

Contract of sale of land

Property:

25 French Street, Thomastown VIC 3074

provey

Provey Conveyancing ABN 62 631 516 738
Conveyancing licence no. 001349L

Level 21 North Tower 459 Collins St
Melbourne VIC 3000

+61 3 8609 1200 contact@provey.com.au
provey.com.au

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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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

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Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/...../2024

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

State nature of authority, if applicable:

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

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../2024

Print names(s) of person(s) signing: **Easterbrook Asset Holdings Pty Ltd ACN 605904050 and Dive Time (Aust) Pty Ltd ACN 623428446 ATF Paul and Susan Chesterman Family Trust**

State nature of authority, if applicable: Director/s:

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

Table of contents

Particulars of sale

Special conditions (if any)

General conditions:

- 1 Electronic signature
- 2 Liability of signatory
- 3 Guarantee
- 4 Nominee
- 5 Encumbrances
- 6 Vendor warranties
- 7 Identity of the land
- 8 Services
- 9 Consents
- 10 Transfer & duty
- 11 Release of security interest
- 12 Builder warranty insurance
- 13 General law land
- 14 Deposit
- 15 Deposit bond
- 16 Bank guarantee
- 17 Settlement
- 18 Electronic settlement
- 19 GST
- 20 Loan
- 21 Building report
- 22 Pest report
- 23 Adjustments
- 24 Foreign resident capital gains withholding
- 25 GST withholding
- 26 Time & co-operation
- 27 Service
- 28 Notices
- 29 Inspection
- 30 Terms contract
- 31 Loss or damage before settlement
- 32 Breach
- 33 Interest
- 34 Default notice
- 35 Default not remedied

Particulars of Sale

Vendor's estate agent

Name: Harcourts Rata & Co - Thomastown
Address: 219 High Street, Thomastown VIC 3074
Email: sold@rataandco.com.au
Tel: 03 9465 7766 Mob: Fax: Ref:

Vendor

Name: Easterbrook Asset Holdings Pty Ltd ACN 605904050 and;
Dive Time (Aust) Pty Ltd ACN 623428446 ATF Paul and Susan Chesterman Family Trust
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Provey Conveyancing
Address: Level 21 (Nth Tower), 459 Collins Street, Melbourne VIC 3000
GPO Box 1685, Melbourne VIC 3001
Email: priscilla@provey.com.au Mob: 0485 878 922
Tel: +61 3 8609 1200 Ref: 1750653

Purchaser's estate agent

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

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 08930 Folio 978	70	PS 013477

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

The land includes all improvements and fixtures unless otherwise stated or inferred.

Property address

The address of the land is: 25 French Street, Thomastown VIC 3074

Goods sold with the land (general condition 6.3(f)) *(list or attach schedule)*

All fixed floor coverings, light fittings, window furnishings and all other fixtures and fittings of a permanent nature

Payment

Price \$

Deposit \$ by (of which has been paid)

Balance \$ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

Subject to general condition 19.2 and special condition 8, the price includes GST (if any), unless the next box is checked

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: no more than Approval date:

Building report

- General condition 21 applies only if the box is checked

Pest report

- General condition 22 applies only if the box is checked

INFORMATION ONLY

Special Conditions

Special condition 1 – Auction

1.1 If the property is sold by way of auction then:

- (a) The rules for the conduct of the auction shall be as set out in the Schedules to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those rules.
- (b) The Property is offered for sale by public auction, subject to the vendor's reserve price.
- (c) The bidding must be at a lump sum for the property sold. Subject to this contract and to the vendor's reserve price, the person making the highest bid which is accepted by the auctioneer by the fall of the hammer is the purchaser. If any dispute arises over any bid the auctioneer may decide:
 - (i) who was the last bidder; or
 - (ii) to submit the property at some former bidding.
- (d) No person may retract a bid or advance a lesser sum than the amount named by the auctioneer and the vendor may refuse any bid or withdraw the property from sale.

1.2 Payment of deposit

The person making the highest bid which is accepted by the auctioneer must immediately upon acceptance pay the deposit to the vendor's agent and sign this contract. If ten (10) minutes after acceptance the highest bidder has not paid the deposit and signed this contract the vendor may at any time sell the property to any other person either by auction, private treaty or any other means the purchaser will have no rights against the vendor, the vendor's agent or the auctioneer.

Special condition 2 – Entire agreement

2.1 Acknowledgment

The purchaser acknowledges and agrees that:

- (a) this contract of sale is the sole repository of the agreement between the parties;
- (b) there are no terms, conditions, representations or warranties relating to the sale of the land which have been relied upon by the purchaser in entering into this contract of sale except those included in this contract of sale;
- (c) the purchaser has not relied on any information in any brochure, investment report, information, memorandum, sales material or advertisement about the Land relating to:
 - (i) its area or measurements;
 - (ii) any description of any improvements, chattels, fixtures or fittings on the land,
- (d) the purchaser has relied on its own inspection and inquiries in purchasing the land, fixtures, fittings and goods sold with the land;
- (e) the purchaser has purchased the property in its present condition and state of repair with all existing patent and latent defects, infestations, contamination and dilapidation;
- (f) the purchaser agrees to the vendor not removing any items situated on the garden or land nor is the vendor required to attend to any gardening works of whatsoever nature on the property prior to settlement;
- (g) general conditions 9, 12, 13, 19.1, 23.2(b), 23.2(c), 31.3, 31.4 and 31.5 do not apply.

2.2 No warranties

The vendor and the agents of the vendor have not made any representation or given any warranty:

- (a) about the condition or quality of the Installations, the property or the services connected or available to it;
- (b) that the property is suitable for any purpose which the purchaser may have indicated as its intention to pursue;
- (c) that any permit of any nature has been obtained or is available from any relevant authority;
- (d) that any other land is available for acquisition (unless otherwise indicated in this contract of sale);
- (e) about the merchantability, quality or fitness for any purpose of the property;
- (f) that the property is free from defects, infestations, contamination or dilapidation;
- (g) that the property will be free from defects, infestations, contamination or dilapidation;
- (h) whether development of any description may be carried out on the property; or
- (i) whether the improvements have been built or placed on the land in accordance with each approval required by law or currently comply with any law affecting such improvement.

2.3 No compensation

The purchaser must not seek compensation due to any building on the land not complying with the *Building Act 1993*, the *Building Regulations 2006*, the *Building Code of Australia* or any other statutes, regulations, rules or local laws or because of their state of repair and condition and general condition 28.1 does not apply if it relates to a building.

Special condition 3 – Waiver

3.1 An express or implied waiver of a breach of any obligation, provision or condition of this contract of sale does not operate as a waiver of any other breach of the same or any obligation, provision or condition of this contract of sale.

Special condition 4 – Stamp duty - purchasers buying unequal interests

- 4.1 More than one purchaser
- If there is more than one purchaser, it is the purchasers' responsibility to ensure that the contract of sale correctly records at the date of sale the proportions in which they are buying the property ("the proportions").
- 4.2 purchaser's responsibility
- If the proportions recorded in the transfer of land differ from those recorded in the contract of sale, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 4.3 Indemnity
- The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer differing from those in the contract of sale.

Special condition 5 – FIRB

- 5.1 The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) do not require the purchaser to obtain consent to enter this contract of sale or if there is a requirement to obtain consent, the purchaser has already received consent and been approved to purchase the property.
- 5.2 If there is a breach of the warrant contained in this clause the purchaser must compensate indemnify and keep indemnified the vendor for any loss, damage or cost the vendor incurs as a result of the breach.

Special condition 6 – Delivery of statement of adjustments

- 6.1 The purchaser agrees to deliver to the vendor or vendor's legal practitioner's office a statement of adjustments together with copies of all certificates and other information used to calculate the adjustments under general condition 23 at least 5 business days prior to settlement. Should the purchaser default in providing the statement of adjustments as required under this special condition, the purchaser must pay the vendor's reasonable costs \$220.00.

Special condition 7 – Default

- 7.1 If the purchaser default in payment of the whole or part of the purchase money the purchaser must pay upon demand:
- (a) all reasonable expenses incurred by the vendor as a result of the breach;
 - (b) the purchaser agrees that the reasonable costs of each and every default is \$990.00 for each and every default. The exercise of the vendor's right hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under this contract of sale or otherwise.
- 7.2 The purchaser agrees to not seek a variation of the contract of sale or variation or extension of any due date under the contract of sale. In the event of the purchaser's breach of this special condition and for the purposes of section 42(3)(a) of the *Property Law Act 1958* the purchaser agrees to pay the vendor's costs and expenses including but not limited to:
- (a) rescheduling settlement at \$220.00 for each change to the settlement time;
 - (b) variation or extension to the settlement date at \$330.00 for each change.
- 7.3 The parties acknowledge that in the event that the purchaser fails to complete the purchase of the property on the due date under the contract the vendor will suffer loss and damages. The purchaser will in addition to interest chargeable on the balance of purchase moneys outstanding under the contract pay to the vendor the following sums:
- (a) the cost of obtaining bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance;
 - (b) interest payable by the Vendor under any existing mortgage over the property calculated from the due date of settlement;
 - (c) accommodation expenses necessarily incurred by the vendor;
 - (d) storage cost of the vendor's furniture and other possessions;
 - (e) legal costs and expenses as between solicitor and client;
 - (f) penalties payable by the vendor through any delay in completion of the vendor's purchase of another property;

Special condition 8 – Guarantee and indemnity

- 8.1 Delivery of guarantee and indemnity
- If the purchaser is or includes a corporation (other than a corporation whose shares are listed on a recognised Australian public securities exchange or a subsidiary of one), the purchaser must deliver to the vendor a guarantee and indemnity in the form annexed to this contract on the day of sale:
- (a) duly completed and executed by every director of the purchaser; or
 - (b) if the purchaser is a wholly owned subsidiary of a corporation whose shares are listed on a recognised Australian public securities exchange or a subsidiary of one, duly completed and executed by that listed corporation.
- 8.2 Consequences of non-compliance
- If the purchaser does not comply with special condition 8.1, the vendor may immediately rescind this contract by notice in writing to the purchaser and retain the Deposit.

Special condition 9 – GST

- 9.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any) unless:

- (a) the purchaser is required to under general condition 19.2; or
- (b) the purchaser is not being eligible for an input tax credit and notwithstanding the particulars of sale specifying:
 - (i) the price as including GST,
 - (ii) the supply as being a 'going concern', or
 - (iii) the supply as being of land on which a 'farming business' is carried on;in the event of the supply not being GST-free, then the purchaser must pay GST in addition to the price.

9.2 The purchaser acknowledges that any nomination of a substitute or an additional person take the transfer of the land is subject to the vendor's consent (in its absolute discretion) and for the nominated purchaser to agree for GST to be treated in the same manner as provided for under this contract between the vendor and the purchaser. The parties agree that the purchaser's right to nominate under the common law does not apply.

Special condition 10 – Land tax and windfall gains tax

10.1 If the day of sale is a date on or after 1 January 2024, a requirement under general condition 23.1 to apportion periodic outgoings excludes the requirement to apportion land tax. The vendor is still required to pay any outstanding land tax or windfall gains tax at settlement (notwithstanding that it may not yet be due).

Special condition 11 – Holiday closure

11.1 The vendor's legal practitioner's office will be closed from 25 December 2023 to 8 January 2024 (inclusive) (**Closure Period**) and reopening on Tuesday 9 January 2024. In the event of the due date for settlement being a date during the Closure Period, the parties agree for settlement to be extended to 9 January 2024.

Special Conditions - Notes

These special conditions have been prepared by Provey Conveyancing. Minor amendments and additions can be requested through the agent listed in the particulars of sale.

Requests for major amendments or for any other queries, please visit: provey.com.au/special-conditions.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or

- (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and 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. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

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

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

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

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

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

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

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

19.7 In this general condition:

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

20. LOAN

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

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

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

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

21. BUILDING REPORT

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

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

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

22. PEST REPORT

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

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

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

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

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

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

23. ADJUSTMENTS

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

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

24.5 The purchaser must:

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

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

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
- (b) promptly provide the vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

- (a) the settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.

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

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

25. GST WITHHOLDING

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

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

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

25.6 The purchaser must:

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

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

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

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

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

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

25.11 The vendor warrants that:

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

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

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

Guarantee and Indemnity

I/We, of

and..... of

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

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

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

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

this day of 20

SIGNED by the said)

)

Print Name:

)

.....
Guarantor (Sign)

.....
Guarantor (Sign)

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	25 FRENCH STREET, THOMASTOWN VIC 3074
-------------	---------------------------------------

Vendor's name	Easterbrook Asset Holdings Pty Ltd ACN 605904050	Date	/ /
Vendor's signature	_____		
Vendor's signature	_____	Date	/ /
Vendor's name	Dive Time (Aust) Pty Ltd ACN 623428446 ATF Paul and Susan Chesterman Family Trust	Date	/ /
Vendor's signature	_____		

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

1. FINANCIAL MATTERS

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

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

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

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

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

The required specified information is as follows:

- | | |
|-----------------------------------|--|
| (a) Name of planning scheme | Whittlesea Planning Scheme |
| (b) Name of responsible authority | Whittlesea City Council |
| (c) Zoning of the land | RGZ - Residential Growth Zone |
| (d) Name of planning overlay | Development Contributions Plan Overlay |

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Are contained in the attached certificates and/or statements

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Are contained in the attached certificate

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the

Subdivision Act 1988.

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

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 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.)

Is attached

13. ATTACHMENTS

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

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

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

Please refer to attachments

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 08930 FOLIO 978

Security no : 124112339074P
Produced 02/02/2024 11:40 AM

LAND DESCRIPTION

Lot 70 on Plan of Subdivision 013477.
PARENT TITLE Volume 08416 Folio 288
Created by instrument E257736 17/12/1971

REGISTERED PROPRIETOR

Estate Fee Simple

TENANTS IN COMMON

As to 1 of a total of 2 equal undivided shares

Sole Proprietor

EASTERBROOK ASSET HOLDINGS PTY LTD of 38A CHURCH STREET BRIGHTON VIC 3186

As to 1 of a total of 2 equal undivided shares

Sole Proprietor

DIVE TIME AUST PTY LTD of 38A CHURCH STREET BRIGHTON VIC 3186

AQ787373F 03/03/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ787374D 03/03/2018
COMMONWEALTH BANK OF AUSTRALIA

COVENANT 2448748

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP013477 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: 25 FRENCH STREET THOMASTOWN VIC 3074

ADMINISTRATIVE NOTICES

NIL

eCT Control 15771K COMMONWEALTH BANK OF AUSTRALIA - CONSUMER
Effective from 03/03/2018

DOCUMENT END



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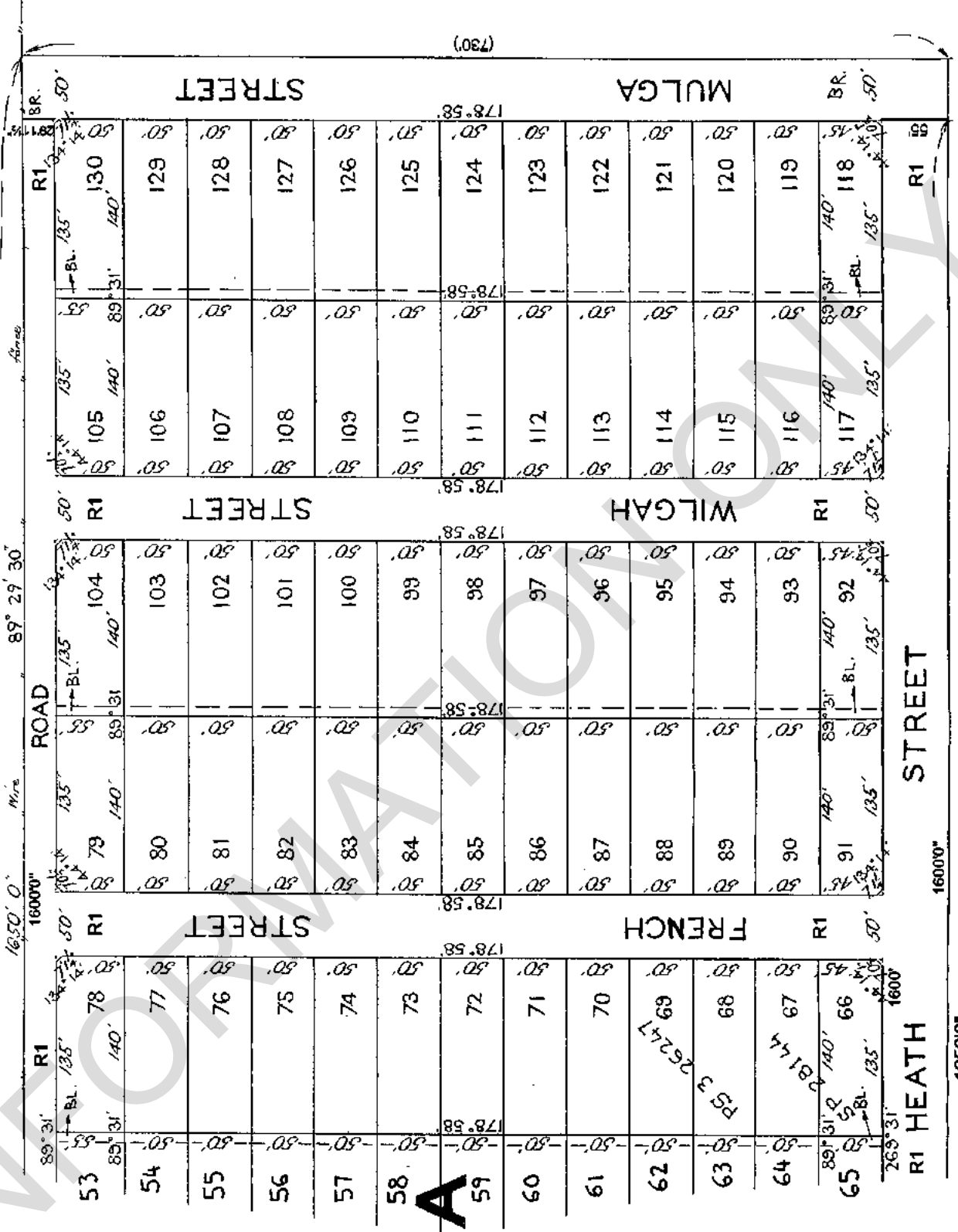
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LP 13477



SEE SHEET 1

2 SHEETS
SHEET 2



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PROUDFOOT & HORTON

2448748

FREEHOLD

VICTORIA

TRANSFER OF LAND

ATHLONE INVESTMENTS PROPRIETARY LIMITED (formerly MOONEE VALLEY

PROPRIETARY LIMITED) of 482 Bourke Street Melbourne being regis-

tered as the proprietor of an estate in fee simple in the land

hereinafter described subject to the encumbrances notified hereunder

IN CONSIDERATION of the sum of TWENTY THREE THOUSAND ONE HUNDRED

POUNDS paid to it by HENRY SCOTT the Elder Investor and HENRY

SCOTT the Younger Secretary both of 229 Collins Street Melbourne

DOTH HEREBY TRANSFER to the said Henry Scott the Elder and the

said Henry Scott the Younger as joint tenants ALL its estate

and interest in ALL THOSE pieces of land being Lots 1 to 130

(both inclusive) on Plan of Subdivision No. 13477 lodged in the

Office of Titles | Lots 1 to 133 (both inclusive) on Plan of

Subdivision No. 13478 lodged in the Office of Titles | Lots 1 to

177 (both inclusive) on Plan of Subdivision No. 13479 lodged in

the Office of Titles | Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12,

13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26,

30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46,

47, 48, ⁴⁹50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64,

65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81,

82, 83, 84, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98,

100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112,

113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125,

126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138,

139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151,

152 and 153 on Plan of Subdivision No. 13480 lodged in the Office

of Titles | Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16,

17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 34, 35,

36, 37, 38, 39, 41, 42, 44, 45, ⁴⁶47, 48, 49, 50, 51, 52, 53, 54, 55,

56, ⁵⁷58, 59, 60, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74,

75, 76, 77, 78, 79, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92,

93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107,

108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120,

121, 124, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 137,

138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150,

151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163,



164, 165, 166, 167, 168, 169, 170, 172, 173, 174, 175, and 176 on Plan of Subdivision No. 13481 lodged in the Office of Titles and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115 and 116 on Plan of Subdivision No. 13482 lodged in the Office of Titles being parts of Crown Portion 26 Parish of Keelbundora County of Bourke and being parts of the land more particularly described in Certificate of Title Volume 6617 Folio 1323253 AND the said Henry Scott the Elder and Henry Scott the Younger DO HEREBY for themselves their executors administrators and transferees registered proprietor or proprietors for the time being of the land hereby transferred or any part or parts thereof COVENANT with the said Athlone Investments Proprietary Limited its successors and transferees the registered proprietor or proprietors for the time being of the land now comprised in the said Certificate of Title that he she or they will not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed from any part of the land hereby transferred any earth clay stone gravel or soil except for the purpose of laying the foundations of any buildings to be erected thereon or use or allow the said land to be used for the manufacture or winning of bricks tiles or pottery-ware AND it is requested that this covenant shall be noted in and appear on every future Certificate of Title for the said land hereby transferred or any part or parts thereof as an encumbrance affecting the same.

DATED this 15th day of October One thousand nine hundred and fifty-one.

THE COMMON SEAL of ATHLONE INVESTMENTS PROPRIETARY LIMITED was hereto affixed by authority of the Directors in the presence of :-
 Director
 Director
 Secretary



2448748

2448748

SIGNED by the said HENRY SCOTT)
the Elder in Victoria in the
presence of :-

[Handwritten signature]

*J. Williamson
Clerk to the Court
Solicitor Melbourne*

SIGNED by the said HENRY SCOTT)
the Younger in Victoria in the
presence of :-

[Handwritten signature]

J. Williamson

ENCUMBRANCES REFERRED TO :

As to so much of the land hereby transferred as is colored blue on the said Plans of Subdivision - Any easements affecting the same. As to so much of the land hereby transferred as is colored blue and green respectively on the said Certificate of Title - The easements to the State Electricity Commission of Victoria created by Instruments Nos. 1309350 and 1210118 respectively in the Register Book.

INFORM

X

DATED

1951

ATHLONE INVESTMENTS PTY. LTD.

- to -

M. H. SCOTT & ANOR.

TRANSFER OF LAND

PROUDFOOT & HORTON,
Solicitors
87 Queen Street,
MELBOURNE.

I CERTIFY

that a Memorial of the within Instrument No. 2448748
was entered on the 19 OCT 1951
in the Register Book Vol. 6617 Vol. 253

S. Kennedy

Assistant Registrar of Titles

12

PLAN OF SUBDIVISION 77/682 No. _____

Prepared on Linen _____ Tracing _____
Drawing Paper _____

Field Notes _____

Solicitor GRAY + GRAY Lodged for Examination _____

Surveyor _____ Date of Plan _____

Fees _____ Checked _____

Certificate of Title Volume 2077 Folio 373 Noted on C/T _____
3600 856

Charted Chandragiri 130 1022 LP1264

Date of Consent of Council 11-2-57 Complies with Section 568

Consent of Council *[Signature]*

Plan 77/682 has been attached to Survey Paper Transfer R. I. No. A376317

MAY 1957

Consent of S.R.W.S. Commission _____

Lot Numbers may be accepted _____ Heading verified _____

Common Ownership verified _____ Street Names verified _____

R.M.'s. Placed _____ R.M.'s. P.M.'s. picked up _____

Plan Examined _____ Areas correct _____

Accords with Field Notes _____ Computing Book No. _____ Page _____

File in bag

INFORMATION ONLY

Instalment Notice

For the period 1 July 2023 to 30 June 2024

☎ NRS 133 677 (ask for (03) 9217 2170)

☎ Phone (03) 9217 2170

Email info@whittlesea.vic.gov.au



Easterbrook Asset Holdings Pty Ltd & Dive Time (Aust) Pty Ltd
38A Church Street
BRIGHTON VIC 3186


Issue Date 24/01/2024

Assessment Number

0131029



026
I011277
R2_3987



For emailed notices register at
whittlesea.enotices.com.au
Reference No: 6B6A66325Y

Property Details

25 French Street THOMASTOWN VIC 3074
LOT 70 LP 13477

AVPCC 110 Detached Dwelling

Valuation Details

These annual valuations are prepared by the State Government for rating and taxation purposes.

Site Value \$675,000

Capital Improved Value \$725,000

Net Annual Value \$36,250

Valuation operative date 01/07/2023

Level of value date 01/01/2023

Instalments

Amount payable by
28/02/2024

\$539.00

4th Instalment payable by
31/05/2024

\$539.00

Rates and Charges

Overdue amount	\$0.00
3rd instalment	\$539.00
Total payable by 28/02/2024	\$539.00

Payments received after 22 January 2024 may not be included on this notice



Scan here to pay



Where to pay

www.whittlesea.vic.gov.au



Billers Code: 5157

Ref: 0131029

BPAY™ this payment via internet or phone banking.
BPAY View™ - View and pay this bill using internet banking
BPAY View Registration No.: 0131029



Billpay Code: 0350

Ref: 1310294

Pay in person at any post office, phone 13 18 16 or go to postbillpay.com.au
Scan & pay this invoice with your iPhone, iPad or Android device. Download the Australia Post mobile app.



Phone 1300 301 185



Council Offices

Cash, Cheque or EFTPOS
Hours - 8.30am to 5.00 pm Mon. to Fri.
(except public holidays).



*350 1310294

PENSION REBATE

Ratepayers who hold a Pension Concession Card or certain cards issued by Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence. Application forms are available at whittlesea.vic.gov.au or by calling 9217 2170. Health care cards are not accepted.

RATE CAPPING

Council has complied with the Victorian Government's rate cap of 3.5%. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- the valuation of your property relative to the valuation of other properties in the municipality
- the application of any differential rate by Council
- the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

INTEREST ON LATE PAYMENTS

Rates and charges not paid on or before the relevant due date will be charged interest from the instalment dates. Interest will continue to accrue until the account is up to date. Penalty interest is charged at 10% per annum as provided in the *Penalty Interest Rates Act 1983*.

FINANCIAL HARDSHIP

If you are experiencing difficulties paying your rates because of financial hardship, you can submit an enquiry form for consideration under our Financial Hardship Policy. View the eligibility criteria and policy at whittlesea.vic.gov.au or you call us on 9217 2170.

FARM LAND AND SINGLE FARMING ENTERPRISE

For a property to be rated as 'farm land', an application form must be submitted to Council for review. Application forms are available at the Council Offices or at whittlesea.vic.gov.au.

You may also apply for a single farm enterprise exemption in accordance with section 9 of the *Fire Services Property Levy Act 2012*.

ARRANGEMENTS

If you are having difficulty making your rates payment you can apply for a payment plan at Whittlesea-pay.enotices.com.au using the enotices reference on the front of this notice. Alternatively you can contact us about an arrangement, deferral or payment plan by emailing arrangements@whittlesea.vic.gov.au

ALLOCATION OF PAYMENTS

All payments will be credited in the following order: Legal costs, interest charges, overdue rates and charges, current year rates and charges

CHANGE OF NAME/ADDRESS

It is the responsibility of the owner/s to immediately notify Council in writing of any changes of name and/or address for this property.

PRIVACY STATEMENT

The information on this notice is subject to the *Privacy and Data Protection Act 2014* and will be kept on record at Council. Please call 9217 2170 for further information on privacy matters.

COUNCIL OFFICES AND CONTACT INFORMATION

Civic Centre Office - 25 Ferres Boulevard, South Morang VIC 3752
Whittlesea Hub - 63 Church Street, Whittlesea Vic 3757

Locked Bag 1
BUNDOORA MDC VIC 3083

info@whittlesea.vic.gov.au
Phone (03) 9217 2170
National Relay Service: 133 677 (ask for 9217 2170)

Your quarterly bill



Emailed to: invoices@rataandco.com.au
DIVE TIME (AUST) PTY LTD
C/- HARCOURTS RATA & CO
38A CHURCH ST
BRIGHTON VIC 3186

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

Account number 31 3197 5992
Invoice number 3135 0535 20971
Issue date 30 Jan 2024
Tax Invoice Yarra Valley Water ABN 93 066 902 501

Amount due
\$184.98

Due date
20 Feb 2024

Summary

25 FRENCH ST, THOMASTOWN

Property Number **1224 149**, LP 13477

Product/Service

	Amount
Water Supply System Charge	\$20.04
Sewerage System Charge	\$114.46
Yarra Valley Water Total	\$134.50
Other Authority Charges	
Waterways and Drainage Charge on behalf of Melbourne Water	\$29.38
Parks Charge	\$21.10

TOTAL (GST does not apply) **\$184.98**

Payment summary

Last Account	\$130.03
Paid/Adjusted	-\$130.03
Balance	\$0.00
Total this Account	+\$184.98
Total Balance	\$184.98



Important note

Your bill includes the parks charge, which is now billed quarterly.
No water usage has been charged on this account.



How to pay



*3042 313505352097 1



Direct Debit

Sign up for Direct Debit at yvwm.com.au/directdebit or call **1300 304 688**.



EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name:
Yarra Valley Water
BSB: **033-885**
Account number: **313190528**



BPAY®

Bill code: **344366**
Ref: **313 1975 9926**



Centrepay

Arrange regular deductions from your Centrelink payments. Visit yvwm.com.au/paying CRN reference: **555 054 118T**



Credit card

Online: yvwm.com.au/paying
Phone: **1300 362 332**



Post Billpay®

Pay in person at any post office, by phone on **13 18 16** or at postbillpay.com.au
Bill code: **3042**
Ref: **3135 0535 20971**

DIVE TIME (AUST) PTY LTD

Account number	31 3197 5992
Invoice number	3135 0535 20971
Total due	\$184.98
Due date	20 Feb 2024
Amount paid	\$

Your usage detail

1kL = 1,000 litres

No water usage has been charged on this account.

Your *NAV is at a sufficiently low level to attract the current quarterly minimum parks charge of \$21.10.

*NAV = Net Annual Value of your property which is capped at 1990 levels.

Your charges explained

→ Water supply system charge

1 January 2024 - 31 March 2024

A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.

→ Sewerage system charge

1 January 2024 - 31 March 2024

A fixed cost for running, maintaining, and repairing the sewerage system.

→ Other authority charges

Waterways and drainage charge

1 January 2024 - 31 March 2024

Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc



Parks charge

1 January 2024 - 31 March 2024

Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit parks.vic.gov.au

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit yvw.com.au/financialhelp.

Contact us

 Enquiries	1300 304 688	For language assistance	
Faults and Emergencies	13 27 62 (24hr)	العربية	1300 914 361
 enquiry@yvw.com.au		廣東話	1300 921 362
 yvw.com.au		Ελληνικά	1300 931 364
 TTY Voice Calls	133 677	普通话	1300 927 363
 Speak and Listen	1300 555 727	For all other languages call our translation service on 03 9046 4173	

Next meter reading:

Between 30 Apr-7 May 2024

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

999964

APPLICANT'S NAME & ADDRESS

PROVEY LAWYERS CONVEYANCING SERVICES C/-
TRICONVEY (RESELLER) C/- LANDATA

MELBOURNE

VENDOR

EASTERBROOK ASSET HOLDINGS PTY
LTD

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

62350

This certificate is issued for:

LOT 70 PLAN LP13477 ALSO KNOWN AS 25 FRENCH STREET THOMASTOWN
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 RESIDENTIAL GROWTH ZONE - SCHEDULE 1
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3

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

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

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

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

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

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

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

02 February 2024

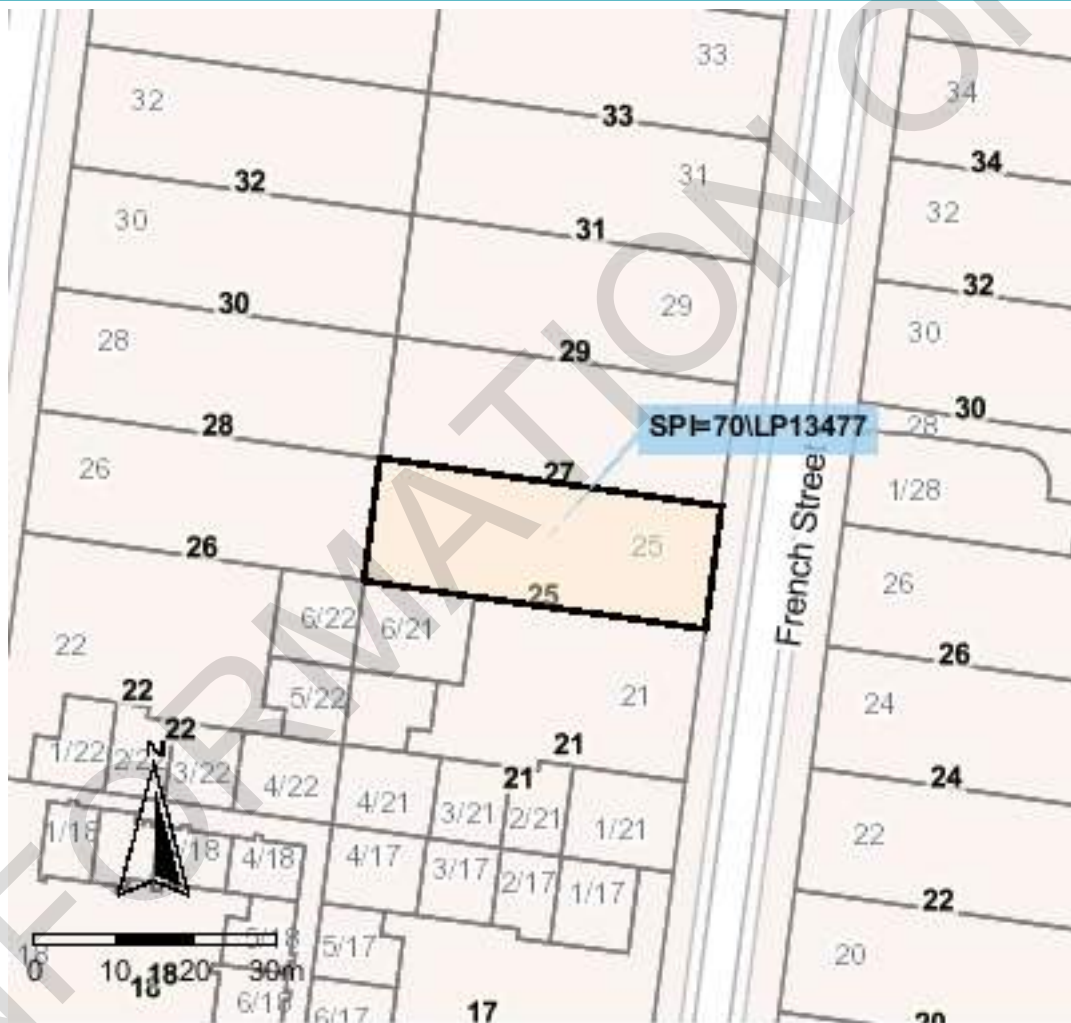
Sonya Kilkeny
Minister for Planning

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

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

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

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



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

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.

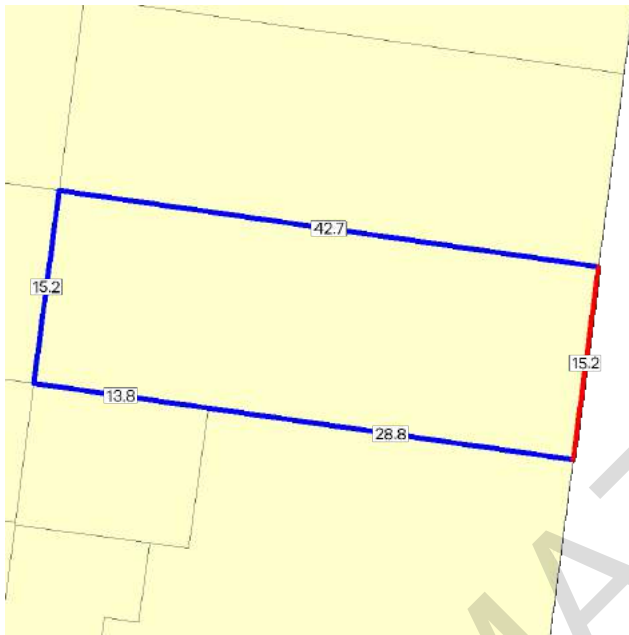
PROPERTY DETAILS

Address: **25 FRENCH STREET THOMASTOWN 3074**
Lot and Plan Number: **Lot 70 LP13477**
Standard Parcel Identifier (SPI): **70\LP13477**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **131029**
Directory Reference: **Melway 8 K6**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 650 sq. m

Perimeter: 116 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



 Selected Property

From www.planning.vic.gov.au at 15 February 2024 12:14 PM

PROPERTY DETAILS

Address: **25 FRENCH STREET THOMASTOWN 3074**
 Lot and Plan Number: **Lot 70 LP13477**
 Standard Parcel Identifier (SPI): **70\LP13477**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **131029**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 8 K6**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

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

[View location in VicPlan](#)

Planning Zones

[RESIDENTIAL GROWTH ZONE \(RGZ\)](#)

[RESIDENTIAL GROWTH ZONE - SCHEDULE 1 \(RGZ1\)](#)



 GRZ - General Residential

 RGZ - Residential Growth

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

Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 \(DCPO3\)](#)



 DCPO - Development Contributions Plan Overlay

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

Further Planning Information

Planning scheme data last updated on 7 December 2023.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

<https://mapshare.maps.vic.gov.au/vicplan>

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

Enquiries: *Building and Planning Administration 9217 2170*
Buildplan@whittlesea.vic.gov.au

Your Ref: 71696854-018-1

9 February 2024

Landata

BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION
25 (Lot 70) French Street, Thomastown

Further to your application for property information for the above address I write to advise the following:

Regulation 51 1 (a)*

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
BS-20459/20184983/0	26/3/2018	Internal Alterations to Existing Dwelling	Yes – 25/5/2018

Regulation 51 1 (b) (c)

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations **Not Applicable**

Details of any current notice or order issued by the relevant building surveyor under the Act **No**

(Please consult with Owner for copy of Building Notice where applicable)

This information relates only to the structures itemised. It does not mean that there are no illegal or non-complying structures to be found on this allotment. Prospective owners are advised accordingly. Information older than ten (10) years, or details of building inspection approval dates, may be obtained from Council if necessary for an additional fee. Please contact Building and Planning Department on 9217 2170 if you wish to take advantage of this service. Council is not responsible for the validity or accuracy of any information provided by private building surveying firms as may be noted above. Please contact any private permit provider as noted accordingly (where applicable) to address any concerns you may have.

Yours sincerely

BUILDING & PLANNING
CITY OF WHITTLESEA

Council Offices
 25 Ferres Boulevard
 South Morang VIC 3752
 Locked Bag 1
 Bundoora MDC VIC 3083
 ABN 72 431 091 058

Tel 03 9217 2170
Fax 03 9217 2111
TTY 133 677 (ask for 9217 2170)
Email info@whittlesea.vic.gov.au
www.whittlesea.vic.gov.au

 **Free Telephone Interpreter Service**

عربي	9679 9871	Hrvatski	9679 9872
廣東話	9679 9857	Ελληνικά	9679 9873
Italiano	9679 9874	Türkçe	9679 9877
Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879

PERMIT NUMBER: 718485



City of Whittlesea
PLANNING PERMIT

WHITTLESEA PLANNING SCHEME

ADDRESS OF THE LAND:

25 FRENCH STREET THOMASTOWN
LOT: 70 LP: 13477

THE PERMIT ALLOWS:

CONSTRUCTION OF SIX DWELLINGS ON A LOT AND REDUCTION OF CAR PARKING REQUIREMENTS IN ACCORDANCE WITH THE ENDORSED PLANS

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- 1 Prior to the endorsement of the plans required under Condition No. 2 of this permit, the permit holder must pay to Council a contribution for drainage pursuant to Schedule 3 of Clause 45.06 of the Whittlesea Planning Scheme. The drainage contribution will be subject to the Consumer Price Index (CPI) applicable at the time of payment.

Plans Required

- 2 Before the development hereby permitted starts, electronic copies of amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of this permit. The plans must be generally in accordance with the plans by Petridis Architects dated 19 January 2021 but modified to show:
 - (a) Modifications to dwelling 6 to ensure that it casts no additional overshadowing to the south. Consequential internal modifications may be made but no other modifications are allowed;
 - (b) Increase in the width of balcony of Dwelling 6 to 2m to comply with Standard B17;

Date issued: 29 April 2021

Signature for the
Responsible Authority: _____

Leita

718485



- (c) All initiatives listed on the Sustainable Design Assessment and amended incorporating the requirements of Condition 3;
 - (d) An annotation that no air conditioning units will be located above ground floor level;
 - (e) Screening to demonstrate overlooking of the secluded private open space of 6/21 French Street will be in accordance with Standard B22 of clause 55.05-6 of the Whittlesea Planning Scheme;
 - (f) Screening to the second floor bedrooms of dwellings 2 to 6 in accordance with Standard B22 of clause 55.05-6 of the Whittlesea Planning Scheme; and
 - (g) Screening of the west elevation window of dwelling 6 at first floor level in accordance with Standard B22 of clause 55.05-6 of the Whittlesea Planning Scheme.
- 3 Concurrent with the submission of plans required under condition 2, an amended Sustainable Design Assessment must be submitted to and approved by the Responsible Authority. The Sustainable Design Assessment must be generally in accordance the SDA dated 15 July 2019, modified to show:
- (a) Changes reflect updates to floor plan as required by Condition 2.
- 4 The development permitted by this permit must not be commenced until a satisfactory detailed landscaping plan is submitted to and approved by the Responsible Authority. Such plan must be consistent with the *Landscape Plan L1, dated February 2021, Project Number 20079* prepared by Species Landscape Architecture and include provision of a centralised irrigation system to ensure the ongoing viability of the landscaping included on the landscaping plan.
- 5 Prior to occupation of the development permitted under this permit, the landscaping approved under condition 4 must be completed to the satisfaction of the responsible authority.
- 6 Unless otherwise agreed in writing by the Responsible Authority, the landscaping areas shown on the endorsed plans must be used for landscaping and no other purpose and any landscaping must be maintained to the satisfaction of the Responsible Authority, including that any dead, diseased or damaged plants are to be replaced.
- Layout Not Altered**
- 7 The development allowed by this permit and shown on the plans and/or schedules endorsed to accompany this permit shall not be amended for any reason without the consent of the Responsible Authority.
- 8 Once the development has started it must be continued and completed to the satisfaction of the Responsible Authority.

Date issued: 29 April 2021

Signature for the Responsible Authority: _____

Leila



- 9 Prior to the occupation of the dwellings hereby approved, all landscaping, sustainable design commitments and stormwater management works shown on the endorsed plan must be completed and then maintained to the satisfaction of the Responsible Authority.

Actions Before Use Commences

- 10 Prior to the occupation of any building approved under this permit, a compliance inspection and report from the author of the Sustainable Design Assessment (SDA), approved pursuant to this permit, or similarly qualified person or company, must be submitted to the Responsible Authority.

The compliance report must be to the satisfaction of the Responsible Authority and must confirm that all measures specified in the SDA have been implemented in accordance with the approved documentation.

- 11 Prior to the occupation of the dwellings hereby approved, the car parking areas and access ways must be drained, fully sealed and constructed with asphalt, interlocking paving bricks, coloured concrete or other similar materials to the satisfaction of the Responsible Authority.

- 12 Vehicular access to the site must be by way of a vehicle crossing constructed in accordance with Council's Vehicle Crossing Specifications to suit the proposed driveway(s) and the vehicles that will be using the crossing(s). The location, design and construction of the vehicle crossing(s) must be approved by the Responsible Authority. Any existing unused or redundant crossing(s) must be removed and replaced with concrete kerb, channel and naturestrip to the satisfaction of the Responsible Authority. All vehicle crossing works are to be carried out with Council supervision.

- 13 Prior to occupation of any dwelling on the subject site, a letter box and house number to the satisfaction of the Responsible Authority shall be provided for each dwelling.

Drainage Management

- 14 Before starting any buildings or works, engineering plans showing a properly prepared design (with computations), for the internal drainage and method of disposal of stormwater from all roofed and sealed areas, including the use of an on-site detention system must be submitted to Council for approval. These internal drainage works must be completed to Council's satisfaction prior to using or occupying any building on the site.

- 15 Discharge of stormwater from the land will be required by means of an underground pipe drainage system designed to the satisfaction of the Responsible Authority and discharging into an approved outlet in a street or an underground pipe drain to the requirements of the Responsible Authority. In this regard no water shall be discharged from any pipe or paved area onto the surface of any adjacent land.

Date issued: 29 April 2021

Signature for the Responsible Authority: _____

Leila



- 16 Stormwater flows in excess of the approved capacity of the pipe drainage system must not be trapped by any construction but must be permitted to flow over the finished surface of the site to the street or drainage easement.
- 17 Prior to the occupation of the dwellings hereby approved, reticulated (water, sewerage, gas and electricity) services must be constructed and available to the satisfaction of the Responsible Authority.
- 18 Any works to be undertaken within the road reserve will require a road opening permit.

Expiry of permit for development

- 19 This permit as it relates to development (buildings and works) will expire if one of the following circumstances applies:
 - (a) The development is not started within two (2) years of the issue date of this permit.
 - (b) The development is not completed within four (4) years of the issue date of this permit.

In accordance with section 69 of the *Planning and Environment Act 1987*, an application may be submitted to the responsible authority for an extension of the periods referred to in this condition.

This Permit has been issued in accordance with VCAT Order P770/2020

Date issued: 29 April 2021

**Signature for the
Responsible Authority:** _____

Leila

IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED?

- * The Responsible Authority has issued a permit.

WHEN DOES A PERMIT BEGIN?

A permit operates:

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

WHEN DOES A PERMIT EXPIRE?

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

WHAT ABOUT APPEALS?

- * The person who applied for the permit may appeal against any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal where, in which case no right of appeal exists.
- * An appeal must be lodged within 60 days after the permit was issued, unless a Notice of Decision to grant a permit has been issued previously, in which case the appeal must be lodged within 60 days after the giving of that notice.
- * An appeal is lodged with the Victorian Civil and Administrative Tribunal.
- * An appeal must be made on a Notice of Appeal form, which can be obtained from the Victorian Civil and Administrative Tribunal, and must be accompanied by the prescribed fee.
- * An appeal must state the grounds upon which it is based.
- * An appeal must also be served on the Responsible Authority.
- * Details about appeals and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.
- * The address of the Victorian Civil and Administrative Tribunal is 55 King Street, Melbourne 3000. The telephone number is (03) 9628 9777.

1 August 2023

Dear Applicant

Proposal: Extension of Time
Location: 25 French Street, Thomastown
Planning Permit No.: 718485 (PLN-41493)

I refer to your request dated 27 July 2023 seeking an extension of time to the above mentioned planning permit.

The request has been approved and the permit extended by two (2) years. The development must now be commenced by 29 April 2025 and the development completed by 29 April 2027.

If these time limits are not met the permit will expire. The limits may, on further written request being made, be further extended by the Responsible Authority.

If you wish to discuss the matter further, please contact the Building and Planning Department on 9217 2259.

Yours sincerely



Building and Planning Department

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

National Relay Service: 133 677 (ask for 9217 2170)

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service



131 450

ABN 72 431 091 058

whittlesea.vic.gov.au

DRAWING SCHEDULE

TPA01	SITE PLAN, AREA ANALYSIS	1:200
TPA02	GROUND FLOOR PLAN	1:100
TPA03	FIRST FLOOR PLAN	1:100
TPA04	SECOND FLOOR PLAN	1:100
TPA05	ROOF PLAN, SECTIONS	1:100
TPA06	ELEVATIONS, COLOURS, SECTION MATERIALS AND FINISHES SCHEDULE	1:100
TPA07	DETAILED SITE ANALYSIS - NEIGHBOURHOOD AND SITE DESCRIPTION	1:200
TPA08	DETAILED SITE ANALYSIS - DESIGN RESPONSE	1:200
TPA09	DETAILED SHADOW ANALYSIS - 9.00AM, 12 NOON AND 3.00PM SEPTEMBER 22	1:200
TPA10	3D PERSPECTIVES	

AREA ANALYSIS

SITE AREA 650.2 M²
(1NO. DWELLING PER 108.4M² SITE AREA)

DWELLING	GROUND FLOOR	FIRST FLOOR	SECOND FLOOR	GARAGE	OVERALL	BALCONY	OVERALL
DWELLING 1	24.9M ²	44.9M ²	38.4M ²	23.2M ²	131.4M ² (14.1SQ)	14.9M ²	14.9M ²
DWELLING 2	4.9M ²	41.5M ²	38.9M ²	25.5M ²	110.8M ² (11.9SQ)	10.7M ²	10.7M ²
DWELLING 3	4.3M ²	42.4M ²	40.4M ²	25.9M ²	113.0M ² (12.2SQ)	10.7M ²	10.7M ²
DWELLING 4	4.7M ²	42.4M ²	40.8M ²	26.1M ²	114.0M ² (12.3SQ)	11.4M ²	11.4M ²
DWELLING 5	4.4M ²	43.8M ²	40.9M ²	26.5M ²	115.6M ² (12.4SQ)	10.0M ²	10.0M ²
DWELLING 6	7.5M ²	38.4M ²	35.9M ²	23.4M ²	105.2M ² (11.3SQ)	9.5M ²	9.5M ²

OVERALL BUILDING AREA 690.0M² (74.3SQ)

BUILDING/SITE COVERAGE 208.4M² 32.0%
(GROUND FLOOR)

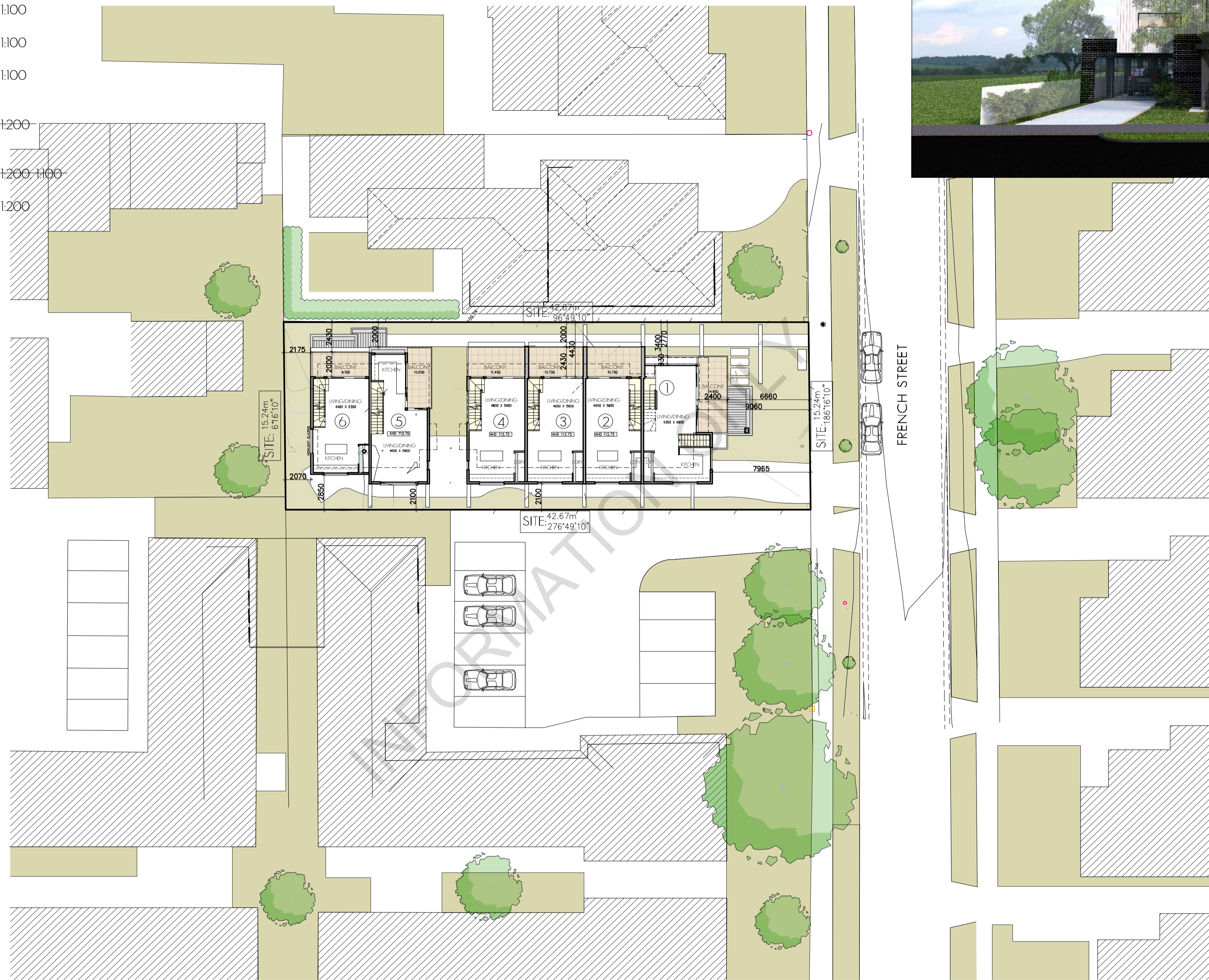
IMPERVIOUS PAVING AREA 214.3M²

IMPERVIOUS PAVING/SITE COVERAGE 34.6%

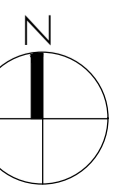
PERMEABLE SITE COVERAGE 33.4%
(I.F. PERMITS TO RAIN)

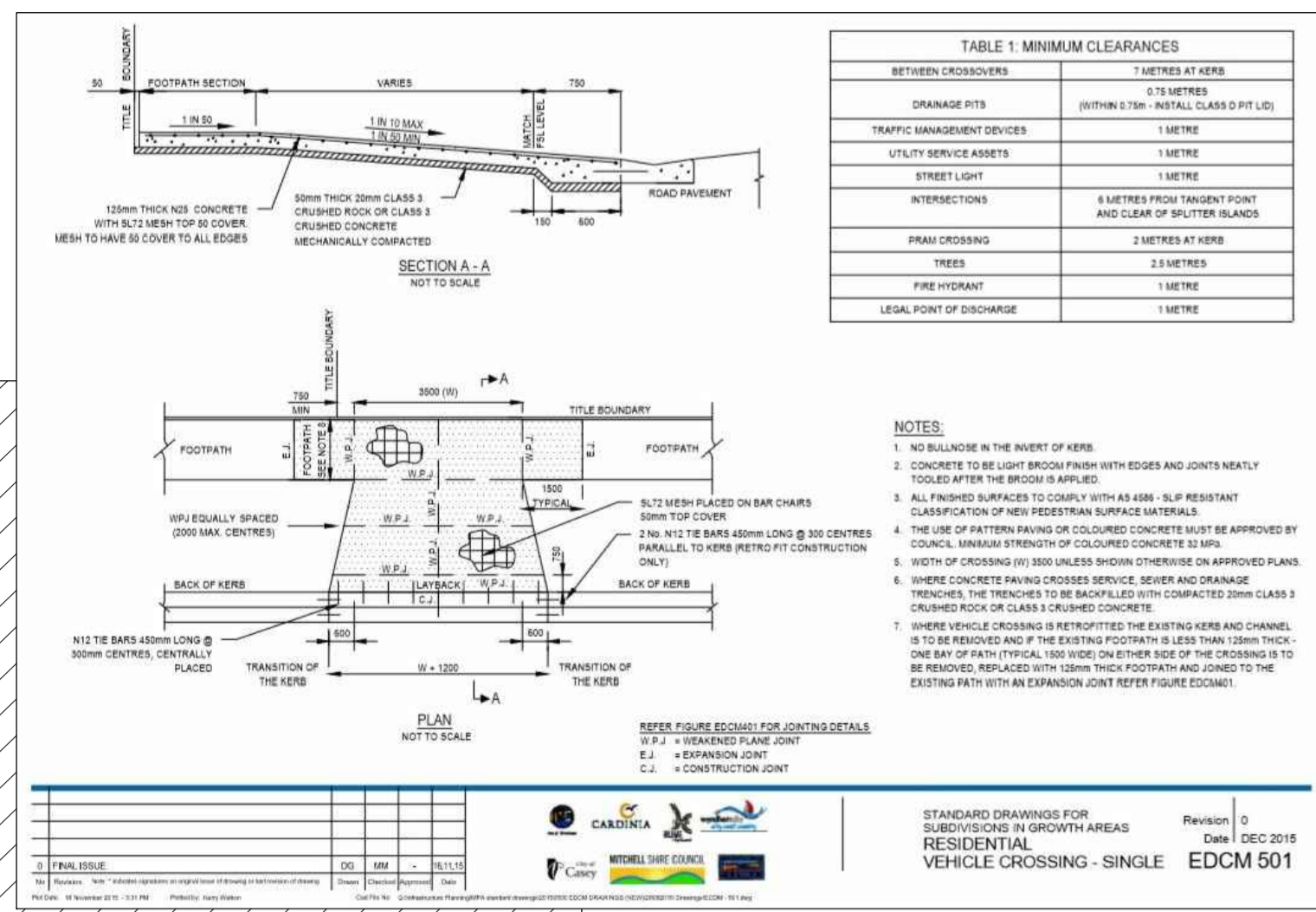
LEGEND

	RETRACTABLE CLOTHESLINE		REFER TO LANDSCAPING PLAN FOR ALL PROPOSED PLANTING
	GRASSCOVER GENERALLY (ALSO INCL. ALL PERMEABLE SURFACES)		EXISTING MATURE CANOPY TREE
	R.CONC PAVING		RUBBISH BINS



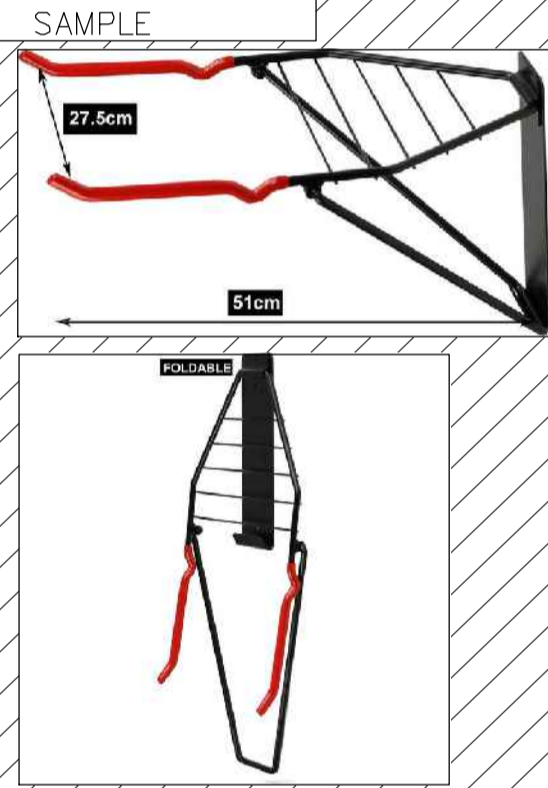
PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 718485
Endorsed to show compliance with Condition (s) 2, 3 & 4
Sheet 1 of 40 Date: 10/08/2021





SINGLE RESIDENTIAL VEHICLE CROSSING - EDCM 501

WALL MOUNTED BIKE HANGER



- NOTES**
- 4W/M² LIGHTING DENSITY IN THE DWELLINGS
 - DOUBLE GLAZING ON ALL HABITABLE ROOMS
 - REFER TO LANDSCAPING PLAN FOR ALL PROPOSED PLANTING
 - NO AIR CONDITIONING UNITS WILL BE LOCATED ABOVE GROUND FLOOR LEVEL
 - SENSOR LIGHTING

LEVEL 1 / 173 UPPER HEIDELBERG ROAD
 IVANHOE 3079

PETRIDIS ARCHITECTS

PH: (03) 9 499 8826
 EMAIL: office@petridisarchitects.com.au



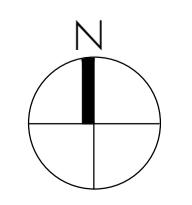
25 FRENCH STREET, THOMASTOWN

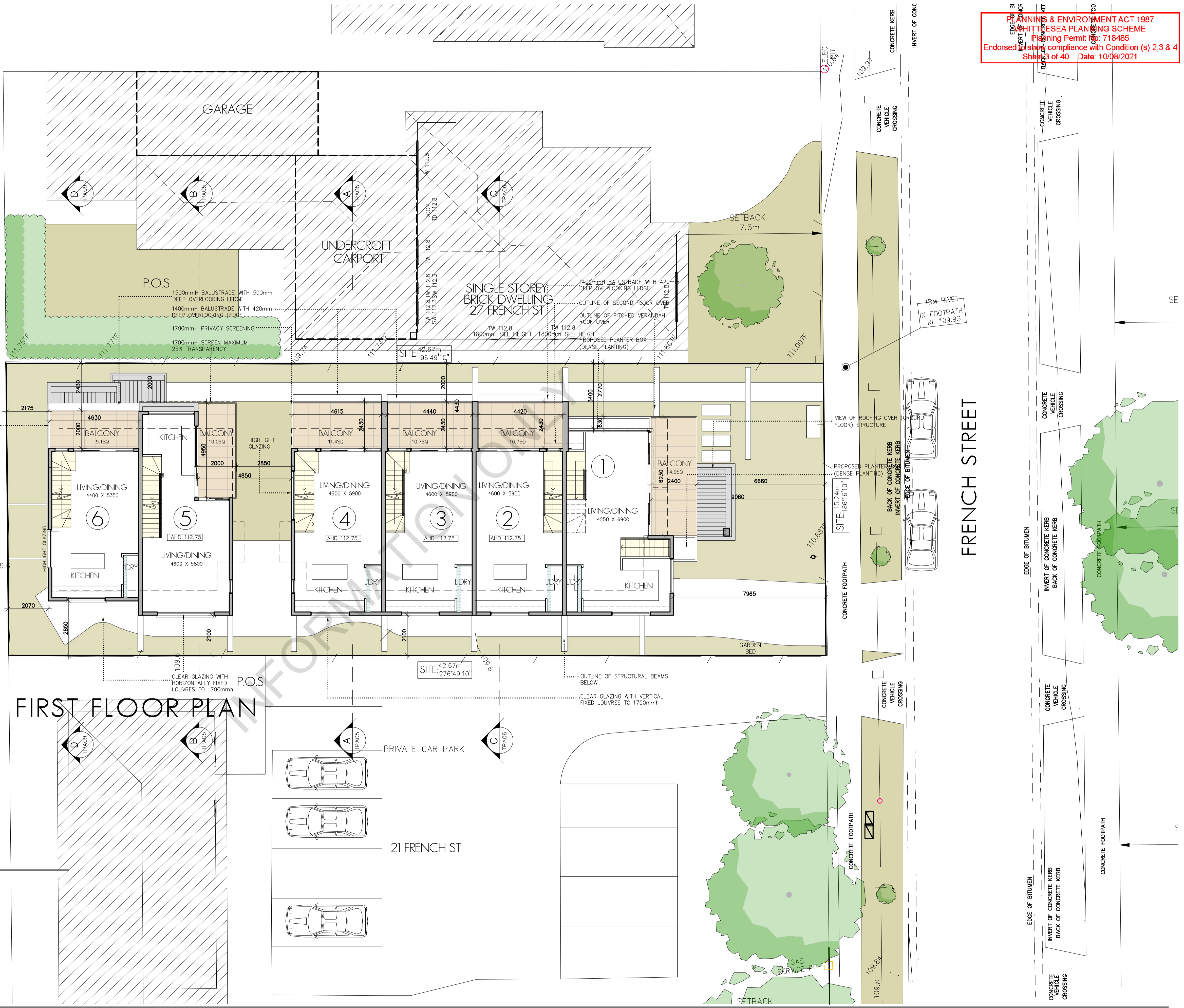
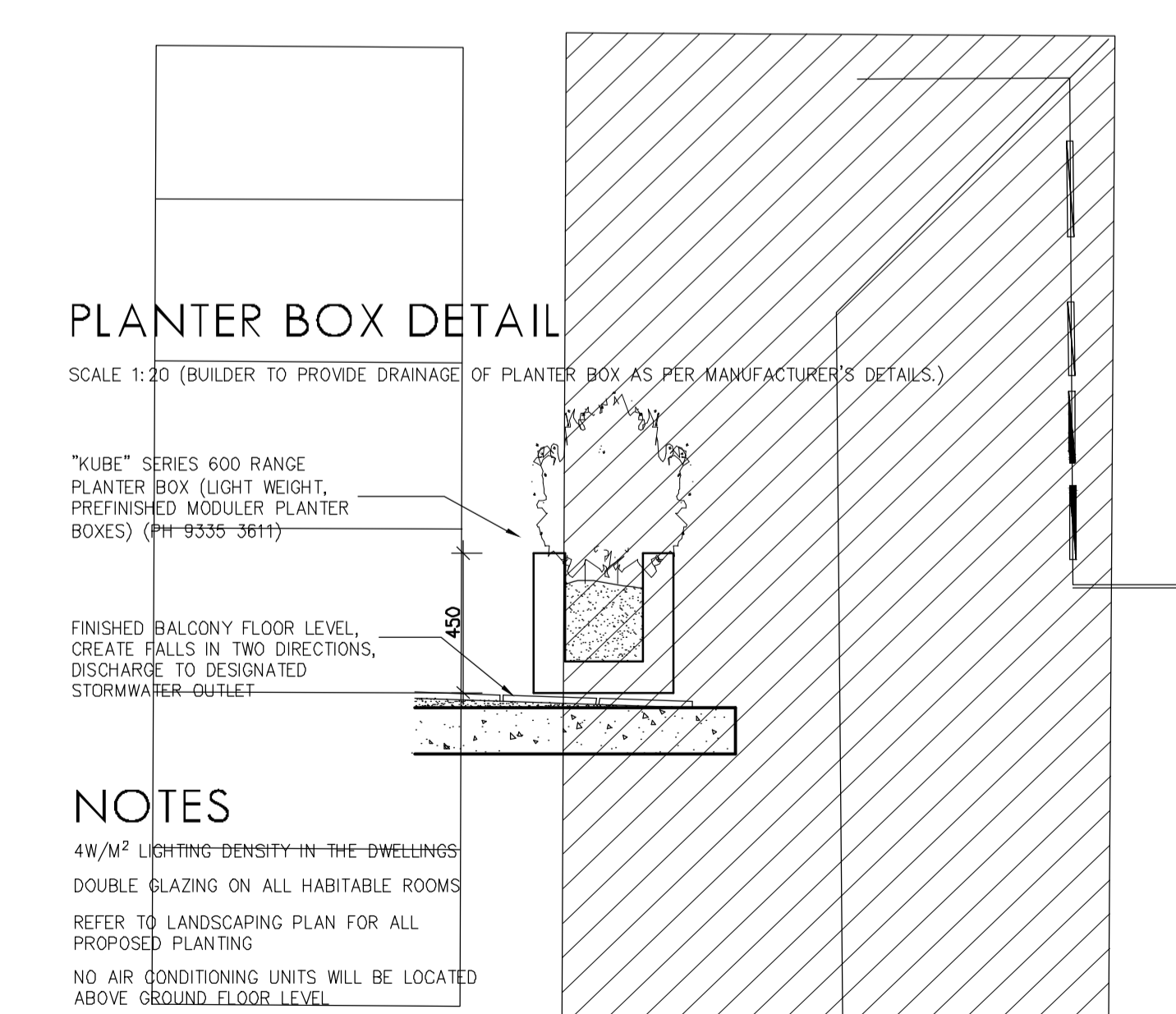
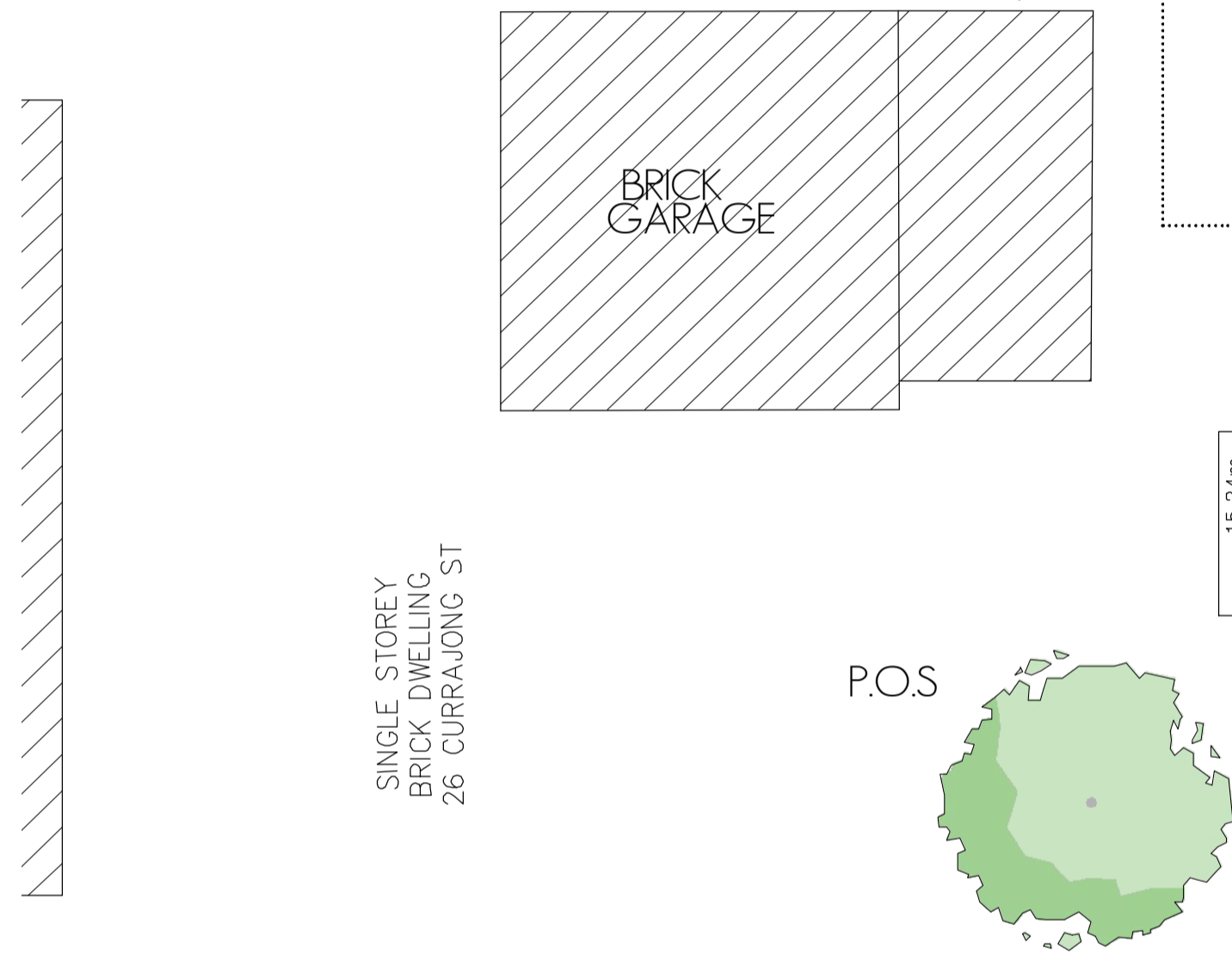
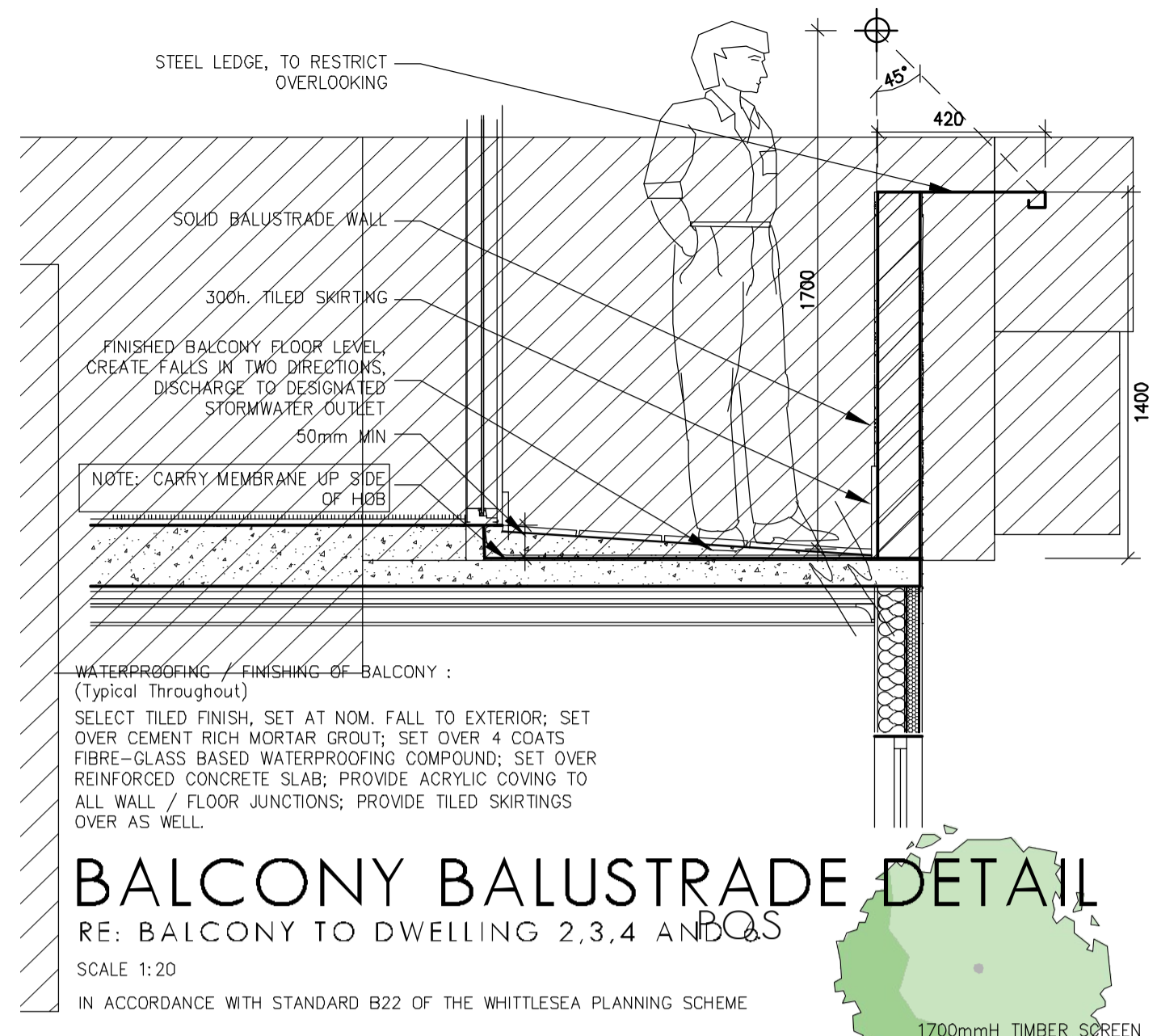
DRAWING TITLE:
GROUND FLOOR PLAN
 TPA02 - 2 OF 10
 JOB No: 19-06

DATE: 21st MAY 2021
 SCALE: 1:100

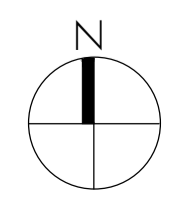
DRAWN BY: J.M
 FOR ENDORSEMENT

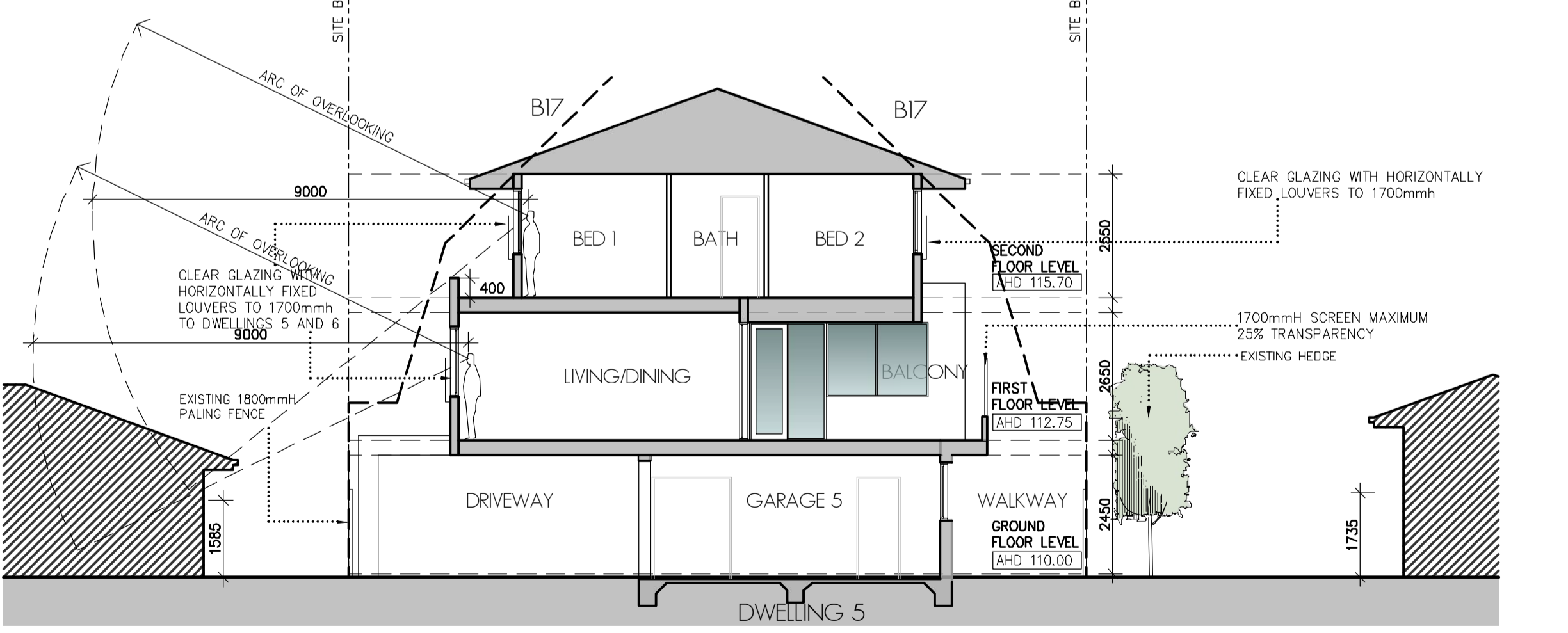
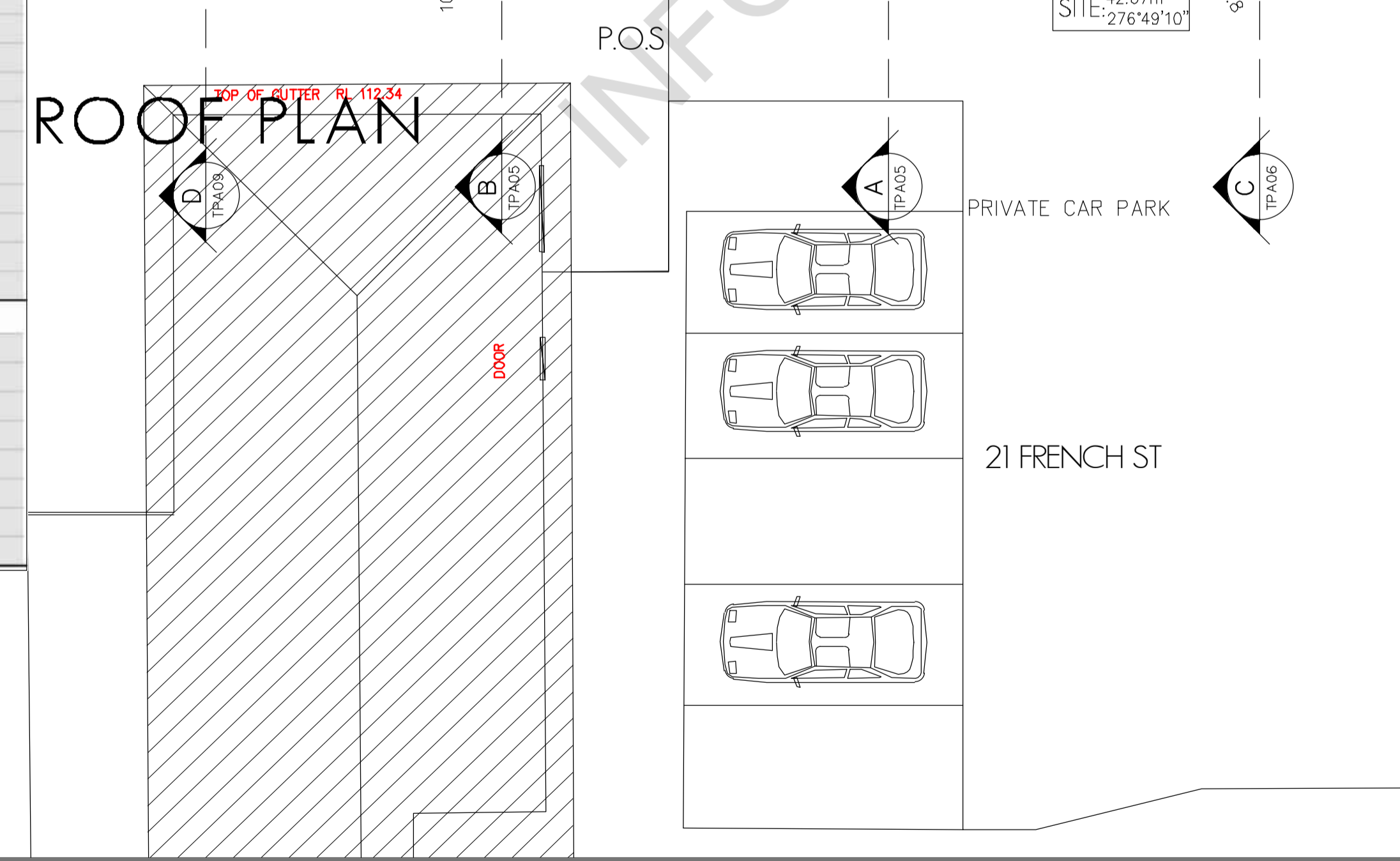
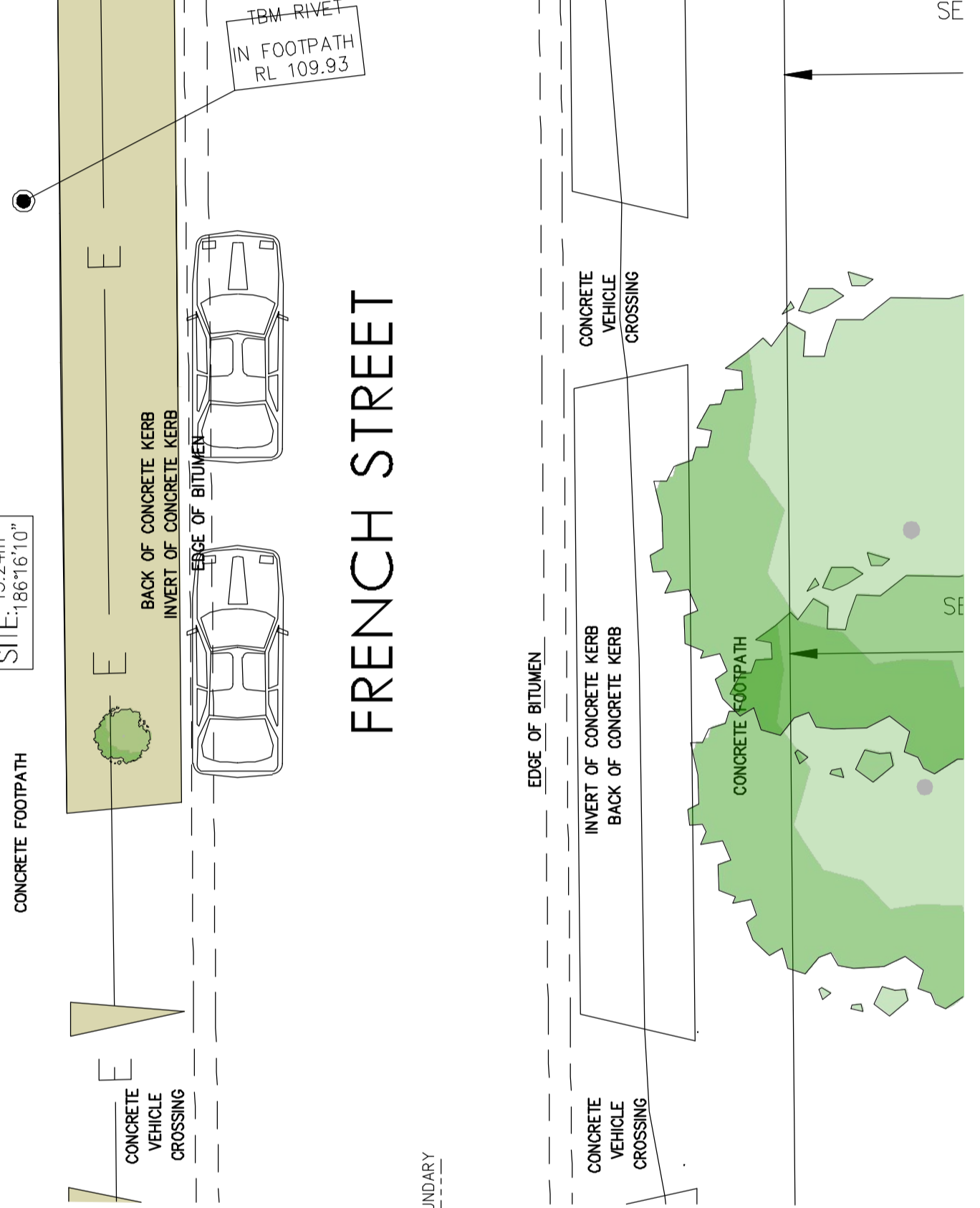
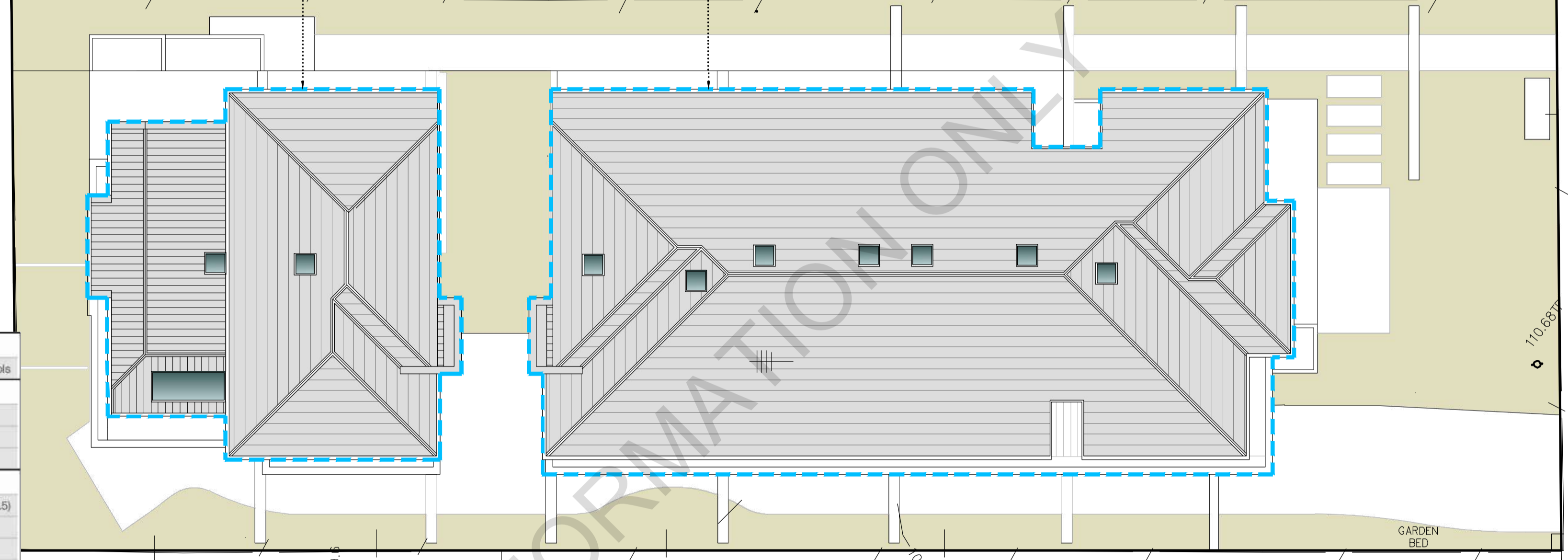
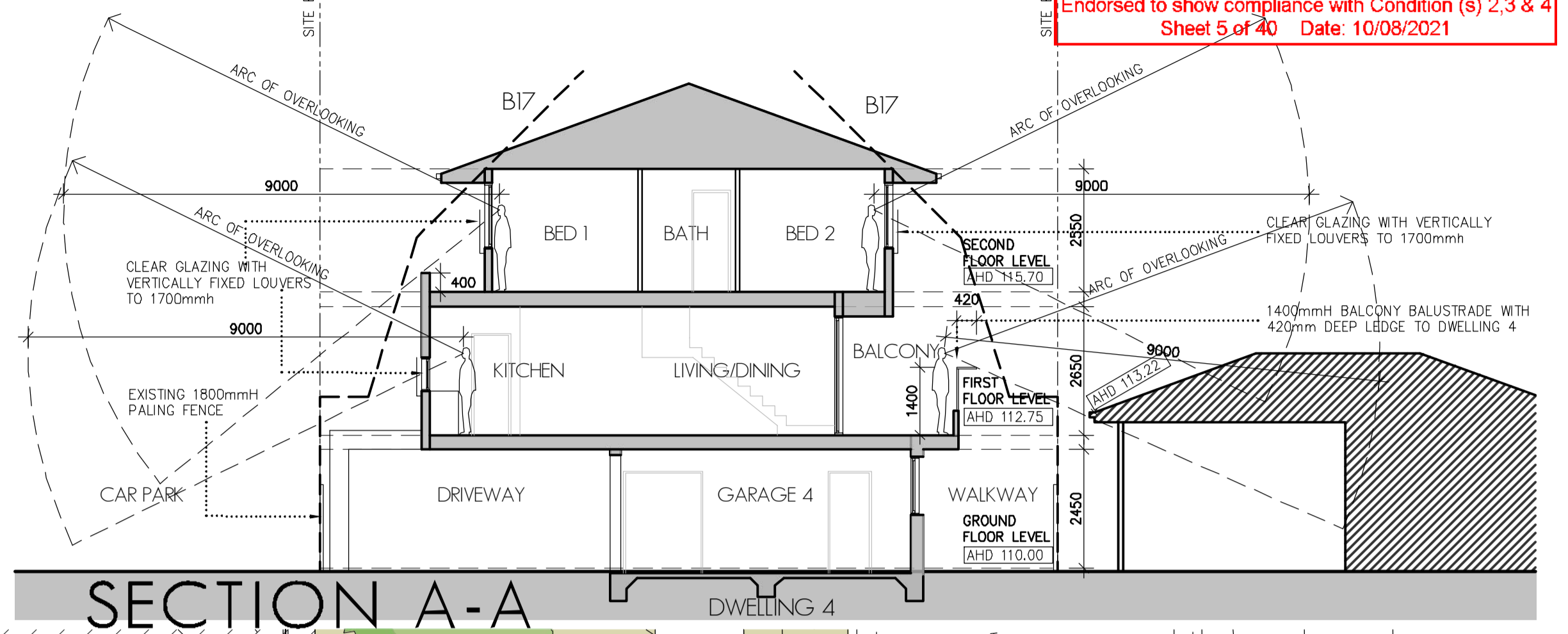
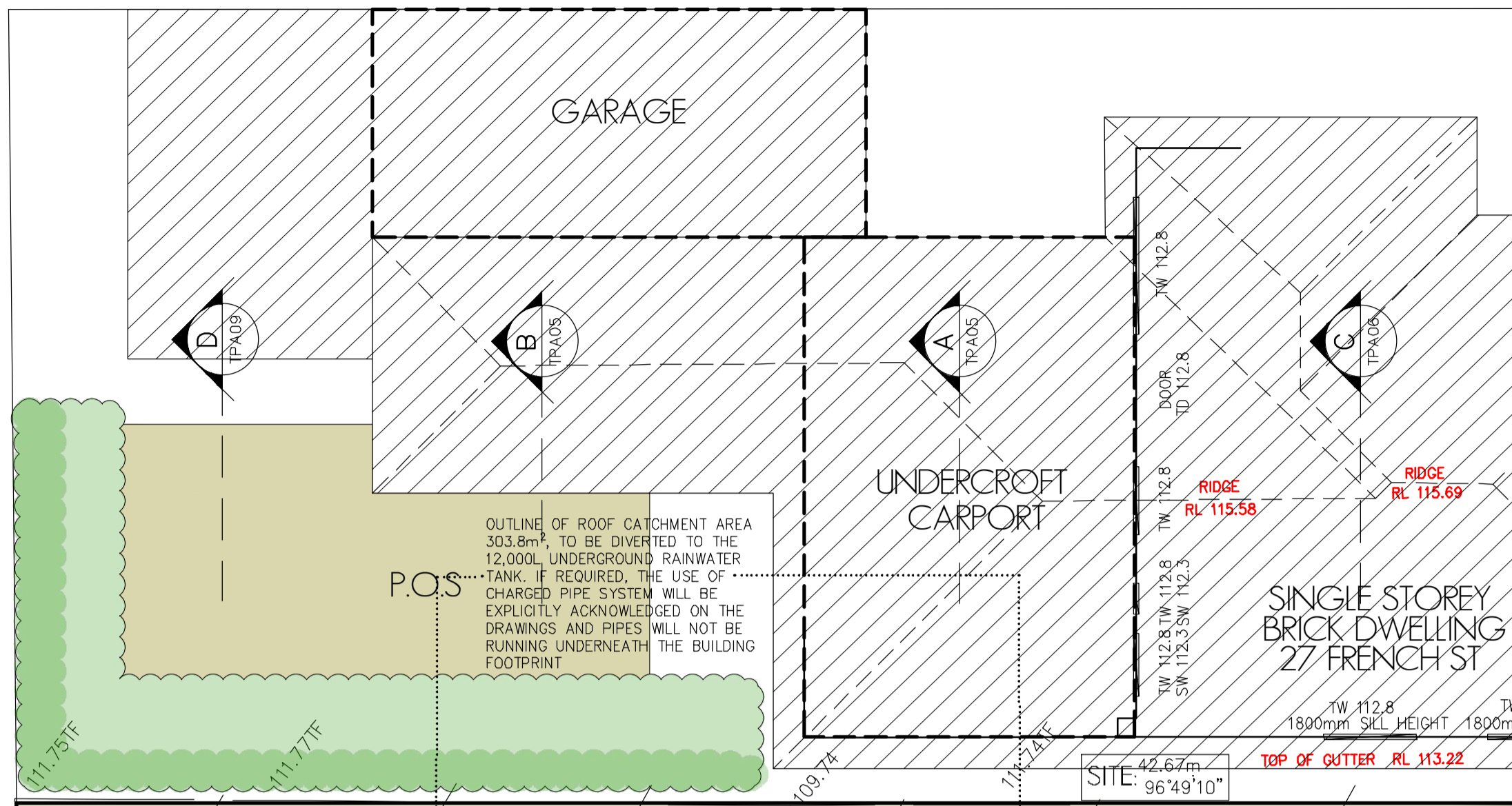
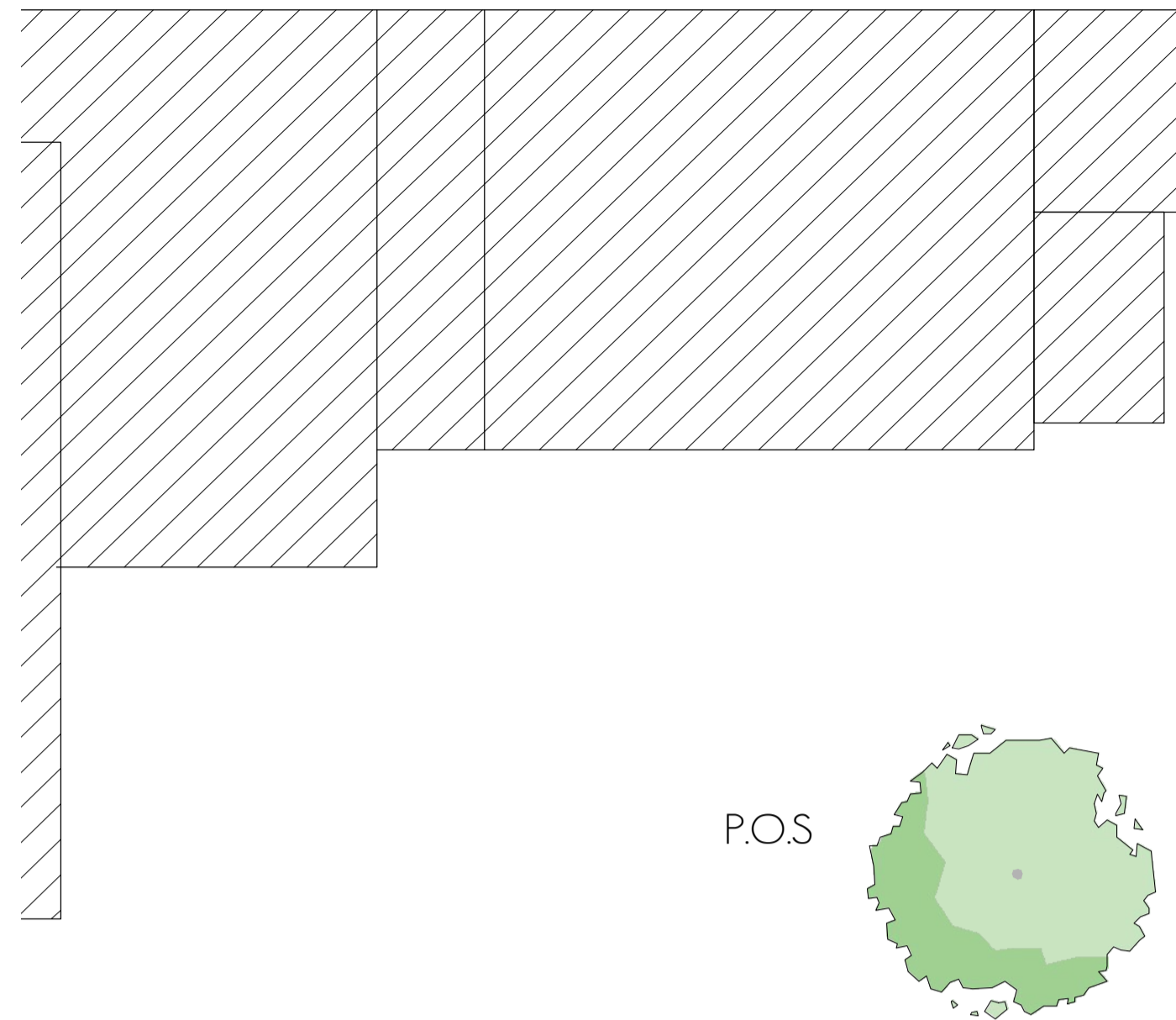
ALL LEVELS ARE TO
 AUSTRALIAN HEIGHT DATUM





NOTES
 4W/M² LIGHTING DENSITY IN THE DWELLINGS
 DOUBLE GLAZING ON ALL HABITABLE ROOMS
 REFER TO LANDSCAPING PLAN FOR ALL PROPOSED PLANTING
 NO AIR CONDITIONING UNITS WILL BE LOCATED ABOVE GROUND FLOOR LEVEL

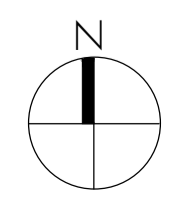


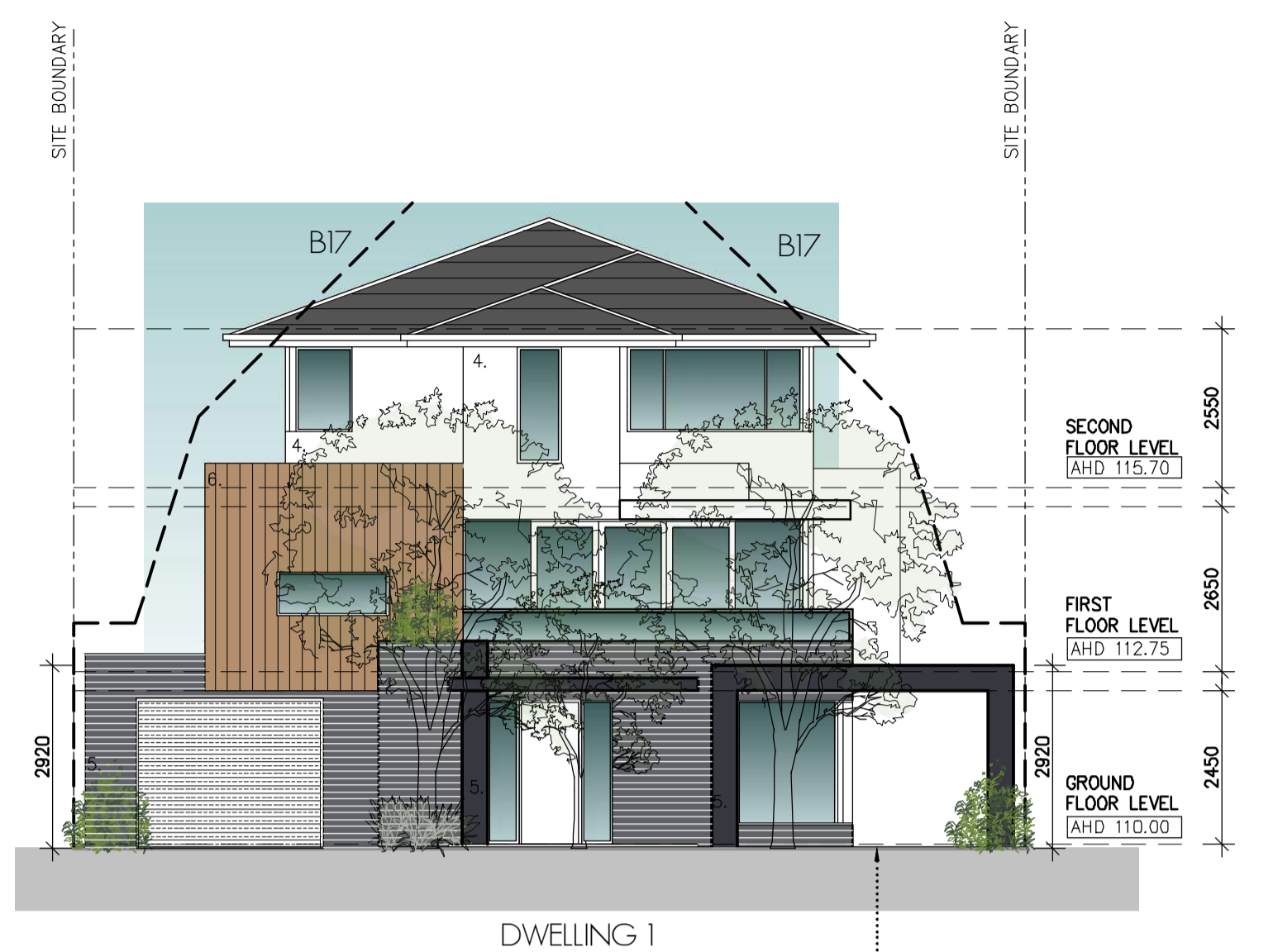


NOTES
 1. SW/M² LIGHTING DENSITY IN THE DWELLINGS
 2. DOUBLE GLAZING ON ALL HABITABLE ROOMS
 3. REFER TO LANDSCAPING PLAN FOR ALL PROPOSED PLANTING
 4. NO AIR CONDITIONING UNITS WILL BE LOCATED ABOVE GROUND FLOOR LEVEL
 5. RAINWATER TANK CATCHMENT AREA

SUSTAINABLE DESIGN FEATURES

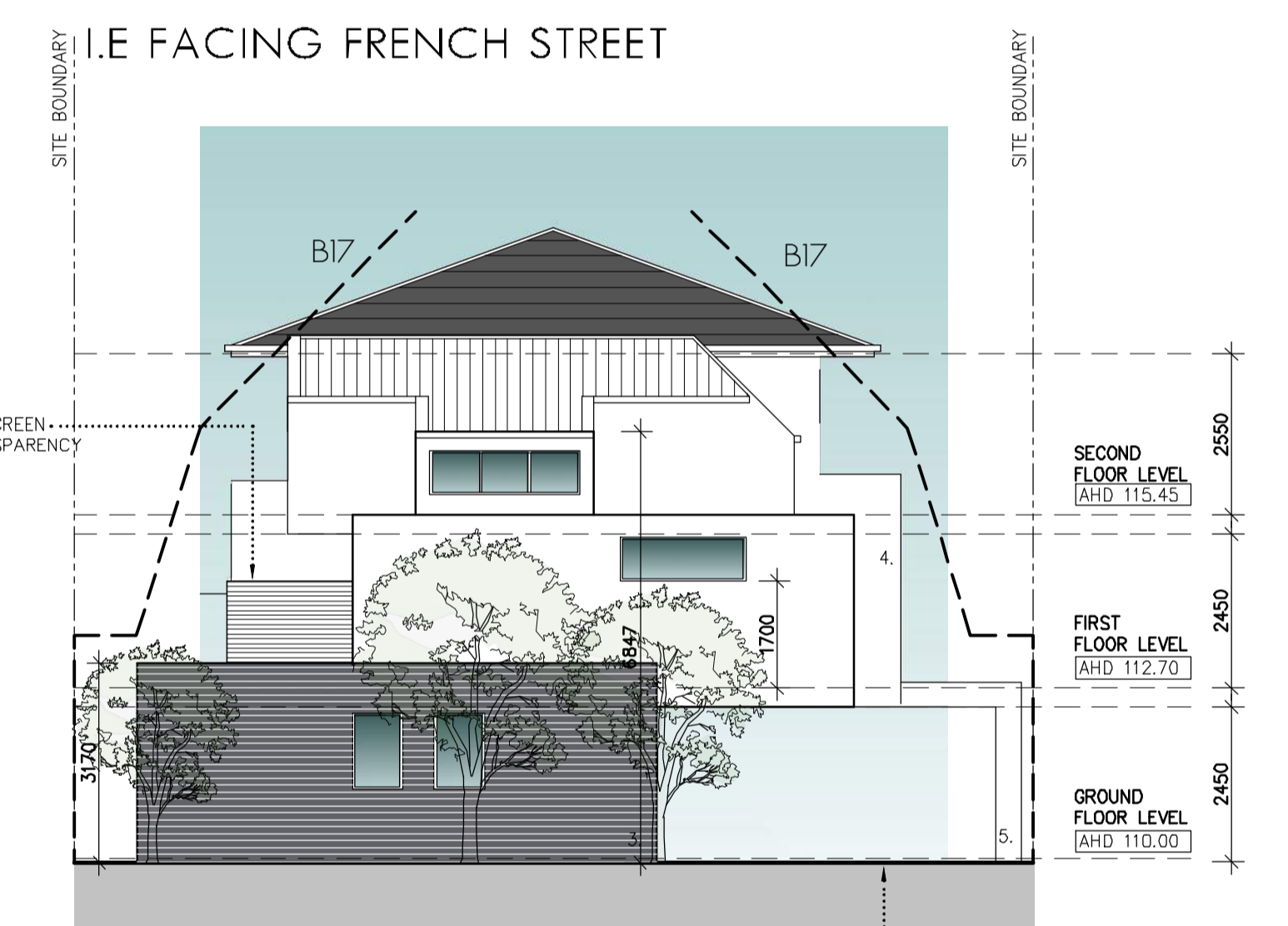
Water Approach		
What approach do you want to use for Water?	Use the built in calculation tools	
Project Water Profile Question		
Do you have a reticulated third pipe or an on-site water recycling system?	No	
Are you installing a swimming pool?	No	
Are you installing a rainwater tank?	Yes	
Water fixtures, fittings and connections		
Showerhead	All	4 Star WELS (>= 6.0 but <= 7.5)
Bath	All	Scope out
Kitchen Taps	All	>= 5 Star WELS rating
Bathroom Taps	All	>= 5 Star WELS rating
Dishwashers	All	>= 5 Star WELS rating
WC	All	>= 4 Star WELS rating
Urinals	All	Scope out
Washing Machine Water Efficiency	All	Occupant to Install
Which non-potable water source is the dwelling/space connected to?	Dwelling 1 - Dwelling 6	RWT
Non-potable water source connected to Toilets	Dwelling 4	RWT
Non-potable water source connected to Toilets	All	Yes
Non-potable water source connected to Laundry (washing machine)	All	No
Non-potable water source connected to Hot Water System	All	No
Rainwater Tanks		
What is the total roof area connected to the rainwater tank?	RWT	214 m ²
	RWT	89.4 m ²
Tank Size	RWT	8,000 Litres
	RWT	4,000 Litres
Irrigation area connected to tank	RWT	-
	RWT	-
Other external water demand connected to tank?	RWT	-
	RWT	-





EAST ELEVATION

I.E FACING FRENCH STREET



WEST ELEVATION

I.E FACING THE REAR



NORTH ELEVATION

I.E FACING THE WALKWAY

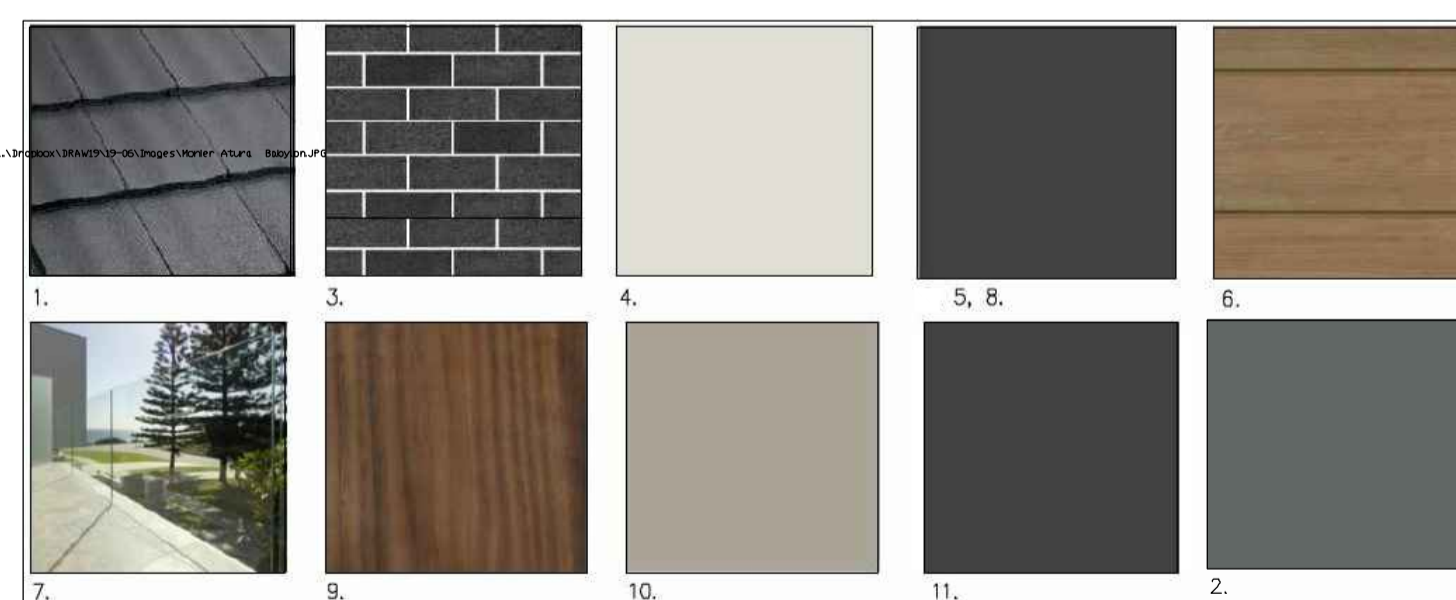


SOUTH ELEVATION

I.E FACING THE DRIVEWAY

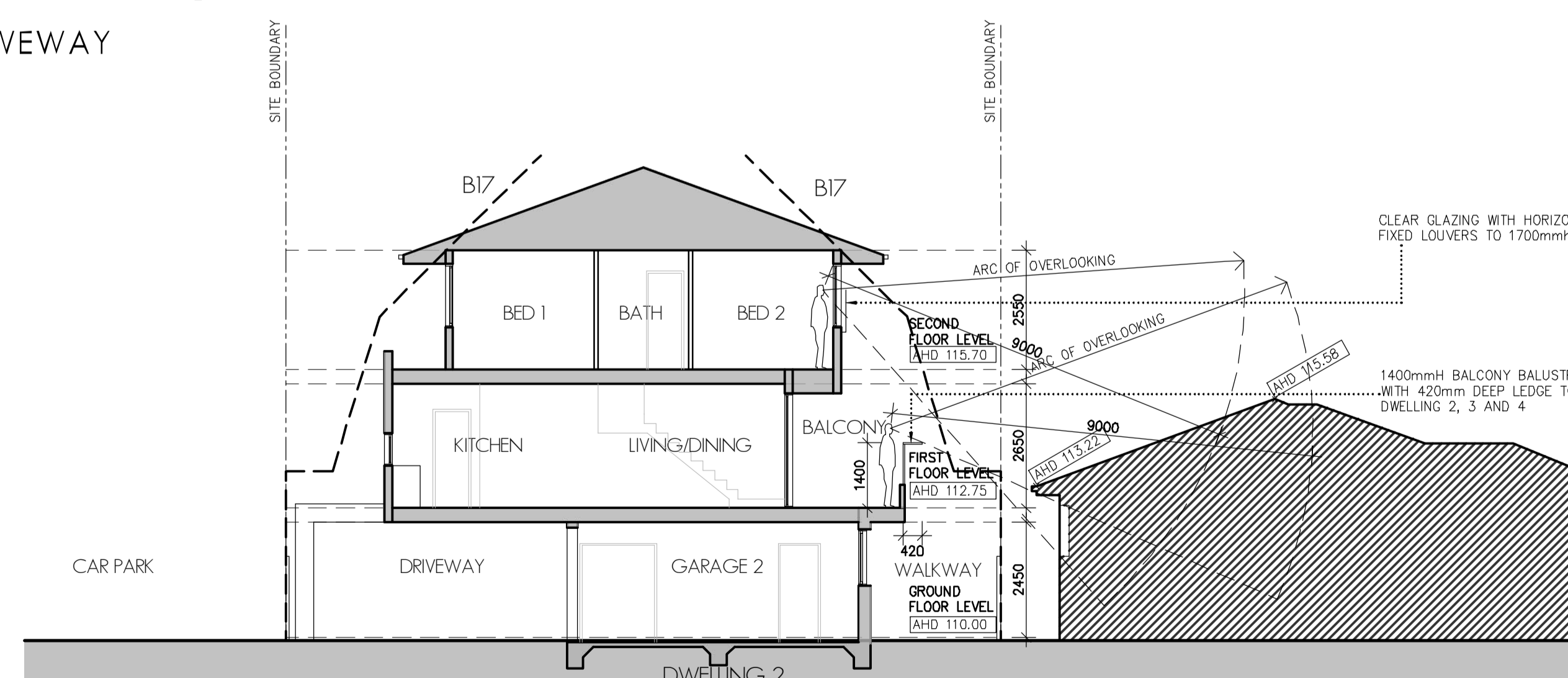
COLOURS, MATERIALS AND FINISHES SCHEDULE

- ROOF:
1. CONCRETE ROOF TILES: SELECT MONIER, ATURA RANGE "BABYLON" OR SIMILAR
- WALLS:
2. SELECT COLORBOND, STEEL SHEET, SELECT BASULT OR SIMILAR
 3. SELECT AUSTRAL BRICK, INDUSTRIAL - "CHAR"
 4. RENDER: SMOOTH CEMENT RENDER, DULUX "PHANTOM WHITE" OR SIMILAR
 5. RENDER: SMOOTH CEMENT RENDER, DULUX "MONUMENT" OR SIMILAR
 6. CEMINTEL, TERRITORY WOODLANDS, ALUMINIUM CLADDING "TEAK" OR SIMILAR
- BALUSTRADE
7. FRAMELESS GLASS BALUSTRADE OR SIMILAR
- WINDOWS:
8. ALUMINIUM, SELECT COLORBOND COLOUR, "MONUMENT" DOUBLE GLAZED
- FASCIA/ GUTTERS:
9. SELECT COLORBOND COLOUR, "MONUMENT"
- FRONT DOOR:
10. SOLID TIMBER DOOR, "WALNUT" FINISH
- GARAGE DOOR:
11. PANEL LIFT, SELECT COLORBOND COLOUR, "DUNE"
- DRIVEWAY:
12. SELECT CONCRETE "CHARCOAL"



NOTES

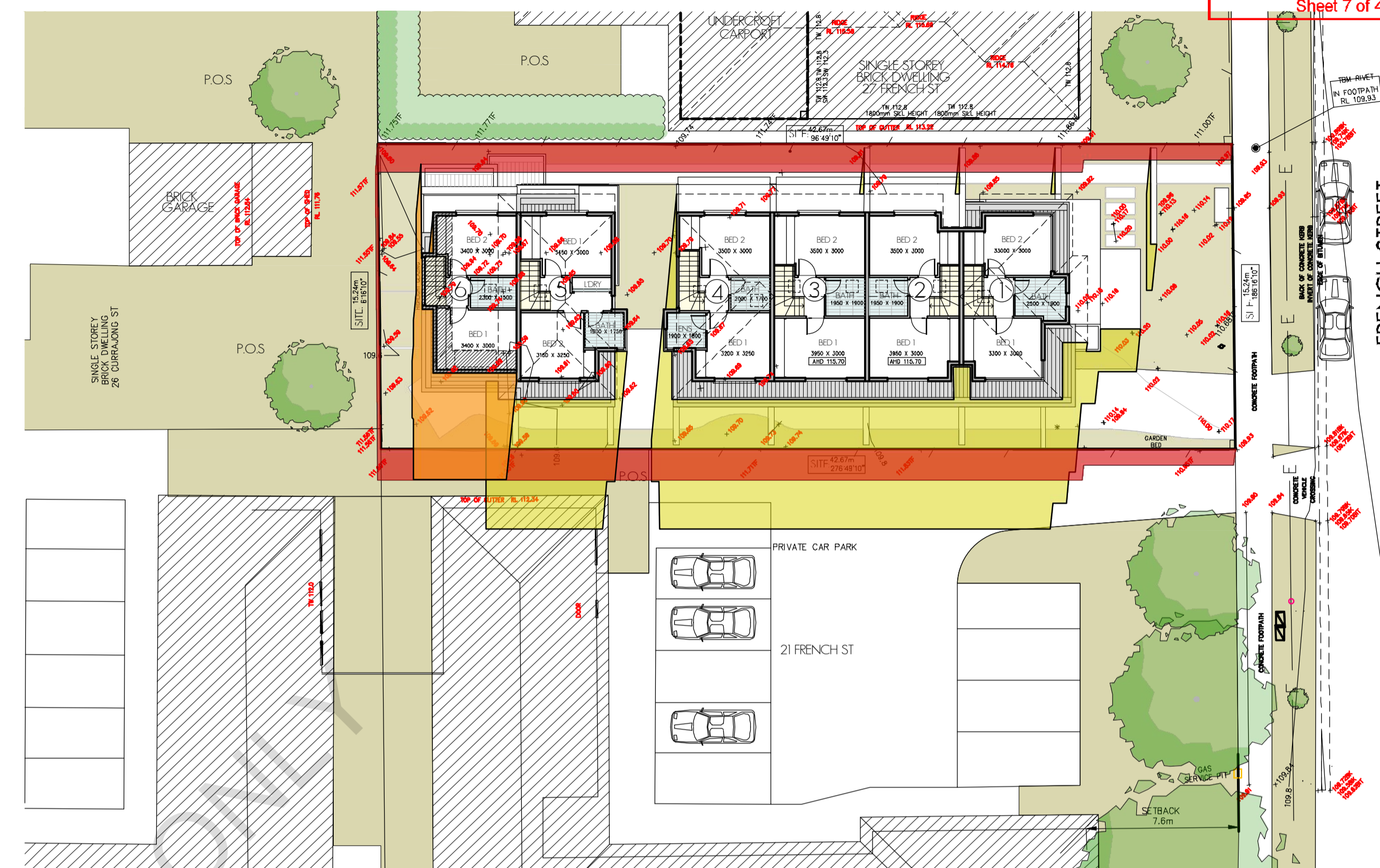
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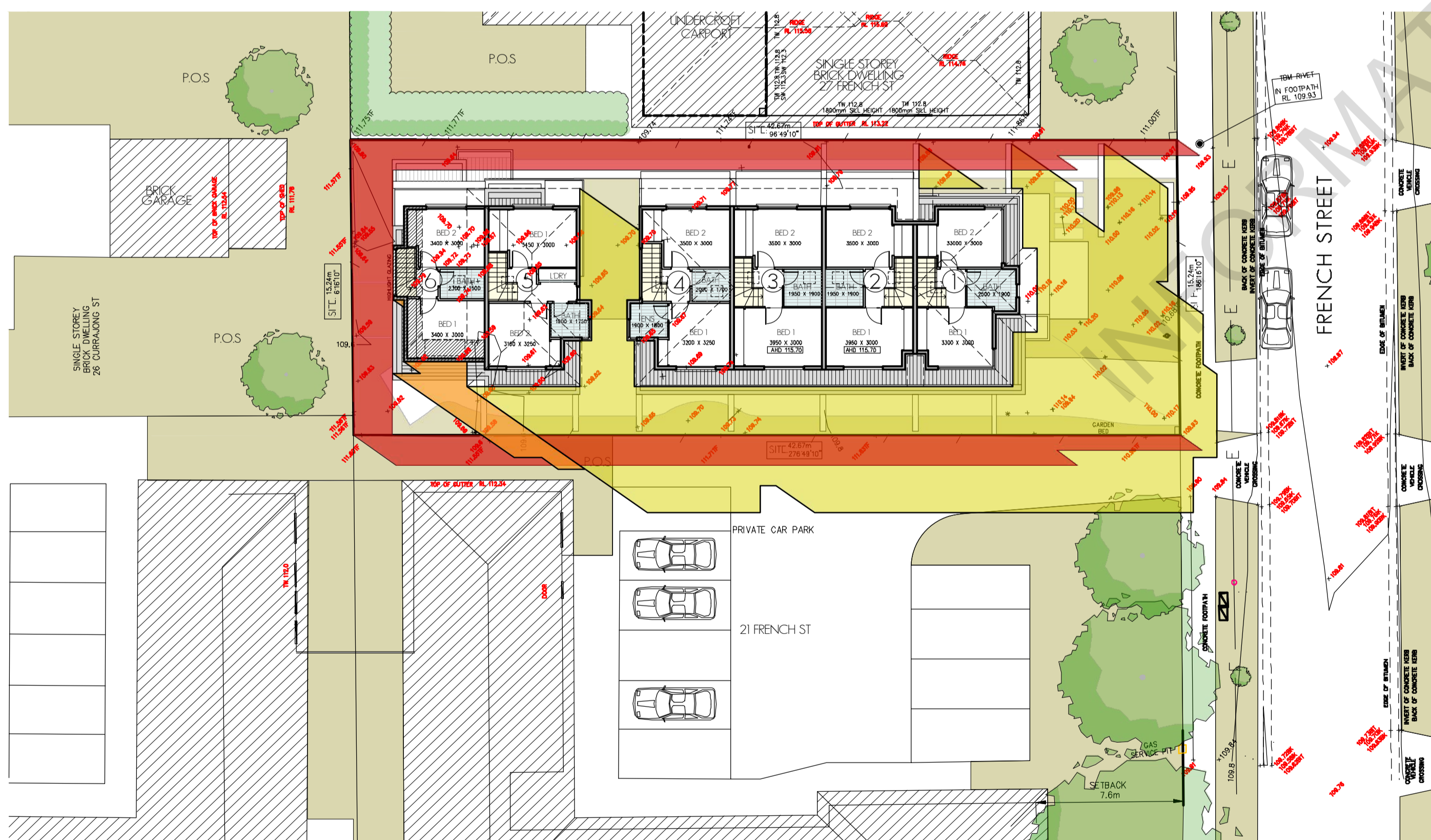
SECTION C-C



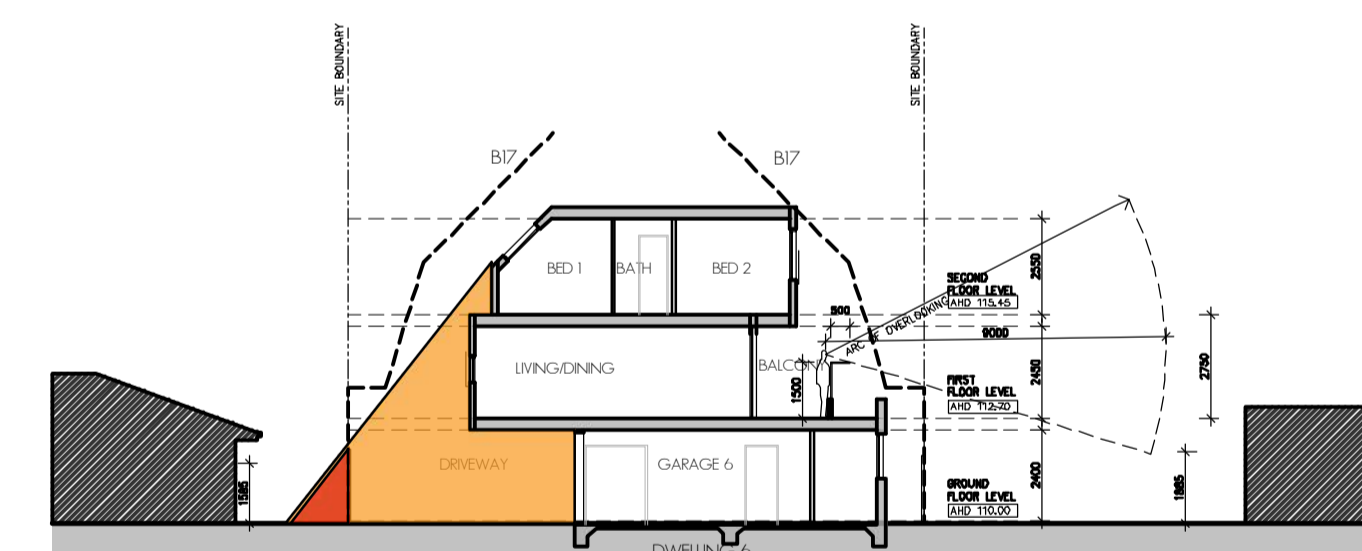
SHADOWS - 9 AM



SHADOWS - 12 NOON



SHADOWS - 3 PM

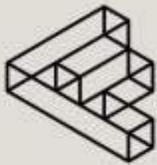


SECTION D-D - 12 NOON

LEGEND

- PROPOSED SHADOWS, DUE TO DEVELOPMENT
- PROPOSED SHADOWS, DUE TO DWELLING 6
- EXISTING FENCE SHADOWS

PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 718485
Endorsed to show compliance with Condition (s) 2,3 & 4
Sheet 9 of 40 Date: 10/08/2021



FRATER

25 French Street, Thomastown

20/05/2021

Sustainable Design Assessment

Address
281 Lygon Street
East Brunswick VIC 3057

Phone
03 8691 6928

Email
admin@fraterconsultingservices.com.au

Sustainable Design Assessment (SDA)

Proposed Residential Development

Table of Contents

Initiatives to be Marked on Drawings.....	3
Introduction	4
Site Description.....	5
Proposed Development	5
Energy Efficiency.....	6
Water Efficiency & Stormwater Management.....	7
Indoor Environment Quality	8
Construction, Building & Waste management.....	9
Transport.....	10
Building Materials.....	11
Urban Ecology	12
Implementation & Monitoring.....	12
Appendix A – WSUD Report / STORM Assessment.....	13
Appendix B – VOC & Formaldehyde Emission Limits	16
Appendix C – BESS Assessment	18

DOCUMENT VERSION

Version 0: Issued on 15/07/2019 for Client review

Version 1: Issued on 18/05/2021 for Client review – updated as per latest drawings

Version 1: Final issued on 20/05/2021 for Client review – No changes

Water & Stormwater Management

- Mark-up showing roof catchment area to be diverted to the Rainwater tank for the development– If required, the use of charged pipe system will be explicitly acknowledged on the drawings and charged pipes will not be running underneath the building footprint
- Location and size of each Rainwater tank proposed (See Appendix A)
- Note showing connection to the toilets
- Note showing use of native or drought tolerant species for landscaped area. Watering will not be required after an initial period when plants are getting established.
- Note showing WELS rating for water fittings/fixtures (refer to report) – Fixtures (e.g. dishwasher) provided as part of base building work have to be chosen within one WELS star of best available at the time of purchase

Energy Efficiency

- Note showing commitment to 4W/m² lighting density in the dwellings
- Retractable external clothes drying line for dwelling 6
- Lighting sensors for external lighting (motion detectors, timers etc.)
- Light to medium colour roof

Indoor Environment Quality

- Note showing double glazing on all habitable rooms (floor plans and elevations)

Transport

- Bike space location for each dwelling provided in garage/POS

Urban Ecology

- Show extent of vegetated areas around the site (includes lawn)

INTRODUCTION

Frater Consulting Services have been engaged to undertake a Sustainable Design Assessment for the proposed townhouse development located at 25 French Street, Thomastown. This has been prepared to address the Whittlesea City Council's sustainability requirements Planning Policy Clause 22.01 *Environmentally Sustainable Development* as required.

Within Clause 22.01, the City of Whittlesea has identified the following key categories to be addressed:

- Energy Performance;
- Water Resources;
- Stormwater Management;
- Indoor Environment Quality;
- Construction, Building & Waste Management;
- Building Materials;
- Transport; and
- Urban Ecology.

The site has been assessed using the BESS tool. BESS was developed by association of councils led by Moreland City Council. This tool assesses the energy and water efficiency, thermal comfort and overall environmental sustainability performance of new buildings or alterations. It was created to demonstrate how new development can meet sustainability requirements as part of a planning permit application for the participating council.

Each target area within the BESS tool generally receives a score of between 1% and 100%. A minimum score of 50% is required for the energy, water, stormwater and IEQ areas. An overall score of 50% represents 'Best Practice' while a score over 70% represent 'Excellence'. The result of the BESS assessment is included as Appendix C.

The Stormwater Treatment Objective – Relative Measure (STORM) calculator which addresses stormwater quality considerations has been used for the development to ensure that stormwater management best practice requirements have been achieved. The result of the STORM assessment is included as Appendix A.



SITE DESCRIPTION

The proposed site is located at 25 French Street, Thomastown. The 650.2m² site is currently occupied by a single storey house which is proposed to be demolished prior to the construction of the development. It is located in a residential area approximately 15kms north-east of the Melbourne CBD.

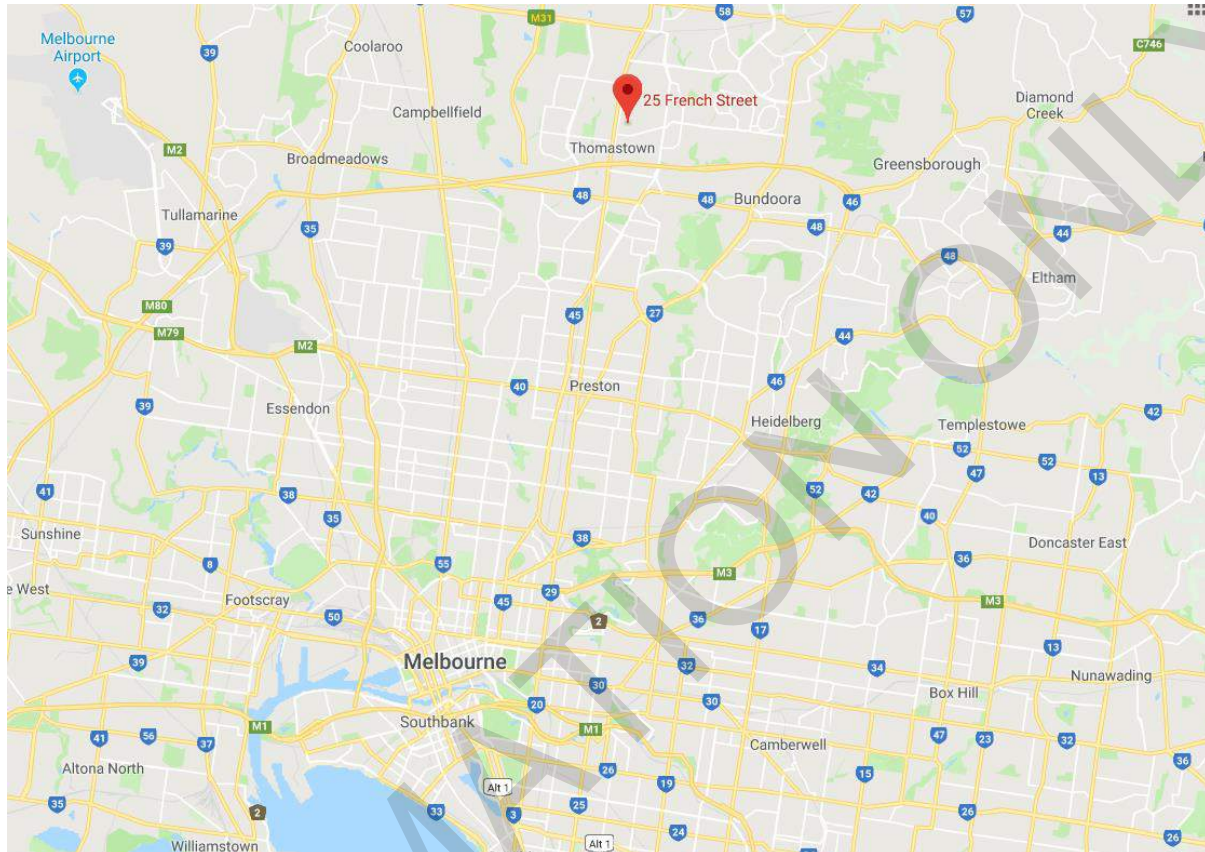


Figure 1: Location of the proposed development in Thomastown with relation to Melbourne CBD (Source: Google Maps)

PROPOSED DEVELOPMENT

The proposal consists of development of the site into six double storey townhouses (6 x 2-bedroom). The area of the site is 650.2m². Each townhouse will be provided with an undercover garage and a common driveway opening on French Street.

ENERGY EFFICIENCY

Energy and its key elements should be integrated into the design of the proposed development. These elements contribute to reducing greenhouse gas emissions by utilising energy efficient appliances, energy conservation measures and renewable energy.

Thermal Performance

Full energy ratings will be carried out at the building approval stage. All dwellings will achieve 6.0 Stars each with cooling load less than 28MJ/m². This will be achieved using appropriate insulation level in all external walls, roof and floors as well as the use of double glazing windows throughout habitable rooms. For the purpose of BESS assessment, minimum compliance figures have been assumed which will be met at the building approval stage.

Heating and Cooling Systems

Heating and cooling systems can account to up to 40% of a household's energy use. Therefore, to reduce the energy consumption heating and cooling will be provided by energy efficient air conditioners (chosen **within one star of the best available** product in the range at the time of purchase).

Hot Water Heating

Hot water for the townhouses will be provided with gas instantaneous hot water units chosen within one star of the best available.

Internal Lighting

Energy consumption from artificial lighting within the townhouses will be reduced by using LED lighting. A lighting level of 4W/m² will not be exceeded in the townhouses. The use of light internal colours will improve daylight penetration thus reducing the need for artificial lighting.

External Lighting

External lighting for the townhouses and common areas (driveway/pathway) will be LED and will include controls such as motion detectors or timers to minimise consumption during off-peak times.

Energy Efficient Appliances

All appliances if provided in the development as part of the base building work (e.g. dishwasher) will be chosen within one energy efficiency star of the best available.

Clothes Drying

External retractable clothes drying lines or racks will be provided for dwelling 6 within the identified private open spaces.

Light to Medium Coloured Roof

The roof colour for the development will be chosen with light to medium colour which will reduce the heat island effect and heat loads. Roofing material will have a solar reflectance of more than 0.15.

Water saving-use and reuse and its key elements should be integrated into the design of the proposed development. These principles contribute to reducing the water demand in addition to promoting water reuse. Stormwater management and its key elements should be integrated into the design of the proposed development. These principles contribute to ensuring natural systems are protected and enhanced whilst promoting on-site retention and aims to reduce runoff or peak flows.

Water Efficient Fittings

The development will include efficient fittings and fixtures to reduce the volume of mains water used in the development. The following WELS star ratings will be specified;

- Toilets – 4 Star;
- Taps (bathroom and kitchen) – 5 Star; and
- Showerhead – 4 Star with aeration device (6.0-7.5L/min).

Rainwater Collection & Use

Rainwater runoff from roof area of the development will be collected and stored in rainwater tanks¹ with total effective capacity of 12,000L (equivalent to 2,000L for each dwelling).

If required, a charged pipe system or multiple tanks will be installed to collect water from the roof of the development.

In the case of a charged pipe system, the charged pipes will not be running underneath the building footprint (slab) and the stakeholders (builder/developer/architect) will be required to explicitly acknowledge this solution and have the capacity to install it.

Rainwater collected will be used for toilet flushing in each townhouse as well as for irrigation (as required). These initiatives will reduce significantly the stormwater impacts of the development and help achieve compliance with the STORM calculator (See Appendix A).

Water Efficient Appliances

All appliances if provided in the development as part of the base building work (e.g. dishwasher) will be chosen within one WELS star of the best available.

Water Efficient Landscaping

Native or drought-tolerant plants will be implemented for the landscaped areas on site. Use of water or irrigation will not be required after an initial period when plants are getting established.

¹ Please note that any stormwater detention volume requirement for the site will be in addition to the proposed rainwater retention and that the proposed tank will not be directly topped up by mains water.

INDOOR ENVIRONMENT QUALITY

Indoor Environment Quality and its key elements should be integrated into the design of the proposed development. These elements play a significant role in the health, wellbeing and satisfaction of the development occupants. Facilitating a good (IEQ) design provides a naturally comfortable indoor environment and less dependence on building services such as, artificial lighting, mechanical ventilation and heating and cooling device.

Volatile Organic Compounds

All paints, adhesives and sealants and flooring will have low VOC content. Alternatively products will be selected with no VOCs. Paints such as eColour, or equivalent should be considered. Please refer to Appendix B for VOC limits.

Formaldehyde Minimisation

All engineered wood products will have 'low' formaldehyde emissions, certified as E0 or better. Alternatively products will be specified with no Formaldehyde. Products such as ecological panel – 100% post-consumer recycled wood (or similar) will be considered for use within the development. Please refer to Appendix B for formaldehyde limits.

Daylight Levels

Daylight penetration will be enhanced with the use of light internal colours to improve daylight reflection. All bedrooms and living rooms will be provided with windows to allow for natural sunlight and ventilation. There are no bedrooms which rely on borrowed daylight. Installation of mirrored wardrobe doors could improve even further the daylight spread within the bedrooms.

Double Glazing

Glazing will be chosen in accordance with the energy rating requirements at the building approval stage. However, as a minimum double glazing will be provided to all living areas and bedrooms. This will provide better thermal performance and reduce condensation which helps prevent the formation of mould within the dwellings.

Task Lighting

A higher illuminance level (300Lux) will be provided for all task areas (e.g. kitchen bench, bathroom basin) to ensure appropriate light is provided to do any tasks in these areas.

Ventilation

All kitchens will have a separate dedicated exhaust fan (range-hood) which will be directly exhausted out of the building.

All townhouses will have access to effective cross flow ventilation. It will provide fresh air to the occupants and reduce the need for mechanical cooling. Window locks and door catches will be included to encourage and improve natural ventilation in the dwellings.

Building Management and its key elements should be integrated into the design of the proposed development. These principles contribute to ensuring efficient and effective on-going building performance. Waste management and its key elements should be integrated into the design of the proposed development. These principles contribute to ensuring minimal waste is transported to landfill by means of disposal, recycling and on-site waste storage and/or collection methods.

Metering and Monitoring

Separate utility meters (water, gas and electricity) will be provided for each townhouse. This will allow residents to monitor and reduce their consumption.

Construction Waste Management

A waste management plan will be introduced to all on-site staff at a site orientation session to ensure that the waste generated on site is minimised and disposed of correctly. A minimum 80% of all construction and demolition waste generated on site will be reused or recycled.

Construction Environmental Management

The builder will identify environmental risks related to construction and include management strategies such as maintaining effective erosion and sediment control measures during construction and operation and ensure that appropriate staging of earthworks (e.g. avoid bare earthworks in high risk areas of the site during dominant rainfall period).

Operational Waste

Each townhouse will be provided with bins for both general and recycling waste. Recycling bins will be provided next to general waste bins in the kitchen.



Figure 2: Examples of kitchen receptacles for general waste and recycling.

TRANSPORT

The French Street site has been assessed using the “Walk Score” tool. This tool using Google maps takes into account the number of facilities within close proximity of the site and provides a score between 1 and 100, with 1 is very car dependent with all facilities far from the site and 100 represents a location that is easily accessible to several facilities by foot. The French Street development achieves a score of 80 out of 100, which is classified as “Very Walkable”. Walk score of 70+ indicates that the occupants can complete most daily errands without the need for a car.

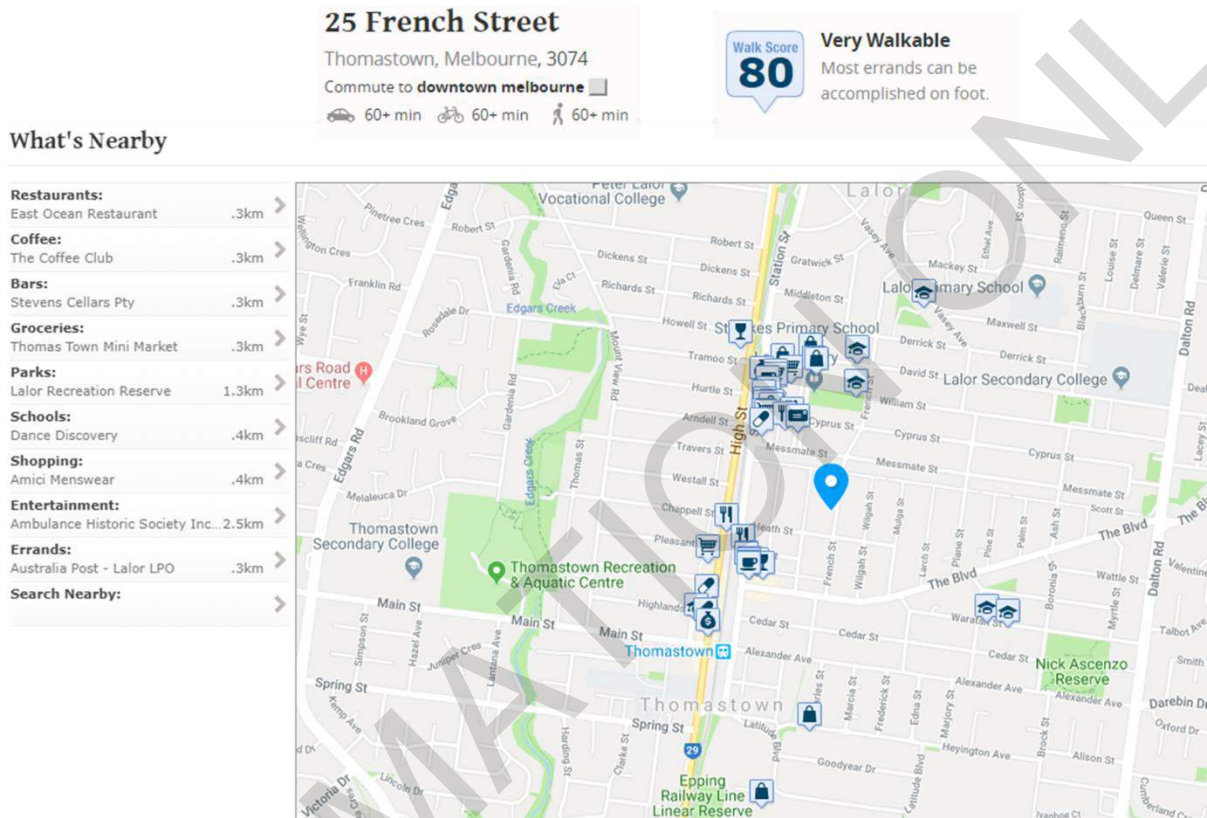


Figure 3: Walkscore for 25 French Street, Thomastown.

Bicycle Parking

Residents will be able to securely park their bicycle within each townhouse’s garage or POS. This will provide for a total of at least six bicycle spaces provided for residents and their visitors.

BUILDING MATERIALS

Materials selection should be integrated into the design of the proposed development. The criteria for appropriate materials used are based on economic and environmental cost.

Timber

All timber used in the development will be Forest Stewardship Council (FSC) or Program for the Endorsement of Forest Certification (PEFC) certified, or recycled / reused.

Flooring

The use of timber flooring will be preferred for all living areas and bedrooms. Wherever possible, flooring will be selected from products/materials certified under any of the following:

- Carpet Institute of Australia Limited, Environmental Certification Scheme (ECS) v1.2;
- Ecospecifier GreenTag GreenRate V3.2; and/or
- Good Environmental Choice (GECA).

Alternatively, flooring must be durable, include some eco-preferred content, be modular and/or come from a manufacturer with a product stewardship program and ISO 14001 certification.

Joinery

Wherever possible, joinery will be manufactured from materials/products certified under any of the following:

- Ecospecifier GreenTag GreenRate V3.1;
- Good Environmental Choice (GECA); and/or
- The Institute for Market Transformation to Sustainability (MTS) Sustainable Materials Rating Technology standard Version 4.0 – SmaRT 4.0.

The use of Ecological Panel (or equivalent) will be investigated, which is created from 100% post-consumer recycled products.

Non-toxic and Durable External Materials

All external materials used to construct the building will be long lasting and will be non-toxic.

Steel

Wherever possible, steel for the development will be sourced from a Responsible Steel Maker². Reinforcing steel for the project will be manufactured using energy reducing processes commonly used by large manufacturers such as Bluescope or OneSteel.

² A Responsible Steel Maker must have facilities with a currently valid and certified ISO 14001 Environmental Management System (EMS) in place, and be a member of the World Steel Association's (WSA) Climate Action Program (CAP).



URBAN ECOLOGY

In highly urbanised environments, such as metropolitan Melbourne, it is important to recognise the importance of maintaining and increasing the health of our urban ecosystems to improve living conditions not only for the fauna but also ourselves. We can improve our urban ecosystem through the incorporation of vegetation through landscaping for both new and existing developments.

Vegetation

Large landscaped area will be provided around the site and within the private open spaces. It will provide the occupants with a pleasant surrounding environment. The design will incorporate a mix of native species to help maintain local biodiversity.

Insulant ODP

All thermal insulation used in the development will not contain any ozone-depleting substances and will not use any in its manufacturing.

IMPLEMENTATION & MONITORING

The proposed French Street development will meet the best practice requirement of the City of Whittlesea through the different initiatives describe in this SDA such as thermally efficient building envelope, efficient air conditioning and hot water system and sustainable materials. An appropriate implementation and monitoring of the initiatives outlined within this SDA will be required.

Implementation of the ESD initiatives outlined in this report requires the following processes:

- Full integration with architectural plans and specifications
- Full integration with building services design drawings and specifications
- Endorsement of the ESD Report with town planning drawings
- ESD initiatives to be included in plans and specifications for building approval

New development must comply with the best practice performance target for suspended solids, total phosphorous and total nitrogen, as set out in the Urban Stormwater Best Practice Environmental Management Guidelines, Victoria Stormwater Committee 1999. Currently, these water quality performance targets require:

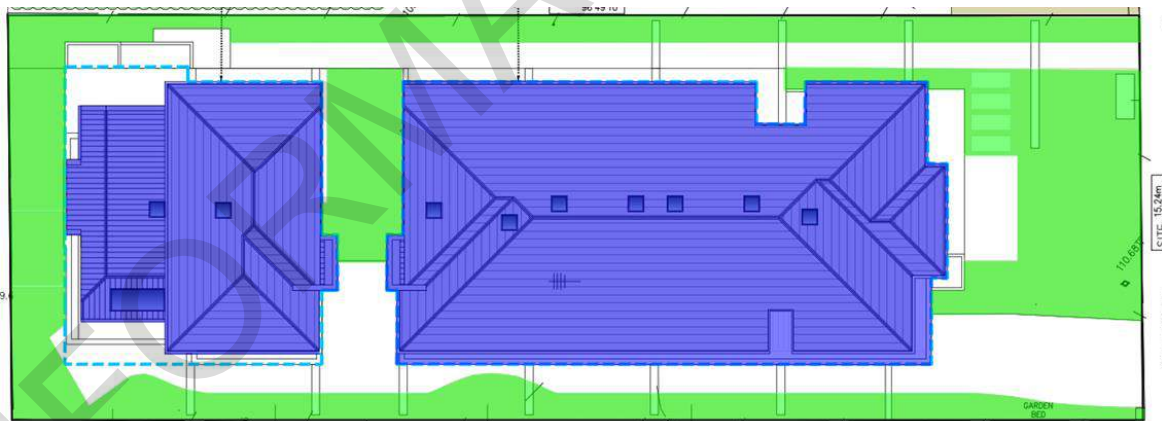
- Suspended Solids - 80% retention of typical urban annual load.
- Total Nitrogen - 45% retention of typical urban annual load.
- Total Phosphorus - 45% retention of typical urban annual load.
- Litter - 70% reduction of typical urban annual load.

The STORM tool, an industry accepted tool, was used to assess the development and ensure that the best practice targets described above are met. A minimum compliance score of 100% is required to achieve for the development.

Site Delineation

For the purpose of the assessment, the development has been delineated into the following surface types:

- Site area of 650.2m²;
- Roof area (excluding balconies) runoff of 303.8m² which will be diverted into rainwater tank(s);
- Permeable area of 190.4m² comprised of landscaped area and other pervious surfaces in the backyards;
- Remainder of impervious areas of 156m² comprised of untreated driveway, balconies and other impervious areas around the site.



- Roof catchment to rainwater tank
- Permeable landscaped areas
- Untreated impervious areas

Figure 4: WSUD Plan

Stormwater initiatives

Rainwater Tank

(Rainwater tank for toilet flushing for each dwelling)

The roof catchment area (as described above) will be diverted to rainwater tank(s) with total effective capacity of 12,000L (equivalent to 2,000L for each townhouse). The rainwater collected will be used for toilet flushing and irrigation (as required) in all townhouses.

If required, a charged pipe system or multiple tanks will be installed to collect water from the roof of the development.

In the case of a charged pipe system, the charged pipes will not be running underneath the slab and the stakeholders (builder/developer/architect) will be required to explicitly acknowledge this solution and have the capacity to install it.

The remainder of impervious areas will directly be released at the legal point of discharge on site.

Permeable areas are excluded from the STORM assessment.

Stormwater Results

The initiatives and areas described above have been applied to the STORM calculator and the proposed development has achieved a score of 105%.



STORM Rating Report

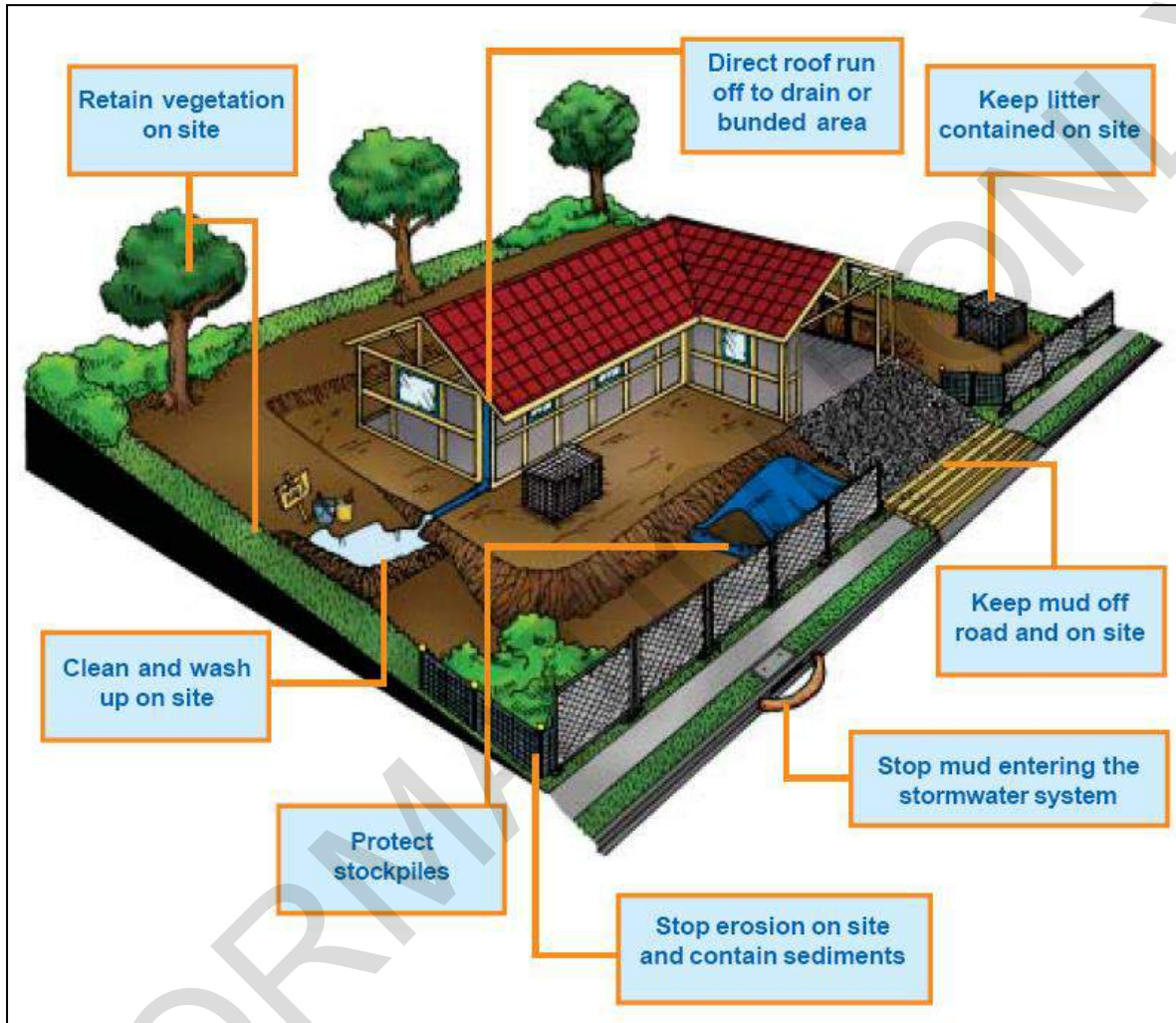
TransactionID: 1157339
 Municipality: WHITTLESEA
 Rainfall Station: WHITTLESEA
 Address: 25 French Street
 Thomastown
 VIC 3074
 Assessor: Frater Consulting Services
 Development Type: Residential - Multiunit
 Allotment Site (m2): 650.20
 STORM Rating %: 105

Description	Impervious Area (m2)	Treatment Type	Treatment Area/Volume (m2 or L)	Occupants / Number Of Bedrooms	Treatment %	Tank Water Supply Reliability (%)
Roof U1-U4 to RWT	214.40	Rainwater Tank	8,000.00	8	154.00	87.60
Roof U5-U6 to RWT	89.40	Rainwater Tank	4,000.00	4	172.00	82.00
Remainder of impervious	156.00	None	0.00	0	0.00	0.00

Stormwater Management at Construction Site Planning Permit No: 718485

Endorsed to show compliance with Condition (s) 2,3 & 4
Sheet 23 of 40 Date: 10/08/2021

To manage stormwater management in the construction stage, measures will be put in place to minimise the likelihood of contaminating stormwater. This will mean ensuring buffer strips are in place, sediment traps are installed, and the site will be kept clean from any loose rubbish. The builder will follow the process outlined in "Keeping Our Stormwater Clean – A Builder's Guide" by Melbourne Water.



Copies of "Keeping Our Stormwater Clean – A Builder's Guide" booklet can be obtained from Melbourne Water by ringing on 131 722 or can be downloaded from the following website.

http://www.melbournewater.com.au/content/library/rivers_and_creeks/keeping_our_stormwater_clean-a_builders_guide.pdf

The following table are an extract of the Green Star Design and Built submission guidelines

Table 13.1.1: Maximum TVOC Limits for Paints, Adhesives and Sealants

Product Category	Max TVOC content in grams per litre (g/L) of ready to use product.
General purpose adhesives and sealants	50
Interior wall and ceiling paint, all sheen levels	16
Trim, varnishes and wood stains	75
Primers, sealers and prep coats	65
One and two pack performance coatings for floors	140
Acoustic sealants, architectural sealant, waterproofing membranes and sealant, fire retardant sealants and adhesives	250
Structural glazing adhesive, wood flooring and laminate adhesives and sealants	100

The product complies with the Total VOC (TVOC) limits specified in the Table below.

Carpet Test Standards and TVOC Emissions Limits

Test protocol	Limit
ASTM D5116 - Total VOC limit	0.5mg/m ² per hour
ASTM D5116 - 4-PC (4-Phenylcyclohexene)	0.05mg/m ² per hour
ISO 16000 / EN 13419 - TVOC at three days	0.5 mg/m ² per hour
ISO 10580 / ISO/TC 219 (Document N238) - TVOC at 24 hours	0.5mg/m ² per hour

Table 13.2: Formaldehyde Emission Limit Values for Engineered Wood Products

Test Protocol	Emission Limit Unit of Measurement
AS/NZS 2269:2004, testing procedure AS/NZS 2098.11:2005 method 10 for Plywood	≤1mg/ L
AS/NZS 1859.1:2004 - Particle Board, with use of testing procedure AS/NZS 4266.16:2004 method 16	≤1.5 mg/L
AS/NZS 1859.2:2004 - MDF, with use of testing procedure AS/NZS 4266.16:2004 method 16	≤1mg/ L
AS/NZS 4357.4 - Laminated Veneer Lumber (LVL)	≤1mg/ L
Japanese Agricultural Standard MAFF Notification No.701 Appendix Clause 3 (11) - LVL	≤1mg/ L
JIS A 5908:2003- Particle Board and Plywood, with use of testing procedure JIS A 1460	≤1mg/ L
JIS A 5905:2003 - MDF, with use of testing procedure JIS A 1460	≤1mg/ L
JIS A1901 (not applicable to Plywood, applicable to high pressure laminates and compact laminates)	≤0.1 mg/m ² hr*
ASTM D5116 (applicable to high pressure laminates and compact laminates)	≤0.1 mg/m ² hr
ISO 16000 part 9, 10 and 11 (also known as EN 13419), applicable to high pressure laminates and compact laminates	≤0.1 mg/m ² hr (at 3 days)
ASTM D6007	≤0.12mg/m ³ **
ASTM E1333	≤0.12mg/m ³ **
EN 717-1 (also known as DIN EN 717-1)	≤0.12mg/m ³
EN 717-2 (also known as DIN EN 717-2)	≤3.5mg/m ² hr

*mg/m²hr may also be represented as mg/m²/hr.

APPENDIX C – BESS ASSESSMENT

INFORMATION ONLY

BESS Report

Built Environment Sustainability Scorecard

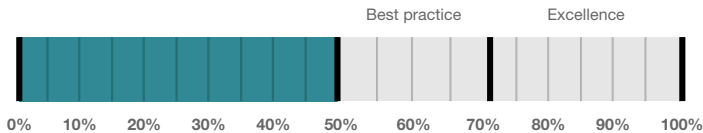


PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No. 718485
Endorsed to show compliance with Condition (s) 2, 3 & 4
Sheet 27 of 40 Date: 10/08/2021

This BESS report outlines the sustainable design commitment of the proposed development at 25 French St, Thomastown VIC 3074. The BESS report and accompanying documents and evidence are submitted in response to the requirement for a Sustainable Design Assessment or Sustainability Management Plan at Whittlesea City Council.

Note that where a Sustainability Management Plan is required, the BESS report must be accompanied by a report that further demonstrates the development's potential to achieve the relevant environmental performance outcomes and documents the means by which the performance outcomes can be achieved.

Your BESS Score



50%

Project details

Address 25 French St Thomastown VIC 3074
Project no D59932CB-R1
BESS Version BESS-6

Site type Multi dwelling (dual occupancy, townhouse, villa unit etc)
Account lu@fraterconsultingservices.com.au
Application no.
Site area 650 m²
Building floor area 539.4 m²
Date 18 May 2021
Software version 1.7.0-B.360



Performance by category

● Your development ● Maximum available

Category	Weight	Score	Pass
Management	5%	0%	*
Water	9%	50%	✓
Energy	28%	50%	✓
Stormwater	14%	100%	✓
IEQ	17%	80%	✓
Transport	9%	33%	*
Waste	6%	0%	*
Urban Ecology	6%	37%	*
Innovation	9%	0%	*

Dwellings & Non Res Spaces

Dwellings	Quantity	Area	% of Total Area
Name			
Townhouse			
Dwelling 1	1	108 m ²	20%
Dwelling 5		89.1 m ²	16%
Dwelling 4	1	87.1 m ²	16%
Dwelling 3	1	87.1 m ²	16%
Dwelling 6	1	81.8 m ²	15%
Dwelling 2	1	85.3 m ²	15%
Total	6	539 m²	100%

PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 718485
Endorsed to show compliance with Condition (s) 2,3 & 4
Sheet 28 of 40 Date: 10/08/2021

Supporting information

Floorplans & elevation notes

Credit	Requirement	Response	Status
Water 3.1	Water efficient garden annotated		-
Energy 3.3	External lighting sensors annotated		-
Energy 3.4	Clothes line annotated (if proposed)		-
Stormwater 1.1	Location of any stormwater management systems used in STORM or MUSIC modelling (e.g. Rainwater tanks, raingarden, buffer strips)		-
IEQ 2.2	Dwellings meeting the requirements for having 'natural cross flow ventilation'		-
IEQ 3.1	Glazing specification to be annotated		-
IEQ 3.3	North-facing living areas		-
Transport 1.1	All nominated residential bicycle parking spaces		-
Urban Ecology 2.1	Vegetated areas		-

Supporting evidence

Credit	Requirement	Response	Status
Energy 3.5	Provide a written description of the average lighting power density to be installed in the development and specify the lighting type(s) to be used.		-
Stormwater 1.1	STORM report or MUSIC model		-
IEQ 2.2	A list of dwellings with natural cross flow ventilation		-
IEQ 3.1	Reference to floor plans or energy modelling showing the glazing specification (U-value and Solar Heat Gain Coefficient, SHGC)		-
IEQ 3.3	Reference to the floor plans showing living areas orientated to the north.		-

Credit summary

Management Overall contribution 4.5%		PLANNING & ENVIRONMENT ACT 1987 WHITTLESEA PLANNING SCHEME Planning Permit No: 718485 Endorsed to show compliance with Condition (s) 2,3 & 4 Sheet 29 of 40 Date: 10/08/2021
1.1 Pre-Application Meeting	0%	
2.2 Thermal Performance Modelling - Multi-Dwelling Residential	0%	
4.1 Building Users Guide	0%	

Water Overall contribution 9.0%

Minimum required 50%		50% ✓ Pass
1.1 Potable water use reduction	40%	
3.1 Water Efficient Landscaping	100%	


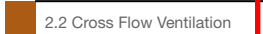
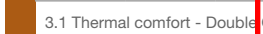


Energy Overall contribution 27.5%

Minimum required 50%		50% ✓ Pass
1.2 Thermal Performance Rating - Residential	0%	
2.1 Greenhouse Gas Emissions	100%	
2.2 Peak Demand	0%	
2.3 Electricity Consumption	100%	
2.4 Gas Consumption	100%	
2.5 Wood Consumption	N/A	✦ Scoped Out
No wood heating system present		
3.2 Hot Water	100%	
3.3 External Lighting	100%	
3.4 Clothes Drying	100%	
3.5 Internal Lighting - Residential Single Dwelling	100%	
4.4 Renewable Energy Systems - Other	N/A	⊘ Disabled
No other (non-solar PV) renewable energy is in use.		
4.5 Solar PV - Houses and Townhouses	N/A	⊘ Disabled
No solar PV renewable energy is in use.		





Stormwater Overall contribution 13.5%

Minimum required 100%		100% ✓ Pass
1.1 Stormwater Treatment	100%	

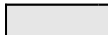

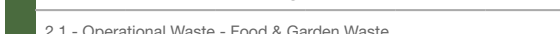
IEQ Overall contribution 16.5%

		Minimum required 50%	80%	✓ Pass
PLANNING & ENVIRONMENT ACT 1987 WHITTLESEA PLANNING SCHEME Planning Permit No: 718485 Endorsed to show compliance with Condition (s) 2,3 & 4 Sheet 30 of 40 Date: 10/08/2021				
2.2 Cross Flow Ventilation			100%	
3.1 Thermal comfort - Double Glazing			100%	
3.2 Thermal Comfort - External Shading			0%	
3.3 Thermal Comfort - Orientation			0%	


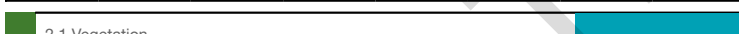




Transport Overall contribution 9.0%

			33%
1.1 Bicycle Parking - Residential			100%
1.2 Bicycle Parking - Residential Visitor			0%
2.1 Electric Vehicle Infrastructure			0%


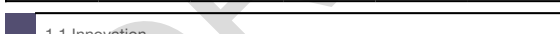
Waste Overall contribution 5.5%

			0%
1.1 - Construction Waste - Building Re-Use			0%
2.1 - Operational Waste - Food & Garden Waste			0%

Urban Ecology Overall contribution 5.5%

			37%
2.1 Vegetation			75%
2.2 Green Roofs			0%
2.3 Green Walls and Facades			0%
2.4 Private Open Space - Balcony / Courtyard Ecology			0%
3.1 Food Production - Residential			0%

Innovation Overall contribution 9.0%

			0%
1.1 Innovation		N/A	⊘ Disabled
Please enter at least one innovation.			

Credit breakdown

Management

Overall contribution 0%

PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 718485
Endorsed to show compliance with Condition (s) 2,3 & 4
Sheet 31 of 40 Date: 10/08/2024

1.1 Pre-Application Meeting 0%

Score Contribution

This credit contributes 5.00% towards the category score.

Criteria

Has an ESD professional been engaged to provide sustainability advice from schematic design to construction? AND Has the ESD professional been involved in a pre-application meeting with Council?

Question

Criteria Achieved ?

Project

No

2.2 Thermal Performance Modelling - Multi-Dwelling 0%

Residential

Score Contribution

This credit contributes 33.3% towards the category score.

Criteria

Have preliminary NatHERS ratings been undertaken for all thermally unique dwellings?

Question

Criteria Achieved ?

Townhouse

No

4.1 Building Users Guide 0%

Score Contribution

This credit contributes 16.7% towards the category score.

Criteria

Will a building users guide be produced and issued to occupants?

Question

Criteria Achieved ?

Project

No

Water Overall contribution 4% Minimum required 50%

PLANNING & ENVIRONMENT ACT 1987
 WHITTLESEA PLANNING SCHEME
 Planning Permit No: 718485
 Endorsed to show compliance with Condition (s) 2,3 & 4
 Sheet 32 of 40 Date: 10/08/2021

Water Approach

What approach do you want to use for Water? (Use the built in calculation tools)

Project Water Profile Question

Do you have a reticulated third pipe or an on-site water recycling system? No

Are you installing a swimming pool? No

Are you installing a rainwater tank? Yes

Water fixtures, fittings and connections

Showerhead	All	4 Star WELS (>= 6.0 but <= 7.5)
Bath	All	Scope out
Kitchen Taps	All	>= 5 Star WELS rating
Bathroom Taps	All	>= 5 Star WELS rating
Dishwashers	All	>= 5 Star WELS rating
WC	All	>= 4 Star WELS rating
Urinals	All	Scope out
Washing Machine Water Efficiency	All	Occupant to Install
Which non-potable water source is the dwelling/space connected to?	Dwelling 1 - Dwelling 6	RWT
	Dwelling 4	RWT
Non-potable water source connected to Toilets	All	Yes
Non-potable water source connected to Laundry (washing machine)	All	No
Non-potable water source connected to Hot Water System	All	No

Rainwater Tanks

What is the total roof area connected to the rainwater tank?	RWT	214 m ²
	RWT	89.4 m ²
Tank Size	RWT	8,000 Litres
	RWT	4,000 Litres
Irrigation area connected to tank	RWT	-
	RWT	-
Other external water demand connected to tank?	RWT	-
	RWT	-

1.1 Potable water use reduction

40%

Score Contribution	This credit contributes 83.3% towards the category score.
Criteria	What is the reduction in total potable water use due to efficient fixtures, appliances, rainwater use and recycled water use? To achieve points in this credit there must be >25% potable water reduction.
Output	Reference
Project	807 kL
Output	Proposed (excluding rainwater and recycled water use)
Project	646 kL
Output	Proposed (including rainwater and recycled water use)
Project	579 kL
Output	% Reduction in Potable Water Consumption
Project	28 %
Output	% of connected demand met by rainwater
Project	83 %
Output	How often does the tank overflow?
Project	Very Often
Output	Opportunity for additional rainwater connection
Project	306 kL

PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 718485
Endorsed to show compliance with Condition (s) 2,3 & 4
Sheet 33 of 40 Date: 10/08/2021

3.1 Water Efficient Landscaping

100%

Score Contribution	This credit contributes 16.7% towards the category score.
Criteria	Will water efficient landscaping be installed?
Question	Criteria Achieved ?
Project	Yes

Energy Overall contribution 14% Minimum required 50%

PLANNING & ENVIRONMENT ACT 1987
 WHITTLESEA PLANNING SCHEME
 Planning Permit No: 718485
 Endorsed to show compliance with Condition (s) 2,3 & 4
 Sheet 34 of 40 Date: 10/08/2021

Dwellings Energy Approach

What approach do you want to use for Energy? Use the built in calculation tools

Project Energy Profile Question

Are you installing any solar photovoltaic (PV) system(s)? No

Are you installing any other renewable energy system(s)? No

Gas supplied into building Natural Gas

Dwelling Energy Profiles

Below the floor is	All	Ground or Carpark
Above the ceiling is	All	Outside
Exposed sides	Dwelling 1 -	3
	Dwelling 6	
	Dwelling 2 -	2
	Dwelling 4	
NatHERS Annual Energy Loads - Heat	All	110 MJ/sqm
NatHERS Annual Energy Loads - Cool	All	28.0 MJ/sqm
NatHERS star rating	All	6.0
Heating System Efficiency	All	4 Star
Type of Cooling System	All	Refrigerative space
Central Hot Water System	All	No
% Contribution from solar hot water system	All	-
Clothes Line	Dwelling 1 -	A No drying facilities
	Dwelling 5	
	Dwelling 6	D Private outdoor clothesline

1.2 Thermal Performance Rating - Residential 0%

Score Contribution	This credit contributes 30.0% towards the category score.
Criteria	What is the average NatHERS rating?
Output	Average NATHERS Rating (Weighted)
Townhouse	6.0 Stars

2.1 Greenhouse Gas Emissions 100%

Score Contribution	This credit contributes 10.0% towards the category score.
Criteria	What is the % reduction in annual greenhouse gas emissions against the benchmark?
Output	Reference Building with Reference Services (BCA only)
Townhouse	24,193 kg CO2
Output	Proposed Building with Proposed Services (Actual Building)
Townhouse	15,070 kg CO2
Output	% Reduction in GHG Emissions
Townhouse	37 %

2.2 Peak Demand 0%

Score Contribution	This credit contributes 5.0% towards the category score.
Criteria	What is the % reduction in instantaneous (peak-hour) demand against the benchmark?

2.3 Electricity Consumption

100%

Score Contribution	This credit contributes 10.0% towards the category score.
Criteria	What is the % reduction in annual electricity consumption against the benchmark?
Output	Reference
Townhouse	13,536 kWh
Output	Proposed
Townhouse	7,723 kWh
Output	Improvement
Townhouse	42 %

PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 718485
Endorsed to show compliance with Condition (s) 2,3 & 4
Sheet 35 of 40 Date: 10/08/2021

2.4 Gas Consumption

100%

Score Contribution	This credit contributes 10.0% towards the category score.
Criteria	What is the % reduction in annual gas consumption against the benchmark?
Output	Reference
Townhouse	202,070 MJ
Output	Proposed
Townhouse	139,930 MJ
Output	Improvement
Townhouse	30 %

2.5 Wood ConsumptionN/A ✦ Scoped Out

This credit was scoped out	No wood heating system present
----------------------------	--------------------------------

3.2 Hot Water

100%

Score Contribution	This credit contributes 5.0% towards the category score.
Criteria	What is the % reduction in annual energy consumption (gas and electricity) of the hot water system against the benchmark?
Output	Reference
Townhouse	23,358 kWh
Output	Proposed
Townhouse	14,874 kWh
Output	Improvement
Townhouse	36 %

3.3 External Lighting

100%

Score Contribution	This credit contributes 5.0% towards the category score.
Criteria	Is the external lighting controlled by a motion detector?
Question	Criteria Achieved ?
Townhouse	Yes

3.4 Clothes Drying		100%
Score Contribution	This credit contributes 5.0% towards the category score.	
Criteria	What is the % reduction in annual energy consumption (gas and electricity) from a combination of clothes lines and efficient driers against the benchmark?	
Output	Reference	
Townhouse	3,137 kWh	
Output	Proposed	
Townhouse	2,740 kWh	
Output	Improvement	
Townhouse	12 %	
3.5 Internal Lighting - Residential Single Dwelling		100%
Score Contribution	This credit contributes 5.0% towards the category score.	
Criteria	Does the development achieve a maximum illumination power density of 4W/sqm or less?	
Question	Criteria Achieved?	
Townhouse	Yes	
4.4 Renewable Energy Systems - Other		N/A <input checked="" type="checkbox"/> Disabled
This credit is disabled	No other (non-solar PV) renewable energy is in use.	
4.5 Solar PV - Houses and Townhouses		N/A <input checked="" type="checkbox"/> Disabled
This credit is disabled	No solar PV renewable energy is in use.	

PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 718485
Endorsed to show compliance with Condition (s) 2,3 & 4
Sheet 36 of 40 Date: 10/08/2021

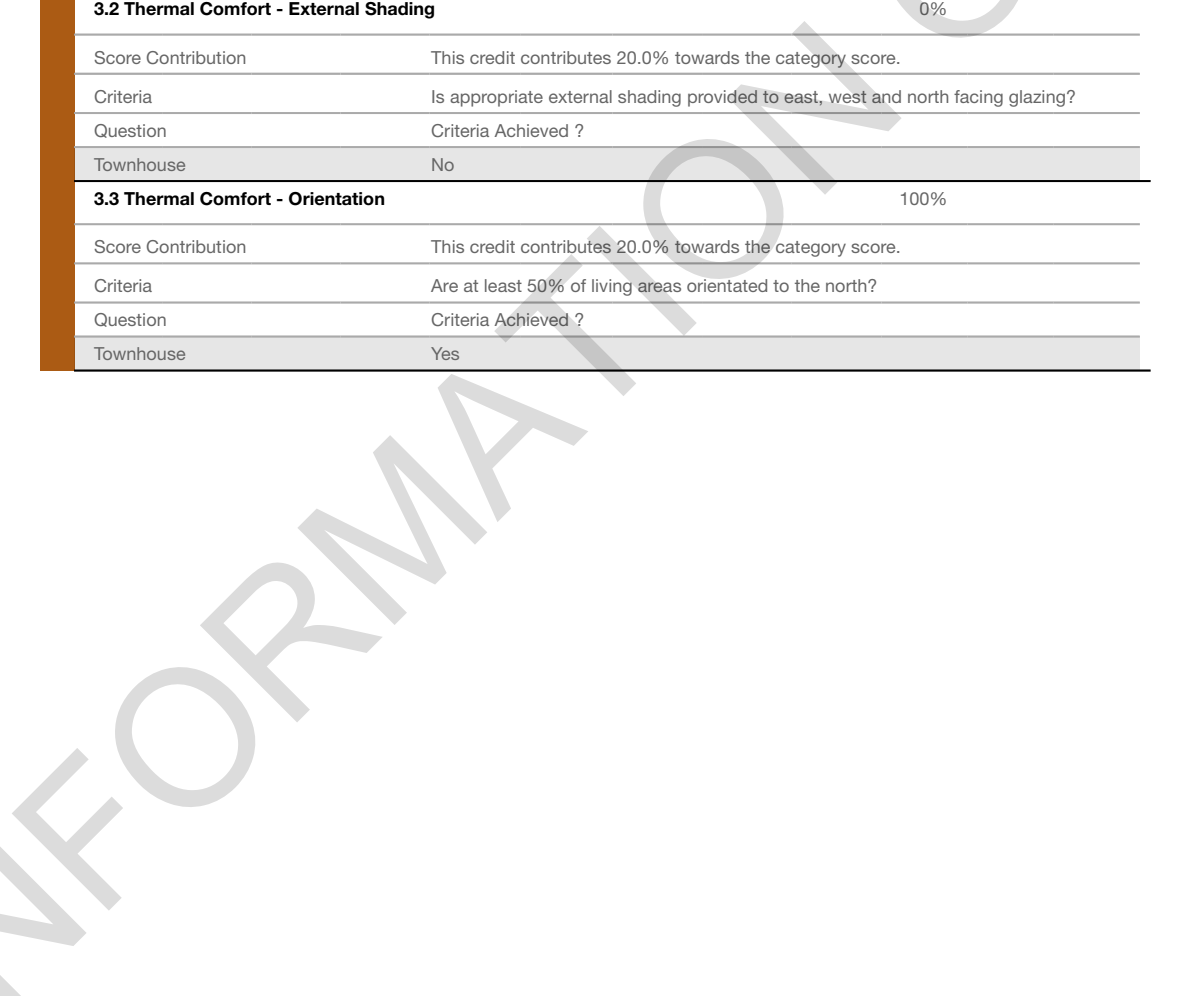
Stormwater Overall contribution 14% Minimum required 100%

Which stormwater modelling are you using?	Melbourne Water STORM tool
1.1 Stormwater Treatment	
100%	
Score Contribution	This credit contributes 100.0% towards the category score.
Criteria	Has best practice stormwater management been demonstrated?
Question	STORM score achieved
Project	105
Output	Min STORM Score
Project	100

IEQ Overall contribution 13% Minimum required 50%

2.2 Cross Flow Ventilation		100%
Score Contribution	This credit contributes 40.0% towards the category score.	
Criteria	Are all habitable rooms provided with cross flow ventilation?	
Question	Criteria Achieved ?	
Townhouse	Yes	
3.1 Thermal comfort - Double Glazing		100%
Score Contribution	This credit contributes 40.0% towards the category score.	
Criteria	Is double glazing (or better) used to all habitable areas?	
Question	Criteria Achieved ?	
Townhouse	Yes	
3.2 Thermal Comfort - External Shading		0%
Score Contribution	This credit contributes 20.0% towards the category score.	
Criteria	Is appropriate external shading provided to east, west and north facing glazing?	
Question	Criteria Achieved ?	
Townhouse	No	
3.3 Thermal Comfort - Orientation		100%
Score Contribution	This credit contributes 20.0% towards the category score.	
Criteria	Are at least 50% of living areas orientated to the north?	
Question	Criteria Achieved ?	
Townhouse	Yes	

PLANNING & ENVIRONMENT ACT 1987
 WHITLESEA PLANNING SCHEME
 Planning Permit No: 719485
 Endorsed to show compliance with Condition (s) 2,3 & 4
 Sheet 37 of 40 Date: 10/08/2021



Transport Overall contribution 3%

1.1 Bicycle Parking - Residential	100%
Score Contribution	This credit contributes 33.3% towards the category score.
Criteria	How many secure bicycle spaces are there per 4 dwellings for residents?
Question	Criteria Achieved ?
Townhouse	6
Output	Min Bicycle Spaces Required
Townhouse	6
1.2 Bicycle Parking - Residential Visitor	0%
Score Contribution	This credit contributes 33.3% towards the category score.
Criteria	How many secure bicycle spaces are there per 5 dwellings for visitors?
Question	Visitor Bicycle Spaces Provided ?
Townhouse	-
2.1 Electric Vehicle Infrastructure	0%
Score Contribution	This credit contributes 33.3% towards the category score.
Criteria	Are facilities provided for the charging of electric vehicles?
Question	Criteria Achieved ?
Project	No

PLANNING & ENVIRONMENT ACT 1987
 WHITELSEA PLANNING SCHEME
 Planning Permit No: 718485
 Endorsed to show compliance with Condition (s) 2,3 & 4
 Sheet 38 of 40 Date: 10/08/2021

Waste Overall contribution 0%

1.1 - Construction Waste - Building Re-Use	0%
Score Contribution	This credit contributes 50.0% towards the category score.
Criteria	If the development is on a site that has been previously developed, has at least 30% of the existing building been re-used?
Question	Criteria Achieved ?
Project	No
2.1 - Operational Waste - Food & Garden Waste	0%
Score Contribution	This credit contributes 50.0% towards the category score.
Criteria	Are facilities provided for on-site management of food and garden waste?
Question	Criteria Achieved ?
Project	No

Urban Ecology Overall contribution 2%

2.1 Vegetation		75%
Score Contribution	This credit contributes 12.5% towards the category score.	
Criteria	How much of the plot is covered with vegetation as a percentage of the total site area?	
Annotation	At least 20% of the site area will be covered with vegetation	
Question	Percentage Achieved ?	
Project	20 %	
2.2 Green Roofs		0%
Score Contribution	This credit contributes 12.5% towards the category score.	
Criteria	Does the development incorporate a green roof?	
Question	Criteria Achieved ?	
Project	No	
2.3 Green Walls and Facades		0%
Score Contribution	This credit contributes 12.5% towards the category score.	
Criteria	Does the development incorporate a green wall or green façade?	
Question	Criteria Achieved ?	
Project	No	
2.4 Private Open Space - Balcony / Courtyard Ecology		0%
Score Contribution	This credit contributes 12.5% towards the category score.	
Criteria	Is there a tap and floor waste on every balcony / in every courtyard?	
Question	Criteria Achieved ?	
Townhouse	No	
3.1 Food Production - Residential		0%
Score Contribution	This credit contributes 12.5% towards the category score.	
Criteria	What area of space per resident is dedicated to food production?	
Question	Food Production Area	
Townhouse	-	
Output	Min Food Production Area	
Townhouse	4 m ²	

PLANNING & ENVIRONMENT ACT 1987
WHITLEESA PLANNING SCHEME
Planning Permit No: 718485
Endorsed to show compliance with Condition (s) 2,3 & 4
Sheet 39 of 40 Date: 10/08/2024

Innovation Overall contribution 0%

1.1 Innovation	N/A	<input checked="" type="checkbox"/> Disabled
This credit is disabled	Please enter at least one innovation.	

Disclaimer

The Built Environment Sustainability Scorecard (BESS) has been provided for the purpose of information and communication. While we make every effort to ensure that material is accurate and up to date (except where denoted as 'archival'), this material does in no way constitute the provision of professional or specific advice. You should seek appropriate, independent, professional advice before acting on any of the areas covered by BESS.

The Municipal Association of Victoria (MAV) and CASBE (Council Alliance for a Sustainable Built Environment) member councils do not guarantee, and accept no legal liability whatsoever arising from or connected to, the accuracy, reliability, currency or completeness of BESS, any material contained on this website or any linked sites

PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 718485
Endorsed to show compliance with Condition (s) 2,3 & 4
Sheet 40 of 40 Date: 10/08/2021

INFORMATION ONLY

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Anne Aponso
Level 21 North Tower 459 Collins Street
MELBOURNE 3000

Client Reference: PM1750653

NO PROPOSALS. As at the 25th November 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®.

25 FRENCH STREET, THOMASTOWN 3074
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: 25th November 2022

Telephone enquiries regarding content of certificate: 13 11 71



Residential Tenancy Agreement

25 French Street, Thomastown VIC 3074

Elite Property Advisory Pty Ltd As Trustee for Elite Property Rentals Unit Trust Trading
As Elite Property Rentals
38A Church Street, Brighton, VIC 3186
(03) 9592 1122

Easterbrook Asset Holdings Pty Ltd
Dive Time Pty Ltd

Gulstan Khdher
Jaloud Djwer



Schedule

Item 1. Date of Agreement

Date 09 September 2020

Item 2. Landlord

Name Dive Time Pty Ltd
Name Easterbrook Asset Holdings Pty Ltd
Address C/- 38A Church Street, Brighton, VIC 3186

Item 3. Agent

Name Elite Property Rentals
Address 38A Church Street, Brighton, VIC 3186

Item 4. Tenant(s)

Name Jaloud Djwer
Address 25 French Street, Thomastown VIC 3074
Name Gulstan Khdher
Address 25 French Street, Thomastown VIC 3074

Item 5. Premises

Address 25 French Street, Thomastown VIC 3074

Item 6. Rental

Amount (per calendar month) \$1,629.00
Payable on the 22nd day of every month in advance

Item 7. Rental payments To

To Agent by Direct Transfer

Item 8. Bond

Amount \$2,250.00

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

Item 9. Urgent repairs

The Landlord authorises the Agent to undertake urgent repairs up to \$1800.00 Telephone number for urgent repairs:

Contact (03) 9592 1122

Item 10. Fixed term agreement

Term 12 Calendar Months

Item 11. Commencement date

Date 22 September 2020

Item 12. Termination date

Date 21 September 2021

Terms and Conditions

1. This Agreement

is made on the date specified in the Schedule hereto between the Landlord whose name and address is specified in the Schedule whose agent is specified in the Schedule and the Tenant whose name and address is specified in the Schedule.

Premises and Rent

The Landlord lets to the Tenant the premises specified in the Schedule together with those items indicated in the Schedule, for which the RENTAL shall be the amount specified in the Schedule of which the first instalment is payable on the date specified in the Schedule and payable by the Tenant to the party specified in the Schedule

Bond

The Tenant shall pay a bond of the amount specified in the Schedule to the Landlord / Agent on or before the signing of this Agreement.

In accordance with the Residential Tenancies Act 1997 the Landlord / Agent must lodge the bond with the Residential Tenancies Authority within 5 business days of receiving the bond.

Fixed term tenancy

The term of this Agreement shall be specified in the Schedule commencing on the date specified in the Schedule and ending on the date specified in the Schedule and unless either party terminates this Agreement in accordance with the provisions of the Residential Tenancies Act 1997 this Agreement shall then continue as a periodic tenancy

or

Periodic tenancy

This Agreement shall commence on the date specified in the Schedule and continue until terminated in accordance with the Residential Tenancies Act 1997.

I hereby acknowledge that I have read and understood the above conditions.

2. Condition of the Premises

(a) The Landlord must make sure that the Premises are maintained in good repair.

(b) If the Landlord owns or controls the common areas relating to those premises, the Landlord must take reasonable steps to ensure that the common areas are maintained in good repair.

I hereby acknowledge that I have read and understood the above conditions.

3. Damage to the Premises

(a) The Tenant shall make sure that care is taken to avoid damaging the premises.

(b) The Tenant shall give notice to the Landlord of any damage to the premises as soon as the Tenant becomes aware of the damage.

I hereby acknowledge that I have read and understood the above conditions.

4. Cleanliness of the Premises

(a) The Landlord shall make sure that the premises are in a reasonably clean condition on the day on which it is agreed that the Tenant shall enter in to occupation of the premises.

(b) The Tenant shall keep the premises in a reasonably clean condition during the period of Agreement.

I hereby acknowledge that I have read and understood the above conditions.

5. Use of Premises

(a) The Tenant shall not use or allow the premises to be used for any illegal purpose.

(b) The Tenant shall not use or allow the premises to be used in such a manner as to cause a nuisance.

I hereby acknowledge that I have read and understood the above conditions.

6. Quiet enjoyment

The Landlord shall take all reasonable steps to make sure that the Tenant has quiet enjoyment of the premises.

I hereby acknowledge that I have read and understood the above conditions.

7. Assignment or sub-letting

(a) The Tenant shall not assign or sub-let the whole or any part of the premises without the consent of the Landlord. The Landlord's consent shall not be unreasonably withheld.

(b) The Landlord shall not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred in relation to the preparation of an assignment in writing of this Agreement.

I hereby acknowledge that I have read and understood the above conditions.

8. Residential Tenancies Act 1997

Both parties to this Agreement shall comply with the provisions of the Residential Tenancies Act 1997 as they apply to each party. (Note: Reference should be made to Part 2 of the Residential Tenancies Act 1997 for further rights and duties).

I hereby acknowledge that I have read and understood the above conditions.

Additional terms

Additional terms which do not take away the rights and duties included in the Residential Tenancies Act 1997 may be set out in this Section.

9. Water consumption & utilities

The Tenant shall pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil and telephone where the rented premises is separately metered for these services.

I hereby acknowledge that I have read and understood the above conditions.

10. Condition report

The Tenant acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to the Agent within 3 business days after entering into occupation 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 rented premises, as at the commencement of this tenancy.

I hereby acknowledge that I have read and understood the above conditions.

11. Insurance

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.

The Tenant agrees to pay the Landlord any excess amount charged or any 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 responsible damage] as a result of any damage that has been caused by the Tenant, or by anyone on the premises with the consent of the Tenant that is covered under the insurance policy.

I hereby acknowledge that I have read and understood the above conditions.

12. Tenant's contents insurance

The Landlord is not responsible to insure the Tenants' possessions. The Landlord's insurance policy covers only the building plus any fixtures and fittings. With the ever-increasing incidence of burglary and theft, it is strongly recommended that the Tenant take out Content's Insurance cover. The Landlord accepts no responsibility for stolen, misplaced or damaged personal belongings kept inside or outside the rented premises. This includes but is not limited to items stored in vehicles in common car parking areas.

I hereby acknowledge that I have read and understood the above conditions.

13. Indemnity

The Tenant shall indemnify the Landlord for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the Tenant or anyone on the premises with the consent of the Tenant. Without limiting the generality of the foregoing, the Tenant shall indemnify the Landlord for the cost of repairs to plumbing blockages caused by the negligence or misuse of the Tenant.

The Tenant shall indemnify the Landlord against all liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission by the Tenant or the Tenant's servants, agents and/or invitees.

I hereby acknowledge that I have read and understood the above conditions.

14. Reporting defects & Liability

The Tenant shall notify the Landlord or Agent immediately upon becoming aware of any defects in the premises or any other matter which may give rise to a liability pursuant to the Occupiers Liability Act 1983.

I hereby acknowledge that I have read and understood the above conditions.

15. Use of Premises

The Tenant shall not use the premises for any purpose other than for residential purposes without the written consent of the Landlord.

I hereby acknowledge that I have read and understood the above conditions.

16. Sub-letting

The TENANT must not grant a licence or part via AirBnB or third party with occupation of the premises, or a part of the premises to provide 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.

I hereby acknowledge that I have read and understood the above conditions.

17. Alterations to Property

The Tenant shall not paint or affix any sign or any antenna onto the premises or affix any nail, screw, fastening or adhesive to the interior of the premises without the prior written consent of the Landlord or Agent. Adhesive tape and blu tak are forbidden at all times.

I hereby acknowledge that I have read and understood the above conditions.

18. Light globes to be replaced by Tenant

The Tenant shall at the Tenant's expense replace 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.

I hereby acknowledge that I have read and understood the above conditions.

19. Rubbish

The Tenant must store all rubbish and waste in appropriate receptacles with close fitting lids. Rubbish and/or waste receptacles must be kept in the place specifically provided for this purpose (if any). The Tenant must have rubbish and waste regularly removed in accordance with the municipality's rubbish and waste removal timetables.

I hereby acknowledge that I have read and understood the above conditions.

20. Hanging clothes

The Tenant shall not hang any clothes outside the premises other than where provision for the hanging of clothes has been provided.

I hereby acknowledge that I have read and understood the above conditions.

21. Kerosene & oil heaters not permitted

The Tenant shall not keep or use in the premises any portable kerosene heaters, oil burning heaters or heaters of a similar kind.

I hereby acknowledge that I have read and understood the above conditions.

22. Mechanical repairs not to be carried out

The Tenant agrees not to carry out any mechanical repairs or spray painting on any motor vehicles, boats or motorcycle in or around the property including common property. The Tenant also agrees to be fully responsible for the removal of any motorcycle, 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.

I hereby acknowledge that I have read and understood the above conditions.

23. Repairs

All NON URGENT maintenance requests must be submitted in writing either by fax or email to the agent.

Please note that all reasonable steps must be taken to notify the Agent of any URGENT repairs during business hours on the office number or by contacting your Property Manager directly on mobile.

I hereby acknowledge that I have read and understood the above conditions.

24. Smoke alarms

(a) The smoke alarms in the property will be checked annually by a professional smoke alarm company appointed by the Agent or Landlord unless otherwise stated.

(b) Tenants should not tamper with the smoke alarm as otherwise this will invalidate the latest service

(c) Tenants must however check that the smoke alarm is operating and they can do this by pressing the button on the smoke alarm for at least 10 seconds and ensuring it beeps. This should be done weekly.

(d) Tenants must immediately notify the Agent of any smoke alarm that does not sound and confirm this advice to the Agent in writing on the same day.

(e) If the Tenant removes the battery or the alarm or any way damages the alarm, they will be held liable and required to pay for the cost on reinstatement.

I hereby acknowledge that I have read and understood the above conditions.

25. Locks & keys

The Landlord/s of the Property acknowledges the Tenant/s right to change the locks at the Property as stated in the Residential Tenancies Act 1997, providing a full set of keys is given to the Agent, at a cost borne by the Tenant/s. The Tenant acknowledges that whilst all due care and attention has been taken, the Landlord or Agent cannot guarantee that all keys to the property were returned by previous occupants. To ensure total security, it is our recommendation that the barrels in all locks be replaced.

The Tenant/s agree that upon vacating the Property, all sets of keys, including any duplicated keys will be returned during business hours, 9:00 am to 5:00 PM, Monday to Friday, on the vacate date. If all keys are not returned by close of business on the vacate date, rent will continue to be charged until all keys are returned.

The Agent is not legally obligated to hold or provide a spare key.

I hereby acknowledge that I have read and understood the above conditions.

26. Blockages caused by misuse

The Tenant shall hereby 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.

I hereby acknowledge that I have read and understood the above conditions.

27. Cheques

If you wish to pay by cheque you may do so by banking a cheque directly at the bank and ensuring it clears by the rent due date. Please do not post to the Agent.

The Tenant hereby agrees that should any rent cheque be presented again or 'refer to drawer', the tenant shall within 24 hours pay the rental amount in full by bank cheque or cash and will reimburse the bank charge.

I hereby acknowledge that I have read and understood the above conditions.

28. Receipts

If you require a receipt for your rent payment please email your Agent and a computer ledger will be emailed to you.

I hereby acknowledge that I have read and understood the above conditions.

29. Change of tenants during the tenancy & sub letting

The Tenant acknowledges that the persons named on this Tenancy Agreement are those who will occupy the premises during the term of this Agreement, and that any change in those occupying the premises must be immediately reported to the Agent in writing.

A prospective tenant must not move into the property without first completing and submitting request to the Agent to be approved by the Landlord.

In the event that a tenant or tenants vacate/s during the course of the tenancy and irrespective of whether or not another (new) tenant is found in their place, an administration of \$120 (subject to change) will be charged and is payable to the agent by the tenant/s.

I hereby acknowledge that I have read and understood the above conditions.

30. Lease break - Breach of Fixed term

In the event that the Tenant needs to vacate the premises prior to the expiry of this Agreement [and prior to the Diplomatic Clause coming into effect], the Tenant agrees to immediately advise the agent in writing and pay the re-letting costs as follows:

(a) pro rata leasing fee (regardless of who found the tenant)

(b) all rental payable up to the commencement of any new tenancy or up to the expiry date of the current lease, whichever comes first. Rent must continue to be paid one month in advance as per this lease agreement.

(c) any advertising incurred

I hereby acknowledge that I have read and understood the above conditions.

31. Rent increase

In accordance with the provisions of Section 44 of the Residential Tenancies Act 1997, 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.

I hereby acknowledge that I have read and understood the above conditions.

32. 'For Lease' & 'For Sale' boards & Access to Property

The Tenant shall allow the Landlord or Agent to put on the premises a notice or notices 'For Lease' during the last month of the term of this Agreement.

The Tenant shall also allow the Landlord or 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 Landlord or Agent to present the property to prospective purchasers or tenants upon 24 hours' notice or by Agreement with the Tenant and the Landlord or the Landlord's Agent.

I hereby acknowledge that I have read and understood the above conditions.

33. Owners Corporation Rules [where applicable]

The Tenant agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Owners Corporation (formerly Body Corporate) 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 (Owners Corporation) Regulation, if not amended, apply to all Owners Corporations.

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.

I hereby acknowledge that I have read and understood the above conditions.

34. Amendments by Agreement & In writing

This Agreement may be amended only by an Agreement in writing signed by the Landlord and the Tenant.

I hereby acknowledge that I have read and understood the above conditions.

35. Tenant wishes to vacate

If the Tenant wishes to vacate the premises at the expiration of this Agreement the Tenant shall give the Landlord or Agent written notice of the Tenant's intention to vacate 28 days prior to the expiration of this Agreement. Notice given by email will be accepted but not by SMS.

I hereby acknowledge that I have read and understood the above conditions.

36. Tenant intends to leave when the lease ends

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.

I hereby acknowledge that I have read and understood the above conditions.

37. Return of keys

The Tenant must return all keys, security swipes/fobs and remote controls to the agent when the tenant vacates the premises. The tenant's obligation to pay rent continues until such time that all the keys, security swipes/fobs are returned.

I hereby acknowledge that I have read and understood the above conditions.

38. Tenant must not use bond as last months rent payment

The Tenant acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997, the Tenant shall not refuse to pay rent on the grounds that the Tenant intends to regard as rent paid by the Tenant, the bond or any part of the bond paid in respect of the premises. The Tenant acknowledges that failure to abide by this section of the Act renders the Tenant liable to a penalty of \$1000.

I hereby acknowledge that I have read and understood the above conditions.

39. Carpet steam cleaning

The Agent and/or Landlord will make an assessment at the end of the tenancy, once the tenants have vacated, as to whether the carpets are in need of cleaning. If this is the case the Tenants hereby agree to have the carpets professionally steam or dry cleaned at their own expense and provide a receipt to the Agent.

I hereby acknowledge that I have read and understood the above conditions.

40. Bond lodgement & Bond refund

The Tenant acknowledges that the bond paid under this tenancy Agreement has been deposited in accordance with the requirements of the Residential Tenancies Act 1997 with the Centralised Bond Authority. The Tenant acknowledges having been advised that the refund of the bond at the end of the tenancy can only be achieved by signing and lodging a Bond Claim form with the Centralized Bond Authority or electronically through the RTBA.

I hereby acknowledge that I have read and understood the above conditions.

41. Fixed term tenancy notice

The Tenant acknowledges the right of the Landlord under the Residential Tenancies Act 1997 to issue a notice that will terminate the tenancy at the end of this fixed term Agreement.

I hereby acknowledge that I have read and understood the above conditions.

42. Telecommunication

The Tenant enters into this Agreement with full knowledge that the Landlord takes no responsibility for Telecom/Telstra/Optus or any other telecommunication provider's wiring, telephone equipment, telephone installation and telephone connection, into or on the Premises. Further, the Tenant's acknowledge that there has been no undertaking by the Landlord/Agent, either stated or implied that a telephone is connected to the Premises. Therefore, any equipment service, repair or maintenance of equipment (if any), the Tenant's herewith accept full responsibility for at all times and any expense will be borne by the Tenant.

I hereby acknowledge that I have read and understood the above conditions.

43. General & Miscellaneous

The Tenant shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.

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 Tenants' purposes or in respect of the furnishings, fittings or appurtenances of the premises otherwise than as provided herein.

No consent or waiver of any breach by the Tenant or the Tenants' obligations under the Residential Tenancies Act 1997 shall prevent the Landlord from subsequently enforcing any of the provisions of this Agreement.

I hereby acknowledge that I have read and understood the above conditions.

44. Electronic communications

(1) Express consent

The TENANT:

Consents to the electronic service of notices, advertising and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address stated below:

| Email Address

(2) If the TENANT has not consented to electronic service the TENANT must not infer consent to electronic service from the receipt or response to emails or other electronic communications.

(3) Change of Electronic Address

The TENANT must immediately give notice in writing to the other party if the email address for electronic service changes

(4) Withdrawal of consent

The TENANT may withdraw their consent to electronic service of notices and other documents by giving notice in writing to the other party. Following the giving of notice, no further notices or other documents are to be served by electronic communication.

I hereby acknowledge that I have read and understood the above conditions.

45. Garden clause

The Tenant agrees to fully and regularly maintain the garden (if any) of the premises including the lawn, trees, shrubs, plants and garden beds in a neat and tidy condition, free of weeds and so far as is reasonably possible free of garden pests. This includes regular mowing of the lawn and nature strip.


The Tenant shall also regularly water the garden in accordance with water restrictions at the time.

I hereby acknowledge that I have read and understood the above conditions.

Additional Terms


I hereby acknowledge that I have read and understood the above conditions.

Signatures




Gulstan Khdher

24/09/2020
Date




Jaloud Djwer

24/09/2020
Date



Dive Time Pty Ltd

9/10/2020
Date



Easterbrook Asset Holdings Pty Ltd

9/10/2020
Date

INFORMATION ONLY