when cooking, opening windows and doors to allow regular air flow and clean any condensation or mould from windows, window sills, ceilings and within reason keep the blinds up whenever possible to avoid condensation.

39.2 The tenant further agrees to keep the bathroom door open and the exhaust fan on where possible and not allow steam to build up. Mould on the ceiling and walls can be easily wiped off with an anti-mould solutions which can be purchased at the supermarket.

39.3 The Tenant acknowledges that any damage to the property caused by a failure to comply with this **clause 39** must be rectified professionally at the Tenant's expense.

40 Pot Plants and Furniture Placement

40.1 The Tenant must not place pot plants on any flooring within or outside the Premises without appropriate protection to avoid damage and staining to surfaces.

40.2 The Tenant agrees to insert appropriate protection underneath any furniture to ensure the floors of the Premises (inside and outside) are not damaged.

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40.3 The Tenant hereby agrees that any damaged caused to any flooring due to the Tenants failing to adhere to this **clause 40**, will be rectified professionally at the Tenant's expense.

41 Smoking

41.1 The Tenant must not smoke inside the Premises. The Tenant may smoke in uncovered areas outside the Premises. The Tenant must place all cigarette waste in the appropriate receptacle.

41.2 If the Tenant has not complied with **clause 41.1**, in particular the Tenant has been smoking inside, the Tenant will be required to wash down walls, curtains and/or drapes to remove the remains of smoke or repaint walls, replace the curtains and drapes.

VACATING

42 Redirection of Mail and Disconnection of Services

42.1 At the end of the tenancy, the Tenant is solely responsible for disconnecting any utilities or services connected, as well as redirecting their mail. The Tenant shall reimburse the Landlord for any cost incurred by the Landlord due to the Tenant failing to adhere to this **clause 42**.

43 Notice To Vacate

43.1 If the Tenant wishes to vacate the Premises at the expiration of this Agreement, it must give the Agent written notice of the Tenant's intention to vacate at least 28 days prior to the expiration of the Agreement. An SMS message is NOT acceptable.

43.2 If the Tenant remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the Tenant must give written notice of the Tenant's intention to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Tenant gives notice.

43.3 Notice under this **clause 43** must be provided to the Agent. If notice is provided by email it must be delivered by each named Tenant listed on this Agreement. The 28 days to vacate will not be taken into account until the last named Tenant's email or notice is received.

44 Expiry of Fixed Term Agreement

44.1 If the Tenant remains in occupation of the Premises after the Termination Date of this Agreement and does not enter into a new fixed term Lease Agreement, the Agreement will revert to a periodic tenancy. The Tenant acknowledges that 28 days' notice to vacate is still required and must be provided to the Agent and in accordance with **clause 43.**

44.2 The Tenant acknowledges the right of the Landlord under the Act to issue a notice that will terminate the tenancy at the end of this fixed term Agreement.

45 Keys

45.1 The Tenant must return all keys, security swipe passes/fobs and remote controls to the Agent's usual address. The Tenant's obligation to pay rent continues until such time that all the keys, security swipes/fobs are returned to the Agent.

46 Cleaning Premises Upon Vacating

46.1 The Tenant must:
(a) remove all possessions including but not limited to furniture, motor vehicles, equipment and rubbish from the Premises; and
(b) undertake a full clean of the Premises as in accordance with the any instructions provided by the Agent. If the Tenant is not able to undertake the full clean, they must immediately advise the Agent to arrange a professional cleaner to undertake the full clean. The cost of such cleaner will be payable by the Tenant.

46.2 The Tenant agrees to professionally steam clean all carpeted areas (if applicable) within the Premises at the termination of the tenancy and provide a receipt to the Agent for such activities upon vacating.

46.3 If the Tenant kept a pet at the Premises in accordance with **clause 25.1**, in addition to the foregoing upon vacating the Premises the Tenant must also:
(a) ensure all pet droppings are cleaned from the yard of the Premises; and
(b) have the Premises professionally fumigated and provide a receipt for such to the Agent. The fumigation is essential as fleas lie dormant until a property is re-occupied.

47 Bond Lodgement and Refund

47.1 The bond has been deposited in accordance with the requirements of the Act and RTBA. The Tenant acknowledges that the refund of the bond at the end of the tenancy can only be achieved by executing and lodging a Bond Claim form through the Agent with the RTBA.

INFORMATION ONLY

47.2 The Tenant acknowledges that pursuant to Section 428 of the Act, it shall not refuse to pay rent on the grounds that it intends to regard the bond or any part of the bond as rent paid by the Tenant. The Tenant acknowledges that failure to abide by this Section renders the Tenant liable to a penalty.

GENERAL / MISCELLANEOUS

48 General

48.1 The Tenant shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.

48.2 The Tenant acknowledges that no promises, representations, warranties or undertakings have been given by the Landlord or Agent in relation to the suitability of the Premises for the Tenant's purposes or in respect of the furnishings, fittings or appurtenances of the Premises otherwise than as provided herein.

48.3 No consent or waiver of any breach by the Tenant of the Tenant's obligations under the Act shall prevent the Landlord from subsequently enforcing any of the provision of the Agreement.

48.4 The Tenant acknowledges that any breach and compensation claim as a result of any breach may be listed to the National Tenancy Database and/or Equifax (if a VCAT order has been obtained) for the total amount declared by the Tribunal.

48.5 This Agreement may be amended only by an Agreement in writing signed by the Landlord and the Tenant.

49 Consent to Electronic Service of Documents

49.1 Express consent

(a) The tenant/s, **Ryan Tavanlar & Keizia Gonzales**, consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at this email address: **ryantavanlar01@gmail.com**.

(b) The landlord/s, **Nicholas Priest**, consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at this email address: **thomastown@rataandco.com.au**.

49.2 Inferred consent: If the tenant or the landlord (as the case may be) has not consented to electronic service under clause 49.1, the tenant or the landlord must not infer consent to electronic service from the receipt or response to emails or other electronic communications.

49.3 Change of electronic address: The tenant or the landlord must immediately give notice in writing to the other party if the email address for electronic service under clause 49.1 changes.

49.4 Withdrawal of consent:

(a) The tenant or the landlord may withdraw their consent under clause 49.1 to electronic service of notices and other documents only by giving notice in writing to the other party.

(b) Following giving of notice under 49.4(a), no further notices or other documents are to be served by electronic communication.

SIGNED by the Landlord: _____

Nicholas Priest

in the presence of: _____ (Witness)

SIGNED by the Tenant(s): _____ _____

Ryan Tavanlar & Keizia Gonzales

in the presence of: _____ (Witness)

The TENANT(s) hereby acknowledges having received a copy of Rights and Duties, two copies of the Condition Report and a copy of this Tenancy Agreement in accordance with the provisions of the Residential Tenancies Act 1997.

SIGNED by the Tenant(s): _____ _____

INFORMATION ONLY

Ryan Tavanlar & Keizia Gonzales

INFORMATION ONLY

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 24 March 2022 04:25 PM

PROPERTY DETAILS

Address:	**6 WISEMAN WALK WOLLERT 3750**	
Lot and Plan Number:	**Lot 1343 PS735109**	
Standard Parcel Identifier (SPI):	**1343\PS735109**	
Local Government Area (Council):	**WHITTLESEA**	www.whittlesea.vic.gov.au
Council Property Number:	**1003789**	
Planning Scheme:	**Whittlesea**	Planning Scheme - Whittlesea
Directory Reference:	**Melway 181 J1**	

UTILITIES

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

STATE ELECTORATES

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

OTHER

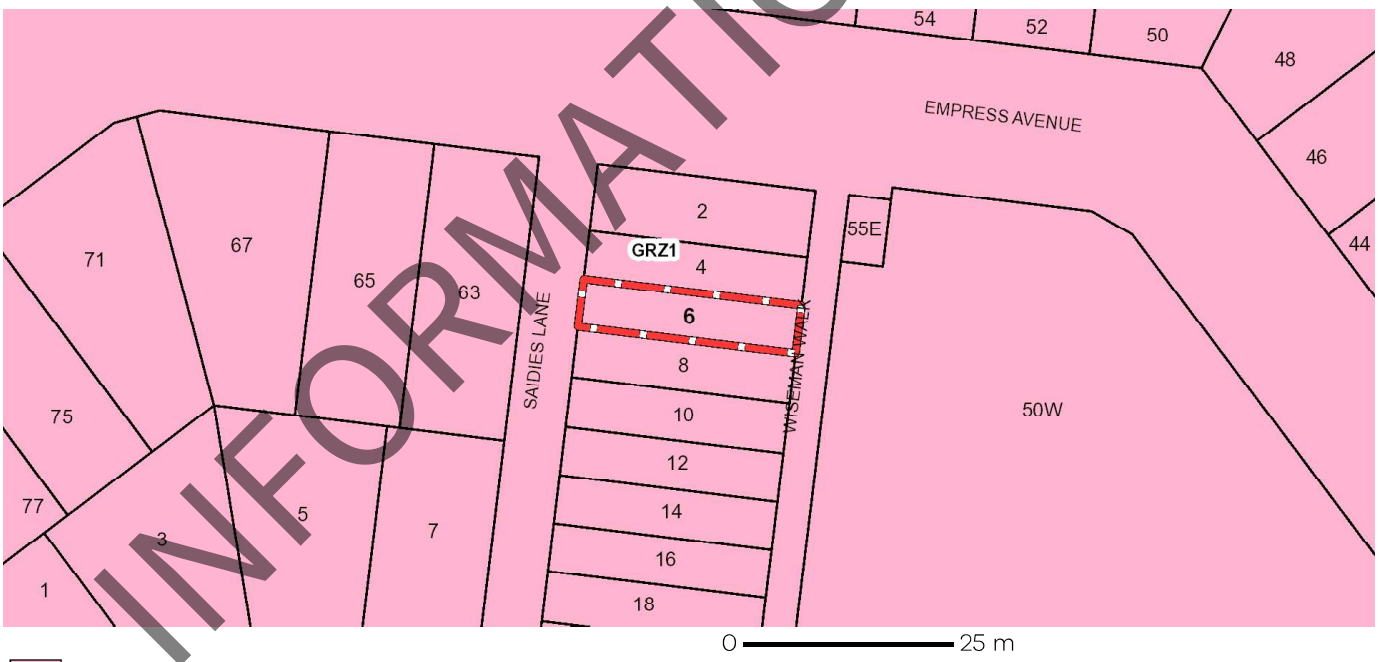
Registered Aboriginal Party:	**Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



GRZ - General Residential

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

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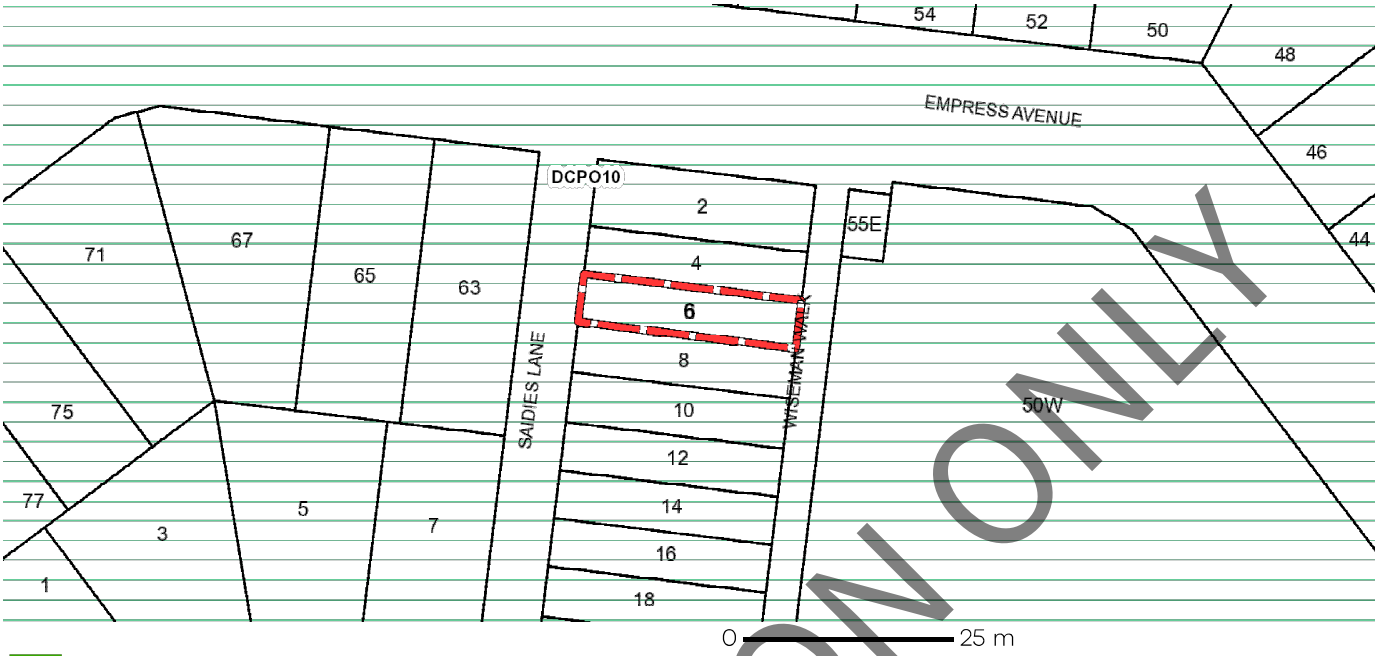
PLANNING PROPERTY REPORT

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 10 (DCPO10)

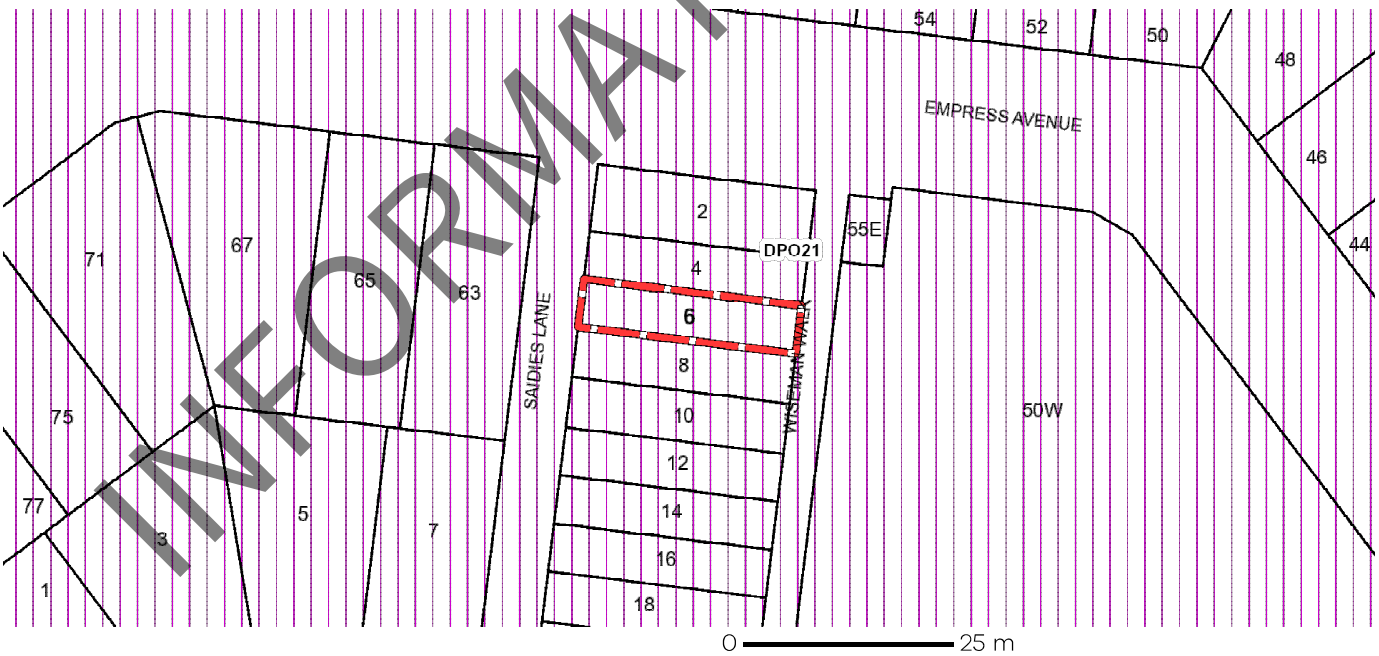


DCPO - Development Contributions Plan

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

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 21 (DPO21)



DPO - Development Plan

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

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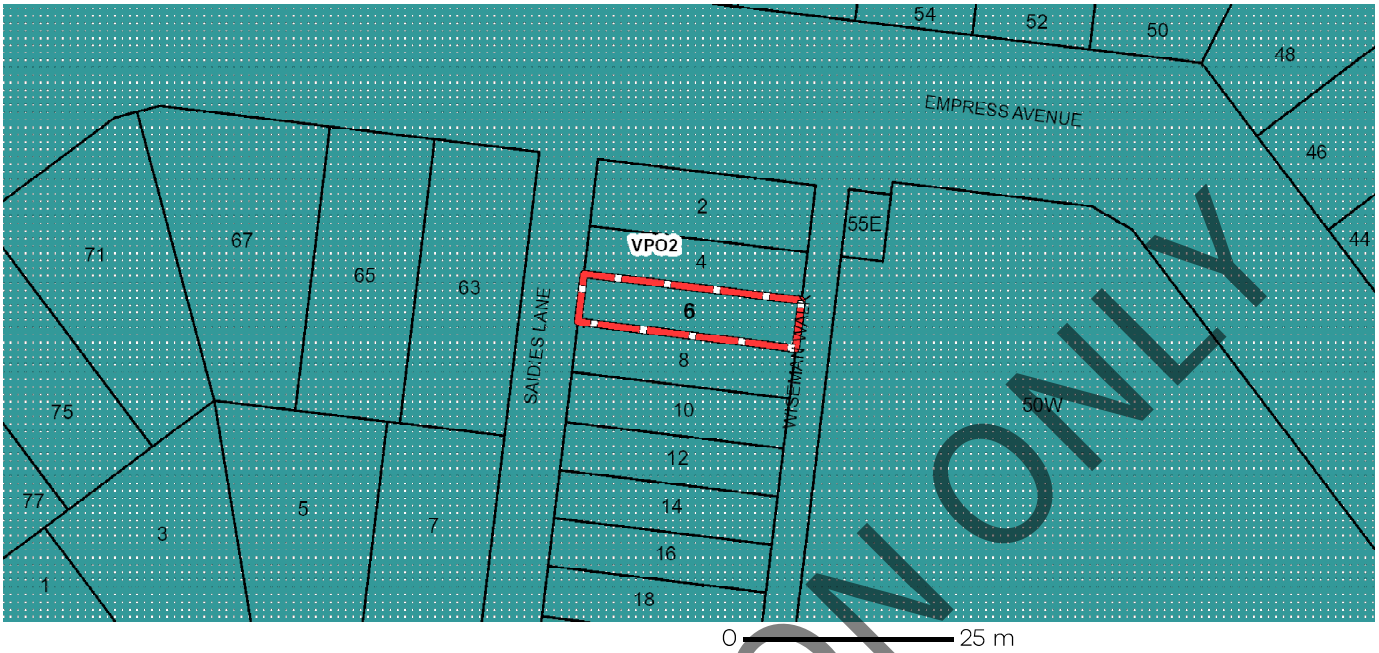
PLANNING PROPERTY REPORT

Planning Overlays

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 2 (VPO2)



VPO - Vegetation Protection

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

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PLANNING PROPERTY REPORT

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

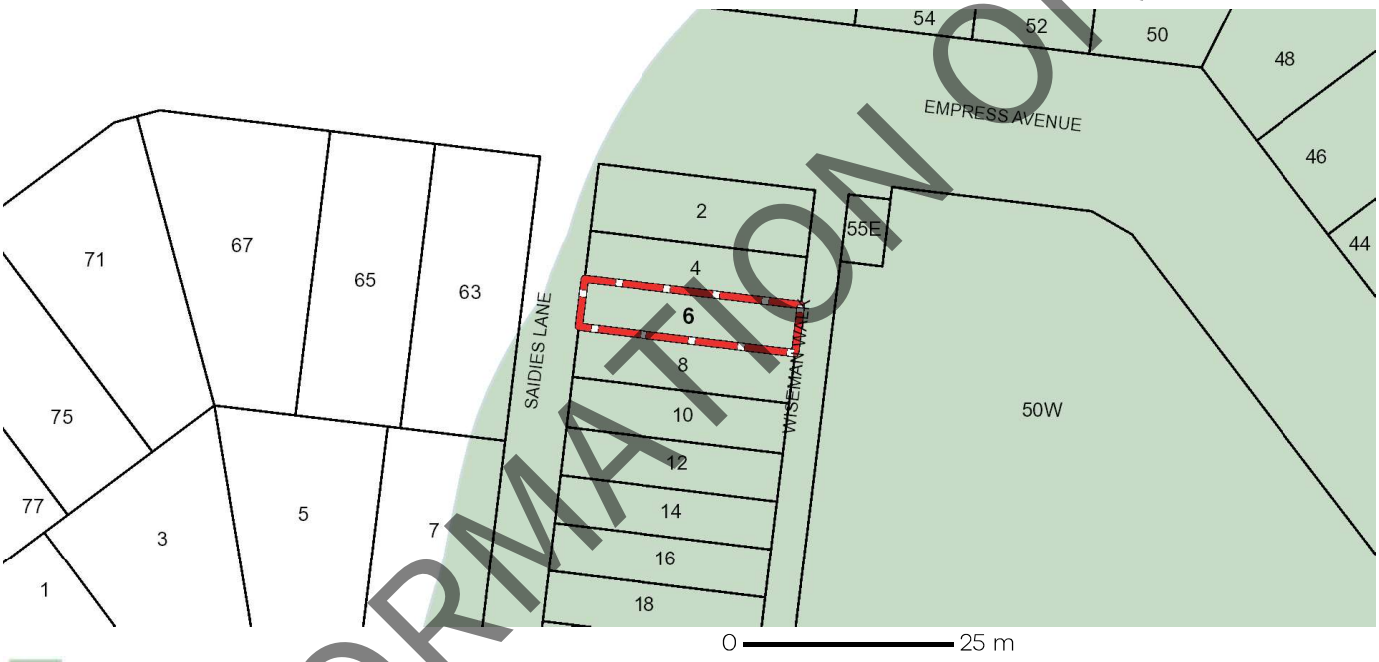
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



Aboriginal Cultural Heritage

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Further Planning Information

Planning scheme data last updated on 17 March 2022.

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

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

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

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

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

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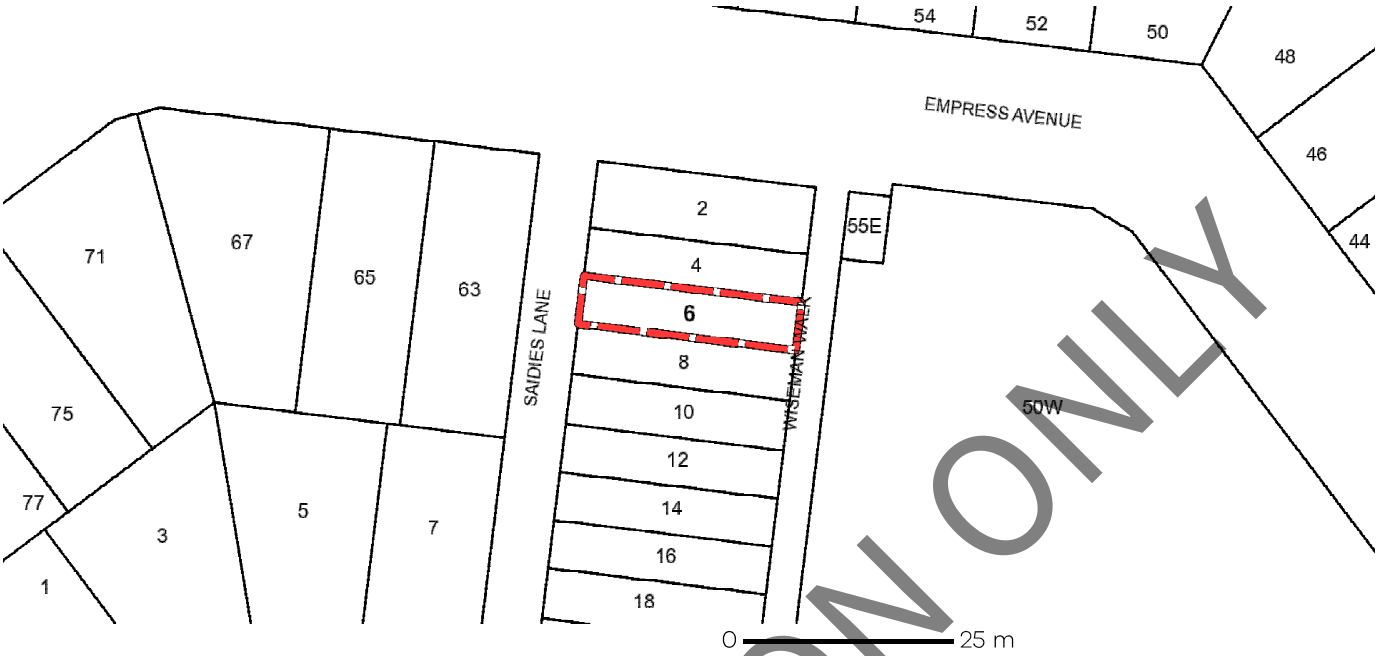
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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



Designated Bushfire Prone Areas

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at https://mapshare.maps.vic.gov.au/vicplan or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website https://www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from http://www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit https://www.planning.vic.gov.au

Native Vegetation

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

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

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

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DATED 2022

NICHOLAS ALEXANDER PRIEST

CONTRACT OF SALE OF REAL ESTATE

Property: 6 WISEMAN WALK, Wollert 3750

INFORMATION ONLY

MELBOURNE REAL ESTATE CONVEYANCING PTY LTD

Licensed Conveyancer

954 High Street Reservoir Vic 3073

Tel: 9464 6732

Ref: JK:22/1572JK