



# Contract of sale of land

**Property:** 1 Match Lane, Wollert 3750

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Endorsed by the Australian Institute  
of Conveyancers (Victorian Division)



# Contract of sale of land

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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

**WARNING:** YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

# 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 name(s) of person(s) signing:**

.....

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

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified) 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 name(s) of person(s) signing: DEANNA VALENTINO**

.....

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

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

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# Particulars of sale

## Vendor's estate agent

Name: Stone Real Estate Whittlesea  
Address: 1/75 Church Street, Whittlesea, VIC 3757  
Email: whittlesea@stonerealestate.com.au  
Tel: (03) 9716 2000 Mob: 0438 130 473

Ref: Jenni Ter Haar

## Vendor

Name: DEANNA VALENTINO

## Vendor's legal practitioner or conveyancer

Name: De Maria & Associates  
Address: Level 1, Suite 111, 95 Hazel Glen Drive, Doreen Vic 3754  
Email: lillian@demariaandassociates.com.au  
Tel: : 03 9717 5277 Fax: 03 9717 5278

Ref: LDM/DC:2024/1012

## 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: ..... Fax: ..... DX: ..... Ref: .....

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11502 Folio 053	8	PS647502R

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is **1 Match Lane, Wollert 3750**

**Goods sold with the land:** All fixed floor coverings, electric light fittings, window furnishings and all fixtures and fittings of permanent nature as inspected.

**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, 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 \_\_\_\_\_ with \_\_\_\_\_ options to renew, each of \_\_\_\_\_ years
- OR
- a residential tenancy for a fixed term ending on \_\_\_\_\_
- OR
- a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

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

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

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

Lender:

(or another lender chosen by the purchaser)

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

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

**Building report NOT APPLICABLE AT AUCTION**

General condition 21 applies only if the box is checked

**Pest report NOT APPLICABLE AT AUCTION**

General condition 22 applies only if the box is checked

# Special conditions

**Instructions:** *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

## AUCTION CONTRACT SPECIAL CONDITIONS

### 1. Land Identity

- 1.1. The Purchaser admits that the Land offered for sale and inspected by the Purchaser is identical with that described in the Title particulars given in this Contract.
- 1.2. Any fence or wall purporting to be a boundary of the Land is deemed to be on the title boundary of the Land and if a fence or wall or any part of either of them is found to be within or outside the title boundary of the Land, the Purchaser will not have any claim on that ground against the Vendor.
- 1.3. The Purchaser shall not make any requisition or claim any compensation for any alleged misdescription of the Land or deficiency in its area or measurements or call upon the Vendor to amend Title or to bear all or any part of the cost of doing so.

### 2. Condition of Land

- 2.1. The Purchaser acknowledges that the Purchaser has purchased the Property as a result of the Purchaser's own inspection or enquiries and in its present condition and state of repair subject to all faults both latent or patent except to any extent expressly provided in this Contract the Vendor has not and no person on the Vendor's behalf has made any warranty or representation in relation to those matters.

### 3. Disclosure

- 3.1. The Purchaser acknowledges that prior to the signing or payment of any money paid under this Contract or any other document relating to this sale which is or is intended to be legally binding, they received from the Vendor's Agent a statement containing particulars specified in and otherwise complying with section 51 of the Estate Agents' Act 1980 (Vic) (if applicable), a statement pursuant to section 32 of the Sale of Land Act 1962 (Vic) and a copy of this Contract.

### 4. Public Auction (if applicable)

- 4.1. The property is offered for sale by public auction, subject to the Vendor's reserve price. the Rules for the conduct of the auction shall be set out in the copy of Schedule 1 of the *Sale of Land (Public Auctions) Regulations 2014* attached hereto.
- 4.2. The bidder to whom the property is knocked down shall immediately upon the fall of the hammer sign this Contract and pay the deposit to the Agent. If after twenty (20) minutes the deposit remains unpaid and the Contract is not signed then the Vendor may immediately or at any time thereafter resubmit the property for sale and treat with any other person or persons and the bidder shall have no right of action against the Vendor or the Auctioneer or Agent and shall not be entitled to call for a Contract of Sale of the property or have any interest legal or equitable in the property but shall be liable to pay to the Vendor on demand any deficiency in price on resale together with all costs of such resale.

### 5. Warranties and Representations

- 5.1. The Purchaser acknowledges that the Vendor's Agent has acted as Agent for the Vendor and that no representation or warranty to the Vendor or the Vendor's Agent was made with the intention or knowledge that it would be relied upon by the Purchaser and that no such information, representation or warranty has in fact been relied upon by the Purchaser, and the Purchaser further agrees that this Contract is the sole and full repository of the agreement made.
- 5.2. The Vendor will not provide a certificate of occupancy as it is not a legal requirement to do so.
- 5.3. The Purchaser will be responsible for the connection and or transfer of all services to the property and will bear all costs associated with such connection and or transfer.
- 5.4. The Vendor makes no representation that the services referred to in the Vendor Statement are adequate for the Purchaser's proposed use of the property and the Purchaser should make appropriate enquiries of service providers. The provision of services may change between Day of Sale or Date of Contract and the Settlement Date or payment of the balance of the price and the Vendor makes no representation that the provision of the services will remain the same between the Date of Sale or Date of Contract and the Settlement Date or payment of the balance price.

### 6. Planning and Other Use or Development Restriction

- 6.1. The land is sold and the Purchaser buys subject to any and all restrictions, conditions and controls as to planning, building control, use and development under any legislation or subordinate legislation and under any order, planning scheme, regulation, by-law or permit contained in or made pursuant to any such legislation, including without limitation any planning instruments referred to in the Vendor's Statement. No such restrictions, conditions or controls (nor any breach or non-compliance with any of them) shall constitute a defect in the Vendor's title or otherwise give rise to any claim against the Vendor, and the Purchaser shall not make any requisition in respect of such matters.
- 6.2. The Purchaser acknowledges and agrees that the Vendor makes no warranties or representations about whether the Land may be used for any particular purpose, and the Purchaser acknowledges and agrees that it shall not and is not entitled to:

6.2.1. take any objection or make any requisition or claim any

compensation in respect of; or

6.2.2. rescind, terminate or delay settlement as a consequence of the ability or in-ability to use the Land for any particular purpose.

6.3. General Condition 5 does not apply to this Contract.

## **7. Guarantee**

7.1. In the event the Purchaser is a company:

7.1.1. the due performance of this Contract shall be guaranteed personally by each of the directors of the said Company and the Company shall procure that all of the directors shall execute the form of Guarantee annexed to and forming part of this Contract simultaneously with the execution of this Contract by the Purchaser; and

7.1.2. each person who signs this Contract on behalf of the Purchaser will be personally liable for the due performance of the Purchaser's obligations under the Contract to the same extent as if that person had been personally named as the Purchaser in the Contract.

7.2. General Condition 3 does not apply to this Contract.

## **8. Nomination**

8.1. If the Purchaser nominates in accordance with General Condition 4, the nomination must be in the form then endorsed by the Law Institute of Victoria and submitted to the Vendor's solicitors, and if the nominee is a Company the nomination must be accompanied by a Guarantee in the form annexed to and forming part of this Contract duly executed by each of the directors of the said nominee Company.

8.2. The Purchaser may nominate a substitute or additional purchaser not less than 14 days prior to the settlement date and the Purchaser must pay the Vendor's costs of \$250 plus GST for each and every Nomination by the Purchaser. These costs must be included in the Statement of Adjustments and paid at settlement.

8.3. The Purchaser indemnifies and will keep indemnified the Vendor against all liability for the payment of any duty plus penalties and interest (if any) which becomes or may become payable in respect to any transfer or other instrument of conveyance of the whole or any part of the Land to the Purchaser or to any substituted or additional Purchaser.

## **9. Purchaser Failing to Complete**

9.1. The Purchaser acknowledges that the Vendor has given notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the due date for settlement under the Contract, the Vendor will or may suffer the following losses, costs and expenses which the Purchaser should be required to pay, in addition to the interest chargeable on the balance of purchase moneys, in accordance with the terms of the Contract.

9.1.1. the costs of obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance; and/or

9.1.2. interest payable by the Vendor under any existing mortgage over the property calculated from the due date for settlement under this Contract; and/or

9.1.3. accommodation expenses necessarily incurred by the Vendor; and/or

9.1.4. legal costs and expenses on a Solicitor and own client basis; and/or

9.1.5. penalties payable or discounts lost by the Vendor through any delay in completion of the Vendor's purchase of another property (without limiting the generality of the foregoing to include any payment of costs, interest and/or other penalties).

## **10. Interest Payable on Default**

10.1. If the Purchaser defaults in the payment of any monies under this Contract the Purchaser shall pay to the Vendor interest at the rate of 4% higher than the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1983 computed on the money overdue during the period of default and without limiting any other rights of the Vendor pursuant to this Contract.

10.2. General Condition 33 does not apply to this Contract.

## **11. Stamp Duty – Purchasers Buying Unequal Shares**

11.1. The Purchaser shall be liable for all stamp duty payable on the Transfer of Land and the Purchaser shall indemnify the Vendor against all claims, actions, liabilities and penalties arising under the Duties Act 2000 in connection with this Contract including any nomination of a substitute or additional Purchaser or the Transfer of Land.

11.2. If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the Contract correctly records, at the date of sale, the proportions in which they are buying the property ("the proportions").

11.3. If the proportions recorded in the Transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.

11.4. 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 offering from those in the Contract.

11.5. This Special Condition will not merge on completion.

## **12. Swimming Pool (if Applicable)**

12.1. The Purchaser notes that the Vendor makes no warranties regarding the Swimming Pool/Spa and Fencing, and that the Purchaser is satisfied with their own inspections/investigations regarding the same.

12.2. In the event that an unfenced and/or non-compliant and/or unregistered swimming pool, spa or other body of water is on the land herein described, that is required to be fenced or fencing certification to be renewed or otherwise protected or compliance requirements are to be satisfied, the Purchaser warrants that it shall, at its own expense, comply with the provision of the Building Act 1993 and the Building Regulations 2006 and in particular Part 7 and any other laws or regulations requiring the provision of barriers to restrict the access by young children to the body of water and complete any works and obtain any Permit /Approvals /Certificates, etc required to ensure compliance of the relevant laws.

12.3. The Purchaser warrants that it shall, at its own expense obtain the Certificate of Registration for the private swimming pool/spa/other water body located on the land and the Certificate of Pool Barrier Compliance after settlement.

12.4. The Purchaser shall not make any objection or requisition or claim any compensation or refuse or delay payment of the whole or any part of the Price or request the Vendor to carry out any works for:

12.4.1.any alleged non-compliance of the swimming pool, spa or other body of water and/or fencing with Building Act 1993 and the Building Regulations 2006 and any other laws, the Building Code of Australia or any other regulations, rules or local laws; and/or

12.4.2.the state of repair, condition or quality of the swimming pool, spa or other body of water and/or fencing; and/or

12.4.3.Certificate of Registration for the private swimming pool/spa/other water body and the Certificate of Pool Barrier Compliance.

12.5. The Purchaser hereby indemnifies and keeps indemnified the Vendor against any losses that may Occur from the Purchasers non-compliance of Special Condition 12.

12.6. This special condition does not merge at settlement.

## **13. Solar Panel (if applicable)**

13.1. The purchaser acknowledges that there are solar panels installed on the roof of the dwelling constructed on the property hereby sold, and the parties agree as follows:

13.1.1.Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchaser;

13.1.2.The purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and

13.1.3.The vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

## **14. Self-Contained Smoke Alarms**

14.1. The purchaser acknowledges that, if the vendor has not complied with the building regulations regarding the installation of self-contained smoke alarms, the purchaser must do so at the Purchasers cost and expense.

## **15. Foreign Acquisition**

15.1. The Purchaser warrants that in the event that he or she is a person as defined by (Section 27A) of the Foreign Acquisitions & Takeovers Act 1975 (Cth) all requirements with the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages be recoverable from the Purchaser.

15.2. If the Purchaser breaches such warranty the Vendor may rescind the contract and retain the deposit and any interest and the Purchaser must indemnify, hold harmless and keep indemnified the Vendor against any loss or claim that the Vendor suffers or incurs as a result of any breach of the special condition.

## **16. Miscellaneous and Interpretation**

16.1. In this Contract, unless the context otherwise requires:

16.1.1.the singular shall be deemed to include the plural and vice versa;

16.1.2. where there is more than one person named as the Purchaser, all covenants, conditions, obligations, undertakings, acknowledgements and agreements on their part shall bind them jointly and severally to this Contract;

16.1.3. in the event of any part of this Contract being or becoming void or unenforceable or being illegal then that part shall be severed from this Contract to the extent that all parts that shall not be or become void, unenforceable or illegal shall remain in full force and effect and be unaffected by such severance; and

16.1.4. the provisions of this Contract shall not merge on or by virtue of settlement of this Contract.

**17. Land Tax**

17.1. As of the 1 January 2024 General Condition 23.2 (b) is no longer applicable, Land tax is not an adjustable item.

**18. Changes to GC 23**

18.1 General For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

**19. Changes to GC 28**

19.1 General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

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**SCHEDULE 1**

Regulations 5, 6 and 7

**GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND**

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.
9. Subject to a reserve price the highest approved bidder being so allowed by the Auctioneer shall be the Purchaser. No bid shall be withdrawn and no person shall advance a less sum at any bidding than shall be named by the Auctioneer.
10. The Auctioneer shall not be obliged to refer any bid to the Vendor prior to selling the property.
11. The Auctioneer will not be obliged to follow the Purchaser's request as to any disclosure of the auction result or sale price.

SCHEDULE 5

Regulation 6

**INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND**

**Meaning of vendor**

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

**Bidding by co-owners**

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

**Vendor bids**

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

The auctioneer can only make a vendor bid if—

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

**What rules and conditions apply to the auction?**

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

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

**Copies of the rules**

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

### **Questions**

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

### **Forbidden activities at auctions**

The law forbids any of the following—

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

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

### **Who made the bid?**

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

### **It is an offence to disrupt an auction**

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

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

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

### **What law applies**

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

## General conditions

### Contract signing

#### 1. ELECTRONIC SIGNATURE

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

#### 2. LIABILITY OF SIGNATORY

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

#### 3. GUARANTEE

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

#### 4. NOMINEE

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

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## Title

#### 5. ENCUMBRANCES

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

#### 6. VENDOR WARRANTIES

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

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

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

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 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*.

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## Money

### 14. DEPOSIT

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

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

## 15. DEPOSIT BOND

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

## 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
  - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
  - (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

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

## 18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and 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, unless the margin scheme applies.
- 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.

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## Transactional

### 26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

### 27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (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.

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### GST residential withholding - Supplier Notification

This notice contains information to help a purchaser / buyer comply with GST withholding obligations.

To: The Purchaser/s  
Property: 1 Match Lane, Wollert  
Contract date:

#### Supplier details

Name of supplier: Deanna Valentino

#### Withholding payment details

Purchaser / buyer must make a GST withholding payment:  No  Yes

~~[If yes, the supplier must provide the purchaser/ buyer with this notice within 14 days of the contract date.]~~

~~Supplier's proportion of residential withholding payment: \$ \_\_\_\_\_~~

~~[Where there is more than one supplier, provide the above details for each supplier]~~

~~Amount purchaser must pay: \$ \_\_\_\_\_~~

~~To be paid:  AT COMPLETION **OR**  SPECIFIED DATE~~

~~Any consideration expressed otherwise that an amount in money?  No  Yes~~

~~If yes, the GST inclusive market value of the non-monetary consideration: \$ \_\_\_\_\_~~

~~Other details: \_\_\_\_\_~~

---

# Vendor Statement

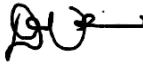
The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act* 1962.

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

The vendor may sign by electronic signature.

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

<b>Land</b>	1 Match Lane, Wollert 3750
-------------	----------------------------

<b>Vendor's name</b>	Deanna Valentino	<b>Date</b> 31/05/2024
<b>Vendor's signature</b>		

<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		

<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		

# 1 FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

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

	To	
--	----	--

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

## 1.3 Terms Contract

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

Not Applicable

## 1.4 Sale Subject to Mortgage

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

Not Applicable

# 2 INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable.

## 2.2 Owner Builder

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

Not Applicable.

# 3 LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

## 3.2. Road Access

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

## 3.3. Designated Bushfire Prone Area

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

3.4. **Planning Scheme**

Attached is a certificate with the required specified information.

**4 NOTICES**

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

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

Not Applicable.

4.2. **Agricultural Chemicals**

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

Not Applicable.

4.3. **Compulsory Acquisition**

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

Not Applicable.

**5 BUILDING PERMITS**

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

Are contained in the attached certificate.

**6 OWNERS CORPORATION**

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

Not Applicable.

**7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)**

Not Applicable.

**8 SERVICES**

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

Electricity supply <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*.

Not Applicable.

#### 10.3. Further Plan of Subdivision

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

Not Applicable.

### 11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

### 12 DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

### 13 ATTACHMENTS

Register Search Statement Volume 11502 Folio 053  
Plan of Subdivision 647502R  
Instrument Agreement 173 AC707470G  
Instrument Agreement 173 AG231554R  
Instrument Agreement 173 AH294279X  
Instrument Agreement 173 AH682695U  
Planning Property Report  
Property Report  
City of Whittlesea Rate Notice  
Yarra Valley Water Information Statement  
Vic Roads Property Certificate  
Building Permit  
Certificate of Occupancy  
Builders Warranty Insurance  
Due Diligence Checklist

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

Page 1 of 2

VOLUME 11502 FOLIO 053

Security no : 124115141839F  
Produced 21/05/2024 11:43 AM

### LAND DESCRIPTION

Lot 8 on Plan of Subdivision 647502R.  
PARENT TITLE Volume 11247 Folio 125  
Created by instrument PS647502R 18/06/2014

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
DEANNA VALENTINO of 1 MASERATI DRIVE EPPING VIC 3076  
AL380699K 25/09/2014

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL380700E 25/09/2014  
WESTPAC BANKING CORPORATION

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AC707470G 01/03/2004

AGREEMENT Section 173 Planning and Environment Act 1987  
AG231554R 04/12/2008

AGREEMENT Section 173 Planning and Environment Act 1987  
AH294279X 15/06/2010

AGREEMENT Section 173 Planning and Environment Act 1987  
AH682695U 20/12/2010

### DIAGRAM LOCATION

SEE PS647502R 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: 1 MATCH LANE WOLLERT VIC 3750

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION

Title 11502/053

Page 1 of 2

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

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Page 2 of 2

Effective from 23/10/2016

DOCUMENT END



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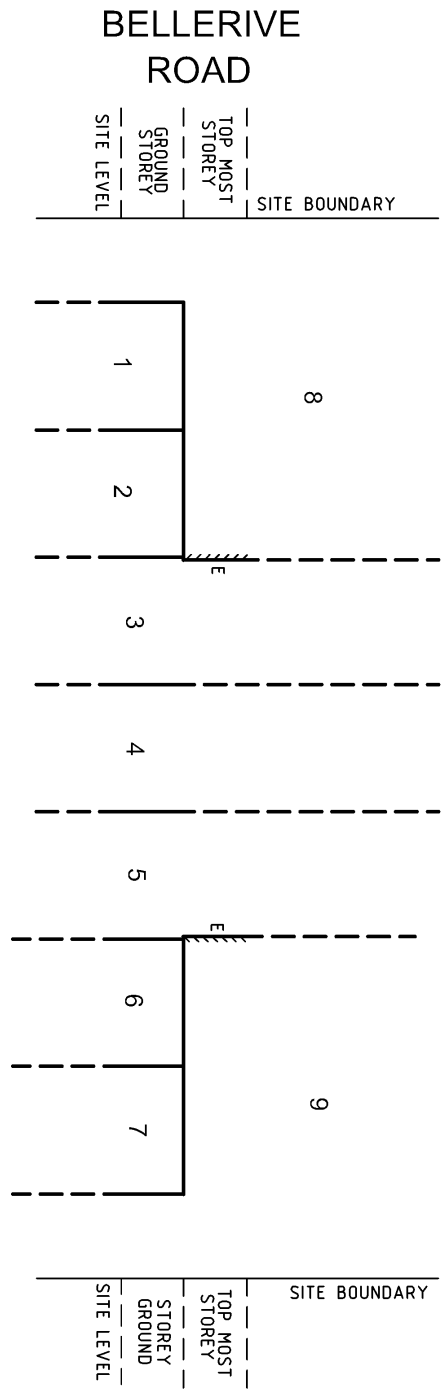




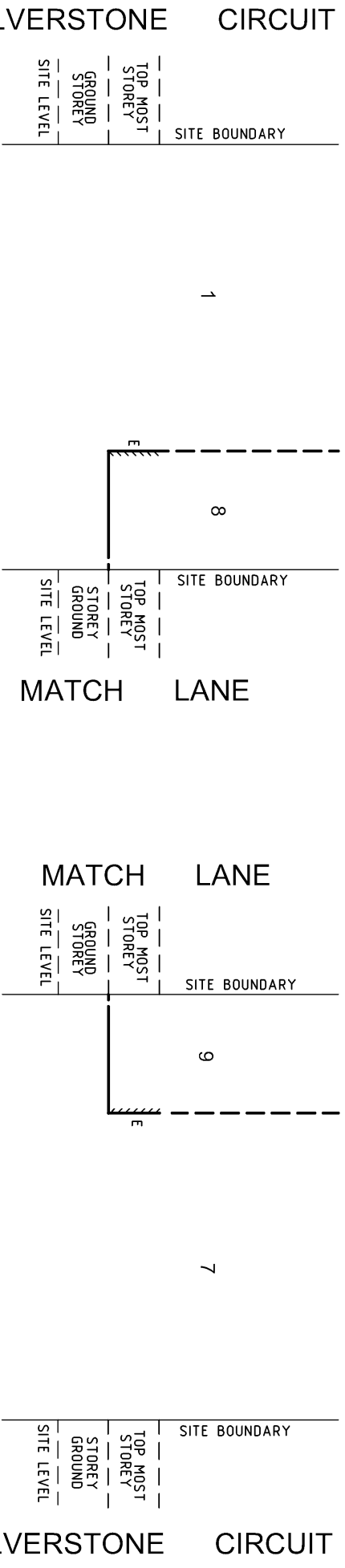
**PLAN OF SUBDIVISION**

STAGE No. 

PLAN NUMBER  
**PS 647502R**



SECTION A - A'

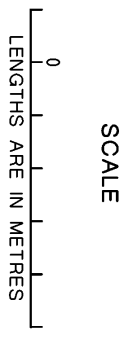


SECTION B - B'

SECTION C - C'



Melbourne Survey T 9869 0813 F 9869 0901



SCALE

ORIGINAL SCALE SHEET SIZE A3

LICENSED SURVEYOR (PRINT).....  
 SIGNATURE .....  
 REF **01265-1D4**  
 DATE .....  
 VERSION **D**

SHEET **4**  
 DATE .....  
 COUNCIL DELEGATE SIGNATURE .....

01265-1D4.dwg JK/ANN

**Plan of Subdivision PS647502R  
Certifying a New Version of an Existing Plan  
(Form 11)**



SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S027205B  
Plan Number: PS647502R  
Responsible Authority Name: Whittlesea City Council  
Responsible Authority Reference Number 1: 608082  
Surveyor's Plan Version: D

**Certification**

This plan is certified under section 11 (7) of the Subdivision Act 1988  
Date of original certification under section 6: 31/12/2012

**Public Open Space**

A requirement for public open space under section 18 of the Subdivision Act 1988

Has not been made at Certification

Digitally signed by Council Delegate: Carolyn Leatham  
Organisation: Whittlesea City Council  
Date: 27/05/2014



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FORM 13

AC707470G

01/03/2004 \$59 173



Schedule 1 of the *Planning and Environment Regulations 199*

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

s. 181 (1)

*Planning and Environment Act 1987*

Lodged at the Land Titles Office by:

Name: BEST HOOPER

*Agreement*

Phone: 9670 8951

Address: 563 Little Lonsdale Street, Melbourne

Ref: TVR:KW:01051423

Customer Code: 0485 U

The Authority having made an Agreement requires a recording to be made in the Register for the land.

Land: Certificate of Title Volume 4996 Folio 156 and Volume 8255 Folio 532 being land otherwise described as 235 Epping Road, Wollert.

Authority: City of Whittlesea Council

Section and Act under which Agreement made:

Section 173 Planning and Environment Act 1987

A copy of the Agreement is attached to this Application.

Signature for the Authority: *David Turnbull*

Name of Officer: DAVID TURNBULL

Position Held: A/CEO

Dated: 25/2/2004



DAC707470G-1-0

*JS 1/3/04*

THIS AGREEMENT made the 26 day of February 2004

**BETWEEN**

**CITY OF WHITTLESEA COUNCIL** of Ferres Boulevard, South Morang in the State of Victoria (hereinafter called "the Council") of the first part

**AND**

**IVAN ANDREW COTCHIN** and **SUSAN COTCHIN** of 235 Epping Road, Wollert in the State of Victoria (hereinafter called "the Owners") of the second part

**WHEREAS:**

- A. The Owners are the registered proprietors of the land contained in Certificates of Title Volume 4996 Folio 156 and Volume 8255 Folio 532 situated at 235 Epping Road, Wollert ("the land").
- B. The Owners are subdividing the land into two lots.
- C. The Council in exercising its powers and jurisdictions pursuant to the Local Government Act 1989 (hereinafter called "the Act") wishes to create environmental protection for the service road or access control for Lot 2 on the Plan of Subdivision.
- D. The Council has advised the Owners that they must enter into this agreement prior to the issue of a Statement of Compliance.

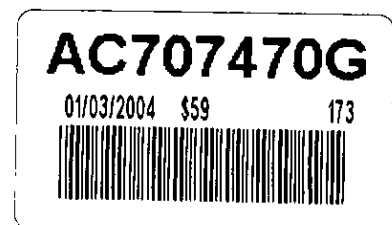
E. The parties enter into this agreement:-



- (a) to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect to the land and the vicinity thereof;
- (b) to comply with the condition 3 of the permit;

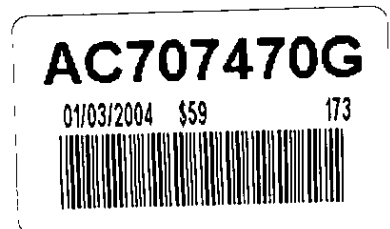
**NOW THIS AGREEMENT WITNESSETH AND THE PARTIES AGREE AND COVENANT AS FOLLOWS:-**

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





2. This agreement shall come into force immediately upon the execution of both parties hereto and shall only run with the land contained in Plan of Subdivision No. 519651P ("the said Plan of Subdivision"). A copy of the said Plan of Subdivision is annexed hereto.
  
3. The Owners covenant and agrees that:-
  - (a) the Owners must set aside land on Lot 2 of the said Plan of Subdivision fronting Epping Road for the purpose of provision for the continuation of a service road passing the frontage of the said Lot 2 or other form of access control as may be required by VicRoads, the Council or other responsible authority;
  
  - (b) the area of land required for such service road or access control shall be made available by the Owners to VicRoads, the Council or other responsible authority without payment to the Owners upon receiving not less than ninety days notice in writing to the Owners;
  
  - (c) the cost of preparation, execution and registration of this Agreement shall be paid for by the Owners.
  
  - (d) the Transferee of Lot 1 from the Owners on the said Plan of Subdivision must upon the further subdivision of that Lot contribute to or offset the cost of road widening and or construction:-
    - (i) of the road designated "Road" along Harvest Home Road shown as R1 on the said Plan of Subdivision having an area of 5691 m<sup>2</sup> ("the contribution");
  
    - (ii) the value of the contribution to be paid by the Transferee shall be the rate per hectare set out in the DCP affecting the subject land and indexed by the appropriate mechanism as set out in the DCP;
  
    - (iii) if Council requires an offset, it will be offset against the first requirement for a developer contribution payable for the further development of Lot 1.
  
4. The parties shall do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to enter a memorandum of this agreement on the said Certificates of Title in accordance with Section 181 of the Planning & Environment Act 1987.



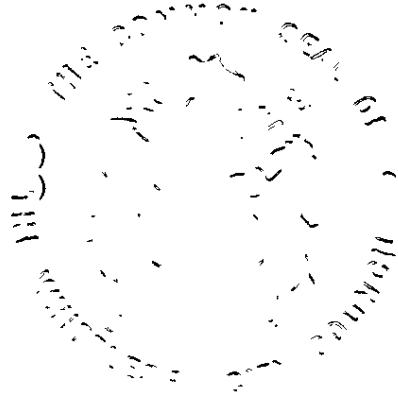
5. The Owners warrant and covenant that:-

- (a) they are the registered proprietors and beneficial owners of the land;
- (b) there are no mortgages or other rights inherent in any person affecting the said Lot 2 and not disclosed by the usual searches;
- (c) the land or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights, or encumbrances mentioned in Section 42 Transfer of Land Act 1958.

6. The Owners shall not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the said Lot 2 or any part thereof without first disclosing to their successors the existence and nature of this agreement.

IN WITNESS WHEREOF:-

THE COMMON SEAL of WHITTLESEA CITY COUNCIL is affixed in the presence of:



*[Handwritten signature]*

Chief Executive Officer

SIGNED by the said IVAN ANDREW COTCHIN and SUSAN COTCHIN in the presence of:

)  
)  
*[Handwritten signature]*  
IVAN ANDREW COTCHIN

*[Handwritten signature]*  
Witness

*[Handwritten signature]*  
SUSAN COTCHIN

*[Handwritten signature]*  
Witness



**AC707470G**  
01/03/2004 \$59 173

<b>PLAN OF SUBDIVISION</b>	Stage No. /	LR use only <b>EDITION</b>	Plan Number <b>PS 519651P</b>
Location of Land Parish: WOLLERT Township: - Section: 11 Crown Allotment: - Crown Portion: 4 (PART) Title References C/T VOL 8255 FOL 532 C/T VOL 4996 FOL 156 Last Plan Reference: Lot 1 TP 242823P Lot 1 TP 342135E Postal Address: 235 EPPING ROAD (At time of subdivision) WOLLERT 3750 AMG Co-ordinates: E 325 800 (Of approx. centre of plan) N 5 834 700 Zone 55	Council Certification and Endorsement Council Name: WHITTLESEA CITY COUNCIL Ref: 1. This Plan is certified under Section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988 Date of original certification under section 6 ...../...../..... 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.  OPEN SPACE (i) A requirement for public open space under Section 18 Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage  Council delegate Council seal Date / /  Re-certified under section 11(7) of the Subdivision Act 1988.  Council delegate Council seal Date / /		
Vesting of Roads or Reserves			
Identifier	Council/Body/Person		
ROAD R-1	WHITTLESEA CITY COUNCIL		

Depth Limitations: DOES NOT APPLY	Staging: This is not a staged subdivision Planning permit No.
605499 2 15/10/2003 15/10/2003 	Survey: This plan is based on survey (To be completed where applicable)  This survey has been connected to permanent mark no(s) - In Proclaimed Survey Area no. -



Easement Information					LR use only  Statement of compliance/ Exemption Statement  Received <input type="checkbox"/>  Date: / /
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					LR use only PLAN REGISTERED TIME Date: / /  Assistant Registrar of Titles.
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of	
E-1	Transmission of Electricity	See Diag.	C/E 983798	S.E.C.V.	
NOTE: THIS PLAN HAS BEEN PREPARED FOR CONTRACT PURPOSES AND SUBMISSION OF APPLICATIONS TO COUNCIL FOR A PLANNING PERMIT & CERTIFICATION. THIS PLAN MAY BE SUBJECT TO VARIATIONS IN EASEMENTS, LOT BOUNDARIES AND THE ADDITION OF A BODY CORPORATE AS REQUIRED BY RELEVANT STATUTORY AUTHORITIES. COOMES CONSULTING GROUP PTY. LTD. CANNOT BE HELD RESPONSIBLE FOR ANY SUCH FUTURE CHANGES.					
Sheet 1 of 2 Sheets					

Engineering & Surveying Town Planning & Design Project Management Landscape Architecture Environmental Science Agricultural Engineering  Consulting Group Pty Ltd 24 Adcock Road South Melbourne Vic 3205 Australia ACH 828 82113 Tel:03 9294 7848 Fax:03 9297 7779 Email: coomes@coomes.com.au Web: www.coomes.com.au	LICENSED SURVEYOR (PRINT) Terry J. Dawson SIGNATURE ..... DATE / / REF: 130708SV00 VERSION 2 FILE NAME: 130708SV00.dwg P&L LOCATION: P:\130708\130708SV00.dwg LAYOUT NAME: Sheet 1 SAVE DATE: Thu, 17 Jul 2003 - 13:34:18 BY: jhawson	<div style="border: 2px solid black; padding: 10px; display: inline-block;"> <p style="font-size: 2em; font-weight: bold; margin: 0;">AC707470G</p> <p style="font-size: 0.8em; margin: 5px 0;">01/03/2004 \$59 173</p> </div>
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# PLAN OF SUBDIVISION

Stage No / Plan Number  
**PS 519651P**



DAC707470G-6-1

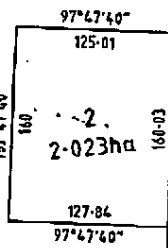
## CRAIGIEBURN EAST ROAD

### SEC 11

### SEC 12

## ROAD

## EPPING



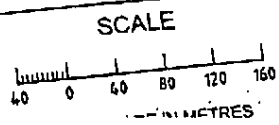
### ROAD

5691m<sup>2</sup>  
R-1

## HARVEST HOME ROAD

Engineering & Surveying  
Town Planning & Design  
Project Management

**Coomes**  
Consulting Group Pty Ltd



ORIGINAL SCALE SHEET SIZE  
1:4,000 A3

LICENSED SURVEYOR: Terry J. Mawson  
SIGNATURE: [Signature] DATE: 28/10/03  
REF: 130708SV00 VERSION 3

FILE NAME: 130708SV00.dwg  
FILE LOCATION: R:\130708\130708-2\130708-2.dwg  
LAYOUT NAME: Sheet 2  
SAVE DATE: Thu, 28 Oct 2003 16:30 LAST SAVED BY: Mawson

Sheet  
DATE  
COUN  
SIGN  
Or

**DATED:**

**2004**

---

**CITY OF  
WHITTLESEA COUNCIL**

and

**IVAN ANDREW COTCHIN  
and SUSAN COTCHIN**

---

**AGREEMENT**

---

**BEST HOOPER  
Solicitors  
563 Little Lonsdale Street  
MELBOURNE VIC 3000**

Ph: 9670 8951  
Fax: 9670 2954  
DX: 38215, Flagstaff  
Ref: TVR:KW:01051423



**DAC707470G-7-9**



# Imaged Document Cover Sheet

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Section 181

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

**Planning and Environment Act 1987**

Lodged by:

Name: Mills Oakley Lawyers

Phone: (03) 9670 9111

Address: Level 4, 121 William Street, Melbourne VIC 3000

Ref: Customer Code: 13223E

**Privacy Collection Statement**

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

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

Land: Certificates of Title Volume 6561 Folio 099 and Volume 10790 Folio 858.

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

Section and Act Under which Agreement made: Section 173 of the Planning and Environment Act 1987

A copy of the Agreement is attached to this Application.

Signature for Authority:

Name of Officer:

DAVID TURNBULL (print full name)

Date:

28 - 11 - 2008.

**AG231554R** ||||

04/12/2008 \$99.90 173



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

Date 28/11/2008

## **Agreement under Section 173 of the Planning and Environment Act 1987**

**Subject Land: Epping North East Local Structure Plan Area**

**Purpose: Transfer of Regional Open Space**

**Whittlesea City Council**

and

**AV Jennings Properties SPV No. 5 Pty Limited**

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# Agreement under Section 173 of the Planning and Environment Act 1987

DATE 28/11/2008

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**BETWEEN**

**WHITTLESEA CITY COUNCIL**  
of Municipal Offices, Ferres Boulevard, South Morang

(Council)

**AND**

**AV JENNINGS PROPERTIES SPV No. 5 PTY LIMITED ACN 126373082**  
of 6 Lakeside Drive, Burwood East, Melbourne, 3151

(Owner)

## RECITALS

- A. Council is the Planning Authority pursuant to the Act for the Amendment.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. The Subject Land is part of the Epping North Growth Area which is to be developed for urban purposes generally in accordance with the Epping North Strategic Plan.
- D. The Epping North East Local Structure Plan identifies land which is required for the purpose of regional public open space and road widening. The Owner owns certain land required for regional public open space and road widening and has agreed with Council to transfer the required land to Council on the terms and conditions set out in this Agreement.
- E. The parties enter into this Agreement to achieve and advance the objectives of planning in Victoria and in particular the objectives of the Planning Scheme in respect of the Subject Land.

## THE PARTIES AGREE

### 1. DEFINITIONS

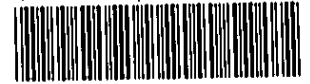
In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

**Act** means the *Planning and Environment Act 1987*.

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

**Amendment** means Amendment C81 (Part 1) to the Planning Scheme.

**Approval Date** is the date on which a notice of approval of the Amendment is published in the Government Gazette.



**Corner Land** means the land described in clause 3.4 of this Agreement.

**Development Plan** means the development plan approved by the Council pursuant to Schedule 21 to the Development Plan Overlay of the Planning Scheme.

**Easement Land** means approximately 4.92 hectares of encumbered land within the transmission of electricity Easement Registered number D983798 as marked "AB" on the plan at Annexure A and referred to as "Transmission Easement" on that Plan.

**Epping North East Local Structure Plan Development Contributions Plan** means the Epping North East Local Structure Plan Development Contributions Plan incorporated into the Scheme.

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

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

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

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

**Plan of Subdivision** means a plan of subdivision relating to the Subject Land which is not a procedural plan but a plan that upon registration creates an additional lot which can be disposed of separately and is intended to be used for a dwelling or which is intended to be re-subdivided.

**Regional Open Space Land** means not less than 15.35 hectares of unencumbered land for regional active open space as marked "AC" on the plan at Annexure A and referred to as "Active Open Space – Regional" on that Plan.

**Road Widening Land** means subject at all times to the provisions of Clause 3.6, not more than 0.56 hectares of land for road widening of Harvest Home Road as shown "cross-hatched" on the plan at Annexure A and marked as Harvest Home Road Widening on that Plan.

**Subject Land** means the land referred to or described in the Certificate(s) of Title set out in Schedule 1 to this Agreement and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

**2. INTERPRETATION**

---

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.

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

**3. DEVELOPMENT CONTRIBUTIONS**

---

The Owner covenants and agrees:

**3.1 Land transfers**

3.1.1 the Owner must transfer to or vest in Council the following land:

- the Regional Open Space Land;
- the Road Widening Land; and
- the Easement Land –

in accordance with this Agreement.

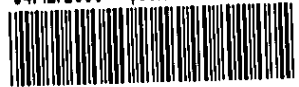


**3.2 Timing of land transfer**

3.2.1 unless Council and the Owner agree on a different timetable, each of the land areas described in clause 3.1.1 of this Agreement must be transferred to or vested in Council:

- within 6 months of the Approval Date; or
- contemporaneously with the registration of a Plan of Subdivision which includes the relevant land area

whichever occurs first;



**3.3 Passive Public Open Space**

3.3.1 Notwithstanding anything in this Agreement a contribution for Passive Open Space purposes as envisaged under Clause 52.01 of the Planning Scheme must be provided either in cash or as land or as a combination of them generally in accordance with the Passive Open Space identified in the Epping North East Local Structure Plan and the Epping North East Local Structure Plan Development Contributions Plan; and

3.3.2 Where any part of the Passive Open Space Contribution is to be paid in cash, the site value of land for the purpose of ascertaining the required monetary amount of the cash contribution shall be deemed to be \$500,000.00 per hectare.

**3.4 Corner Land**

3.4.1 that part of the Subject Land which is located on the north west corner of Harvest Home Road and Epping Road comprising an area of not more than 0.5 hectares must be used as a Restaurant as defined in the Land Use Terms clause of the Planning Scheme and for no other purpose. The Owner further acknowledges and agrees that the Corner Land must not be used for a Convenience Restaurant or a Take Away Food Premises as those Land Use Terms are defined in the Planning Scheme as in force at the date of this Agreement.

3.4.2 the design of the Restaurant on the Corner Land should: -

- be architecturally designed and address Epping Road and Harvest Home Road;
- have its car park located behind the Restaurant; and
- where possible, share access point/s with the Regional Open Space Land -

to the satisfaction of Council;

**3.5 Lower order infrastructure**

nothing in this Agreement affects the obligations of the Owner to provide the Lower Order Infrastructure items described in Schedule 2 which must be provided by the Owner as part of the urban development of the Subject Land.

**3.6 Road Widening Land**

3.6.1 the defined area of the Road Widening Land is based upon the assumption that the parcel of land in Certificate of Title Volume 6561 Folio 099 has a frontage abutting Harvest Home Road of 404 metres. In the event of a licensed surveyor identifying that assumption to be incorrect the area of the Road Widening Land is to be recalculated by application of the following formula:

$$14 \times \text{length of frontage to Harvest Home Road of the parcel of land in Certificate of Title Volume 6561 Folio 099} = \text{Road Widening Land area.}$$

- 3.6.2 the recalculated area of the Road Widening Land under clause 3.6.1 is then to be substituted for the area for Road Widening Land as defined in clause 1 of this Agreement.

#### **4. COUNCIL ACKNOWLEDGEMENT**

---

Council acknowledges and agrees:

- 4.1 the transfer or vesting of each of the land areas described in clause 3.1.1 of this Agreement satisfies in full the obligations that would otherwise accrue to the Owner to make development contributions under the approved Epping North East Local Structure Plan Development Contributions Plan and under clause 3 (d) of Section 173 Agreement Registered No. AC707470G other than for passive public open space as referred to in Clause 3.3 of this Agreement;
- 4.2 subject to the final location and design being approved by Council which approval is not to be unreasonably withheld, the Owner may construct roads along and within the north eastern boundary of the Easement Land and lay services across the Easement Land;
- 4.3 that the location of the Regional Open Space Land as shown in the plan at Annexure A is approximate and reflects current expectations of the Council and the Owner and is subject to finalisation in both size and precise location at the time Council is approving the Development Plan for the Subject Land;
- 4.4 after each of the land areas described in clause 3.1.1 has been transferred to or vested in Council the obligation to maintain that Land at all times in a good, tidy and presentable condition will be that of the Council; and
- 4.5 that nothing in this Agreement effects or limits the right of the Owner to receive from Council reimbursement for costs incurred by it when undertaking the construction of any item of infrastructure the provision of which is covered by the Epping North East Local Structure Plan Development Contributions Plan.

#### **5. FURTHER OBLIGATIONS OF THE OWNER**

---

##### **5.1 Notice and registration**

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

##### **5.2 Further actions**

The Owner further covenants and agrees that:

- 5.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 5.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or

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procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

**5.3 Council's costs to be paid**

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

**6. AGREEMENT UNDER SECTION 173 OF THE ACT**

---

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

**7. OWNER'S WARRANTIES**

---

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

**8. SUCCESSORS IN TITLE**

---

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

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

**9. GENERAL MATTERS**

---

**9.1 Notices**

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

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

**AG231554R**



AG231554R



## 9.2 Service of Notice

A notice or other communication is deemed served:

- 9.2.1 if delivered, on the next following business day;
- 9.2.2 if posted, on the expiration of 7 business days after the date of posting; or
- 9.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

## 9.3 No Waiver

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

## 9.4 Severability

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

## 9.5 No Fettering of Council's Powers

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

## 10. GOODS AND SERVICES TAX

---

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

## 11. COMMENCEMENT OF AGREEMENT

---

Unless otherwise provided in this Agreement, this Agreement commences from the Approval Date.

**12. ENDING OF AGREEMENT**

- 12.1 This Agreement ends as against all of the Subject Land except the Corner Land when the Owner has complied with all of the obligations imposed on the Owner under this Agreement and both Council and the Owner agree that the Agreement can be removed from the title to the Subject Land.
- 12.2 If any part of the Subject Land is subdivided the Council and the Owner may agree that this Agreement is no longer required in relation to one or more particular allotments shown on the Plan of Subdivision and that:
  - 12.2.1 the Agreement will end in relation to that allotment; and
  - 12.2.2 a recording of the Agreement is not required to be registered on any subsequent certificate of title generated for that allotment.
- 12.3 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

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

The Common Seal of the Whittlesea City Council was hereunto affixed in the presence of:

*[Signature]*  
..... Chief Executive Officer

**AG231554R**



Executed by AV JENNINGS PROPERTIES SPV NO. 5 PTY LIMITED ACN 126 373 082 by its Attorney PETER VLITAS under Power of Attorney dated 21 April 2008 who certifies that he has received no notice of revocation and in the presence of:

*[Signature]*  
.....  
Witness  
*[Signature]* ANTHONY GEORGE

*[Signature]*  
..... Peter Vlitas

**Mortgagee's Consent**

BOS International (Australia) Ltd as Mortgagee of registered mortgage No. AF341762D consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.



ROB MOULDEN  
DIRECTOR.

**AG231554R**

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## Schedule 1

---

### Certificates of Title comprising the Subject Land

Firstly, Lot 1 on Title Plan No. TP832702N being the land contained in Certificate of Title Volume 6561 Folio 099.

Secondly, Lot 1 on Plan of Subdivision No. PS519651P being the land contained in Certificate of Title Volume 10790 Folio 858.

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## Schedule 2

---

### Lower Order Infrastructure Items

Lower Order Infrastructure items include:

- all internal roads and associated traffic management measures except those items specifically included in the Epping North East Local Structure Plan Development Contributions Plan
- internal flood mitigation works;
- local drainage systems;
- main drainage works except those specifically included in the Epping North East Local Structure Plan Development Contributions Plan ;
- water, sewerage, underground power, gas and telecommunications services;
- local pathways and connections to the regional or district pathway network;
- basic levelling, water tapping and landscaping of public open space except those specifically included in the Epping North East Local Structure Plan Development Contributions Plan;
- public open space improvements and any agreed associated works.
- other works not specifically included in the Epping North East Local Structure Plan Development Contributions Plan.

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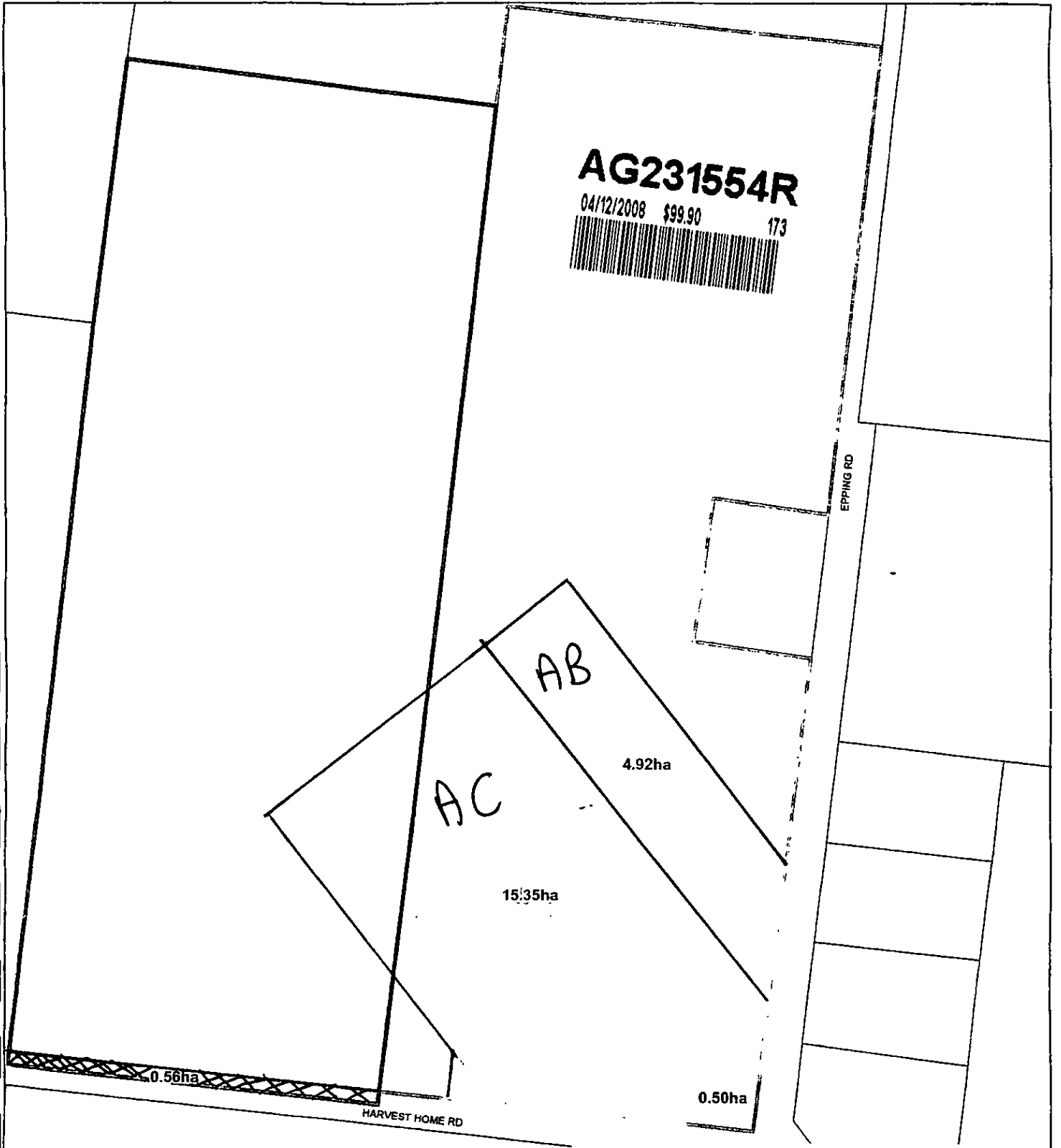


**ANNEXURE "A"**

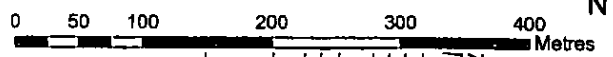
**AG231554R**

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-  220 Harvest Home Road, Wollert
-  219 Epping Road, Wollert
-  Active Open Space - Regional
-  Transmission Easement
-  Harvest Home Road Widening
-  Parcel





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Section 181

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

**Planning and Environment Act 1987**

Lodged by:

Name: Macpherson+Kelley Lawyers  
Phone: 8615 9900  
Address: Level 22, 114 William Street, Melbourne  
Ref: CLT:197581  
Customer Code: 1161S

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

W Land: LOTS 3001 + 03041 (b.i) + 1002 to 1004 (b.i) ON PS 633444 & BEING PART OF THE LAND IN CERTIFICATES OF TITLE VOLUME 1112 FOLIOS 765 and 769 IN NOW = 11210/040 TO 11210/083

Authority:  
**Whittlesea City Council of Ferres Boulevard, South Morang, 3752**

M 18/6/10

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

A copy of the Agreement is attached to this Application.

Signature for Authority: *David Turnbull*

Name of Officer (print full name):

DAVID TURNBULL

Date: 11.6.10

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**WHITTLESEA CITY COUNCIL**  
"Responsible Authority"

**AVJENNINGS WOLLERT PTY LTD**  
ACN 126 373 082  
"Owner"

## **SECTION 173 AGREEMENT**

**Parts of Stage 30, Lyndarum Estate, Wollert**

**herbertgeer**

Level 20 385 Bourke Street Melbourne 3000 Australia

Telephone +613 9641 8744

Facsimile +613 9600 4412

Reference SJS:EYG:1341130

Steven Smith

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**AH294279X**



**SECTION 173 AGREEMENT**

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**THIS SECTION 173 AGREEMENT** is made the                      day of                      2010.

**BETWEEN**        **WHITTLESEA CITY COUNCIL** of 25 Ferres Boulevard, South Morang,  
Victoria  
"Responsible Authority"

**AND**                **AVJENNINGS WOLLERT PTY LTD** ACN 126 373 082 of 6 Lakeside  
Drive, Burwood East, Victoria  
"Owner"

**ON THE BASIS THAT:**

- A.**        The Responsible Authority is responsible for the administration and enforcement of the Planning Scheme pursuant to the Act which applies to the Land.
- B.**        The Owner is or is entitled to be the registered proprietor of an estate in fee simple of the Land.
- C.**        On 24 August 2009, the Responsible Authority issued the Planning Permit allowing the Land to be subdivided in accordance with the Endorsed Subdivision Plan.
- D.**        Condition 20 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition.
- E.**        The Parties enter into this Agreement:
  - (i)        to give effect to the requirements of the Planning Permit; and
  - (ii)       to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Land.
- F.**        As at the date of this Agreement, the Land is encumbered by Mortgage No. AH141448H. The Mortgagee has consented to the Owner entering into this Agreement in respect of the Land.

**THE PARTIES AGREE THAT:**

**1.        DEFINITIONS AND INTERPRETATION**

**1.1       Definitions**

In this Agreement:

- Act**                                means the *Planning and Environment Act 1987* (Vic) or any modification, amendment or re-enactment of it
- Agreement**                        means this Section 173 Agreement and any agreement executed by the parties expressed to be supplemental to this agreement
- Business Day**                    means any day that is not a Saturday or Sunday on which banks are open for general banking business in Melbourne
- Commencement Date**                means the date of this Agreement

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<b>Conservation Management Plan</b>	means the 126A and 156A Harvest Home Road, Wollert Conservation Management Plan prepared by AECOM dated 24 November 2009. A copy of the Conservation Management Plan is available for inspection at the Responsible Authority's office during normal business hours upon giving the Responsible Authority reasonable notice
<b>Endorsed Subdivision Plan</b>	means the plan of subdivision 633444G endorsed with the stamp of the Responsible Authority from time to time as the plan which forms part of the Planning Permit. A copy of the Endorsed Subdivision Plan is available for inspection at the Responsible Authority's office during normal business hours upon giving the Responsible Authority reasonable notice
<b>Land</b>	means all of the lots on the Endorsed Subdivision Plan and more particularly comprised in Certificates of Title Volume 11112 Folios 765 and 769
<b>Lot</b>	means a lot on the Land forming part of the Endorsed Subdivision Plan
<b>Mortgagee</b>	means the person registered or entitled from time to time to be registered by the Registrar as Mortgagee of the Land or any part of it
<b>Owner</b>	means the person or persons registered or entitled from time to time to be registered by the Registrar as proprietor or proprietors of an estate in fee simple of the Land or any part of it and includes a mortgagee-in-possession
<b>Party or Parties</b>	means the Owner and the Responsible Authority under this Agreement as appropriate
<b>Planning Permit</b>	means planning permit no. 711479 issued by the City of Whittlesea on 24 August 2009 under the Planning Scheme
<b>Planning Scheme</b>	means the Whittlesea Planning Scheme and any successor instrument or other planning scheme which applies to the Land
<b>Registrar</b>	means the Registrar of Titles, Victorian Land Registry Office
<b>Reserve</b>	means land that is set aside as public open space or for the use of a public authority or the Responsible Authority

## 1.2 Interpretation

In this Agreement unless the contrary intention appears:

- (a) a reference to a person includes a reference to a corporation firm association or other entity and that person's successors in law, and vice versa;



- (b) the singular includes the plural and vice versa;
- (c) a reference to any gender includes a reference to all other genders;
- (d) a reference to any legislation or to any provision of any legislation includes a reference to any modification or re-enactment of or any provisions substituted for such legislation or provisions;
- (e) an agreement, representation or warranty made by two or more persons is made by them jointly and by each of them severally;
- (f) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (g) if an act required to be done under this Agreement on or by a given day is done after 5:30 pm on that day, it is taken to be done on the following day;
- (h) the obligations of the Owner under this Agreement will take effect as separate and several covenants which are annexed to and run at law and equity with the Land, provided that if the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a Lot is only responsible for those covenants and obligations which relate to that owner's Lot;
- (i) a term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- (j) the introductory clauses to this Agreement are and will be deemed to form part of this Agreement.

**1.3 Headings**

Headings are inserted for convenience only and do not affect the interpretation of this Agreement.

**2. SECTION 173 AGREEMENT**

Without limiting the operation or effect which this Agreement otherwise has, the Responsible Authority and the Owner acknowledge that this Agreement is made as a deed pursuant to the provisions of section 173 of the Act and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Land may be used and developed pursuant to the Planning Permit.

**3. OPERATION OF THE AGREEMENT**

**3.1 Agreement runs with the Land**

This Agreement is deemed to come into force and effect as at the Commencement Date and the benefit and burden of this Agreement shall run at law and in equity with and be annexed to the Land.



**3.2 Planning Objectives**

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

**3.3 Binding Covenants**

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

**4. SUCCESSORS IN TITLE**

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

- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- (b) execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if, in addition to the Owner's name, the successor's name appears in each clause in which the Owner's name appears.

**5. OWNERS' COVENANTS**

The Owner covenants and agrees that:

- (a) the Owner must, at no cost to the Responsible Authority and to the satisfaction of the Responsible Authority, implement on a progressive basis the recommendations and requirements contained in sections 2, 3, 4 and 5 of the Conservation Management Plan as it relates to the development of the Land; and
- (b) the maintenance and management regimes to be used by the Owner to achieve compliance with **Clause 5(a)** must be those contained in the Conservation Management Plan.

**6. REGISTRATION OF AGREEMENT**

The Owner agrees that it will:

- (a) do all things necessary to give effect to this Agreement; and
- (b) consent to the Responsible Authority making application to the Registrar to make a recording of this Agreement in the register on the certificates of title of the Land in accordance with section 181 of the Act; and do all things necessary to enable the Responsible Authority to do so including signing any further agreement, acknowledgment or documents procuring the

consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the register under that section.

**7. NOTICE OF AGREEMENT**

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

**8. NO INTEREST**

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

**9. NO RESTRICTION**

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

**10. FURTHER ASSURANCES**

Each of the Parties to this Agreement must sign and execute all such further documents and deeds and do all acts and things as the other party reasonably requires to effect the terms and conditions contained in this Agreement.

**11. NOTICES**

11.1 Any notice given under this Agreement must be in writing and must be signed by the Party giving the notice or any authorised officer of that Party.

11.2 Unless and until a Party provides notice of a different address or facsimile number to the other Parties to this Agreement, its address for service of notices shall be as stated in this Agreement.

11.3 Unless a later time is specified in a notice, the notice takes effect from the time it is received. A notice is taken to be received:

- (a) in the case of a notice delivered by hand, when so delivered;
- (b) in the case of a notice sent by pre-paid post, on the second clear Business Day after the date of posting; and
- (c) in the case of a notice sent by facsimile, upon the receipt by the sender of a transmission report from the despatching facsimile machine which confirms



that all of the pages comprised in the notice have been successfully sent to the receiving Party's facsimile number.

**12. ENDING OF AGREEMENT**

12.1 The Parties agree that this Agreement ends, in accordance with section 177 of the Act, on the date upon which the Responsible Authority reasonably determines and notifies the Owner in writing that the Owner has complied with all of its obligations under this Agreement or the date upon which the Responsible Authority notifies the Owner in writing that the Responsible Authority no longer requires the Owner to perform such obligations.

12.2 As soon as reasonably practicable after this Agreement ends pursuant to **Clause 12.1**, the Responsible Authority will at the request and cost of the Owner make an application under section 183(2) of the Act to cancel the recoding of this Agreement on the register.

**13. MISCELLANEOUS**

**13.1 Costs and Stamp Duty**

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

**13.2 Entire Understanding**

This Agreement supersedes all prior representations, arrangements, understandings and agreements between the Parties relating to the subject matter of this Agreement and sets forth the entire and exclusive agreement and understanding between the Parties relating to the subject matter of this Agreement.

**13.3 Successors and Assigns**

This Agreement shall enure to the benefit of and be binding upon each of the Parties and their respective successors and authorised assigns.

**13.4 No Waiver or Variation**

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

**13.5 Severance**

If any provision of this Agreement is judged invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, such invalidity or unenforceability (unless deletion of such provision would materially adversely affect one of the Parties) will not affect the operation or interpretation of any other provision of this Agreement to the extent that the invalid or unenforceable provision will be treated as



severed from this Agreement and the other provisions of this Agreement will remain operative.

**13.6 Recitals**

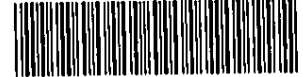
The Parties acknowledge that the recitals are true and correct and form part of this Agreement.

**13.7 Governing Law and Jurisdiction**

This Agreement shall be construed in accordance with and shall be governed by the laws in force in the State of Victoria. Each of the Parties irrevocably submits to and accepts the exclusive jurisdiction of any of the Courts of the State of Victoria or the Commonwealth of Australia and any courts of appeal from these courts.

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AH294279X



EXECUTED as a DEED

SIGNED by and on behalf, and with the authority, of the WHITTLESEA CITY COUNCIL by DAVID TURNBULL in the exercise of a power conferred by an Instrument of Delegation, in the presence of:

Handwritten signature of David Turnbull

Witness: [Handwritten signature]

SIGNED by PETER HOOD as attorney for AVJENNINGS WOLLERT PTY LTD ACN 126 373 082 under power of attorney dated 25 MAY 2010 in the presence of:

Handwritten signature of Peter Hood

By executing this Agreement the attorney states that the attorney has received no notice of revocation of the power of attorney

Signature of Witness: [Handwritten signature]

Print name: NICK ELLIOTT

United Overseas Bank Ltd as Mortgagee of registered mortgage No. AH141448H consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes the Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Signed by Peter Henry Mackinlay as attorney for United Overseas Bank Limited ABN 56 060 785 284 under power of attorney dated 1st August 2003 in the presence of

Handwritten signature of Peter Henry Mackinlay

Signature of witness: [Handwritten signature]

Peter Henry Mackinlay

Ronald Samuel Johnston

Name of witness (print)



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Section 181

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

**Planning and Environment Act 1987**

Lodged by:

Name: Macpherson+Kelley Lawyers  
Phone: 8615 9900  
Address: Level 22, 114 William Street, Melbourne  
Ref: CLT:198305  
Customer Code: 1161S

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

Land:

**The land in Certificate of Title Volume 11210 Folio 080**

Authority:

**Whittlesea City Council of Ferres Boulevard, South Morang, 3752**

Section and Act under which Agreement made:

**Section 173 of the Planning and Environment Act 1987**

A copy of the Agreement is attached to this Application.

Signature for Authority: 

Name of Officer (print full name): **LAGER SUCIC**

Date: **15/12/2010**

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**WHITTLESEA CITY COUNCIL**  
"Responsible Authority"

**AVJENNINGS WOLLERT PTY LTD**  
ACN 126 373 082  
"Owner"

## **SECTION 173 AGREEMENT**

**Parts of Stage 31, Lyndarum Estate, Wollert**

**herbertgeer**

Level 20 385 Bourke Street Melbourne 3000 Australia  
Telephone +613 9641 8620  
Facsimile +613 9670 5670  
Reference SJS:EAL:1344783  
Steven Smith

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**SECTION 173 AGREEMENT**

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THIS SECTION 173 AGREEMENT is made the 14 day of December 2010.

**BETWEEN** WHITTLESEA CITY COUNCIL of 25 Ferres Boulevard, South Morang, Victoria  
"Responsible Authority"

**AND** AVJENNINGS WOLLERT PTY LTD ACN 126 373 082 of 6 Lakeside Drive, Burwood East, Victoria  
"Owner"

**ON THE BASIS THAT:**

- A. The Responsible Authority is responsible for the administration and enforcement of the Planning Scheme pursuant to the Act which applies to the Land.
- B. The Owner is or is entitled to be the registered proprietor of an estate in fee simple of the Land.
- C. On 24 August 2009, the Responsible Authority issued the Planning Permit allowing the Land to be subdivided in accordance with the Endorsed Subdivision Plan.
- D. Condition 20 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition.
- E. The Parties enter into this Agreement:
  - (i) to give effect to the requirements of the Planning Permit; and
  - (ii) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Land.
- F. As at the date of this Agreement, the Land is encumbered by Mortgage No. AH141448H. The Mortgagee has consented to the Owner entering into this Agreement in respect of the Land.

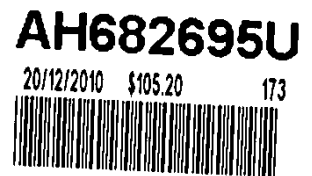
**THE PARTIES AGREE THAT:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

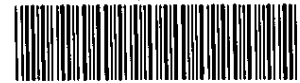
In this Agreement:

- Act** means the *Planning and Environment Act 1987* (Vic) or any modification, amendment or re-enactment of it
- Agreement** means this Section 173 Agreement and any agreement executed by the parties expressed to be supplemental to this agreement
- Business Day** means any day that is not a Saturday or Sunday on which banks are open for general banking business in Melbourne
- Commencement Date** means the date of this Agreement



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<b>Conservation Management Plan</b>	means the 126A and 156A Harvest Home Road, Wollert Conservation Management Plan prepared by AECOM dated 24 November 2009. A copy of the Conservation Management Plan is available for inspection at the Responsible Authority's office during normal business hours upon giving the Responsible Authority reasonable notice
<b>Endorsed Subdivision Plan</b>	means the plan of subdivision 637692P endorsed with the stamp of the Responsible Authority from time to time as the plan which forms part of the Planning Permit. A copy of the Endorsed Subdivision Plan is available for inspection at the Responsible Authority's office during normal business hours upon giving the Responsible Authority reasonable notice
<b>Land</b>	means all of the lots on the Endorsed Subdivision Plan and more particularly comprised in Certificate of Title Volume 11210 Folio 080
<b>Lot</b>	means a lot on the Land forming part of the Endorsed Subdivision Plan
<b>Mortgagee</b>	means the person registered or entitled from time to time to be registered by the Registrar as Mortgagee of the Land or any part of it
<b>Owner</b>	means the person or persons registered or entitled from time to time to be registered by the Registrar as proprietor or proprietors of an estate in fee simple of the Land or any part of it and includes a mortgagee-in-possession
<b>Party or Parties</b>	means the Owner and the Responsible Authority under this Agreement as appropriate
<b>Planning Permit</b>	means planning permit no. 711479 issued by the City of Whittlesea on 24 August 2009 under the Planning Scheme
<b>Planning Scheme</b>	means the Whittlesea Planning Scheme and any successor instrument or other planning scheme which applies to the Land
<b>Registrar</b>	means the Registrar of Titles, Victorian Land Registry Office
<b>Reserve</b>	means land that is set aside as public open space or for the use of a public authority or the Responsible Authority

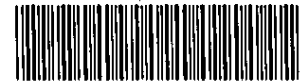
**1.2 Interpretation**

In this Agreement unless the contrary intention appears:

- (a) a reference to a person includes a reference to a corporation firm association or other entity and that person's successors in law, and vice versa;

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- (b) the singular includes the plural and vice versa;
- (c) a reference to any gender includes a reference to all other genders;
- (d) a reference to any legislation or to any provision of any legislation includes a reference to any modification or re-enactment of or any provisions substituted for such legislation or provisions;
- (e) an agreement, representation or warranty made by two or more persons is made by them jointly and by each of them severally;
- (f) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (g) if an act required to be done under this Agreement on or by a given day is done after 5:30 pm on that day, it is taken to be done on the following day;
- (h) the obligations of the Owner under this Agreement will take effect as separate and several covenants which are annexed to and run at law and equity with the Land, provided that if the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a Lot is only responsible for those covenants and obligations which relate to that owner's Lot;
- (i) a term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- (j) the introductory clauses to this Agreement are and will be deemed to form part of this Agreement.

**1.3 Headings**

Headings are inserted for convenience only and do not affect the interpretation of this Agreement.

**2. SECTION 173 AGREEMENT**

Without limiting the operation or effect which this Agreement otherwise has, the Responsible Authority and the Owner acknowledge that this Agreement is made as a deed pursuant to the provisions of section 173 of the Act and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Land may be used and developed pursuant to the Planning Permit.

**3. OPERATION OF THE AGREEMENT**

**3.1 Agreement runs with the Land**

This Agreement is deemed to come into force and effect as at the Commencement Date and the benefit and burden of this Agreement shall run at law and in equity with and be annexed to the Land.

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### 3.2 Planning Objectives

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

### 3.3 Binding Covenants

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

## 4. SUCCESSORS IN TITLE

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

- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- (b) execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if, in addition to the Owner's name, the successor's name appears in each clause in which the Owner's name appears.

## 5. OWNERS' COVENANTS

The Owner covenants and agrees that:

- (a) the Owner must, at no cost to the Responsible Authority and to the satisfaction of the Responsible Authority, implement on a progressive basis the recommendations and requirements contained in sections 2, 3, 4 and 5 of the Conservation Management Plan as it relates to the development of the Land; and
- (b) the maintenance and management regimes to be used by the Owner to achieve compliance with **Clause 5(a)** must be those contained in the Conservation Management Plan.

## 6. REGISTRATION OF AGREEMENT

The Owner agrees that it will:

- (a) do all things necessary to give effect to this Agreement; and
- (b) consent to the Responsible Authority making application to the Registrar to make a recording of this Agreement in the register on the certificates of title of the Land in accordance with section 181 of the Act and do all things necessary to enable the Responsible Authority to do so including signing any further agreement, acknowledgment or documents procuring the

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consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the register under that section.

**7. NOTICE OF AGREEMENT**

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

**8. NO INTEREST**

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

**9. NO RESTRICTION**

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

**10. FURTHER ASSURANCES**

Each of the Parties to this Agreement must sign and execute all such further documents and deeds and do all acts and things as the other party reasonably requires to effect the terms and conditions contained in this Agreement.

**11. NOTICES**

11.1 Any notice given under this Agreement must be in writing and must be signed by the Party giving the notice or any authorised officer of that Party.

11.2 Unless and until a Party provides notice of a different address or facsimile number to the other Parties to this Agreement, its address for service of notices shall be as stated in this Agreement.

11.3 Unless a later time is specified in a notice, the notice takes effect from the time it is received. A notice is taken to be received:

- (a) in the case of a notice delivered by hand, when so delivered;
- (b) in the case of a notice sent by pre-paid post, on the second clear Business Day after the date of posting; and
- (c) in the case of a notice sent by facsimile, upon the receipt by the sender of a transmission report from the despatching facsimile machine which confirms

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that all of the pages comprised in the notice have been successfully sent to the receiving Party's facsimile number.

**12. ENDING OF AGREEMENT**

12.1 The Parties agree that this Agreement ends, in accordance with section 177 of the Act, on the date upon which the Responsible Authority reasonably determines and notifies the Owner in writing that the Owner has complied with all of its obligations under this Agreement or the date upon which the Responsible Authority notifies the Owner in writing that the Responsible Authority no longer requires the Owner to perform such obligations.

12.2 As soon as reasonably practicable after this Agreement ends pursuant to **Clause 12.1**, the Responsible Authority will at the request and cost of the Owner make an application under section 183(2) of the Act to cancel the recoding of this Agreement on the register.

**13. MISCELLANEOUS**

**13.1 Costs and Stamp Duty**

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

**13.2 Entire Understanding**

This Agreement supersedes all prior representations, arrangements, understandings and agreements between the Parties relating to the subject matter of this Agreement and sets forth the entire and exclusive agreement and understanding between the Parties relating to the subject matter of this Agreement.

**13.3 Successors and Assigns**

This Agreement shall enure to the benefit of and be binding upon each of the Parties and their respective successors and authorised assigns.

**13.4 No Waiver or Variation**

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

**13.5 Severance**

If any provision of this Agreement is judged invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, such invalidity or unenforceability (unless deletion of such provision would materially adversely affect one of the Parties) will not affect the operation or interpretation of any other provision of this Agreement to the extent that the invalid or unenforceable provision will be treated as

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severed from this Agreement and the other provisions of this Agreement will remain operative.

**13.6 Recitals**

The Parties acknowledge that the recitals are true and correct and form part of this Agreement.

**13.7 Governing Law and Jurisdiction**

This Agreement shall be construed in accordance with and shall be governed by the laws in force in the State of Victoria. Each of the Parties irrevocably submits to and accepts the exclusive jurisdiction of any of the Courts of the State of Victoria or the Commonwealth of Australia and any courts of appeal from these courts.

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**EXECUTED as a DEED**

**SIGNED** by and on behalf, and with the authority, of the **WHITTLESEA CITY COUNCIL** by in the exercise of a power conferred by an Instrument of Delegation, in the presence of:

Witness Sola Nwaka

) Samir L.

**SIGNED** by **PETER HOOD** as attorney for **AVJENNINGS WOLLERT PTY LTD ACN 126 373 082** under power of attorney dated **25 MAY 2010** in the presence of:

Signature of Witness [Signature]

Print name Christine Bladeni

) [Signature]  
) By executing this Agreement the attorney states that the attorney has received no notice of revocation of the power of attorney

United Overseas Banks Ltd as Mortgagee of registered mortgage No. AH141448H consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes the Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

**SIGNED** by **PETER HENRY MACKINLAY** as attorney for **United Overseas Bank Limited ABN 56 060 785 284** under power of attorney dated **1<sup>st</sup> August 2003** in the presence of:

Signature of Witness [Signature]

Print name Ron Johnston

) [Signature]  
) **Peter Henry Mackinlay**

By executing this Agreement the attorney states that the attorney has received no notice of revocation of the power of attorney

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 21 May 2024 11:38 AM

## PROPERTY DETAILS

Address: **1 MATCH LANE WOLLERT 3750**  
Lot and Plan Number: **Lot 8 PS647502**  
Standard Parcel Identifier (SPI): **8\PS647502**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **895920**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 182 A3**

[www.whittlesea.vic.gov.au](http://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

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



**GRZ - General Residential**

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

## Planning Overlays

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

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 10 \(DCPO10\)](#)

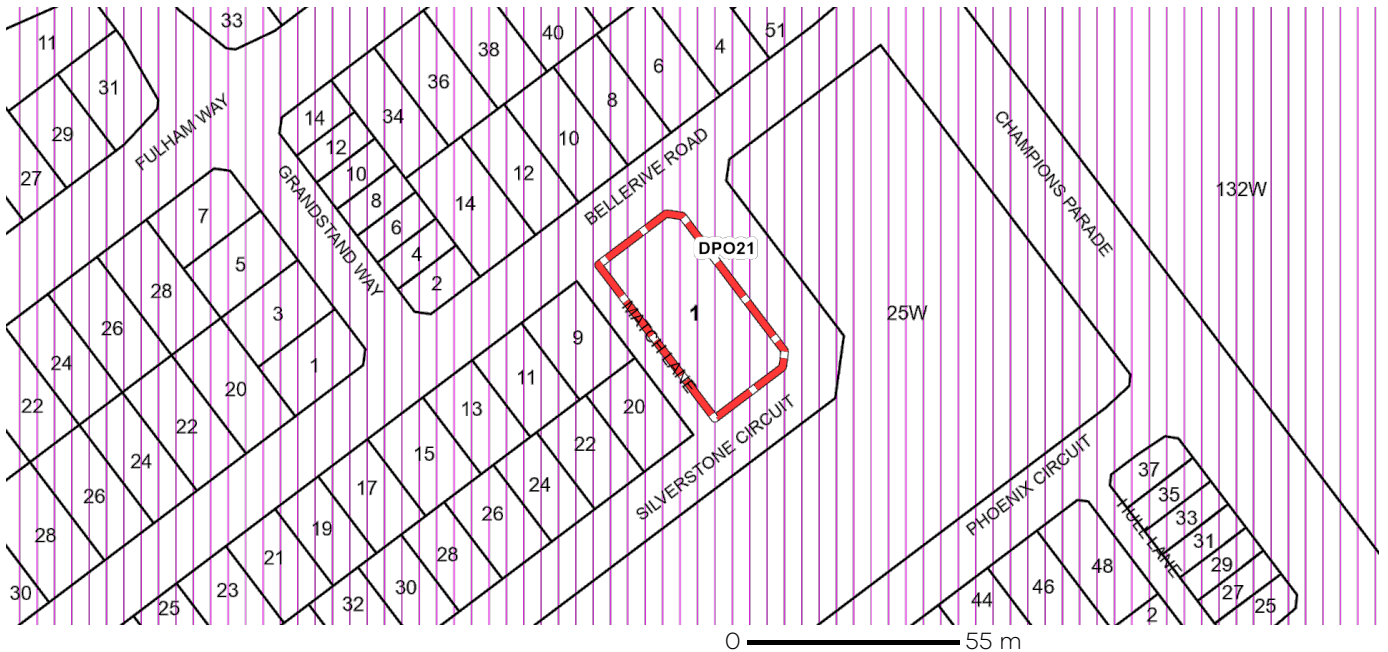


 **DCPO - Development Contributions Plan Overlay**

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

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 21 \(DPO21\)](#)



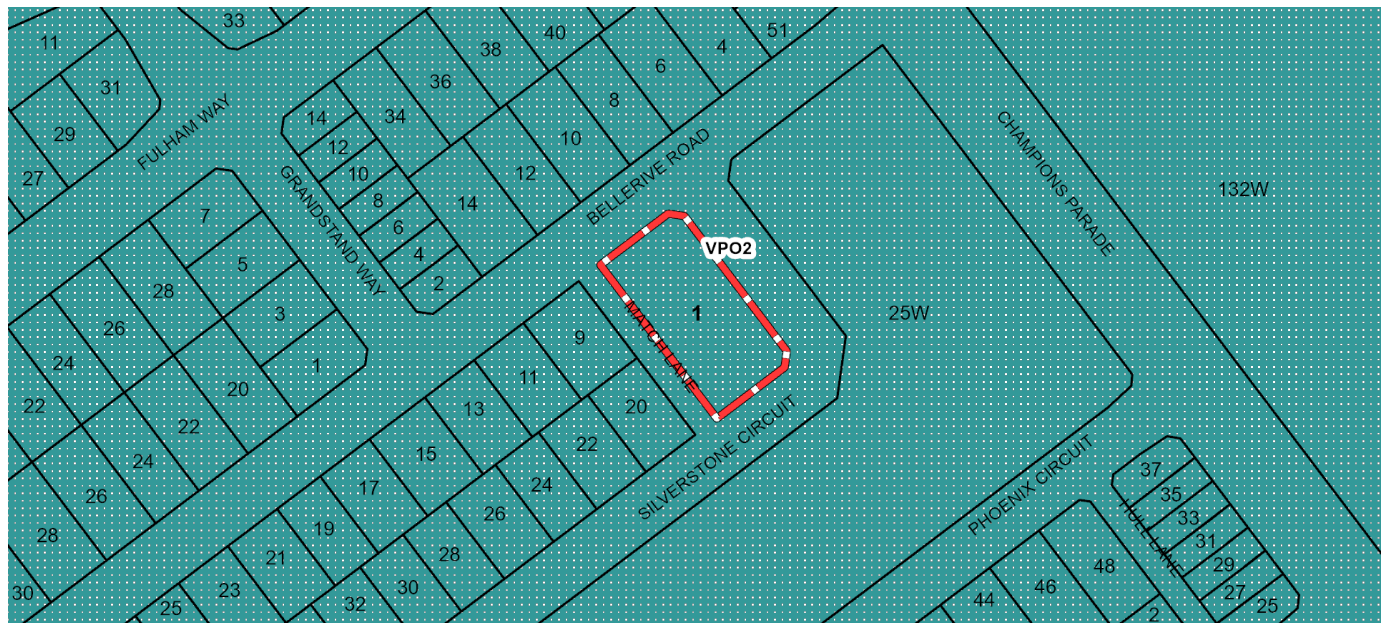
 **DPO - Development Plan Overlay**

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

## Planning Overlays

### VEGETATION PROTECTION OVERLAY (VPO)

### VEGETATION PROTECTION OVERLAY - SCHEDULE 2 (VPO2)



 **VPO - Vegetation Protection Overlay**

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

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

### HERITAGE OVERLAY (HO)



 **HO - Heritage Overlay**

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

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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

## Further Planning Information

Planning scheme data last updated on 15 May 2024.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

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

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

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

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

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

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

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

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](http://Native%20vegetation%20(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 \(environment.vic.gov.au\)](http://NatureKit%20(environment.vic.gov.au))

## PROPERTY DETAILS

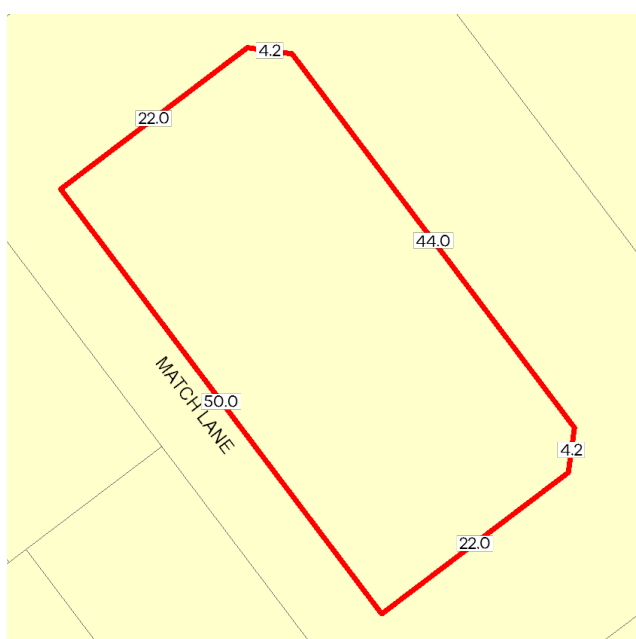
Address: **1 MATCH LANE WOLLERT 3750**  
Lot and Plan Number: **Lot 8 PS647502**  
Standard Parcel Identifier (SPI): **8\PS647502**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **895920**  
Directory Reference: **Melway 182 A3**

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

**Note:** There are 9 properties identified for this site.  
These can include units (or car spaces), shops, or part or whole floors of a building.  
Dimensions for these individual properties are generally not available.

## SITE DIMENSIONS

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



**Area:** 1241 sq. m

**Perimeter:** 146 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



Terms and Conditions apply

\$30 Hard Waste






Green Waste







Timber Waste






Brick &amp; Rubble Waste

 D Valentino  
 1 Match Lane  
 WOLLERT VIC 3750

029

Issue Date 25/08/2023

**Assessment Number**  
**0895920**

 For emailed notices register at  
[whittlesea.enotices.com.au](http://whittlesea.enotices.com.au)  
 Reference No: 056E239A0Z

**Property Details** 1 Match Lane WOLLERT VIC 3750

LOT 8 PS 647502R

**Owner :** D Valentino

**Valuation Details**

<b>Site Value</b>	<b>Capital Improved Value</b>	<b>Net Annual Value</b>
\$75,000	\$430,000	\$21,500

**Level of value date** 01/01/2023      **Valuation operative date** 01/07/2023

**AVPCC** 110 Detached Dwelling

**Rates and Charges**
**Council Charges**

General rate 21,500 x 0.04724460	\$1,015.76
Waste Service Charge (Res/Rural) 1 x 171.45	\$171.45

**State Government Charges**

Fire services charge (Res) 1 x 125.00	\$125.00
Fire services levy (Res) 430,000 x 125.00	\$19.78
Waste Landfill Levy Res/Rural 1 x 11.85	\$11.85

<b>Total</b>	<b>\$1,343.84</b>
--------------	-------------------

Payments received after 15 August 2023 may not be included on this notice

**INSTALMENT 1**

 \* **\$338.84**  
 Due By 30/09/2023

**INSTALMENT 2**
**\$335.00**  
 Due By 30/11/2023

**INSTALMENT 3**
**\$335.00**  
 Due By 28/02/2024

**INSTALMENT 4**
**\$335.00**  
 Due By 31/05/2024

**\*If Instalment 1 is not paid by 30/09/2023, your account will change to the lump sum option shown below.**

**LUMP SUM**
**\$1,343.84**  
 Due By 15/02/2024


Scan here to pay


**Where to pay**
[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

**Billers Code: 5157**
**Ref: 0895920**

 BPAY™ this payment via internet or phone banking.  
 BPAY View™ - View and pay this bill using internet banking  
 BPAY View Registration No.: 0895920

**Billpay Code: 0350**
**Ref: 8959208**

 Pay in person at any post office, phone 13 18 16 or go to  
[postbillpay.com.au](http://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**

 Hours - 8.30am to 5.00 pm Mon. to Fri.  
 (except public holidays).


\*350 8959208



\*350 8959208

## PAYMENT – INSTALMENTS / LUMP SUM

City of Whittlesea's rates and charges for 2023/24 are payable by four instalments or an annual lump sum.

**Instalments** – The four instalments and due dates are shown on the front of this notice. Payment of the first instalment must be received by 30 September 2023 to be on this schedule. Reminders will be issued for the second, third and fourth instalments.

**Lump sum** – A single lump sum payment due on or before 15 February 2024. This is the total amount for the financial year as shown on the front of this notice.

## 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](http://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*.

## FIRE SERVICES PROPERTY LEVY

Council must collect the Fire Services Property Levy. If the leviable land is rateable land, or if it is classed as residential but is not rateable land, you may apply for a waiver, deferral, or concession in accordance with sections 27 and 28 of the *Fire Services Property Levy Act 2012*.

A property is allocated an Australian Valuation Property Classification Code (AVPCC) to determine the land use classification for Fire Services Property Levy purposes.

## OBJECTION TO THE VALUATION

The values shown on this notice were assessed as at 1 January 2023 by the Valuer General Victoria. Objections to Council's valuation of your property (including the AVPCC) can be made under section 17 of the *Valuation of Land Act 1960*. Objection must be lodged within two months of this notice or Supplementary Notice being issued and can be lodged online at [ratingvaluationobjections.vic.gov.au](http://ratingvaluationobjections.vic.gov.au)

Regardless of an objection being lodged, the rates and charges as assessed must be paid by the due dates to avoid penalty interest. Any overpayments will be refunded. These valuations may be used by other authorities. The State Revenue Office uses the site value in assessing Land Tax. Contact the State Revenue Office for more information.

## FINANCIAL HARDSHIP

If you are struggling to pay your rates due to financial hardship, submit an enquiry form for consideration under our financial hardship policy at [whittlesea.vic.gov.au/about-us/rates/late-rates-payments/](http://whittlesea.vic.gov.au/about-us/rates/late-rates-payments/)

## ARRANGEMENTS

To apply for a payment plan or extension, email your request to [arrangements@whittlesea.vic.gov.au](mailto:arrangements@whittlesea.vic.gov.au) and include the assessment number and proposed plan (amount, frequency and start date).

## 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](http://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*.

## OBJECTION TO A RATE OR CHARGE

You can object to a rate or charge by appealing to the County Court under section 184 of the *Local Government Act 1989*. Any appeal must be lodged within 30 days of the date of issue of this notice. You may only appeal on one or more of the following grounds:

- that the land is not rateable land (this is not applicable to special rates)
- that the rate or charge assessment was calculated incorrectly
- that the person rated is not liable to be rated.

## 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.

## WASTE VOUCHERS

Vouchers are not transferable or for commercial use – the home owner must be present when using vouchers. Photo ID may be requested when presenting vouchers.

## DATE RATES DECLARED

27 June 2023

## 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

Email: [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)

Phone: (03) 9217 2170

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

Differential Rates Calculated on Net Annual Value		
Differential Type	Rate in the Dollar	Differential for this Assessment
General	0.04724460	\$1,015.76
Farm*	0.02834676	\$609.46

\* Eligible ratepayers can apply for farm rate. Please see Council's website for the application form.

## PAYMENT – INSTALMENTS / LUMP SUM

City of Whittlesea's rates and charges for 2023/24 are payable by four instalments or an annual lump sum.



21st May 2024

De Maria & Associates C/- InfoTrack (LEAP) C/- LAN  
LANDATA

Dear De Maria &amp; Associates C/- InfoTrack (LEAP) C/- LAN,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	1 MATCH LANE WOLLERT 3750
<b>Applicant</b>	De Maria & Associates C/- InfoTrack (LEAP) C/- LAN LANDATA
<b>Information Statement</b>	30851835
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	358343

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

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

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

Yours sincerely,

Chris Brace  
GENERAL MANAGER  
RETAIL SERVICES

## **Yarra Valley Water Property Information Statement**

Property Address	1 MATCH LANE WOLLERT 3750
------------------	---------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

## **Melbourne Water Property Information Statement**

Property Address	1 MATCH LANE WOLLERT 3750
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STATEMENT UNDER SECTION 158 WATER ACT 1989

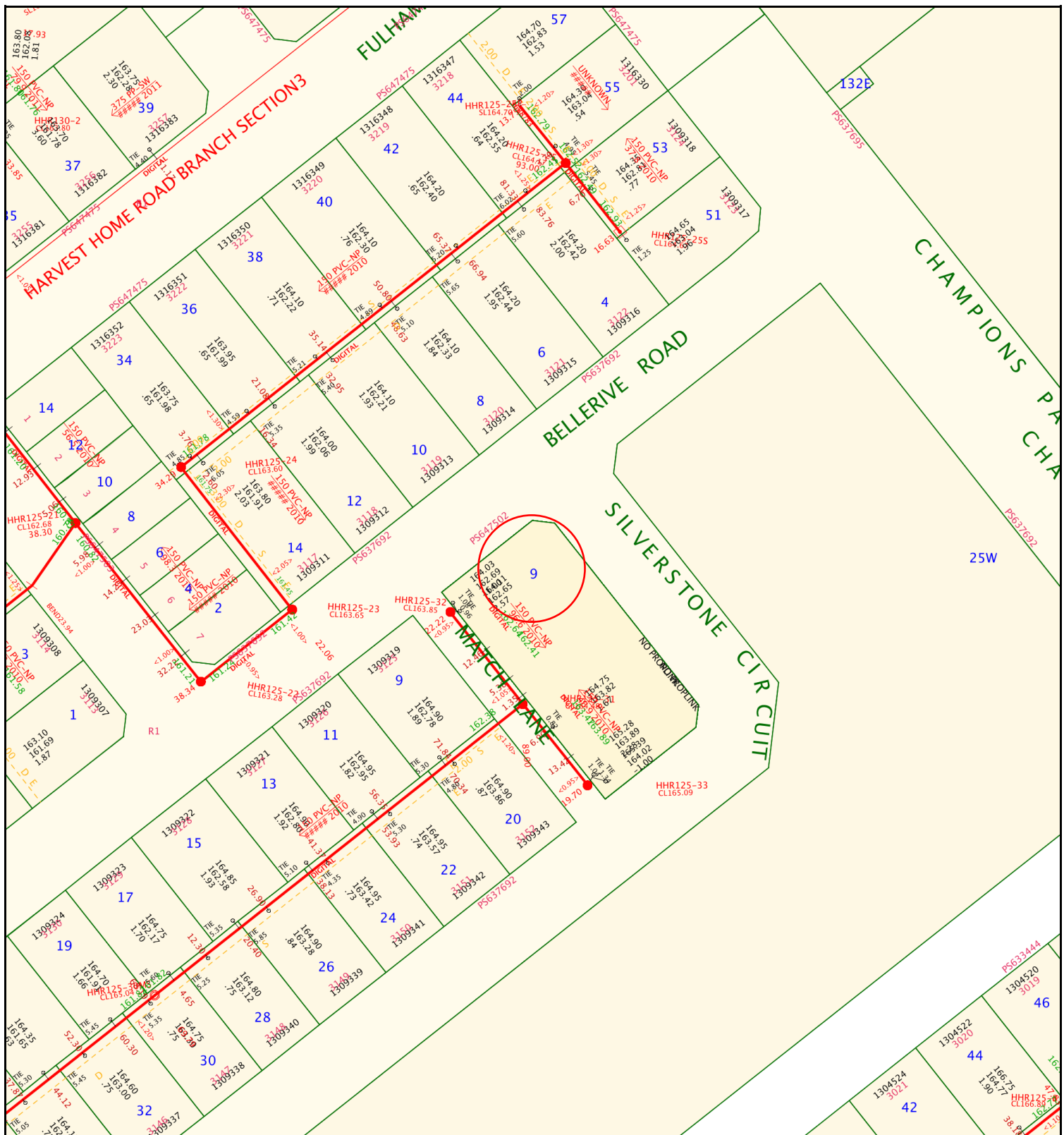
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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

















**Yarra Valley Water  
Information Statement  
Number: 30851835**

<b>Address</b>	1 MATCH LANE WOLLERT 3750
<b>Date</b>	21/05/2024
<b>Scale</b>	1:1000



**Yarra Valley Water**  
ABN 93 066 902 501

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

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

28th October 2013

**Application ID: 118448**

**CONDITIONS OF CONNECTION**

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

**Approval Detail**

**Water**

**Required Services**

<b>Product</b>	<b>Qty</b>
20mm New Estate Recycled Water Connection	1
Supply 20mm Drinking Water Meter	1
Supply 20mm Recycled Water Meter	1
20mm New Estate Drinking Water Connection	1

**Sewer**

**Connection Or Disconnection Details**

<b>Sewer Connection Description</b>	<b>PSP Number</b>
<b>Water &amp; Sewer Connection</b>	1310643

**Specific conditions affecting encumbrances on property:**

Recycled Water

## **Conditions of Connection Details**

### **GENERAL**

In these conditions the terms,

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

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

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

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

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

- Plumbing Regulations 1998 (Vic);
  - Water Industry Regulations 2006 (Vic);
  - Building Act 1993 (Vic);
  - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

If your property is subject to flooding you should contact Melbourne Water to confirm any actual recorded flood level and assess this information for any impact to the proposed development.

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

### **WATER**

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

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

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

All tappings, pluggings and metering products must be arranged by contacting the easyACCESS outlet where the application was made.

Work is to be carried out in accordance with the Water Metering & Servicing Guidelines available on our website.

All meters are supplied by Yarra Valley Water after payment of the relevant fees.

If the tapping and/or plugging is required to be performed outside of business hours, either at your request or as determined by Yarra Valley Water's plumbing contractor, an additional after hours fee will apply.

Meters are not permitted to be installed inside units/dwellings. In all situations where the meter is deemed inaccessible, either by your advice, or as determined by Yarra Valley Water plumbing contractor, remote read meters must be fitted at your cost. Remote read meters must be installed in the following circumstances: high rise developments; any water meter which is located where Yarra Valley Water will have to enter a building to read the meter; where access to the meter will be restricted by gates/fences. If you are aware that remote read meters will be required, please inform the easyACCESS staff at the time of booking.

For all tappings and/or pluggings, it is the responsibility of the person performing the excavation to obtain a Road Opening Permit from the local municipal authority before any excavation work commences. All traffic management requirements contained in the Road Opening permit must be complied with. The excavation must expose the main at the tapping/plugging point and be made safe prior to the tapping / plugging appointment time. If you choose to have Yarra Valley Water's plumbing contractor carry out the excavation, Yarra Valley Water will organize the necessary permit at an additional cost on a per road opening basis.

Failure to comply with any of these requirements will result in the booking being cancelled and a rebooking fee will apply.

Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858.

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858. If you wish to cancel the booking you will need to return to the easyACCESS store where the booking was made (if applicable) to seek a refund. A cancellation fee may apply.

## **METER ASSEMBLIES & POSITIONING**

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

Water meter assemblies:

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

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

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

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

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

## **REMOVAL OF WATER METERS**

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

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

## **DAMAGED OR STOLEN METERS**

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

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

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

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

## **RECYCLED WATER**

### **Supplementary Conditions of Connection for Class A Recycled Water**

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

These conditions are applicable to properties supplied with Class A recycled water and are additional to any other conditions issued in relation to water supply and sewerage works.

#### **Recycled Water Supply**

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

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

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

#### **1) Environment Improvement Plan (EIP)**

##### **a) Non-Residential only**

1. Prior to the supply of Class A Recycled Water being made available to the property, an approved Environmental Improvement Plan (EIP) is required to be submitted and executed by Yarra Valley Water. For details of this please contact Yarra Valley Water's Manager, Treatment Plant Planning on **9872 2557**.
2. Yarra Valley Water may audit the site at any time to check that recycled water is being used in accordance with the EIP

#### **2) Recycled Water Plumbing**

##### **a) Toilet cisterns**

1. All toilet cisterns must be connected to the Class A Recycled Water Supply
2. Rainwater can be used for flushing toilets via a rainwater tank provided Class A Recycled Water is the backup supply via an automatic change-over device with appropriate

backflow prevention. Under no circumstances can Class A Recycled Water be added directly to the tank

**b) External Taps – Residential**

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

**c) External Taps – Non-Residential**

1. External recycled water taps may be installed to service the front and/or rear areas of the property
2. All external recycled water taps must comply with the features detailed in section 2(b)(3)

3. For educational & public buildings/areas, schools, kindergartens, health care centres
  - (1) All external recycled water taps must also be fitted with a 'Hose Bib Tap Lock'
4. At least one external drinking water tap must be provided to service the property
  - (1) All external drinking water supply taps must be fitted with atmospheric vacuum breakers

**d) Laundry Use**

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

**e) Irrigation Systems**

1. Irrigation systems connected to recycled water must be fitted with an approved master solenoid valve to ensure that main lines up to individual sprinkler station solenoid valves are not under constant pressure. The master solenoid should be located close to the meter assembly to reduce the length of pressurized irrigation piping.
2. Irrigation systems connected to recycled water must incorporate moisture sensors to ensure watering is controlled during or following periods of rain
3. An appropriate containment backflow prevention device is to be fitted and independently tested
4. You must ensure that only the minimum possible volume of Class A recycled water runs off the property to the stormwater system.

**f) Prohibition Signs**

1. A recycled water prohibition sign with the words "**Do Not Drink**" and complying with AS1319 is to be installed at each external recycled water tap outlet, above the tap

**3) Uses of Recycled Water**

USE OF CLASS A RECYCLED WATER	YES (✓) or NO (X)
Toilet flushing	YES (✓)
Garden irrigation	YES (✓)
Washing cars/external walls	YES (✓)
Filling ornamental ponds	YES (✓)
Fire fighting (not sprinklers)	YES (✓)
Construction purposes	YES (✓)

Washing machines for clothes washing	YES (✓)
Drinking (human consumption)	NO (X)
Cooking or other kitchen purposes	NO (X)
Personal washing (baths, showers, basin, bidets)	NO (X)
Evaporative coolers	NO (X)
Indoor household cleaning	NO (X)
Swimming pools or spas	NO (X)
Recreation involving water contact e.g. children playing under sprinklers	NO (X)
Fire sprinkler systems	NO (X)

#### 4) Plumbing Standards

- a) All recycled water plumbing works are to be carried out in accordance with:
- (1) AS/NZS 3500
  - (2) Recycled Water Plumbing Guide 2008 Dual Pipe Plumbing Systems (Plumbing Industry Commission and Water Authorities). A copy of this guide is available at the PIC website [www.pic.vic.gov.au](http://www.pic.vic.gov.au)
  - (3) Water Metering & Servicing Guidelines (Water Authorities). A copy of these guidelines are available by visiting [www.yvw.com.au](http://www.yvw.com.au)
  - (4) All property service pipe is to be purple solid jacketed polyethylene (PE) pipe in accordance with the above standards

#### 5) Inspections For Recycled Water Plumbing Works

##### a) Residential

1. The plumber is required to contact the Plumbing Industry Commission (PIC) on **8792 8221** or electronically via the PIC's E-Toolbox to request mandatory inspections for recycled water plumbing works as follows:
  - (1) Stage 1 (R1): On completion of the pipework between the meter and the house (prior to backfilling)
  - (2) Stage 2 (R2): On completion of the Roughing In (prior to plaster installation)
  - (3) Stage 3 (R3): At the Commissioning stage (prior to the building being occupied and lodgement of the Compliance Certificate)
2. Failure to book inspections may result in termination of supply until these Conditions are met
3. A PIC Consent Number is required for every property/residence being booked for inspections. Contact Yarra Valley Water if you do not have a PIC number for every property/residence being inspected
4. For unit developments a Stage 1 (R1) inspection is also required from the main meter to the check meters, therefore a PIC Consent Number is also required for the main to check inspection

5. Stage 1 (R1) & Stage 2 (R2) inspections can be booked consecutively for the same booking date
  - (1) Inspections can be booked from the following business day onwards depending on availability
  - (2) The latest time an inspection can be booked for is 4pm
  
6. Stage 2 (R2) and Stage 3 (R3) Inspections can only be booked on metered properties or where a test bucket has been used to pressurise the pipework
  - (1) Straight bridging pieces where a meter is missing are not acceptable due to the risk of backflow contamination
  - (2) Properties using a straight piece will not pass these inspections
  - (3) Stolen meters must be reported by calling Yarra Valley Water on **13 2762** (24 hrs)

**b) Non-Residential**

1. The plumber is required to contact Yarra Valley Water directly (not the PIC) on **9872 1414** to request mandatory inspections for recycled water plumbing works as follows:
  - (1) Stage 1 (R1): On completion of the pipework between the meter and the house (prior to backfilling)
  - (2) Stage 2 (R2): On completion of the Roughing In (prior to plaster installation)
  - (3) Stage 3 (R3): At the Commissioning stage (prior to the building being occupied and lodgement of the Compliance Certificate)
  
2. Irrigation Systems must be verified at each of the following stages:
  - (1) Stage 1 (R1): Meter to master solenoid valve (prior to backfilling)
  - (2) Stage 2 (R2): Commissioning (prior to lodgement of the Compliance Certificate)
  
3. Where the pressure testing of pipework installed for the provision of Class A Recycled Water requires a temporary interconnection with the drinking water supply plumbing, such interconnection is to be above ground and clearly visible
  - (1) This interconnection is to be removed by the private plumber at the time of the commissioning inspection
  
4. Inspections can be booked from the following business day onwards depending on availability
  - (1) The latest time an inspection can be booked for is 4pm
  
5. Failure to book inspections may result in termination of supply until these Conditions are met

**6) Tappings**

**a) Residential**

1. Yarra Valley Water will carry out the tapping for the Class A recycled water supply and the drinking water supply at the same time
  - (1) The plumber will be required to book the two tappings at the same time and pay the relevant tapping fee

2. In the case of unit developments, please refer to section 6(b)

**b) Non-Residential**

1. Yarra Valley Water will carry out the tapping for the Class A recycled water supply and the drinking water supply at the same time and install the connecting valve between the property service and our supply system
  - (1) The private plumber will be required to book the two tapplings at the same time and pay the relevant tapping fee
2. The private plumber must arrange at their expense, to install both the property service and the connecting works, including installation of the appropriate water meter/s delivered by Yarra Valley Water's contractor
  - (1) The drinking water property service pipe is to be PE pipe and must be water marked
  - (2) The Class A Recycled Water property service pipe is to be solid jacketed purple PE pipe and must be water marked
  - (3) PE pipe must not form any part of the water meter assembly
  - (4) Any 25mm installation must be fitted with a right-angle ball valve
  - (5) Meter installations must comply with Yarra Valley Water's approved metering technical drawings, which are available for download from [www.yvw.com.au](http://www.yvw.com.au)
  - (6) In the interest of health and safety it is the responsibility of the property owner to ensure that containment, zone and individual backflow prevention is provided
3. **In the case of short side installations** the recycled water service pipe is to be laid on the left of the drinking water property service pipe (when facing the property) and maintain 300mm separation
4. **In the case of long side installations** the same conduit for the drinking water property service may be utilised for the recycled water, however the 300mm separation is to be maintained on both the upstream and downstream ends of the conduit
5. The relevant Road Opening Permit must be obtained from the relevant Authority before commencing any excavation work within a road reserve. It is the responsibility of the applicant to comply with every traffic management requirement contained in that permit
6. If at the time of the tapping the above works that the plumber is responsible for have not been completed, the tapping will be cancelled and a re-booking fee will apply

**7) Locked Box**

- a) All recycled water meters for residential properties will be installed with a locked box at the time of the tapping
  1. The locked box can only be removed by a PIC Inspector after the commissioning has been successfully completed
    - (1) If a locked box is removed prior to commissioning, this will be considered a breach of these conditions and the service may be plugged. Re-booking fees will apply to have the service reinstated

2. A temporary interconnection with the drinking water supply plumbing may be established for pressure testing of pipework installed for the provision of Class A Recycled Water
  - (1) Such interconnection is to be above ground and clearly visible
  - (2) This interconnection is to be removed by the private plumber at the time of the commissioning inspection

#### **8) Meter Assemblies & Positioning**

- a) Recycled water meters are to be positioned to the left of the drinking water meter assembly
- b) The water meter assemblies **cannot be moved** by the private plumber
  1. Residential:
    - (1) Potable and Recycled water meters in mandated recycled water areas can only be moved by Yarra Valley Water's Tapping Contractor within 600mm from the original tapping point
    - (2) The private plumber can request the meters to be moved at the time of the tapping
    - (3) If meters need to be moved >600mm or once the tapping has been completed then a plugging and re-tapping must be booked and the relevant fee paid
    - (4) Any meters which have been moved will be relocated to their original tapping location or the service will be plugged. Yarra Valley Water will recover these costs from the property owner. Re-booking fees will apply to have services reinstated
  2. Non-Residential:
    - (1) Meters cannot be moved once installed. Relocation requires a plugging and re-tapping to be booked and the relevant fee paid
- c) Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering
- d) Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water

#### **9) Stolen Meters**

- a) Until the meter is replaced no connections between the supply and the dwelling are to be reinstated at the property. No straight pieces or alternative connections are allowed to be installed

#### **10) Owner's Responsibility**

- a) It is the owner/s responsibility to carry out the following:
  1. Educate children and visitors to the property about the permitted uses of Class A recycled water
  2. Remove the handle from the recycled water taps when not in use

3. Ensure that all recycled water prohibition signs are visible and legible at all times
  4. Ensure that in the case of Educational / Public Buildings, that the 'Hose Bib Tap Lock' is securely in place when recycled water external tap/s are not in use
- b) For Irrigation Systems:
- (1) Until Class A Recycled Water is available (i.e. charged through the recycled water main), irrigation systems time of operation must comply with current Government water restriction requirements
  - (2) Class A Recycled Water must be used responsibly. To ensure positive public perception, irrigation during the middle of the day is not recommended
  - (3) Annual testing of the backflow prevention device is required to ensure the device is operating correctly
  - (4) Signage must be produced at the owner's expense and displayed prominently in each area recycled water is being used for irrigation purposes. These signs should comply with Australian Standards 2416-2002: *Design and application of water safety signs* and should contain the wording: "Recycled Water is used in this area. Do Not drink. Avoid Contact."
  - (5) Users of Class A Recycled Water for irrigation purposes are required to comply with Yarra Valley Water's '*End Use Protocol: Irrigation of Public Open Spaces (Garden Beds, Tress, Lawns)*', which can be downloaded at [www.yvw.com.au](http://www.yvw.com.au)
  - (6) An Environment Improvement Plan (EIP) is submitted in accordance with Yarra Valley Water guidelines for Class A Recycled Water
- c) The conditions detailed in this document are binding on subsequent owners of this recycled water property

## SEWER

Following the completion of new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water. The plan can be uploaded for you at one of the easyACCESS outlets, emailed to [easyACCESS@yvw.com.au](mailto:easyACCESS@yvw.com.au) or faxed to 9872 1413.

Any unused sewer connection branches at the site must be cut and sealed.

## AMENDMENTS

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

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

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

## **INDEMNITY**

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

De Maria & Associates C/- InfoTrack (LEAP) C/- LAN  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

Account No: 6513344164  
Rate Certificate No: 30851835

Date of Issue: 21/05/2024  
Your Ref: 358343

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
1 MATCH LANE, WOLLERT VIC 3750	8\PS647502	5077755	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2024 to 30-06-2024	\$20.03	\$20.03
Residential Water and Sewer Usage Charge <i>Step 1 – 11.000000kL x \$3.34380000 = \$36.78</i> Estimated Average Daily Usage \$0.44	20-02-2024 to 13-05-2024	\$36.78	\$36.78
Residential Sewer Service Charge	01-04-2024 to 30-06-2024	\$114.47	\$114.47
Residential Recycled Water Usage Charge <i>Recycled Water Usage – 3.000000kL x \$1.88710000 = \$5.66</i>	20-02-2024 to 13-05-2024	\$5.66	\$5.66
Parks Fee *	01-04-2024 to 30-06-2024	\$21.10	\$21.10
Drainage Fee	01-04-2024 to 30-06-2024	\$29.38	\$29.38

### Other Charges:

Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$227.42

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

Property Address	Lot & Plan	Property Number	Property Type
2A SILVERSTONE CCT, WOLLERT VIC 3750	1006\PS637692	5023946	Superseded

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

\* Please note, from 1 July 2023 the Parks fee will be charged quarterly instead of annually.



GENERAL MANAGER  
RETAIL SERVICES

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**Note:**

- 1. From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.**
- 2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.**
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

**Recycled water is available at this property**

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

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

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

---

**Property No:** 5077755

**Address:** 1 MATCH LANE, WOLLERT VIC 3750

**Water Information Statement Number:** 30851835

## HOW TO PAY



**Bill Code:** 314567  
**Ref:** 65133441640

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

De Maria & Associates C/- InfoTrack (LEAP)  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 358343

NO PROPOSALS. As at the 21th May 2024, 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®.

1 MATCH LANE, WOLLERT 3750  
CITY OF WHITTLESEA

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

Date of issue: 21th May 2024

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 72907059 - 72907059120413 '358343'**

# BUILDING PERMIT

Form 2 Building Act 1993 Building Regulations 2006 - Regulation 313

Permit No: 1419 20132138/0



GROUP FOUR  
BUILDING SURVEYORS

## Issued To:

AV Jennings Properties Limited  
Level 4, 108 Power Street  
RICHMOND, VIC 3121  
Phone: (03) 8888-8400

## Builder:

AV Jennings Properties Limited  
Level 4, 108 Power Street  
RICHMOND, VIC 3121  
Phone: (03) 8888-4817

## City/Shire:

Whittlesea

## Ownership:

AV Jennings Wollert PTY LTD  
6 Lakeside Drive  
BURWOOD EAST, VIC 3151

## Property Address:

**(Lot 1006) 2A Silverstone Circuit, WOLLERT 3750**

## Project Description:

**Construction of Multi Unit Development (1aii) - 9 x Double storey dwellings & garages**

Title Details: LP/PS: 637692P, Vol: 11247, Folio: 125

## Building Classification:

1aii			
Stage of work permitted:	As shown on the approved plans		
Existing dwellings:	0	Demolished dwellings:	0
Total new floor area (m2):	1543.0	Constructed dwellings:	9
		Cost of building work:	\$1,461,500.00

## Practitioners:

Rosario Stivala	EC 33502	Engaged to prepare documents	Engineer - Civil
Jeremy Andrew Gault	DB-U 8975	Engaged in the building work	Builder - Domestic - Unlimited

## Domestic Building Work Insurance:

Insured by: QBE residential builders warranty insurance	Policy Number: 420042377BWI-31	Policy Issued: 19-Aug-2013
---------------------------------------------------------	--------------------------------	----------------------------

## Planning Permit Details:

Planning Permit No: 731066	Planning Permit Date: 13-Sep-2011
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## Required Inspections: (For Building Inspections phone (03) 9544-0544)

- Pre Slab
- Steel
- Frame - Dom/Res
- Final - Dom/Res

Building work is to commence by 02-Oct-2014  
and is to be completed by 02-Oct-2015

**An Occupancy Permit is required prior to the occupation or use of this building.**

45256

Group Four Building Surveyors  
ABN 96158953425  
www.groupfour.com.au

1st Floor, 12 Hardner Road MOUNT WAVERLEY VIC 3149  
TEL (03) 9544-0544  
FAX (03) 9544-0244  
EMAIL reception@groupfour.com.au

# BUILDING PERMIT

Form 2 Building Act 1993 Building Regulations 2006 - Regulation 313

Permit No: 1419 20132138/0



GROUP FOUR  
BUILDING SURVEYORS

## Property Address:

(Lot 1006) 2A Silverstone Circuit, WOLLERT 3750

## Project Description:

Construction of Multi Unit Development (1aii) - 9 x Double storey dwellings  
& garages

## Documents Supporting Application:

- | <u>Document Name</u>                    | <u>Prepared By</u> |
|-----------------------------------------|--------------------|
| - Architectural Drawings                |                    |
| - Building Specifications               |                    |
| - Energy Rating Report                  |                    |
| - Plan of Subdivision                   |                    |
| - Planning Permit                       |                    |
| - Soil Report                           |                    |
| - Structural Computations               |                    |
| - Structural Computations & Form 1507   |                    |
| - Structural Drawings                   |                    |
| - Application Form                      |                    |
| - Builders Warranty Insurance           |                    |
| - Dulux Specification                   |                    |
| - CSR Party Wall.pdf                    |                    |
| - Dulux Specification                   |                    |
| - Certificate of Title                  |                    |
| - S.173 agreement                       |                    |
| - MCPAA1557                             |                    |
| - Drainage Design Approval              |                    |
| - Planning Endorsed Drawings            |                    |
| - Section 10 Openable Windows 2013.pdf  |                    |
| - Lighting Calculator                   |                    |
| - GYP513 Party Wall 2012s_e820.pdf      |                    |
| - Not in a bushfire area                |                    |
| - Polystyrene Specifications            |                    |
| - Polystyrene Specifications            |                    |
| - Sewer main plan                       |                    |
| - Sewer main plan                       |                    |
| - Sewer main plan                       |                    |
| - CIL                                   |                    |
| - PSI report.pdf                        |                    |
| - Recycled water info                   |                    |
| - Performance Assessment-Recycled water |                    |
| - S.173 agreement                       |                    |

## Permit Conditions:

- All relevant Planning Conditions and covenants on title must be complied with.
- The work must be carried out strictly in conformity with the endorsed plans and specifications, one copy of which must be kept on site and made available for inspection while the work is in progress.
- There must be no unauthorized encroachment of any part of the work beyond the building alignment.
- Truss computations, certification and layouts to be submitted for approval prior to the frame inspection.
- Floor joist design & layouts to be submitted for approval prior to the frame inspection.
- A S.10 has been issued to exempt the new Openable Window requirements dated 1st May 2013
- A performance assessment has been issued to allow the use of recycled water in lieu of a RWT.
- Energy rating certificates to be submitted prior to the occupancy permit.
- Protection of the public to be obtained prior to commencement of works.

45256

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# BUILDING PERMIT

Form 2 Building Act 1993 Building Regulations 2006 - Regulation 313

Permit No: 1419 20132138/0



GROUP FOUR  
BUILDING SURVEYERS

Property Address:

**(Lot 1006) 2A Silverstone Circuit, WOLLERT 3750**

Project Description:

**Construction of Multi Unit Development (1aii) - 9 x Double storey dwellings  
& garages**

Signed:

Building Surveyor:

Gary Gommers

Date permit issued:

02-Oct-2013

Registration No:

BS-U 1419

Assessing Officer:

David Madeira

Authorised:

Group Four Building Surveyors  
ABN 96158953425  
www.groupfour.com.au

1st Floor, 12 Hardner Road MOUNT WAVERLEY VIC 3149  
TEL (03) 9544-0544  
FAX (03) 9544-0244  
EMAIL reception@groupfour.com.au

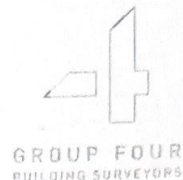
45256



# BUILDING PERMIT

Form 2 Building Act 1993 Building Regulations 2006 - Regulation 313

Permit No: 1419 20132138/0



## Property Address:

(Lot 1006) 2A Silverstone Circuit, WOLLERT 3750

## Project Description:

Construction of Multi Unit Development (1aii) - 9 x Double storey dwellings & garages

## Terms and Conditions

### 1. Role of Group Four

#### 1.1 Professional Standard of Care

In performing the Services, Group Four shall:

- (a) exercise the degree of reasonable skill, care and diligence;
- (b) and maintain the ethical standards; normally expected of the profession of building surveyors.

1.2 Notice of Matters Likely to Change Scope or Timing of Services If Group Four becomes aware of anything which may change the scope or timing or cost of the Services, then it shall as soon as practicable give written notice to the Client. The notice shall as far as practicable contain particulars of the written notice.

### 2. Payment to Group Four for Services

#### 2.1 Client to Make Payment

In consideration of the promise by Group Four to perform the Services, the Client promises to pay to Group Four the fees and the expenses as set out in Group Four's Letters.

#### 2.2 Timing of Payment

At or after the time that any part of the Services are performed by Group Four, Group Four may give the Client an account for that part of the Services performed and for any expenses incurred. The Client shall pay the full amount owing in respect of each account within fourteen (14) days of issue of the account.

#### 2.3 Interest on Overdue Payment

In addition to all other rights and remedies of Group Four, if the Client fails to pay all monies as and when due, Group Four shall be entitled to recover interest at the higher of 15% per annum and the rate that is 2% higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983.

#### 2.4 Disputed Claims

If the Client disputes the whole or any portion of the amount claimed in an account submitted by Group Four, then it shall pay that portion of the amount stated in the account which is not in dispute and it shall notify Group Four in writing of the reasons for disputing the account. If it is established that some or all of the amount in dispute ought properly to have been paid at the time it was first claimed, then the Client shall pay the amount finally established together with interest on that amount in accordance with clause 3.3.

#### 2.5 Payment of Costs if Building Works Delayed

If the performance of the Services is delayed beyond a reasonable period for any reason other than a breach of the Agreement by Group Four, then the Client shall pay to Group Four a reasonable sum of money to cover the consequential costs and expenses suffered by Group Four as a result of the delay.

#### 2.6 Effect of Termination on Right to Payment

If the engagement of Group Four is terminated for any reason other than for breach of these Terms of Engagement by Group Four, then Group Four shall be entitled to pro rata payment for the Services carried out and consequential costs and expenses incurred as a result of the termination, for the period up to and including the date of termination.

#### 2.7 Changes in Laws

If after the date of these Terms of Engagement there is any change to the laws, by-laws, regulations or ordinances of the Commonwealth of Australia or a State or Territory of Australia or any statutory authority and that change directly or indirectly increases or decreases the costs or expenses incurred by Group Four in performing the Services, then the fees and expenses otherwise payable to Group Four under these Terms of Engagement shall be increased or decreased accordingly.

### 3. Scope of Liability

#### 3.1 Direct and Indirect Loss

The liability of Group Four to the Client arising out of the performance or non-performance of the Services, whether under the law of contract, tort or otherwise shall be limited to the direct cost of rectifying the Building Works.

#### 3.2 Maximum Amount of Liability

The maximum liability of Group Four to the Client arising out of the performance or non-performance of the Services, whether under the law of contract, tort or otherwise, shall be the amount of \$50,000.00.

#### 3.3 Release

The Client releases Group Four from, and agrees that Group Four is not liable for, any liability or loss arising from or any costs incurred in connection with the Services in excess of the Group Four's liability determined in accordance with clause 4.2.

#### 3.4 Duration of Liability

Group Four shall be deemed to have been discharged from all liability in respect of the Services, whether under the law of contract, tort or otherwise, at the expiration of one (1) year from the completion of the Services, and the Client (and persons claiming through or under the Client) shall not be entitled to commence any action or claim whatsoever against Group Four (or any employees of Group Four) in respect of the Services after that date.

#### 3.5 Extent of Warranty

Except to the extent imposed by law or specifically provided for in these Terms of Engagement, Group Four does not give any warranty nor accept any liability in relation to the performance or non-performance of the Services. If, apart from this clause, any warranty would be implied whether by law, custom or otherwise, that warranty is to the full extent permitted by law hereby excluded. Nothing herein, contained shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods or services pursuant to these Terms of Engagement of all or any of the provisions of Part V of the Trade Practices Act 1974 (as amended) or any relevant State Act or Territorial Ordinance which by law cannot be excluded, restricted or modified.

### 3.6 Indemnity

The Client shall indemnify and keep indemnified Group Four from and against all suits, actions, claims or demands by any person for any loss, damages, expense or costs as a result of any negligence or default by the Client.

### 4.0 Termination of Services

#### 4.1 Termination by Client

Subject always to the provisions of the Building Act 1993 (as amended), the Client may by notice in writing served on Group Four terminate the Group Four's engagement under these Terms of Engagement.

(a) If Group Four is in breach of the provisions of these Terms of Engagement and the breach has not been remedied within twenty-eight (28) days (or such longer period as the Client may allow) of the service by the Client on Group Four of a notice requiring the breach to be remedied; or

(b) If the Client serves on Group Four a notice requiring that these Terms of Engagement be terminated on a date specified in the notice being not less than sixty (60) days after from the date of issue of the notice.

4.2 Termination by Group Four Subject always to the provisions of the Building Act 1993 (as amended), Group Four may by notice in writing served on the Client terminate Group Four's obligations under these Terms of Engagement:

(a) If the Client is in breach of the conditions of any part of clause 3 hereof and the breach has not been remedied within seven (7) days (or such longer period as Group Four may allow) of the service by Group Four on the Client of a notice requiring the breach to be remedied; or

(b) If the Client is in breach of the provisions of any other clause hereof and the breach has not been remedied within twenty-eight (28) days (or such longer period as Group Four may allow) of the service by Group Four on the Client of a notice requiring the breach to be remedied; or

(c) If Group Four serves Group Four on the Client a notice requiring that these Terms of Engagement be terminated on a date specified in the notice being not less than sixty (60) days after the date of the notice.

#### 4.3 Termination Not to Affect Rights in Respect of Prior Breaches

Termination shall be without prejudice to any claim which either party may have against the other in respect of any breach of the provisions of these Terms of Engagement which occurred prior to the date of determination.

#### 4.4 Work-in-Progress

If Group Four's obligations are terminated, then the Client shall pay for all work-in-progress performed by Group Four up until the date of termination.

### 5. General Matters

#### 5.1 Transfer and Assignment

(a) Group Four and the Client each binds itself and its partners (if any), successors, executors, administrators, permitted assigns and legal representatives to the other party to these Terms of Engagement and to the partners (if any), successors, executors, administrators, permitted assigns and legal representatives of the other party in respect to all covenants and obligations of these Terms of Engagement.

(b) Neither Group Four nor the Client shall assign, sublet or transfer any right or obligation under the Agreement without the written consent of the other party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under these Terms of Engagement.

(c) Nothing contained in this Clause shall prevent Group Four from employing such persons or companies as it may deem appropriate to assist it in the performance of these Terms of Engagement.

#### 5.2 Consultants

If circumstances arise which require the services of a specialist or expertise outside the field of Group Four, then Group Four may with the prior approval of the Client engage the appropriate consultant. The consultant shall be engaged at the Client's expense and on its behalf. The Client's approval shall not be unreasonably withheld.

### 6. Definitions and Interpretation

#### 6.1 Definitions

Except where the context requires otherwise: "the Client" means the owner of the Property and to the extent appropriate includes the agents (including the builder), officers and employees of the owner; "fees", "expenses" and "Services" means the fees, expenses and Services referred to in Group Four's Letters to the Client; "Group Four's Letters" means Group Four's correspondence setting out its proposal to the Client and its confirmation of its engagement by the Client; "Building Works", "owner" and "Property" mean the Building Works, owner and Property described on the Application for the Building Permit.

Severability The parties agree that a construction of these Terms of Engagement that results in all the provisions being enforceable is to be preferred to a construction that does not so result. If, however, a provision of these Terms of Engagement is illegal or unenforceable, then:

- (a) if the provision would not be illegal or unenforceable if a word or words were omitted, that word or words are severed; and
  - (b) in any other case, the whole provision is severed,
- and the remainder of these Terms of Engagement continue in force.

Group Four Building Surveyors  
ABN 96158953425  
www.groupfour.com.au

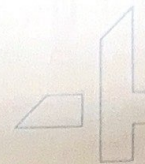
1st Floor, 12 Hardner Road MOUNT WAVERLEY VIC 3149  
TEL (03) 9544-0544  
FAX (03) 9544-0244  
EMAIL reception@groupfour.com.au

45256

# OCCUPANCY PERMIT

Form 6 Building Act 1993 Building Regulations 2006 - Regulation 1005

Permit No: 1419 20132138/0



GROUP FOUR  
BUILDING SURVEYORS

## Property Details:

**(Lot 1006) 2A Silverstone Circuit, WOLLERT 3750**

This Occupancy Permit applies to Unit 8 only

Title Details: LP/PS: 637692P, Vol: 11247, Folio: 125  
Crown Allotment: , Section: , Parish: , County: Australia  
City/Shire: Whittlesea

## Project Description:

**Construction of Multi Unit Development (1aii) - 9 x Double storey dwellings & garages**

## Building Details:

<u>Part of Building</u>	<u>Permitted Use</u>	<u>BCA Class</u>	<u>Max permissible floor loading</u>
9 x Double storey dwellings & garages	Residential	1aii	1.50

## Other Conditions:

- External steps & landings to be maintained to comply with BCA 3.9.
- All cooking appliances, hot water appliances and if applicable the rain water tank to be operational prior to occupation. All services to be connected prior to occupation.
- All landscaping works to maintain a minimum distance from below weep holes of 150mm to ungraded soil; or 75mm to paving or graded soil; or 50mm to paving with a roof cover.
- All landscaping to ensure a vapour barrier is installed and maintained to the edge beam of the slab. Such vapour barrier is to extend above the height of soil.

## Suitability for Occupation:

The building or part of a building or place of public entertainment to which this permit applies is suitable for occupation.

Signed:

Building Surveyor: Gary Gommers  
Registration No: BS-U 1419

Date of OP inspection: 26-Aug-2014

Date of issue: 27-Aug-2014

45256

Group Four Building Surveyors  
ABN 96158953425  
www.groupfour.com.au

1st Floor, 12 Hardner Road MOUNT WAVERLEY VIC 3149  
TEL (03) 9544-0544  
FAX (03) 9544-0244  
EMAIL reception@groupfour.com.au



# Domestic Building Insurance Certificate of Insurance

Policy Number 420042377BWI-38

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



AVJENNINGS  
SUITE 4 108 POWER ST  
HAWTHORN 3122

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

**Account Number**  
42BWHIA29  
**Date Issued**  
19/08/2013

## Policy Schedule Details

### Certificate in Respect of Insurance

Domestic Building Contract

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035 for and on behalf of the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of domestic building work described below.

**Domestic Building Work**

NEW SINGLE DWELLING CONSTRUCTION CONTRACT

**At**

WOLLERT SITE 4  
LOT 8, SILVERSTONE CIRCUIT  
WOLLERT VIC 3750

**Carried out by the builder**

BUILDER  
AV JENNINGS PROPERTIES LTD  
ABN: 50 004 601 503

**For the building owner**

AVJENNINGS

**Pursuant to a domestic building contract dated**

19/08/2013

**For the contract price of**

\$130,000.00

**Type of cover**

Cover is only provided if the builder (named above) has died, becomes insolvent or has disappeared\*

**Period of cover**

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

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

**The maximum policy limit for all claims made under this policy is**

\$200,000 all inclusive of costs and expenses\*

**The maximum policy limit for claim for non-completion of the domestic building works is**

20% of the contract price\*

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

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the Building Owner named in the domestic building contract and to the successors in title to the Building Owner.



**Domestic Building Insurance  
Certificate of Insurance**

Policy Number 420042377BWI-38

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



Issued by QBE Insurance (Australia) Limited for and on behalf of

**Victorian Managed Insurance Authority (VMIA)**

**IMPORTANT:**

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

QM1204 4007



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AFS License No: 239545



AON-HIA (VIC) JEN-PROP  
4 / 70 JOLIMONT STREET  
MELBOURNE VIC 3002

Account Number  
42BWHIA29  
Date Issued  
19/08/2013

**Policy Schedule Details**

**Builder** AV JENNINGS PROPERTIES LTD  
50 004 601 503  
**ABN/ACN**  
**Business Address** LEVEL 4, 108 POWER STREET  
HAWTHORN 3122

**Registration Number** DBU 8975

**Type of Insurance** DOMESTIC BUILDING INSURANCE

**Construction Works** NEW SINGLE DWELLING CONSTRUCTION CONTRACT

**At** WOLLERT SITE 4  
LOT 8, SILVERSTONE CIRCUIT  
WOLLERT VIC 3750

**State** VIC

Declared Construction Value	Contract Date	Estimated Construction Completion Date
\$130,000.00	19/08/2013	19/08/2014

**Building Owner / Beneficiary** AVJENNINGS

**Limit of Indemnity, Period of Insurance, Expiry Date**

As stated in the Certificate of Insurance and the policy

Issued by QBE Insurance (Australia) Limited for and on behalf of

**Victorian Managed Insurance Authority (VMIA)**

This notice will become a "Tax Invoice" when the amount payable is paid in full. Should changes be made, then the new schedule issued will become your Tax Invoice.

**Total Premium and Charges**

Premium	\$669.00
Levies	\$0.00
GST	\$66.90
Stamp Duty	\$73.59
<b>Total Premium</b>	<b>\$809.49</b>

The amount of stamp duty paid is calculated under the relevant States/Territory Duties Act, based on where the risks, properties, contingencies or events are located.

CIM1824-1207

# 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.

(04/10/2016)