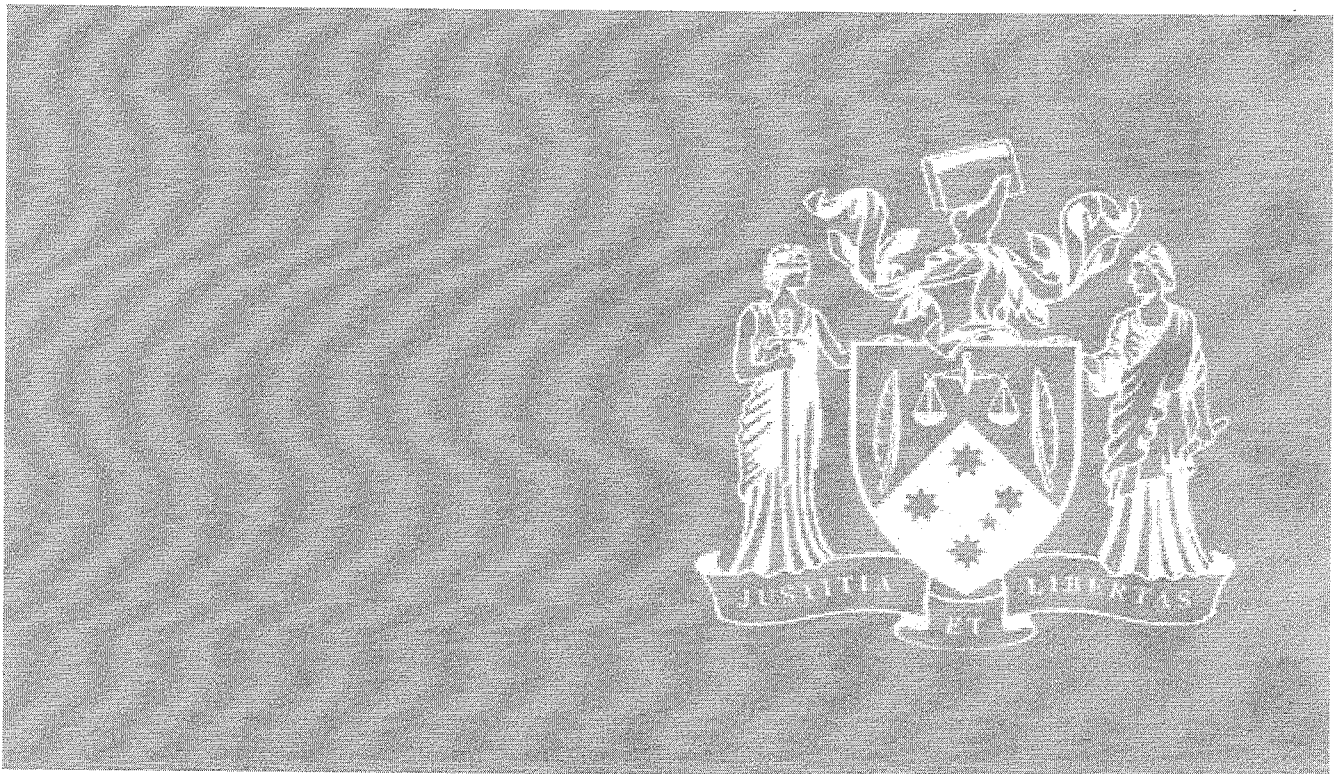


# Contract of Sale of Land

Property

**8 WISEMAN WALK, WOLLERT, 3750**



# Contract of Sale of Land

## 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*.

## Copyright

This document is published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and is copyright. It may only be reproduced in accordance with an agreement with the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd for each specific transaction that is authorised. Any person who has purchased a paper copy of this document may only copy it for the purpose of documenting a specific transaction for the sale of a particular property.

## Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

To the maximum extent permitted by law, the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and their respective contractors and agents are not liable in any way for any loss or damage (including special, indirect or consequential loss and including loss of business profits), arising out of or in connection with this document or its use.

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

© Copyright August 2019

# 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 .....

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 .....

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

State nature of authority, if applicable: \_\_\_\_\_

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

# Table of Contents

Particulars of Sale

Special Conditions

General Conditions

1	ELECTRONIC SIGNATURE
2	LIABILITY OF SIGNATORY
3	GUARANTEE
4	NOMINEE
5	ENCUMBRANCES
6	VENDOR WARRANTIES
7	IDENTITY OF THE LAND
8	SERVICES
9	CONSENTS
10	TRANSFER AND DUTY
11	RELEASE OF SECURITY INTEREST
12	BUILDER WARRANTY INSURANCE
13	GENERAL LAW LAND
14	DEPOSIT
15	DEPOSIT BOND
16	BANK GUARANTEE
17	SETTLEMENT
18	ELECTRONIC SETTLEMENT
19	GST
20	LOAN
21	BUILDING REPORT
22	PEST REPORT
23	ADJUSTMENTS
24	FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING
25	GST WITHHOLDING
26	TIME & CO-OPERATION
27	SERVICE
28	NOTICES
29	INSPECTION
30	TERMS CONTRACT
31	LOSS OR DAMAGE BEFORE SETTLEMENT
32	BREACH
33	INTEREST
34	DEFAULT NOTICE
35	DEFAULT NOT REMEDIED

## Particulars of Sale

© Copyright August 2019

<b>Vendor's Estate Agent</b>			
Name:	Stone Real Estate		
Address:	1/75 Church Street Whittlesea 3757		
Telephone:	9716 2000 0402 407 446	Fax:	
Email:	benpellicori@stonerealestate.com.au	Ref:	Ben Pellicori
<b>Vendor</b>			
Name:	ALEXANDER HOWDEN WEBB		
Address:	39 Meander Road Doreen 3754		
ABN/ACN			
Email:			
<b>Vendor's legal practitioner or conveyancer</b>			
Name:	IAN MCCUBBIN & ASSOCIATES		
Address:	40 Chute Street, Diamond Creek		
Telephone:	03 9438 2855	Fax:	
Email:	cate@mccubbin.com.au	Ref:	Cate Morgan
<b>Purchaser's Estate Agent</b>			
Name:			
Address:			
Telephone:		Fax:	
Email:		Ref:	
<b>Purchaser</b>			
Name:			
Address:			
ABN/ACN			
Email:			
<b>Purchaser's legal practitioner or conveyancer</b>			
Name:			
Address:			
Telephone:		Fax:	
Email:		Ref:	

### Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11905 Folio 665	1344	735109d
Volume Folio		
Volume Folio		

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

The land includes all improvements and fixtures

**Property address**

The address of the land is: 8 Wiseman Walk Wollert 3750

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

All fitting and fixtures of a permanent nature

**Payment**

Price \$

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

Balance \$ payable at settlement

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST (general condition 19)**

Subject to general condition 19.2, 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**

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 07 /09 \_\_\_\_ / 2023

OR

a periodic tenancy determinable by notice

**Terms contract (general condition 30)**

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

**Loan (general condition 20)**

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

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

(or another lender chosen by the purchaser)

Loan amount: no more than \_\_\_\_\_ Approval date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

# Special Conditions

© Copyright August 2019

**Instructions:** *It is recommended that when adding further 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.*

## PLANNING

- 1.1 The Purchaser buys subject to any restriction on the use of the land under any Town Planning Act or Scheme in any legislation, or imposed by any authority empowered by legislation, to control the use of the land.

## SECTION 32 STATEMENT

- 2.1 The Purchaser acknowledges that prior to the execution of this contract he has been given by the vendor's agent a statement signed by the vendor containing the particulars required by Section 32 of the Sale of Land Act.

## WARRANTIES

- 3.1 The purchaser acknowledges that the vendor's agent named herein has acted as agent of the vendor and that no information, representation or warranty of the vendor or the vendor's agent was supplied or 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 and that this contract is the sole and full repository of the agreement between the vendor and the vendor's agent of the one part and the purchaser of the other part.

## DIRECTOR'S GUARANTEE

- 4.1 If the purchaser is or includes, a corporation then:
- (a) The person who execute this contract for the purchaser must also execute the attached guarantee when signing this contract, and
  - (b) The purchaser must deliver to the vendor a copy of the guarantee properly completed and signed by all other directors (if any) of such corporation within seven days of the day of sale.

## IMPROVEMENTS

- 5.1 The purchaser acknowledges that the improvements erected upon the property and any chattels included in the sale are sold as inspected and the vendor makes no warranty as to their condition, fitness or compliance with building regulations or any other legislation. The purchaser shall not make any requisition or objection or claim any damages or compensation for any defect deficiency or non-compliance of the improvements and chattels.

## GENERAL CONDITIONS

- 6.1 General Condition 35.4 (a) is deleted and replaced with the following:
- 35.4 (a) The greater of 10% of the price and the deposit is forfeited to the vendor as the vendor's absolute property; whether 10% of the purchase price or the deposit has been paid or not; and
- 6.2 General conditions 31.4, 31.5 and 31.6 are deleted
- 6.3 General condition 12.4 is added:
- "Where the purchaser is deemed by Section 27 (7) of the Sale of Land Act 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 objections to title.”

#### **FOREIGN INVESTMENT REVIEW BOARD**

- 7.1 The purchaser warrants to the vendor that:
- 7.1.1 the purchaser has not breached Section 26A of the Foreign Acquisition and Takeovers Act 1975 (Cth) in entering into this contract; and
  - 7.1.2 the purchaser has obtained
    - 7.1.2.1 any authority of the Reserve Bank of Australia required under the Banking (Foreign Exchange) Regulations (Cth); and
    - 7.1.2.2 any other approval required from any authority under any law to enter into this contract.
- 7.2 If any warranty in special condition 7.1 is untrue in any way;
- 7.2.1 the purchaser will be in default under this contract; and
  - 7.2.2 the purchaser will indemnify the vendor against all claims suffered by the vendor as a result of the vendor having relied on this warranty; and
  - 7.2.3 the warranties and conditions contained in this special condition do not merge upon settlement.
- 7.3 This warranty and indemnity shall not merge upon settlement.

#### **GST NOTICE TO THE PURCHASER**

- 8.1 The property described is either an existing residential premises, or commercial residential premises and therefore the purchaser is not required to withhold GST

#### **DEFAULT BY PURCHASER**

- 9.1 The vendor gives notice to the Purchaser that in the event that the purchaser fails to complete the purchase of the property by 4.00 pm on the date specified in this contract between the vendor and the purchaser, the vendor will or may suffer the following losses and expenses as a consequence of such a breach of contract which the purchaser will be required to pay to the vendor in addition to interest payable in accordance with the terms of the contract:
- 9.1.1 All costs associated with obtaining finance to complete the vendor's purchase of another property, and interest charged of such bridging finance;
  - 9.1.2 Interest payable by the vendor under any existing mortgage over the property calculated from the due date for settlement;
  - 9.1.3 Accommodation expenses necessarily incurred by the vendor;
  - 9.1.4 Legal costs and expenses as between solicitor and client arising from any default by the purchaser;
  - 9.1.5 Penalties suffered by the vendor occasioned by any delay in completion of the vendor's purchase of another property.

#### **CHRISTMAS AND NEW YEAR PERIOD (WHERE APPLICABLE)**

- 10.1 Notwithstanding any other provisions of this Contract of Sale, if settlement has not taken place on or before 16<sup>th</sup> December 2023 then both parties agree that settlement of this Contract of Sale will be set on 17<sup>th</sup> January 2024.
- 10.2 Neither party may issue a default notice on the other party between 16<sup>th</sup> December 2023 and 17<sup>th</sup> January 2024 arising from or in connection with the failure to complete this Contract of Sale between the dates outlined in this special condition.

#### **PRIORITY OF CONDITIONS**

11. To the extent that there is any inconsistency between the Special Conditions and the General Conditions then the Special Conditions prevail over the General Conditions.

8  
**GUARANTEE**

The party or parties whose name address and description are set out in the Schedule hereto (hereinafter called the Guarantors) in consideration of the within named Vendor selling to the within named Purchaser at our request the property described in the within contract for the price and upon the terms and conditions therein set forth do hereby for ourselves our respective executors and administrators jointly and severally covenant with the said Vendor that if any time default shall be made in the payment of the deposit or residue of purchase money or interest or other moneys payable by the Purchaser to the Vendor under the within Contract or in the performance or observance of any term of condition of the within Contract to be performed or observed by the Purchaser we will forthwith on demand by the Vendor pay to the Vendor the whole of such deposit, residue of purchase money, interest or other moneys which shall then be due and payable to the Vendor and will keep the Vendor indemnified against all loss of purchase money interest and other charges payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default as aforesaid on the part of the Purchaser.

This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract or by time being given to the Purchaser for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our executors or administrators. The expression "the Guarantors" where there is only one Guarantor means that Guarantor and where there are two or more Guarantors means those Guarantors and each of them and the covenants and agreements on their part shall bind them jointly and severally.

**SCHEDULE**

Guarantors:

1. Full Name

Address

Occupation

2. Full Name

Address

Occupation

**IN WITNESS WHEREOF** the said Guarantors have executed this guarantee  
the \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_

**SIGNED** by the above first named \_\_\_\_\_

Guarantor in the presence of:

..... (Witness)

**SIGNED** by the above second named \_\_\_\_\_

Guarantor in the presence of:

..... (Witness)

# General Conditions

## Contract Signing

### 1 ELECTRONIC SIGNATURE

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

### 2 LIABILITY OF SIGNATORY

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

### 3 GUARANTEE

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

### 4 NOMINEE

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

## Title

### 5 ENCUMBRANCES

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

### 6 VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out in the header 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 the holder of an unencumbered estate in free simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

# Money

## 14 DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

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

## 15 DEPOSIT BOND

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

## 16 BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;

- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## 17 SETTLEMENT

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

## 18 ELECTRONIC SETTLEMENT

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

- (a) 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:
- the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - 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
  - 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
  - the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- 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
  - 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':
- the parties agree that this contract is for the supply of a going concern; and
  - the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - 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:
- 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
  - '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:
- immediately applied for the loan; and
  - did everything reasonably required to obtain approval of the loan; and
  - 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
  - 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:
- 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;
  - gives the vendor a copy of the report and a written notice ending this contract; and
  - 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:
- obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

- (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

### 23 ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

### 24 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

### 25 GST WITHHOLDING

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

- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \* consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

## Transactional

### 26 TIME & CO-OPERATION

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

### 27 SERVICE

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

### 28 NOTICES

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

### 29 INSPECTION

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

### 30 TERMS CONTRACT

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

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

### 31 LOSS OR DAMAGE BEFORE SETTLEMENT

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

### 32 BREACH

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

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

## Default

### 33 INTEREST

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

### 34 DEFAULT NOTICE

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

### 35 DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
  - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
  - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

# 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.

## 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.



**FORM 1**

**Residential Tenancies Act 1997**

(Section 26(1)) (Regulation 10(1))

**RESIDENTIAL RENTAL AGREEMENT OF NO MORE THAN 5 YEARS**

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

**PART A—GENERAL**

**1. Date of agreement**

This is the date the agreement is signed Monday, 22 August 2022

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

**2. Premises let by the rental provider**

Address of premises 8 WISEMAN WALK WOLLERT, VIC, 3750

**3. Rental provider's details**

Full name or company name of rental provider: Alexander Webb

ACN:

Email address: doreen@barryplant.com.au

**Rental provider's agent's details**

Full name: MERDEEN PTY LTD – T/A Barry Plant Doreen-Mernda

Address: 5/95 Hazel Glen Drive, Doreen VIC 3754

Phone number: 03 9717 8801 ACN: 147883305

Email address: doreen@barryplant.com.au

**Note:** The rental provider must notify the renter within 7 days if any of this information changes.

**4. Renter's details** *Each renter that is a party to the agreement must provide their details here.*

Full name of renter: Craig McIntosh

Current address: 151/1-9 Florence Street, South Wentworthville, NSW, 2145

Phone number: 0449 256 449 Email address: craig@roofracksuperstore.com.au



**5. Length of the agreement** (tick one box only)

- Fixed term agreement      Start date: 8/09/2022  
(this is the date the agreement starts and you may move in)  
End date: 7/09/2023
- Periodic agreement (monthly)      Start date:

**Note:** If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

**6. Rent**

Rent amount (\$):                      \$1,695.00  
(payable in advance)

To be paid per:                       calendar month

Day rent is to be paid:              On the 8<sup>th</sup> day of every month  
(e.g. each Thursday or the 11<sup>th</sup> of each month)

Date first rent payment due:      8/09/2022

**7. Bond**

The renter has been asked to pay the bond specified below.

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond. If the renter does not receive a receipt within 15 business days from when they paid the bond, they may—

- email the RTBA at [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au); or
- call the RTBA on 1300 137 164.

Bond amount (\$): \$1,695.00

Date bond payment due: 8/09/2022

Initials: CM



**PART B—STANDARD TERMS**

**8. Rental provider's preferred methods of payment**

**Note:** The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

**Note:** The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(rental provider to tick available methods of rent payment)

- direct debit                       cheque                       cash
- money order                       BPAY                       bank deposit
- other electronic form of payment, including Centrepay

Payment details: Via direct debit, deft/rent card payment system, BPay

**9. Service of notices and other documents by electronic methods**

- Electronic service of documents must be in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.
- Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.
- The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

The rental provider must complete this section before giving the agreement to the renter.

(rental provider to tick as appropriate)

yes: doreen@barryplant.com.au

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(renter to tick as appropriate)

yes  no

Full name of renter Craig McIntosh

Phone number: 0449 256 449      Email address: craig@roofracksuperstore.com.au

(The option to consent should be provided to each renter who is a party to the agreement)

Initials: CM







**17. Swimming pool barrier safety activities**

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.
- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
- (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

**18. Relocatable swimming pool safety activities**

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

**Note:** Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool.

This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

**19. Bushfire prone area activities**

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.



## PART D—RIGHTS AND OBLIGATIONS

This is a summary of selected rights and obligations of renters and rental providers under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting).

### 20. Use of the premises

The renter—

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

### 21. Condition of the premises

The rental provider—

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the Agreement.

The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

### 22. Modifications

The renter—

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting).



### 23. Locks

The rental provider must ensure the premises—

- has locks to secure all windows capable of having a lock; and
- has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
- meets the rental minimum standards for locks and window locks.

External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—

- is operated by a key from the outside; and
- may be unlocked from the inside with or without a key.

The renter must obtain consent from the rental provider to change a lock in the master key system.

The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.

The rental provider must not give a key to a person excluded from the premises under—

- a family violence intervention order; or
- a family violence safety notice; or
- a recognised non-local DVO; or
- a personal safety intervention order.

### 24. Repairs

Only a suitably qualified person may do repairs—both urgent and non-urgent.

### 25. Urgent repairs

Section 3(1) of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit [consumer.vic.gov.au/urgentrepairs](http://consumer.vic.gov.au/urgentrepairs).

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.



**26. Non-urgent repairs**

The renter must notify the rental provider, in writing, as soon as practicable of—

- damage to the premises; and
- a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.

The rental provider must carry out non-urgent repairs in a reasonable time.

The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

**27. Assignment or sub-letting**

The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider—

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

**28. Rent**

The rental provider must give the renter at least 60 days written notice of a proposed rent increase.

The rent cannot be increased more than once every 12 months.

The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

**29. Access and entry**

The rental provider may enter the premises—

- at any time, if the renter has agreed within the last 7 days; and
- to do an inspection, but not more than once every 6 months; and
- to comply with the rental provider's duties under the Act; and
- to show the premises or conduct an open inspection to sell, rent or value the premises; and
- to take images or video for advertising a property that is for sale or rent; and
- if they believe the renter has failed to follow their duties under the Act; and
- to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.

The renter must allow entry to the premises where the rental provider has followed proper procedure.

The renter is entitled to a set amount of compensation for each sales inspection.

**30. Pets**

The renter must seek consent from the rental provider before keeping a pet on the premises.

The rental provider must not unreasonably refuse a request to keep a pet.



**PART E—ADDITIONAL TERMS**

**31. Additional terms (if any)**

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit [consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms](http://consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms).

- a. The Renter hereby acknowledges that the premises primary use is for residential purposes. The premises must not be used for purposes other than for residential purposes without the written consent of the Residential Rental Provider.
- b. The Renter agrees that they are prohibited to lease/rent the whole or any part of the premises for any short stay accommodation purposes. The entire premises has been leased for the exclusive residential possession of the Renter/s named in this Agreement, and as such, no part of the rented premises may be leased to, or occupied by, any other person/s without the Residential Rental Provider's written permission. Renters are strictly prohibited to enter into a licence agreement with any other party, or allow short or long term guests to reside in the premises, including, but not limited to companies such as Airbnb, Roomorama and Couchsurfing.
- c. The Renter acknowledges that the Residential Rental Provider's insurance policies will not provide insurance cover for any of the Renters possessions.
- d. The Renter shall pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil, internet and telephone connections where the rented premises is separately metered for these services. Furthermore, it is the Renter's responsibility to arrange meter readings to be taken when they enter into occupation of the premises and again when they vacate the premises. Failure to do so may result in charges for dates outside of their Rental period.
- e. The Renter agrees to observe and be bound by the Rules of the Owners Corporation Regulations. (if applicable)
- f. Renters may not throw, place, drop, or allow to fall any article or substance from or out of the rented premises and shall not place any article or substance on any sill, balcony, terrace, or ledge or other similar part of the rented premises.
- g. Renters may not permit an excess number of people and objects on a deck or balcony, which is likely to exceed the load that the deck or balcony was designed to hold. The balcony and decking areas must be kept in a reasonably clean manner at all times.
- h. A Renter must not keep a pet without the Rental Provider consent. The rental provider may apply to VCAT for an order to exclude the pet from the property. If VCAT makes an order to refuse or exclude a pet from the property and the renter does not comply with the order within 14 days after it takes effect, then the rental provider may give a 28-day notice to vacate the premises.
- i. The Renter must not tamper with, cover or remove safety related appliances at any time. If the Renter becomes aware that that any safety related appliances is a not in proper working order, the Renter is required to notify the Agent immediately.
- j. The Renter shall at the Renter's expense replace all consumable items such as lighting tubes, globes and down-lights to the premises which become defective during the term of the Rental.
- k. The Renter shall not hang out any clothes outside the premises other than where provision for the hanging clothes has been provided.



- l. The Renter acknowledges that the exterior of the premises must be kept in a reasonably clean condition. This includes patio, garden areas and any nature strip, which requires regular mowing and edging of lawns, weeding of garden beds, cleaning and removal of clippings and leaves, and adequate watering of all plants and grass areas.
- m. The Renter hereby acknowledges and agrees to keep unobstructed and regularly clean accessible filters and vents at the property. This includes, but is not limited to, exhaust fans, return air vents, ducted heating and cooling, split system air conditioner filters and range hood filters. Such items must be kept in a reasonably clean condition to avoid clogging and building up grime and/or dust, and to avoid potential fire hazards.
- n. The Renter shall suitably ventilate the premises to avoid the presence and/or build-up of mould and condensation. Any mould should be cleaned and treated with an appropriate cleaning agents, and the renter must immediately advise the Agent.
- o. The Residential Rental Provider acknowledges the Renter's right to change the locks on the premises providing a duplicate is supplied to the Agent. The Renter has the right to change the alarm code on the premises providing the Agent is immediately advised of the new alarm code.
- p. The Renter is responsible for the replacement of any lost keys, auto remote controls and the provision of additional keys and any locksmith's charges where keys are mislaid or lost. The Agent does not guarantee that spare keys for the property are available. Misplaced or lost keys may require a locksmith to assist Renters back into their rental property at the Renters cost.
- q. The Renter understands and accepts the Agent will conduct routine inspections in accordance with the provisions of The Act. Digital photographs/video of the property may be taken to provide the owner with a visual record of the property as required.
- r. The Renter hereby acknowledges that the rental provider has requested that the interior of the premises is strictly non-smoking. The Renter will be held responsible for resultant smoke damage to the premises.
- s. The Renter hereby acknowledges that the Agent will provide phone and email contact details to maintenance contractors and suppliers throughout the Rental period to facilitate access to the property and to enable the Residential Rental Provider to carry out their duties under The Act.
- t. If the Renter wishes to vacate the premises on or after the expiration of this Agreement, the Renter shall give the Residential Rental Provider/Agent written notice of the Renter's intention to vacate 28 days prior.
- u. The Renter must not use bond as rent. The Renter acknowledges that they may be liable to a penalty of 60 penalty units (eg.\$165.22 per unit as at 1/7/20 – 31/6/21, being \$9913.20)
- v. If the Renter wishes to vacate the property prior to the expiration of the Fixed Term of this agreement, 'lease break' fees will be applied on a basis that is proportionate to the actual costs of securing a new renter: It is further agreed that the Bond will be held by the RTBA until such time as the premises has been re-let, these costs are paid by the Renter, the Renter agrees to deduct these costs from the Bond or following an application to VCAT.

The renter will be required to pay the following 'lease break' fees:

- Rent until a suitable replacement renter commences or the expiration of the lease, and;
- Advertising & board costs associated with the re-letting, calculated on a pro-rata basis based on the balance of the lease term (inc GST), and;
- Letting fees, calculated on a pro rata basis based on the balance of the lease term (inc GST) and;
- Costs relating to database verification on applicants, and;
- Costs to maintain lawns, gardens and any other services required to keep the property in a reasonably clean condition.



**32. Signatures**

This agreement is made under the Act.

Before signing you must read **Part D—Rights and Obligations** in this form which outlines your rights and obligations.

**Rental provider/s**

*on behalf of:*

Full name or company name of rental provider: Alexander Webb

Signature:

Dated: 29/8/22

**Renter/s** *Note: Each renter who is a party to the agreement must sign and date here.*

Full name of renter: Craig McIntosh

Signature:

DocuSigned by:  
*Craig McIntosh*  
5194CCBFE145C...

Dated: 22/08/22

Initials: *CM*



## Lease Annexure 1.

### Safety-Related Activities

This annexure forms part of the 'additional terms' of the Residential Rental Agreement between:

Alexander Webb as the Residential Rental Provider and Craig McIntosh as the Renter/s for the premises situated at 8 WISEMAN WALK WOLLERT, VIC, 3750

1. The renter hereby acknowledges that the residential rental provider has an obligation to engage a licenced contractor to complete safety-related activities on the property as per the Residential Tenancy Regulations 2021.
2. The renter hereby acknowledges and confirms their contact details will be provided to licenced contractors so an appointment can be directly organised to complete the required safety-related activities and any subsequent work following the initial safety inspection.
3. The renter hereby confirms that should they need to cancel an appointment for safety-related activities, they need to provide the licenced contractor with a minimum 24 hours notice
4. The renter hereby confirms should they fail to provide access to the property at the designated appointment time for the purpose of any safety related activities, that they will be liable for a call out charge of up to \$160.00 inc GST

Signed by Renter/s:

DocuSigned by:  
*Craig McIntosh*  
51944CC8F7E142C

Date: 27/08/22

# IAN McCUBBIN & ASSOCIATES SOLICITORS

40 CHUTE STREET, DIAMOND CREEK, 3089

TELEPHONE: (03) 9438 2855

---

## SECTION 32 STATEMENT

---

**VENDOR:** ALEXANDER HOWDEN WEBB

**PROPERTY:** 8 Wiseman Walk, Wollert, 3750

**VENDOR'S STATEMENT TO THE PURCHASER OF REAL ESTATE  
PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962**

**VENDOR:** ALEXANDER HOWDEN WEBB

**PROPERTY:** 8 Wiseman Walk, Wollert, 3750

**IMPORTANT NOTICE TO PURCHASERS**

*If you fail to complete the purchase of this property on the Settlement Date specified in the Contract, the Vendor will or may suffer the following losses and expenses as a consequence of such a breach of contract:*

- (a) *Interest and other costs of obtaining bridging finance to complete the Vendor's purchase of another property;*
- (b) *Interest payable by the Vendor under any existing Mortgage (if any) over the property calculated from the due date for settlement;*
- (c) *Accommodation expenses necessarily incurred by the Vendor;*
- (d) *Legal costs and expenses as between Solicitor and Client arising from any default by the Purchaser;*
- (e) *Penalties payable by the Vendor occasioned by any delay in completion of the Vendor's purchase of another property.*

*Any such consequential loss suffered by the Vendor is payable by the Purchaser in addition to penalty interest payable in accordance with the terms of the Contract.*

1. **RESTRICTIONS** - other than as disclosed by any copy documents annexed hereto, there are no easements, covenants or other similar restrictions (registered or unregistered) affecting the Property and no existing failure to comply with their terms.
2. **PLANNING** - details of planning instruments affecting the Property are:-
  - 2.1 Planning Instrument: As per attached certificate
  - 2.2 Responsible Authority: As per attached certificate
  - 2.3 Zoning and/or Reservation: As per attached certificate
3. **OUTGOINGS** - The amount of rates, taxes, charges or other similar outgoings affecting the Property **AND** any interest payable on any part of them which is unpaid (including any rates, taxes, charges or outgoings for which the purchaser may become liable in consequence of the sale of the Property and which the vendor might reasonably be expected to have knowledge of) are:

As per attached certificates

There are no amounts for which the purchaser may become liable as a consequence of the sale of this property of which the vendor might reasonably be expected to have knowledge which are not included above.
4. **STATUTORY CHARGES** - Details of any charge (whether registered or not) over the Property imposed by or under any Act to secure an amount due under that Act, including the amount owing under that charge are:-

Other than as disclosed by any copy documents annexed hereto, Nil.
5. **SERVICES** - Details of services which are **not** connected to the Property-  
Nil
- 5.1 The purchaser should check with the appropriate authorities as to the availability and cost of providing any service (essential or otherwise) not connected to the property.

6. **NOTICES** - Details of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal affecting the Property (including any notice of intention to acquire served under Section 6 of the Land Acquisition and Compensation Act 1986) which the vendor might reasonably be expected to have knowledge of are as follows:-  
Other than as disclosed by any copy documents annexed hereto - **NIL**
  
7. **CONTAMINATION RESTRICTIONS** - Details of any current land use restriction notice given in relation to the land under the Agricultural and Veterinary Chemicals (Control of Use) Act 1992 due to contamination are as follows:-  
Nil.
  
8. **TITLE** - Attached are copies of (or reproductions of or statements of information as to) the following document/s concerning the title of the Property:
  - the Register Search Statement and the document, or part of the document, referred to as the diagram location, in the Register Search Statement that identifies the land and its location.
  - the Plan of Subdivision Number 735109D
  - the Covenant Number AQ561420K
  - the Plan of Subdivision Number 643120D
  - the Section 173 Agreement Number AH245065V
  - the Section 173 Agreement Number AH909084X
  
9. **LAND USE** - a description of any easement or covenant or other similar matter affecting the land (whether registered or unregistered) is contained in the attached documents
  - Particulars of any existing failure to comply with that easement covenant or 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.
  
10. **ROAD ACCESS AND BUSHFIRE-PRONE PROPERTY**
  - There is access to the Property by road.
  - Whether or not the property is or is not within a designated bushfire-prone area is disclosed in the attached Certificate
  
11. **BUILDING APPROVALS & INSURANCE** - Particulars of any building permit granted during the past 7 years under the Building Act 1993 (required only where the Property includes a residence) are:
  - Building Approval for dwelling and garage

Particulars of any required **insurance** effected in the past six years and six months under the Building Act 1993 (required only where the Property includes a residence constructed by an **owner-builder** to which Section 137B of the Building Act 1993 applies) are:

  - Not applicable.
  
12. **OWNERS CORPORATION ACT 2006**  
The land is not affected by an Owners Corporation as defined in the Owners Corporation Act 2006 (Vic).

**13. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

The land is not land in respect of which a GAIC is imposed

**14. ENERGY EFFICIENCY INFORMATION**

Not applicable

**15. GST NOTICE TO THE PURCHASER** pursuant to Section 14 - 265 Schedule 1 Taxation and Administration Act 1953 (Cth)

- The property described within is either existing residential premises or commercial residential premises and therefore the purchaser is not required to withhold GST.

The purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation and Administration Act 1953 (Cwlth) in relation to the supply of this property.

**16. MATERIAL FACTS DISCLOSURE**

The Vendor hereby declares that there are no material facts related to the property that must be disclosed by a vendor to a purchaser pursuant to Section 12(d) of the Sale of Land Act 1962

Signature *Alexander Webb*  
of

vendor:.....

Dated 06/02/2023

The undersigned purchaser hereby acknowledges being given a duplicate of this statement signed by the vendor before the purchaser signed any contract.

Signature  
of

purchaser:.....

Dated / /20

**WARNING TO VENDORS**

1. **Terms Contracts.** This Vendors Statement **is not** to be used where the Property is to be sold on a **terms contract**, or, subject to a mortgage that **is not** to be discharged before the purchaser becomes entitled to possession. An additional Vendors Statement is required in these circumstances.
2. **GST.** If you are registered for **GST** and the sale of this Property represents a "taxable supply", then you must ensure that any Contract of Sale includes appropriate conditions to deal with liability for payment of GST. If there are no conditions, the vendor is liable to pay any GST.
3. **Vendor's Insurance.** This Vendors Statement had been prepared for use with the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008 that provides for the property to remain at the risk of the vendor until settlement. If you intend to use a contract that does not provide for the property to remain at the risk of the vendor until settlement then full particulars of the vendor's insurance in respect of any damage or destruction to the property must be attached.

If any of the above circumstances apply to you then please contact Ian McCubbin & Associates so we may upgrade this Vendors Statement to cover these circumstances.



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

Page 1 of 2

VOLUME 11905 FOLIO 665

Security no : 124103623647E  
Produced 02/02/2023 09:04 AM

**LAND DESCRIPTION**

Lot 1344 on Plan of Subdivision 735109D.  
PARENT TITLE Volume 11534 Folio 257  
Created by instrument PS735109D 08/08/2017

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
ALEXANDER HOWDEN WEBB of 17 BRANDON CRESCENT BUNDOORA VIC 3083  
AQ561420K 18/12/2017

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AQ561421H 18/12/2017  
NATIONAL AUSTRALIA BANK LTD

COVENANT PS643120D 19/11/2014

COVENANT PS735109D 08/08/2017

COVENANT AQ561420K 18/12/2017

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

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

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

**DIAGRAM LOCATION**

SEE PS735109D FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 8 WISEMAN WALK WOLLERT VIC 3750

**ADMINISTRATIVE NOTICES**

NIL

eCT Control: 17914D NAB BROKER



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

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

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

Page 2 of 2

---

Effective from 18/12/2017

DOCUMENT END



# Imaged Document Cover Sheet

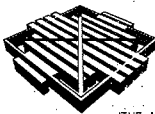
The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	<b>Plan</b>
Document Identification	<b>PS735109D</b>
Number of Pages (excluding this cover sheet)	<b>3</b>
Document Assembled	<b>02/02/2023 09:06</b>

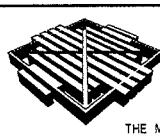
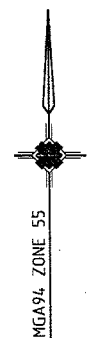
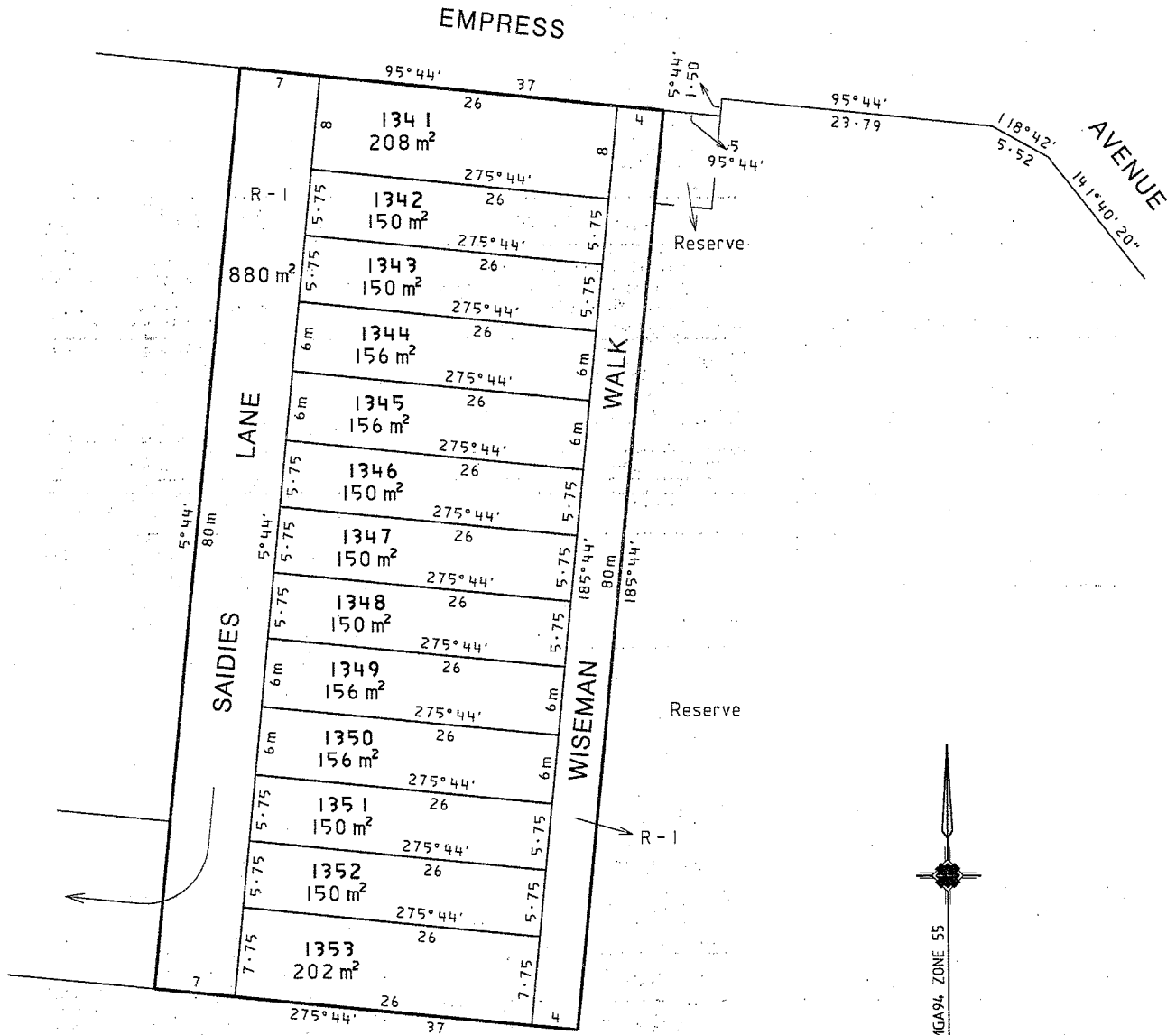
**Copyright and disclaimer notice:**

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

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

<b>PLAN OF SUBDIVISION</b>		LV use only <b>EDITION 1</b>	Plan Number <b>PS 735109D</b>	
Location of Land Parish: Wollert Township: _____ Section: 12 Crown Allotment: _____ Crown Portion: 2 (Part) & 3 (Part) Title Reference: Vol. 11534 Fol. 257 Last Plan Reference: Lot S PS 643120D Postal Address: 57 Empress Avenue (at time of subdivision) Wollert 3750 MGA Co-ordinates: E 324 830 Zone: 55 (of approx. centre of land in plan) N 5 835 350 GDA 94		Council Name: Whittlesea City Council Council Reference Number: 608991 Planning Permit Reference: 71270 SPEAR Reference Number: S071030V Certification This plan is certified under section 6 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied has been made and the requirement has been satisfied at Statement of Compliance (Document updated 02/08/2017) Digitally signed by: Carolyn Joy Leatham for Whittlesea City Council on 09/05/2017 Statement Of Compliance issued: 02/08/2017		
<b>Vesting of Roads and/or Reserves</b>		<b>NOTATIONS</b>		
Identifier	Council/Body/Person	Lots 1 to 1340 (Both Inclusive) have been omitted from this stage. Lots 1341 to 1353 (Both Inclusive) are affected by Restrictive Covenants. Refer to Sheet 3. Other Purpose of Plan: The easement E-1 for 'Drainage' purposes created in PS 643120D over R-1 (Saidies Lane) in favour of City of Whittlesea is removed by all interested parties upon registration of this plan. Other Purpose of Plan: The easement E-2 for 'Sewerage' purposes created in PS 643120D over R-1 (Saidies Lane) in favour of Yarra Valley Water Corporation is removed by all interested parties upon registration of this plan. Estate: SUMMERHILL Development No.: 13A No. of Lots: 13 Area: 2960 m <sup>2</sup> Melways: 181 J1		
Roads R-1	City of Whittlesea			
<b>NOTATIONS</b>				
Depth Limitation : Does not apply. Survey This plan is <del>is not</del> based on survey, refer to PS 643118P. This survey has been connected to permanent marks (nols) This survey is not in a Proclaimed Survey Area. Staging This <del>is</del> is not a staged subdivision Planning Permit No. 715427				
<b>EASEMENT INFORMATION</b>				
<b>LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)</b>				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
 <b>WATSONS</b> URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH. (03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST. KILDA RD, SOUTHBANK PH. (03) 9697 8000, FAX (03) 9697 8099		REF 35909/Stg.13A	ORIGINAL SHEET SIZE A3	SHEET 1 OF 3 SHEETS
Digitally signed by: Jonathan Trevor Neate (Watsons), Surveyor's Plan Version (2), 11/04/2016, SPEAR Ref: S071030V		PLAN REGISTERED TIME: 2:37pm DATE: 8/8/2017 A.R.T. Assistant Registrar of Titles		

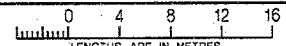
Plan Number  
**PS 735109D**



**WATSONS**

URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS  
5 MAIN ST, MORNINGTON PH.1031 5975 4644,  
FAX 1031 5975 3916  
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK  
PH.1031 9697 8000, FAX 1031 9697 8099

SCALE  
1:400



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

ORIGINAL SHEET  
SIZE A3

SHEET 2

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

Plan Number  
**PS 735109D**

SUBDIVISION ACT 1988  
CREATION OF RESTRICTION A

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

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

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

Description of Restriction:

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



**WATSONS**

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

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

ORIGINAL SHEET  
SIZE A3

SHEET 3

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

**AQ561420K**

# Transfer of Land

## Section 45 Transfer of Land Act 1958

**Privacy Collection Statement**  
The information from this form is collected by the Registrar of Titles under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes

Lodged by:

Name:

Phone:

Address:

**17914D  
NAB Broker**

Reference:

Customer Code:

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

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

Land: *(volume and folio)*

**Certificate of Title Volume 11905 Folio 665 (Lot 1344)**

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

**Estate in fee simple**

Consideration:

Transferor: *(full name)*

**EVOLVE NO. 10 PTY LTD ACN 131 890 965**

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

**Alexander Howden Webb of 17 Brandon Crescent, Bundoora VIC 3083**

Directing Party: *(full name)*

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

575107A

Order to Register

Duty Use Only

**T2**

Please register and issue Certificate of Title to

Page 1 of 2

Signed

Customer Code



**THE BACK OF THIS FORM MUST NOT BE USED**

**AQ561420K**

# Transfer of Land

## Section 45 Transfer of Land Act 1958

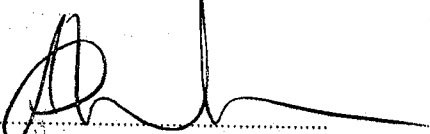
Dated:  
Parties: **EVOLVE NO. 10 PTY LTD ACN 131 890 965 and Alexander Howden Webb**

Signatures of the Parties:  

Dated: **26/10/2017**

Execution and attestation :

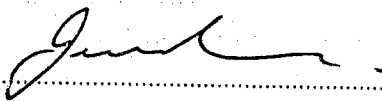
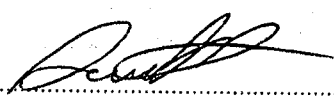
Executed by **EVOLVE NO. 10 PTY LTD ACN 131 890 965** by being signed by those persons who are authorised to sign for the company: ) ) )

  
.....  
Director

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

.....  
Usual address

SIGNED by the Transferee **Alexander Howden Webb** in the presence of: ) ) )

 .....  
Witness  .....

**NORTHCOTE DISCOUNT CHEMIST  
SHOP 4, NORTHCOTE PLAZA S/C  
NORTHCOTE 3070  
9481 7265**

575107A

# T2

**THE BACK OF THIS FORM MUST NOT BE USED**

**AQ561420K**

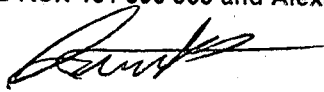
# Annexure Page

## Transfer of Land Act 1958

**Privacy Collection Statement**  
The information from this form is collected by the Registrar of Titles under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes

This is page \_\_\_\_\_ of Approved Form T2 dated \_\_\_\_\_ between  
**EVOLVE NO. 10 PTY LTD ACN 131 890 965 and Alexander Howden Webb**

Signatures of the Parties



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

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

575107A	
A1	<ol style="list-style-type: none"> <li>1. If there is insufficient space to accommodate the required information in a panel of the attached form insert the words "See Annexure page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading.</li> <li>2. The approved Annexure Pages must be properly identified and signed by the parties to the attached form to which it is annexed.</li> <li>3. All pages must be attached together by being stapled in the top left corner.</li> </ol>

**THE BACK OF THIS FORM MUST NOT BE USED**

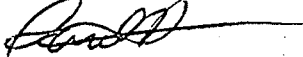
**AQ561420K**

# Annexure Page

## Transfer of Land Act 1958

**Privacy Collection Statement**  
The information from this form is collected by the Registrar of Titles under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes

This is page of Approved Form T2 dated between  
**EVOLVE NO. 10 PTY LTD ACN 131 890 965 and Alexander Howden Webb**

Signatures of the Parties 



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

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

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

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

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

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

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

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

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

575107A	
A1	<ol style="list-style-type: none"> <li>1. If there is insufficient space to accommodate the required information in a panel of the attached form insert the words "See Annexure page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading.</li> <li>2. The approved Annexure Pages must be properly identified and signed by the parties to the attached form to which it is annexed.</li> <li>3. All pages must be attached together by being stapled in the top left corner.</li> </ol>

**THE BACK OF THIS FORM MUST NOT BE USED**


**AQ561420K**

# Annexure Page

## Transfer of Land Act 1958

**Privacy Collection Statement**  
The information from this form is collected by the Registrar of Titles under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes

This is page \_\_\_\_\_ of Approved Form T2 dated \_\_\_\_\_ between  
**EVOLVE NO. 10 PTY LTD ACN 131 890 965 and Alexander Howden Webb**

Signatures of the Parties 



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

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

**Works** means:

- (i) construction of or erection of or alteration to buildings, fences, signs or other improvements or structures;
- (ii) changing the external appearance of any building, fence, sign or other improvement including by painting, rendering or any application to the surface; and
- (iii) planting or removal of Vegetation;

but does not include:


- (iv) internal changes to a previously constructed building where the external appearance of the building is not affected; or
- (v) changes to Vegetation, so long as the Design Guidelines are complied with.

575107A	
A1	<ol style="list-style-type: none"> <li>1. If there is insufficient space to accommodate the required information in a panel of the attached form insert the words "See Annexure page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading.</li> <li>2. The approved Annexure Pages must be properly identified and signed by the parties to the attached form to which it is annexed.</li> <li>3. All pages must be attached together by being stapled in the top left corner.</li> </ol>

**THE BACK OF THIS FORM MUST NOT BE USED**

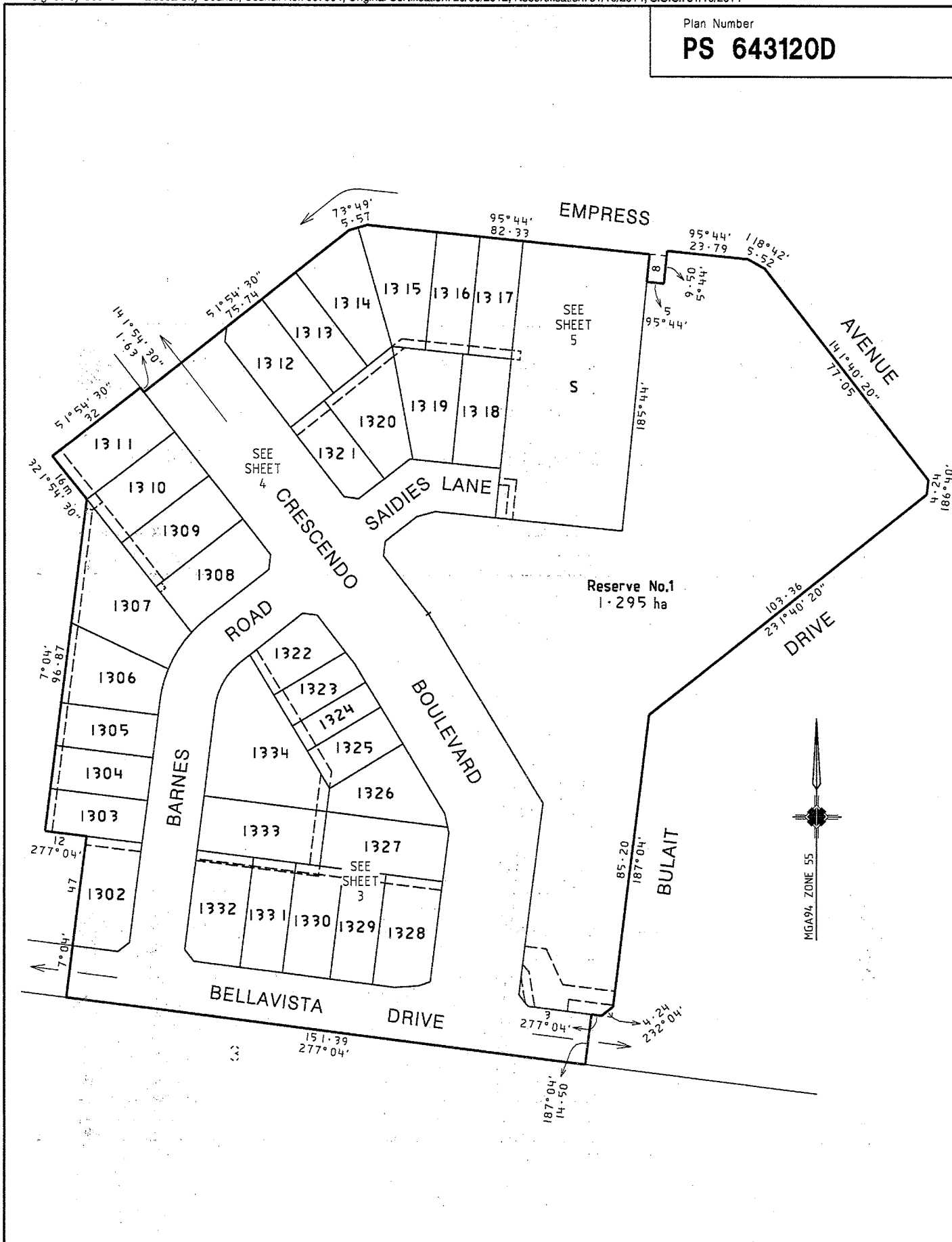
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the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

Signed by Council: Whittlesea City Council, Council Ref: 607954, Original Certification: 20/06/2012, Recertification: 31/10/2014, S.O.C.: 31/10/2014

<b>PLAN OF SUBDIVISION</b>		LV use only <b>EDITION 1</b>	Plan Number <b>PS 643120D</b>
Location of Land Parish: Wollert Township: _____ Section: 12 Crown Allotment: _____ Crown Portion: 2 (Part) & 3 (Part) Title Reference: Vol. Fol.  Last Plan Reference: Lot P PS 643119M  Postal Address: 135 Craigieburn Road (at time of subdivision) Wollert 3750  MGA94 Co-ordinates: E 324 700 Zone: 55 (of approx. centre of land in plan) N 5 835 300		Council Certificate and Endorsement Council Name: City of Whittlesea Ref:	
<b>Vesting of Roads and/or Reserves</b>		<b>NOTATIONS</b>	
Identifier	Council/Body/Person	Lots 1 to 1301 (Both Inclusive) and Lots A to R (Both Inclusive) have been omitted from this stage. Lots 1302 to 1334 (Both Inclusive) are affected by Restrictive Covenants, refer to Sheets 6, 7, 8 & 9. Lots 1302 to 1334 (Both Inclusive) are affected by MCP AA2528. <b>Other Purpose of Plan:</b> The easement for 'Sewerage' purposes created by PS 643119M over Road R-1 (Barnes Road, Crescendo Boulevard & Bellavista Drive) in favour of Yarra Valley Water Corporation is removed by all interested parties upon registration of this plan. The easement for 'Drainage' purposes created by PS 647853K over Road R-1 (Bellavista Drive) in favour of City of Whittlesea is removed by all interested parties upon registration of this plan.  Estate: SUMMERHILL Development No.: 13 No. of Lots: 33 Area: 3.9 15 ha Melways: 181 K1	
Roads R-1 Reserve No.1	City of Whittlesea City of Whittlesea		
<b>NOTATIONS</b>			
Depth Limitation : Does not apply.			
Survey This plan is <del>is not</del> based on survey, refer to PS 643118P. This survey has been connected to permanent marks no(s) This survey is not in a Proclaimed Survey Area.  Staging This <del>is</del> not a staged subdivision Planning Permit No. 712070			
<b>EASEMENT INFORMATION</b>			
<b>LEGEND:</b> A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)			
Easement Reference	Purpose	Width (Metres)	Origin
E-1, E-3 & E-5	Drainage	See Diag.	This Plan
E-2 & E-3	Sewerage	See Diag.	This Plan
E-4 & E-5	Sewerage	See Diag.	PS 643119M
E-6 & E-7	Drainage	See Diag.	PS 643118P
E-7	Sewerage	See Diag.	PS 643118P
			Land Benefited/In Favour Of
			City of Whittlesea
			Yarra Valley Water Corporation
			Yarra Valley Water Corporation
			City of Whittlesea
			Yarra Valley Water Corporation
 <b>WATSONS</b> URBAN DEVELOPMENT CONSULTANTS & MANAGERS <small>5 MAIN ST, MORNINGTON PH. (03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST. KILDA RD. SOUTHBANK PH. (03) 9697 8000, FAX (03) 9697 6099</small>		DIGITALLY SIGNED BY LICENSED SURVEYOR JONATHAN TREVOR NEATE REF 35909/Stg.13 VERSION 10	
		SHEET 1 OF 9 SHEETS	
		ORIGINAL SHEET SIZE A3	
		PLAN REGISTERED: TIME: 10:53AM DATE: 19/11/14 GL Assistant Registrar of Titles	

Plan Number

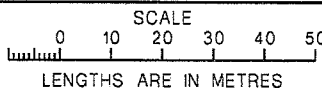
**PS 643120D**



**WATSONS**

URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

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

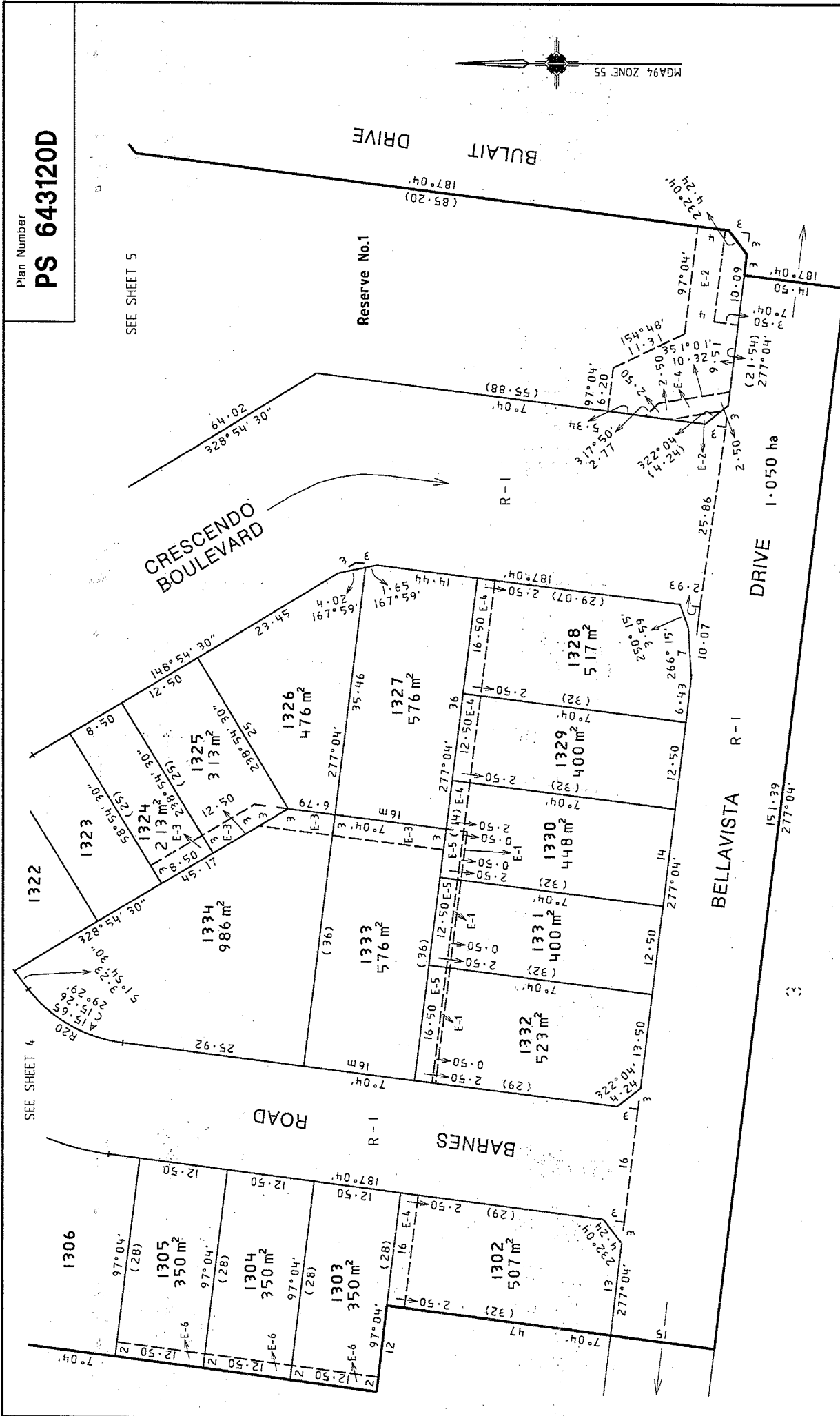


ORIGINAL  
SCALE  
1:1000

DIGITALLY SIGNED BY LICENSED SURVEYOR  
JONATHAN TREVOR NEATE  
REF 35909/Stg.13 VERSION 10

SHEET 2

ORIGINAL SHEET SIZE A3




Plan Number  
**PS 643120D**

SHEET 3  
ORIGINAL SHEET SIZE A3

ORIGINAL SCALE  
1:500

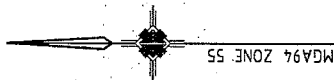
SCALE  
0 5 10 15 20 25  
LENGTHS ARE IN METRES

DIGITALLY SIGNED BY LICENSED SURVEYOR  
JONATHAN TREVOR NEATE  
REF 35909/Sig.13 VERSION 10



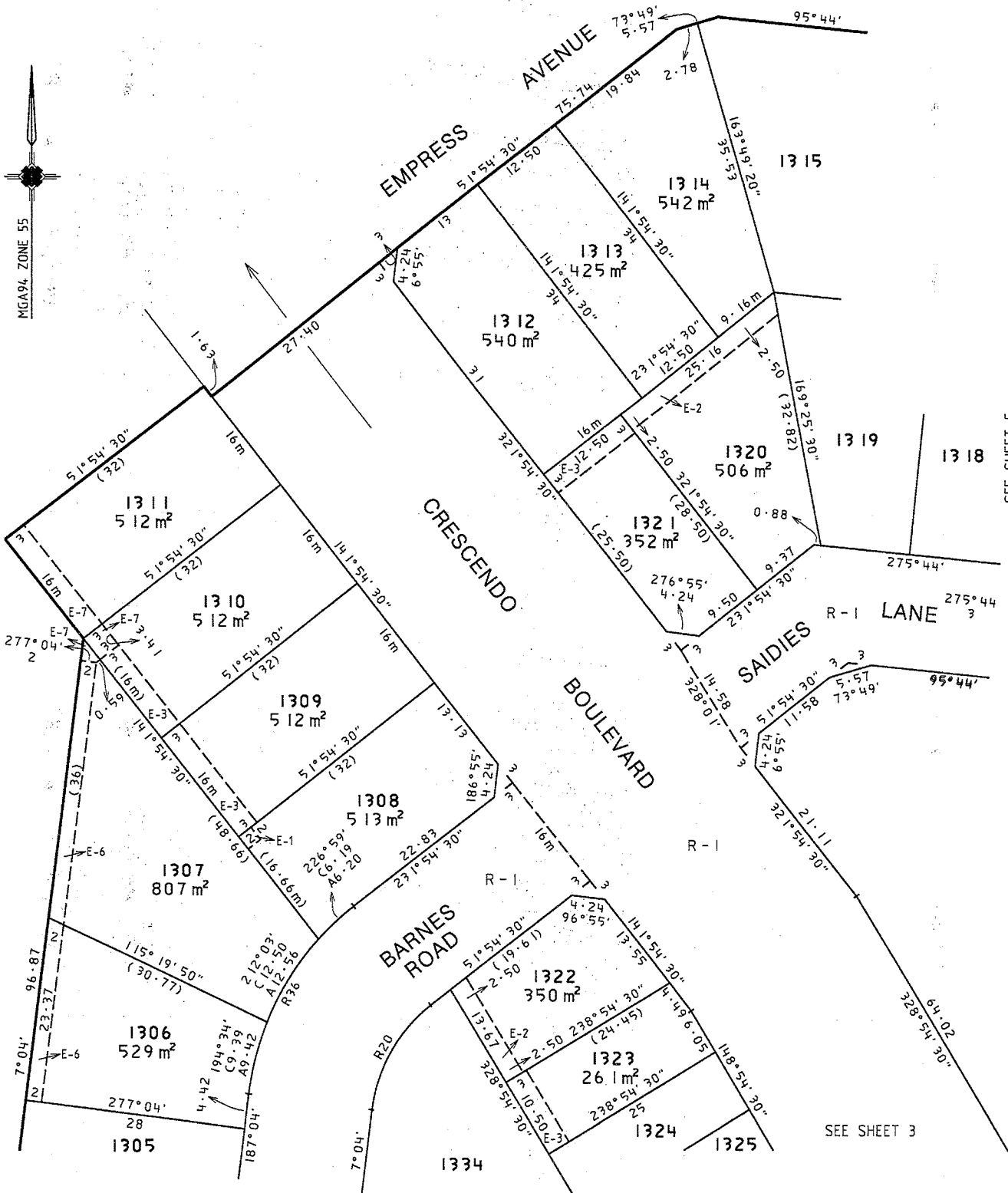
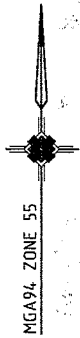
**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

5 MAIN ST. MORNINGTON PH. 031 5975 4644, FAX 031 5975 3916  
THE MELBOURNE, SUITE 2, 260 ST. KILDA RD. SOUTHBANK  
PH. 031 9687 8000, FAX 031 9687 8099



Plan Number

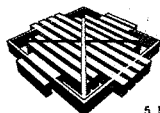
**PS 643120D**



SEE SHEET 5

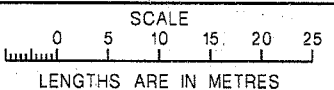
SEE SHEET 3

SEE SHEET 3



**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH. (03) 5975 4644, FAX (03) 5975 3916  
THE MELBURNIAN, SUITE 2, 250 ST. KILDA RD, SOUTH BANK  
PH. (03) 9697 8000, FAX (03) 9697 8099



ORIGINAL SCALE  
1:500

**DIGITALLY SIGNED BY LICENSED SURVEYOR**  
JONATHAN TREVOR NEATE  
REF 35909/Stg.13 VERSION 10

SHEET 4
ORIGINAL SHEET SIZE A3

Plan Number  
**PS 643120D**

**EMPRESS**

**AVENUE**

**BULLATT DRIVE**

**CRESCENDO BOULEVARD**

Reserve No.1

Reserve

SHEET 5

ORIGINAL SHEET SIZE A3

ORIGINAL SCALE  
1:500

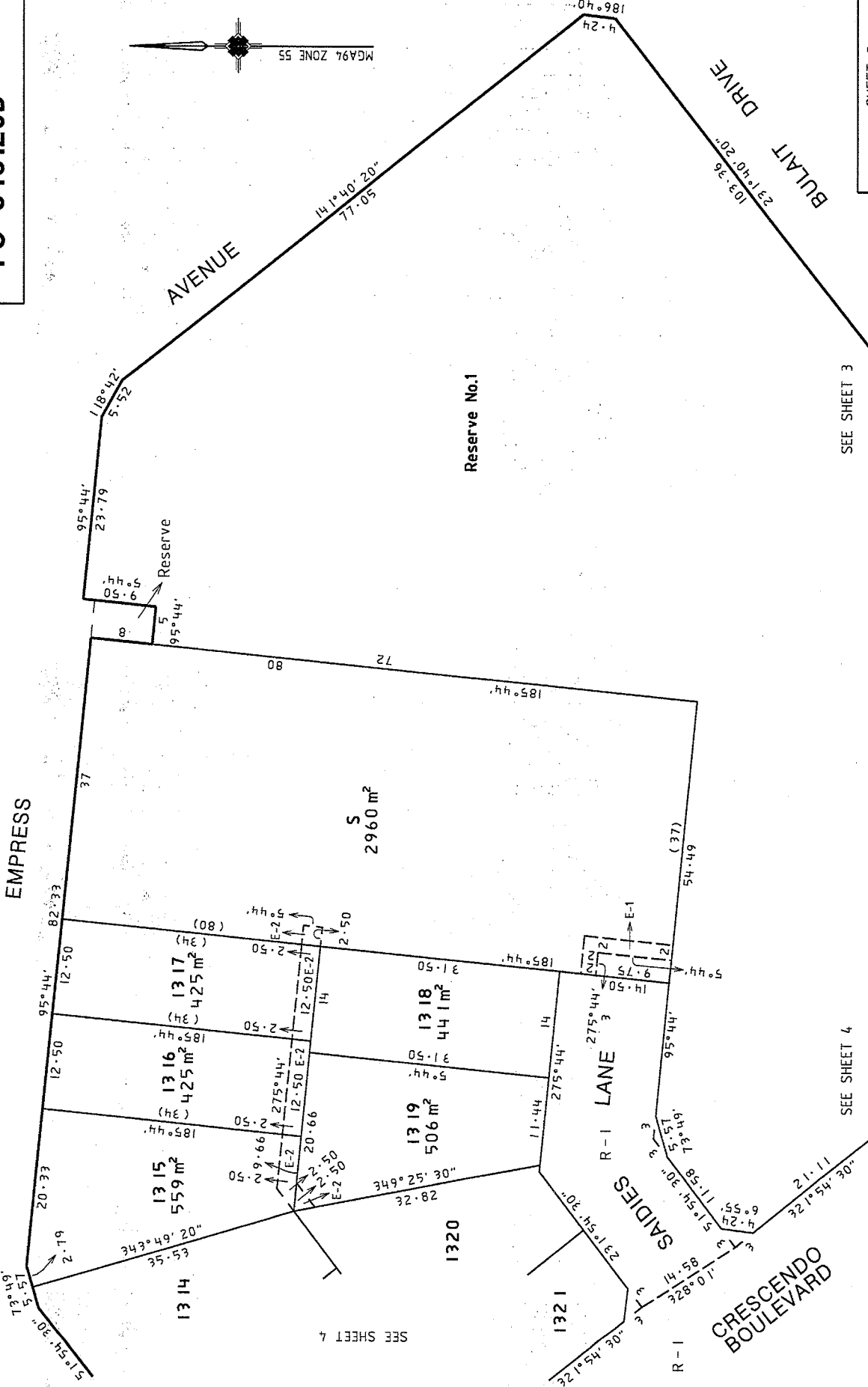
SCALE  
0 5 10 15 20 25  
LENGTHS ARE IN METRES

DIGITALLY SIGNED BY LICENSED SURVEYOR  
JONATHAN TREVOR NEATE  
REF: 35909/S'19.13 VERSION 10

**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS



5 MAIN ST. MORNINGTON PH: (03) 5975 4844, FAX: (03) 5975 3916  
THE MELBURNIAN, SUITE 2, 250 ST KILDA RD, SOUTHBANK  
PH: (03) 9897 8000, FAX: (03) 9897 6099



SEE SHEET 4

SEE SHEET 4

SEE SHEET 3

Plan Number

**PS 643120D**

SUBDIVISION ACT 1988  
CREATION OF RESTRICTION A

The following restriction is to be created upon registration of this plan.

Table of land burdened and land benefited

Burdened Lot No.	Benefiting Lots on This Plan
1302	1303
1303	1302, 1304
1304	1303, 1305
1305	1304, 1306
1306	1305, 1307
1307	1306, 1308, 1308, 1309, 1310
1308	1307, 1309
1309	1307, 1308, 1310
1310	1307, 1309, 1311
1311	1310
1312	1313, 1320, 1321
1313	1312, 1314, 1320
1314	1313, 1315, 1320
1315	1314, 1316, 1319
1316	1315, 1317, 1318, 1319
1317	1316, 1318
1318	1316, 1317, 1319

Burdened Lot No.	Benefiting Lots on This Plan
1319	1315, 1316, 1318, 1320
1320	1312, 1313, 1314, 1319, 1321
1321	1312, 1320
1322	1323, 1334
1323	1322, 1324, 1334
1324	1323, 1325, 1334
1325	1324, 1326, 1334
1326	1325, 1327, 1334
1327	1326, 1328, 1329, 1330, 1333
1328	1327, 1329
1329	1327, 1328, 1330
1330	1327, 1329, 1331, 1330
1331	1330, 1332, 1333
1332	1331, 1333
1333	1327, 1330, 1331, 1332, 1334
1334	1322, 1323, 1324, 1325, 1326, 1333

Description of Restriction:

The registered proprietor or proprietors for the time being of a burdened lot to which this restriction applies shall not build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing No. AA2528. The provisions of the said MCP (including Building Envelope Schedules in the plan) are incorporated into this restriction.

This restriction shall expire ten years after the date of registration of this plan.

SHEET 6

ORIGINAL SHEET SIZE A3



**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

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

DIGITALLY SIGNED BY LICENSED SURVEYOR

JONATHAN TREVOR NEATE

REF 35909/Stg.13 VERSION 10

Plan Number

**PS 643120D**

SUBDIVISION ACT 1988  
CREATION OF RESTRICTION B

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

Land to benefit: Lots 1302 to 1334 (Both Inclusive)

Land to be burdened: Lots 1302 to 1334 (Both Inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any lot on this plan to which the following restrictions apply shall not:

- (i) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot unless:
  - (A) copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Summerhill Assessment Panel care of Gill Banez, Evolve Development Pty Ltd, Suite B, 9 Albert Road Melbourne 3004 or such other entity as may be nominated by the Summerhill Assessment Panel from time to time;
  - (B) the plans comply with the Design Guidelines, a copy of which can be obtained from the website at [www.summerhillliving.com.au](http://www.summerhillliving.com.au) and
  - (C) the Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans prior to the commencement of works;
- (ii) At any time erect, construct, build or cause to be erected, constructed or built on a lot :
  - (A) Any building other than one private dwelling with the usual outbuildings
  - (B) Any building with the same front facade to that of an existing private dwelling within 5 house lots, and opposite the private dwelling and within 5 house lots, regardless of street intersections.
  - (C) Any private dwelling with a total floor area (excluding any verandah, balcony or garage) of less than:
    - (a) 120m<sup>2</sup> in the case of a lot having an area between 300m<sup>2</sup> and 450m<sup>2</sup>.
    - (b) 150m<sup>2</sup> in the case of a lot having an area between 451m<sup>2</sup> and 600m<sup>2</sup>.
    - (c) 180m<sup>2</sup> in the case of a lot having an area greater than 601m<sup>2</sup>.
  - (D) Any private dwelling (including garage) of which less than thirty percent (30%) of the external walls (excluding windows) is constructed of brick, brick veneer, masonry, masonry veneer or other approved texture coated material.
  - (E) Any private dwelling (including garage) upon which fascia board's trim and exposed metalwork is not colour co-ordinated with the dwelling house, unless approved by the Design Assessment Panel.
  - (F) Any private dwelling (including garage) with unpainted and/or untreated metalwork, unless approved by the Design Assessment Panel.
  - (G) Any private dwelling (including garage) with reflective glazing and/or tinted glass, unless approved by the Design Assessment Panel.
  - (H) Any private dwelling (including garage or carport) with a roof of other than masonry, terracotta roof tiles or other non reflective materials.
  - (I) Any private dwelling that does not allow for lock up car accommodation for at least one vehicle.
  - (J) Any open carports.
  - (K) Any garage which is constructed of materials other than materials of the same type and finish as the private dwelling on a lot;
  - (L) Any garage with roller doors or metal tray deck doors.

SHEET 7

ORIGINAL SHEET SIZE A3



**WATSONS**

URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

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

DIGITALLY SIGNED BY LICENSED SURVEYOR

JONATHAN TREVOR NEATE

REF 35909/Stg.13/ VERSION 10

Plan Number

**PS 643120D**

SUBDIVISION ACT 1988  
CREATION OF RESTRICTION B

Upon registration of this plan the following restriction is to be created (continued from Sheet 7).

- (iii) At any time construct or build a driveway of any material other than coloured concrete, pavers or concrete with exposed aggregate or stamped or stencilled surfacing in neutral coloured tones.
- (iv) At any time construct or build a driveway within 500mm of a side boundary.
- (v) At any time allow features to exist other than screening plants, between a driveway and a side boundary, restricted to the closest side boundary.
- (vi) Damage existing driveways, crossovers and footpaths during the construction of driveways
- (vii) Delay the construction of driveway from the front allotment boundary to the setback of the garage for more than 90 days from the date of the issue of the Certificate of Occupancy in relation to the private dwelling constructed on the said lot.
- (viii) Delay the front landscaping to the dwelling for more than 90 days from the date of the issue of the Certificate of Occupancy in relation to the private dwelling constructed on the said lot.
- (ix) Leave incomplete building works for more than 90 days without construction being carried out, and shall not delay completion of all building works resulting in the issue of a Certificate of Occupancy, for more than 12 months.
- (x) Occupy the private dwelling unless the construction of the perimeter fencing has been completed.
- (xi) Except with prior written consent of Evolve Development Pty Ltd and in accordance with the Summerhill Design Guidelines, commence construction of any building or landscaping works

This restriction shall expire four years after the date of registration of this plan

SHEET 8

ORIGINAL SHEET SIZE A3



**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH. 031 5975 4644, FAX 031 5975 3916  
THE MELBURNIAN, SUITE 2, 250 ST. KILDA RD, SOUTHBANK  
PH. 031 9697 8000, FAX 031 9697 8099

DIGITALLY SIGNED BY LICENSED SURVEYOR

JONATHAN TREVOR NEATE

REF 35909/Stg.13      VERSION 10

Plan Number

**PS 643120D**

SUBDIVISION ACT 1988  
CREATION OF RESTRICTION C

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

Land to benefit: Road R-1.

Land to be burdened: Lot S.

Description of Restriction:

The registered proprietor or proprietors for the time being of Lot S on this Plan of Subdivision shall not:

- (i) Create anything apart from road to vest with the Responsible Authority along the western boundary of Lot S.

SHEET 9

ORIGINAL SHEET SIZE A3



**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

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

DIGITALLY SIGNED BY LICENSED SURVEYOR

JONATHAN TREVOR NEATE

REF 35909/Stg.13      VERSION 10



**City of  
Whittlesea**

**Plan of Subdivision PS643120D  
Certifying a New Version of an Existing Plan  
(Form 11)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S022063T  
Plan Number: PS643120D  
Responsible Authority Name: Whittlesea City Council  
Responsible Authority Reference Number 1: 607954  
Surveyor's Plan Version: 10

**Certification**

This plan is certified under section 11 (7) of the Subdivision Act 1988  
Date of original certification under section 6: 20/06/2012

**Public Open Space**

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

Has been made and the requirement has been satisfied at Certification

Digitally signed by Council Delegate: Carolyn Leatham  
Organisation: Whittlesea City Council  
Date: 31/10/2014



# Imaged Document Cover Sheet

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

Document Type	<b>Instrument</b>
Document Identification	<b>AH245065V</b>
Number of Pages (excluding this cover sheet)	<b>11</b>
Document Assembled	<b>02/02/2023 09:06</b>

**Copyright and disclaimer notice:**

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

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

**AH245065V**

24/05/2010 \$102.90 173



SECTION 101

Form 18

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

*Planning and Environment Act 1987*

Lodged at the Land Titles Office by:

**Name:** Maddocks  
**Phone:** 9288 0555  
**Address:** 140 William Street, Melbourne 3000 or DX 259 Melbourne  
**Ref:** TGM:5403317 **Customer Code:** 1167E

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

Land: Volume 09516 Folio 913

Authority: Whittlesea City Council, Ferres Boulevard, South Morang, Victoria 3752

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

A copy of the agreement is attached to this application

Signature for the Authority:

Name of officer:

NEIL HACKING

Office held:

ACTING CHIEF EXECUTIVE OFFICER

Date:

1.6.09

**AH245065V**

24/05/2010 \$102.90 173



Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555

Facsimile 61 3 9288 0666

info@maddocks.com.au

www.maddocks.com.au

DX 259 Melbourne

Date / /2009

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

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

**Purpose:** Fixing of land values

**Whittlesea City Council**

and

**Evolve No 10 Pty Ltd ACN 131890965**

**AH245065V**

24/05/2010 \$102.90 173



---

## Contents

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

**AH245065V**

24/05/2010 \$102.90 173



---

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

DATE / /2009

Dated / /

---

### Parties

Name	<b>WHITTLESEA CITY COUNCIL</b>
Address	of Municipal Offices
Short name	<b>Council</b>

Name	<b>EVOLVE NO 10 PTY LTD ACN 131890965</b>
Address	Suite Basement, 1-29 Albert Road, Melbourne, Vic 3004
Short name	<b>Owner</b>

---

### Background

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

AH245065V

24/05/2010 \$102.90 173



- F. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. AG265278X in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- G. The parties enter into this Agreement to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

**THE PARTIES AGREE**

**1. Definitions**

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

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

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

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

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

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

**Infrastructure Land** means any land required for an Infrastructure Project.

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

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

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

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

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

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

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

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

**AH245065V**

24/05/2010 \$102.90 173



**Subject Land** means being the land comprised in Certificates of Title Volume 09516 Folio 913 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

---

**2. Interpretation**

In this Agreement unless the context admits otherwise:

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

---

**3. Specific obligations of the owner**

Council and the Owner acknowledge and agree that:

**Compensation payable by Council to the Owner**

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

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

**AH245065V**

24/05/2010 \$102.90 173



- 3.2 for the purpose of this Agreement, the Land Value of the Subject Land is fixed at the rate of \$500,000 per hectare on a pro rata basis;
- 3.3 the Land Value will be adjusted upwards on 1 July each year after the execution of this Agreement by an amount determined by multiplying the Land Value by the CPI in the previous 12 month period;
- 3.4 unless an alternative time is agreed between the parties in writing, the Land Value is payable to the Owner within 28 days of the infrastructure Land being either transferred to Council or any other road authority or vested in Council or any other road authority as evidenced by the registration of a Plan of Subdivision by the Registrar of Titles;
- 3.5 the provisions of this Agreement in relation to the Land Value are intended to fix the market value and replace any other measure or category of compensation payable to the Owner under the Land Acquisition and Compensation Act 1987, the Act or any other legislation or regulation;
- 3.6 no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the Land Acquisition Compensation Act 1987; and
- 3.7 Council will use the Infrastructure Land for the purposes of the Infrastructure Project to which it relates.

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

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

---

**4. Further obligations of the owner**

**4.1 Notice and Registration**

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

**4.2 Further actions**

The Owner further covenants and agrees that:

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

**AH245065V**

24/05/2010 \$102.90 173



---

**5. Further obligations of council**

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

---

**6. Agreement under section 173 of the act**

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

---

**7. Owner's warranties**

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

---

**8. Successors in title**

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

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

---

**9. General matters**

**9.1 Notices**

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

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

**AH245065V**

24/05/2010 \$102.90 173  


**9.2 Service of Notice**

A notice or other communication is deemed served:

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

**9.3 No Waiver**

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

**9.4 Severability**

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

**9.5 No Fettering of Council's Powers**

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

---

**10. GST**

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

**AH245065V**

24/05/2010 \$102.90 173



---

**11. Commencement of agreement**

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

---

**12. Ending of agreement**

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

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

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

AH245065V

24/05/2010 \$102.90 173



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

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

*[Signature]* Chief Executive Officer  
*[Signature]* Councillor

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

*[Signature]* Director  
Full name  
Ashley Peter Williams  
Usual address  
78 Blessington Street, St Kilda, Vic, 3182  
Director (or Company Secretary)  
Full name  
Usual address

Mortgagee's Consent

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

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

*[Signature]*

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



# Imaged Document Cover Sheet

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

Document Type	<b>Instrument</b>
Document Identification	<b>AH908084X</b>
Number of Pages (excluding this cover sheet)	<b>10</b>
Document Assembled	<b>02/02/2023 09:05</b>

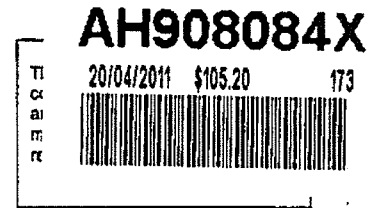
**Copyright and disclaimer notice:**

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

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

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

Section 181 Planning and Environment Act 1987



Form 18

Lodged by:

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

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

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

Responsible Authority: Whittlesea City Council of 25 Ferres Boulevard, South Morang, Victoria ~~on plan attached marked "B"; and~~

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987* ~~lots 1101-1114 (incl) on the attached plan marked "C"; and~~

A copy of the Agreement is attached to this Application ~~lots 1201-1230 (incl) on the attached plan marked "D".~~

Date: 1/4/11

Signature for Responsible Authority: *G. Savanas*  
Name of officer: GEORGE SAVANAS  
Position Held: MANAGER STRATEGIC PLANNING & DESIGN



**Maddocks**

Lawyers  
140 William Street  
Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555  
Facsimile 61 3 9288 0666

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

DX 259 Melbourne

Date 31/03/2011

**AH908084X**

20/04/2011 \$105.20 173



**Agreement under Section 173  
of the Planning and Environment Act 1987**  
Subject Land: part of 135 Craigieburn Road, Wollert

**Whittlesea City Council**  
and

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

**AH908084X**

20/04/2011 \$105.20 173



---

# Contents

1.	Definitions .....	2
2.	Interpretation .....	3
3.	Specific obligations of the Owner .....	3
	3.1 Fences .....	3
	3.2 Notification to any purchaser .....	4
	3.3 Conservation Management Plan .....	4
4.	Further obligations of the Owner.....	4
	4.1 Notice and Registration.....	4
	4.2 Further actions.....	5
	4.3 Council's Costs to be Paid.....	5
5.	Agreement under Section 173 of the Act.....	5
6.	Owner's Warranties.....	5
7.	Successors in Title.....	5
8.	General matters .....	6
	8.1 Notices .....	6
	8.2 Service of Notice.....	6
	8.3 No Waiver .....	6
	8.4 Severability.....	6
	8.5 No Fettering of Council's Powers.....	6
9.	Commencement of Agreement .....	6



Maddocks

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

Dated 31 / 03 / 2011

**AH908084X**

20/04/2011 \$105.20 173



## Parties

Name	<b>Whittlesea City Council</b>
Address	25 Ferres Boulevard, South Morang, Victoria
Short name	<b>Council</b>

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

## Background

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 1 December 2009 Council issued Planning Permit No. 711827 (**Planning Permit**) allowing land at 135 Craigieburn Road, East, Wollert to be subdivided in stages, removal of native vegetation and dry stone walls in accordance with the Endorsed Plan. Conditions 18 and 21 of the Planning Permit require the Owner to enter into this Agreement to provide for the matters set out in those conditions. A copy of the Planning Permit is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.
- D. Condition 18 of the Planning Permit provides that:

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

The permit holder must enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987, which requires the implementation of the Conservation Management Plan.

Maddocks

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

E. Condition 21 of the Planning Permit provides that:

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

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

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

G. The parties enter into this Agreement:

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

G.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

### The Parties Agree

---

#### 1. Definitions

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

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

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

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

**lot** means a lot on the Endorsed Plan.

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

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

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

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

**AH908084X**

20/04/2011 \$105.20 173





Madlocks

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

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

**2. Interpretation**

In this Agreement unless the context admits otherwise:

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

**AH908084X**

20/04/2011 \$105.20 173

**3. Specific obligations of the Owner**

The Owner covenants and agrees that:

**3.1 Fences**

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

- 3:1.1 is the removal of graffiti from the fence; or
- 3.1.2 the damage to the fence is caused by Council or its representatives whilst undertaking maintenance works to the Reserve; and



Maddocks

**3.2 Notification to any purchaser**

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

**3.3 Conservation Management Plan**

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

- (a) the early securing and fencing of the Subject Land from subdivision construction activity;
- (b) protection of all areas proposed for conservation rehabilitation, revegetation and landscaping;
- (c) identifying vegetation to be removed and any vegetation to be retained;
- (d) details of any revegetation including number of trees, shrubs and other plants, species mix and density;
- (e) methods of managing and restoring the existing vegetation to be retained;
- (f) methods of interim protection for newly established vegetation;
- (g) methods of permanent protection for established efforts;
- (h) methods for controlling the presence of pest plants;
- (i) methods of controlling animals;
- (j) monitoring and performance measures;
- (k) methods for soil stabilisation;
- (l) a timeframe for implementing the CMP; and
- (m) the implementation of the native vegetation offset measures required pursuant to Planning Permit No. 712582;

to the satisfaction of Council;

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

**AH908084X**

20/04/2011 \$105.20 173



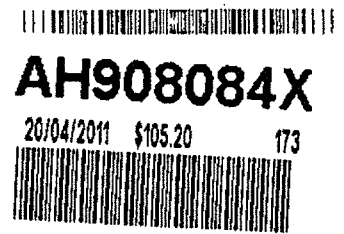
---

**4. Further obligations of the Owner**

**4.1 Notice and Registration**

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





**8. General matters**

**8.1 Notices**

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

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

**8.2 Service of Notice**

A notice or other communication is deemed served:

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

**8.3 No Waiver**

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

**8.4 Severability**

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

**8.5 No Fettering of Council's Powers**

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

---

**9. Commencement of Agreement**

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

AH908084X

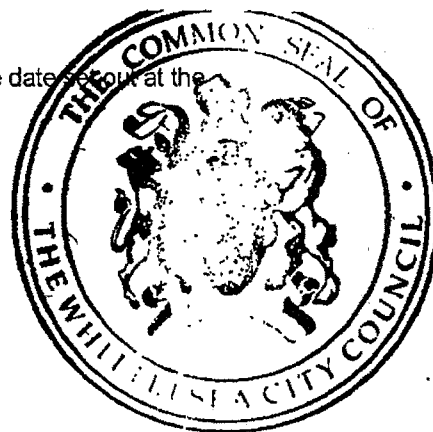
20/04/2011 \$105.20 173



### Signing Page

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

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



*[Signature]*

Delegate

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

*[Signature]*

Sole Director and Sole Company Secretary

**Ashley Peter Williams**  
78 Blessington Street, St Kilda, Vic, 3182

Full name

Usual address

### Mortgagees' Consents

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

*[Signature]*

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

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

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

*[Signature]*

Director

*[Signature]*  
Director (or Company Secretary)

**Ashley Peter Williams**  
78 Blessington Street, St Kilda, Vic, 3182

Usual address

**CHRISTOPHER ANDREW HARPER**  
Full name Level 23, 101 Collins Street, Melbourne Vic 3000

Usual address

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

903483

## APPLICANT'S NAME & ADDRESS

CATHERINE MORGAN C/- ABR  
DOCKLANDS

## VENDOR

WEBB, ALEX

## PURCHASER

UNSOLD

## REFERENCE

WEBB

This certificate is issued for:

LOT 1344 PLAN PS735109 ALSO KNOWN AS 8 WISEMAN WALK WOLLERT  
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

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

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

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

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

02 February 2023

Sonya Kilkeny  
Minister for Planning

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

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

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

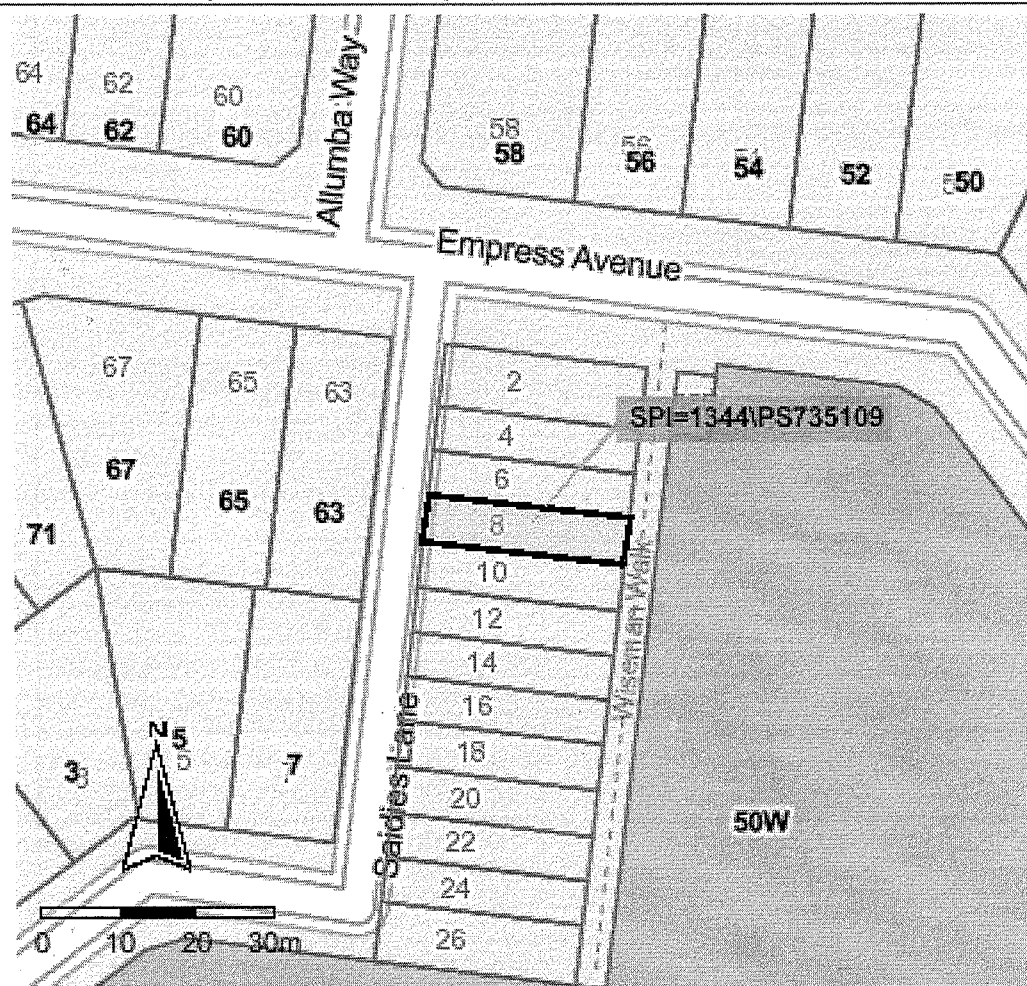
LANDATA®  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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

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

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

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



Copyright © State Government of Victoria. Service provided by [maps.land.vic.gov.au](http://maps.land.vic.gov.au)

#### Choose the authoritative Planning Certificate

##### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

#### Privacy Statement

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

<b>Date of issue</b> 03/02/2023	<b>Assessment No.</b> 1003797	<b>Certificate No.</b> 148653	<b>Your reference</b> 67751352-016-7
------------------------------------	----------------------------------	----------------------------------	---

Landata  
GPO Box 527  
MELBOURNE VIC 3001

## Land information certificate for the rating year ending 30 June 2023

**Property location:** 8 Wiseman Walk WOLLERT 3750

**Description:** LOT: 1344 PS: 735109D

<b>Level of values date</b>	<b>Valuation operative date</b>	<b>Capital Improved Value</b>	<b>Site Value</b>	<b>Net Annual Value</b>
1 January 2022	1 July 2022	\$420,000	\$175,000	\$21,000

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

### 1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2022 and are payable by quarterly instalments due 30 Sep. (1<sup>st</sup>), 30 Nov. (2<sup>nd</sup>), 28 Feb. (3<sup>rd</sup>) and 31 May (4<sup>th</sup>) or in a lump sum by 15 Feb.

#### Rates & charges

General rate levied on 01/07/2022	\$973.83	
Fire services charge (Res) levied on 01/07/2022	\$117.00	
Fire services levy (Res) levied on 01/07/2022	\$22.26	
Waste Service Charge (Res/Rural) levied on 01/07/2022	\$130.20	
Arrears to 30/06/2022	\$1,267.30	
Interest to 01/07/2022	\$3.69	
Other adjustments	-\$0.04	
Less Concessions	\$0.00	
Sustainable land management rebate	\$0.00	
Payments	-\$1,227.10	
<b>Balance of rates &amp; charges due:</b>		<b>\$1,287.14</b>

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

<b>Total rates, charges and other monies due</b>	<b>\$1,287.14</b>
--	-------------------

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

#### Council Offices

25 Ferris Boulevard, South Morang VIC 3752  
Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

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

Free telephone interpreter service

 **131 450**

**2. Outstanding or potential liability / sub-divisional requirement:**

There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

**3. Notices and orders:**

The following notices and orders on the land have continuing application under the *Local Government Act 2020*, *Local Government Act 1989* or under a local law of the Council:

No Orders applicable.

**4. Specified flood level:**

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

**5. Special notes:**

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

***Interest penalty on late payments***

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

**6. Other information:**



Authorising Officer

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

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

---

Payment can be made using these options.



[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref 1003797



Phone 1300 301 185  
Ref 1003797



Biller Code 5157  
Ref 1003797



YARRA VALLEY WATER  
ABN 93 066 902 601

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

3rd February 2023

Catherine Morgan C/- ABR  
LANDATA

Dear Catherine Morgan C/- ABR,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	8 WISEMAN WALK WOLLERT 3750
<b>Applicant</b>	Catherine Morgan C/- ABR LANDATA
<b>Information Statement</b>	30747735
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	WEBB

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

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

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address [enquiry@yvw.com.au](mailto:enquiry@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,

Steve Lennox  
GENERAL MANAGER  
RETAIL SERVICES



YARRA VALLEY WATER  
ABN 83 066 902 501

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

### Yarra Valley Water Property Information Statement

Property Address	8 WISEMAN WALK WOLLERT 3750
------------------	-----------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

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

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



YARRA VALLEY WATER  
ABN 93 066 302 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

### **Melbourne Water Property Information Statement**

Property Address	8 WISEMAN WALK WOLLERT 3750
------------------	-----------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

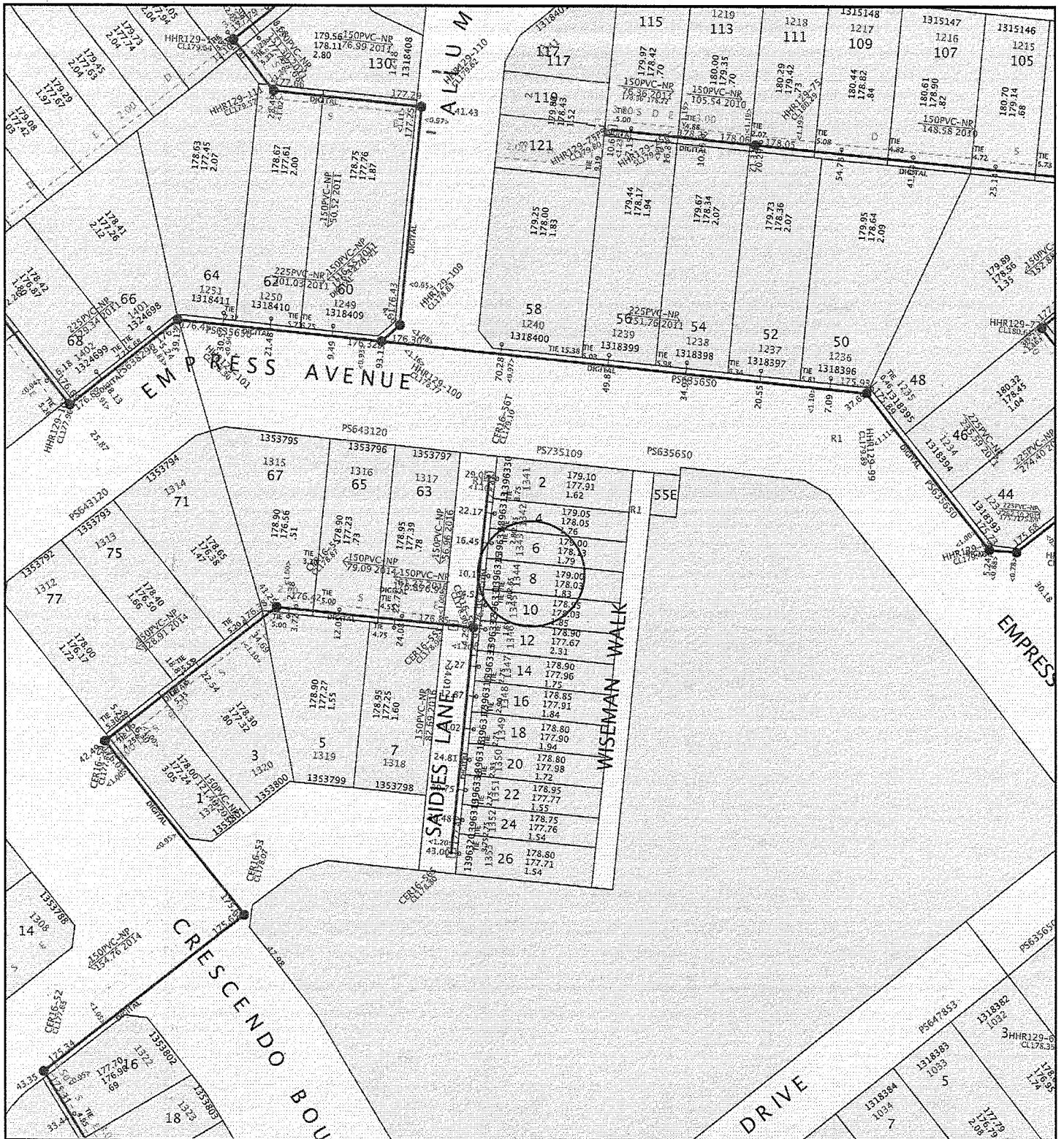
#### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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
















**Yarra Valley Water**  
**Information Statement**  
**Number: 30747735**

<b>Address</b>	8 WISEMAN WALK WOLLERT 3750
<b>Date</b>	03/02/2023
<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;

20th December 2017

Application ID: 305728

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

#### **Sewer**

##### **Connection Or Disconnection Details**

<b>Sewer Connection Description</b>	<b>PSP Number</b>
Water & Sewer Connection	1396315

##### **Specific conditions affecting encumbrances on property:**

Recycled Water

## **Conditions of Connection Details**

### **GENERAL**

In these conditions the terms,

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

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

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

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

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

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

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

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

### **WATER**

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

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

of connection.

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

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

All tapplings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Water's contractor Select Solutions on 1300 724 858. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Select Solutions.

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

#### **METER ASSEMBLIES & POSITIONING**

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

Water meter assemblies:

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

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

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 CONDITIONS**

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

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

Checklist	✓ or X
-----------	--------

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

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

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

#### **Recycled Water Supply**

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

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

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

## 1. Breaching these Conditions

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

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

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

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

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

the property owner must:

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

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

For further details, please email [recycledwater@yvw.com.au](mailto:recycledwater@yvw.com.au).

## 3. Recycled Water Plumbing

### 3.1. Toilet cisterns

(a) Residential

- (i) All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply.
- (ii) Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply.

(b) Non-Residential

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

### 3.2. Rainwater Tanks

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

### 3.3. External Taps – Residential

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

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

#### 3.4. External Taps – Non-Residential

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

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

### 3.5. Laundry Use

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

### 3.6. Irrigation Systems

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

tested.

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

**3.7. Regulatory Prohibition Hybrid Signs**

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

**4. Uses of Recycled Water**

4.1. Below is a summary list. For a more detailed information or clarification on Class A acceptable use please contact Yarra Valley Water.

4.2. Properties which YVW require the site occupier to be on a Recycled Water Agreement are subject to the uses approved by YVW as stated in their Recycled Water Agreement.

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

## 5. Plumbing Standards

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

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

## 6. Inspections For Recycled Water Plumbing Works

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

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

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

### (b) R2 – All internal pipework prior to plastering

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

### (c) R3– Commissioning prior to occupancy

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

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

**For inspection related enquiries:**

**Email: [rwplumbinginspection@yvw.com.au](mailto:rwplumbinginspection@yvw.com.au)**

**Phone: 9872 2518**

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

## 7. Temporary Cross Connections

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

## 8. Tappings

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

## 9. Locking Device

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

## 10. Meter Assemblies & Positioning

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

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

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

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

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

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

10.7. Minimum separation between meters as follows:

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

**11. Stolen Meters**

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

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

## **12. Owner's Responsibility**

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

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

12.2. For Irrigation Systems:

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

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

## **SEWER**

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

Following the completion of new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water [easyACCESS@yvw.com.au](mailto:easyACCESS@yvw.com.au).

## **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

Luoknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Catherine Morgan C/- ABR  
LANDATA  
certificates@landata.vic.gov.au

### RATES CERTIFICATE

**Account No:** 6082127764  
**Rate Certificate No:** 30747735

**Date of Issue:** 03/02/2023  
**Your Ref:** WEBB

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
8 WISEMAN WALK, WOLLERT VIC 3750	1344\PS735109	5164902	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2023 to 31-03-2023	\$19.47	\$19.47
Residential Sewer Service Charge	01-01-2023 to 31-03-2023	\$111.22	\$111.22
Parks Fee	01-07-2022 to 30-06-2023	\$81.60	\$0.00
Drainage Fee	01-01-2023 to 31-03-2023	\$27.04	\$27.04
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
<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>			\$157.73

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

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

Agreement Type	Period	Charges	Outstanding
<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

**Total Due** \$157.73

GENERAL MANAGER  
RETAIL SERVICES

**Note:**

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
7. From 01/10/2022, Residential Water Usage is billed using the following step pricing system: 244.51 cents per kilolitre for the first 44 kilolitres; 312.53 cents per kilolitre for 44-88 kilolitres and 463.00 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2022, Residential Recycled Water Usage is billed 184.89 cents per kilolitre
9. From 01/07/2022, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
10. From 01/07/2022, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

**Recycled water is available at this property**

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



Yarra  
Valley  
Water

YARRA VALLEY WATER  
ABN 93 088 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 5164902

Address: 8 WISEMAN WALK, WOLLERT VIC 3750

Water Information Statement Number: 30747735

### HOW TO PAY



Bill Code: 314567  
Ref: 60821277642

Amount  
Paid

Date  
Paid

Receipt  
Number

14th December 2017

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

Dear Andrea Mandic (Nostra Homes Pty Ltd),

**APPLICATION FOR BUILD OVER CONDITIONS**

<b>Application ID</b>	304615
<b>Property Address</b>	8 WISEMAN WALK WOLLERT 3750
<b>Service Location ID</b>	5164902

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

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

<b>Build Over Condition Summary *</b>
Brick Garages & Brick Carports Greater than 10 square metres <ul style="list-style-type: none"> <li>• can build over the sewer branch servicing the property and 600mm horizontal and vertical clearance is required</li> </ul>
Driveways & Paving (Plain Concrete Only) for a Residential Property (Please Note Ramps over sewer mains are not allowed) <ul style="list-style-type: none"> <li>• can build over any sewer branch, 750mm vertical clearance is required and the inspection shaft (27A) must be extended to surface level</li> </ul>

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

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

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

Yours sincerely,

A handwritten signature in black ink, appearing to read 'J.P. Maudsley', written in a cursive style.

John Maudsley

Divisional Manager, Development Services

## **SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:**

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

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

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

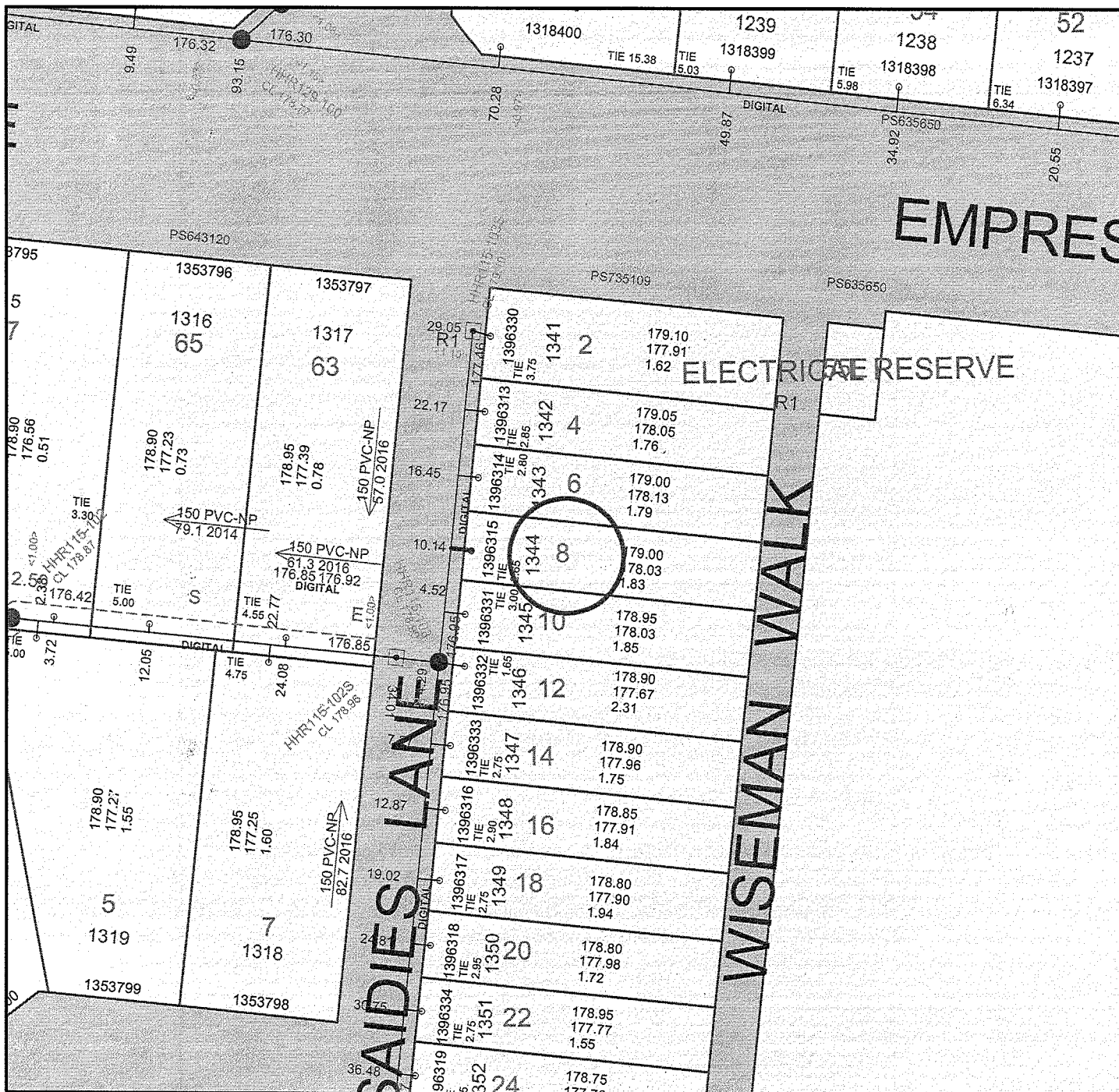
3. A minimum 600 mm horizontal clearance between the proposed works/ foundations and the property connection branch.
4. Pad footings/ foundations are permitted.
5. Footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional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

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

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

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

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



**Yarra Valley Water**  
**Sewer Branch**  
**Asset Map**

Address 8 WISEMAN WALK WOLLERT 3750

Date	14/12/2017
Scale	500



**Yarra Valley Water**

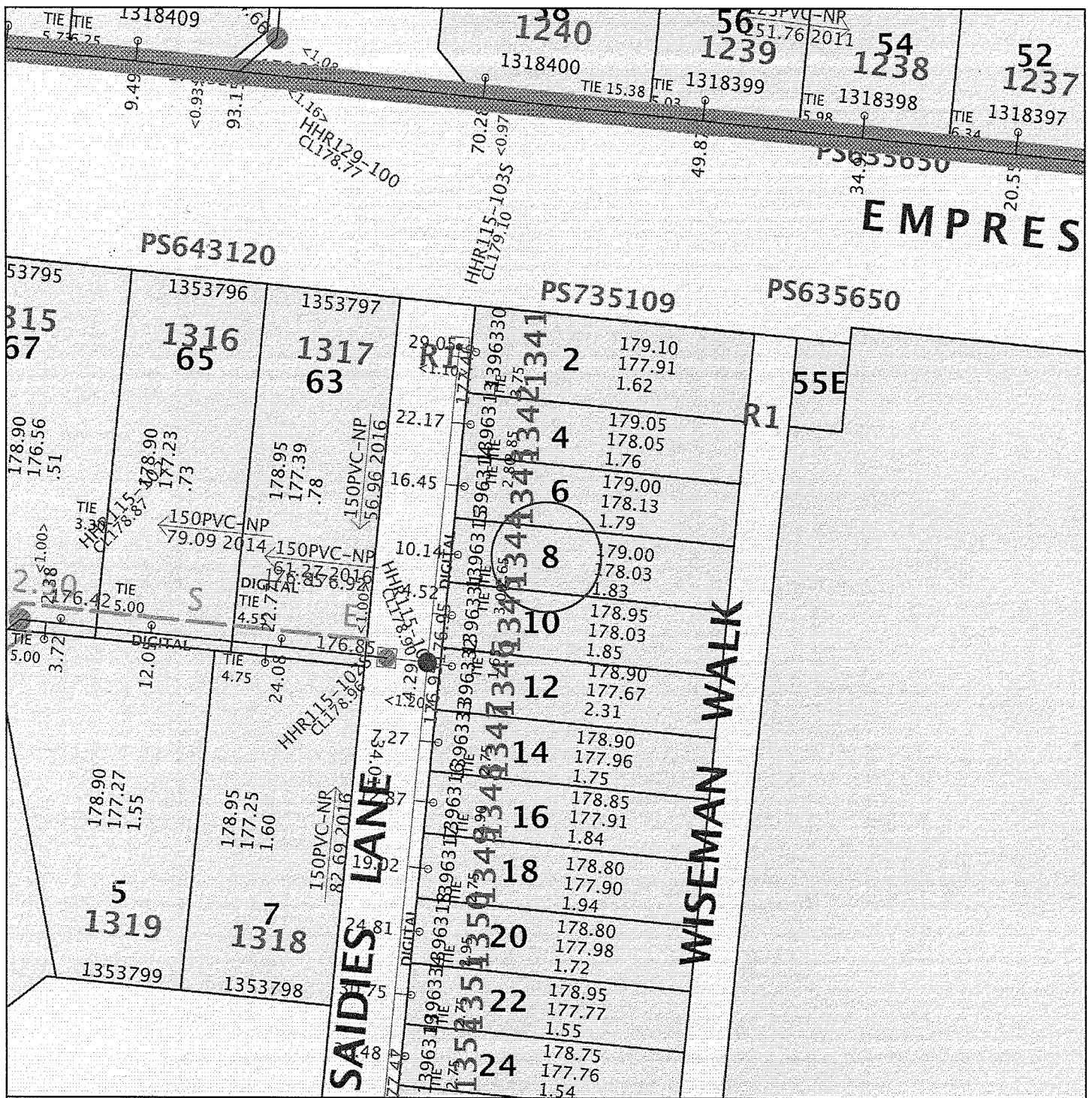
ABN 93 066 902 501

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

Existing Title		Circular Access Point		<b>Abbreviation Pipe Material</b> VC VITREOUS CLAY PVC-NP UPVC - Non Pressure PVC-PW UPVC - Profile Wall CONC CONCRETE RC/UCONCC Re/Un-reinforced PP_SW POLYPROYLENE HDPE POLYETHYLENE CI CAST IRON	<b>ASSET DETAILS</b> <b>Branch Size: 100</b> <b>Branch Material: PVC-NP</b> <b>Branch Depth (m): 0.97</b> <b>Branch Length(m) 1.828</b>
Proposed Title		Offset Distance			
Access Point Number		Square Manhole			
Sewer Pipe Flow		End of Pipe			
Existing Sewer		Maintenance Shaft			
Change of Grade		Inspection Shaft			
		Pump Station			
		Ventilation			

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

YVW Ref: 5164902



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

Address 8 WISEMAN WALK WOLLERT 3750

Date	14/12/2017
Scale	1:500



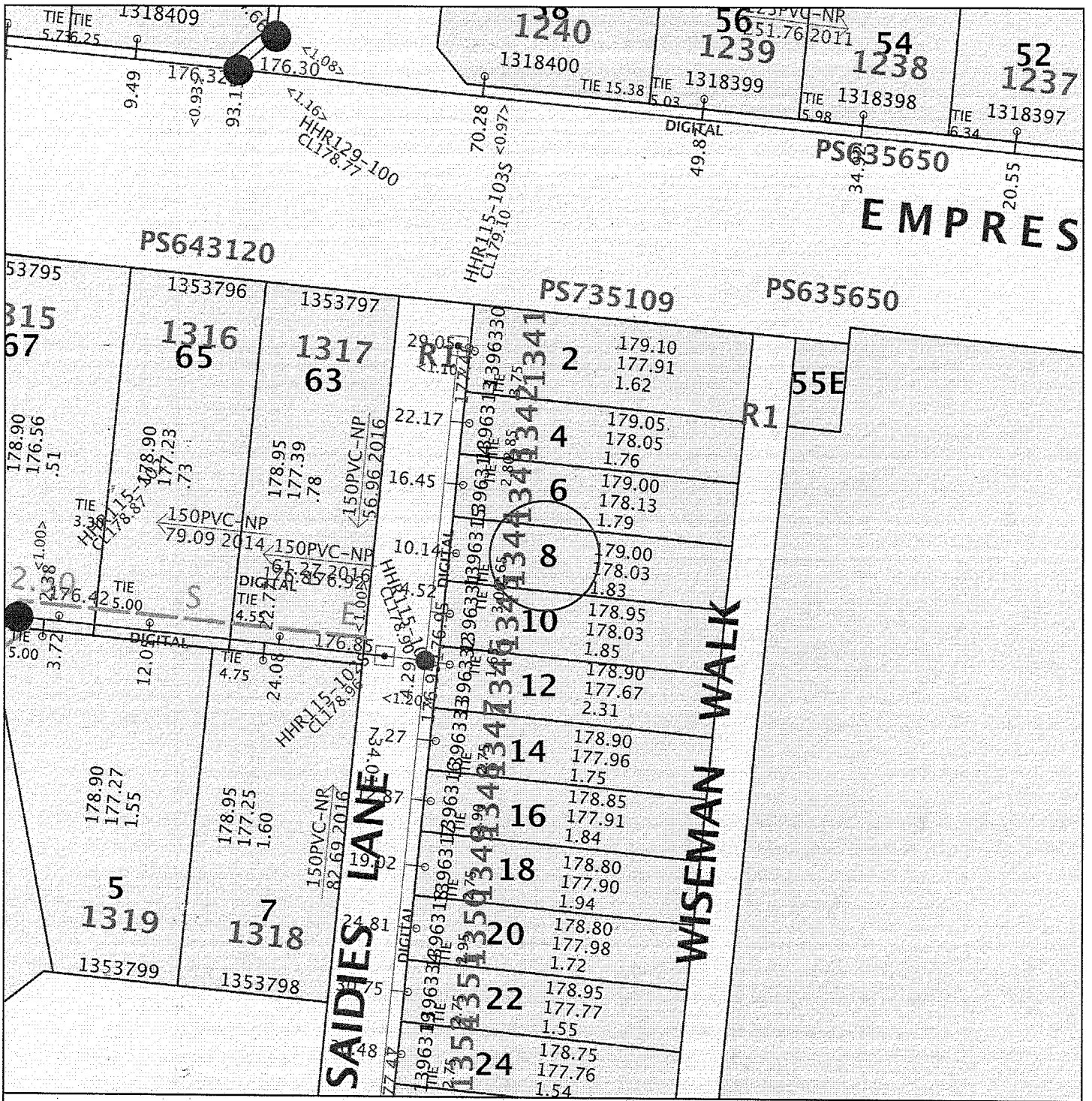
Yarra Valley Water  
 ABN 93 066 902 501

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

Yarra Valley Water Application ID: 304615

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

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



Yarra Valley Water Address 8 WISEMAN WALK WOLLERT 3750

Build Over Plan Reference: Plan F  
Driveways and paving

Date	14/12/2017
Scale	1:500



Yarra Valley Water  
ABN 93 066 902 501

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

### Yarra Valley Water Application ID: 304615

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

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

## CONDITIONS APPLICABLE TO THIS APPLICATION:

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

### Standard conditions:

1. A reference in these terms and conditions to YVW includes YVW's employees, agents and contractors.
2. The applicant applying for YVW's consent for the Owner's Works warrant's that they made the application as or on behalf of the owner. A reference in these terms and conditions to the owner includes a reference to the applicant or any successors in title to the owner.
3. YVW's conditional consent is to the owner's application and plans for the Owner's Works as previously provided to YVW. The owner must only construct the Owner Works in accordance with YVW's conditions of consent. Any variation to the owner's application and plans or Owners Works requires a new application to YVW which may be approved or rejected in YVW's absolute discretion.
4. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to any injury to any person (including illness or death) or loss of or damage to any property which may arise from, or as a result of the Owner's Works, including but not limited to being as a result of the design, construction, placement or presence of the Owner's Works.
5. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to YVW inspecting, constructing, maintaining, repairing or replacing any assets or other property of YVW beneath or in the vicinity of the Owners Works except to the extent caused by negligence of YVW.
6. YVW makes no warranty or representation and excludes all liability of any kind for the accuracy, adequacy or completeness of any plans or other information it has provided on sewer, water and other assets. The plans and any asset information accompanying this letter are issued solely as a guide for the investigation and identification of the assets specified and must not be used for any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.
7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.

8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.
9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works. YVW will not repair or reinstate the Owner's Works.
10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.
11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.
12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.
13. Our imposition of conditions does not affect the rights of any other parties over the area in question.
14. If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.
15. Multi-unit and single residential, industrial/commercial developments must meet the requirements stated in WSA 02—3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4. This may require a sewer branch connection from an existing maintenance structure or a new maintenance structure.

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

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



FORM 16  
Regulation 192  
Building Act 1993  
Building Regulations 2018

## OCCUPANCY PERMIT

### Property details

No: 8 Lot: 1344 Wiseman Walk Wollert 3750

### Municipal District

PS 735109D Vol 11905 Fol 665

### Building Permit Details

Whittlesea City Council

### Version of BCA applicable to Permit

Building Permit No. 2793117/0

### Building Details

Building to which permit applies

Construction of Dwelling and garage

Stages of Work Permitted

As shown on the project plans

Permitted use

Residential

Part of Building to which permit applies

All parts

Maximum permissible floor live load

1.5 kPa

Maximum number of people accommodated

### Conditions to which this permit is subject

### Suitability for occupation

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

Occupancy Permit No.

2793117/0A

Date of Issue

Tuesday, 2 October 2018

Date of final inspection

27/09/2018

RELEVANT BUILDING SURVEYOR

Rocco Di Raco

Signature:

Registration No: BSU14813

Occupancy Permit no 2793117/0A

Page 1 of 2



- Inspection Records
- Pier Holes Inspection
- Pre-Slab Inspection
- Steel for Slab Inspection
- Footings Inspection (Carport)
- Re-Framework Inspection
- Final Inspection

- Approval Date:
- 16/02/2018
  - 27/02/2018
  - 2/03/2018
  - 10/07/2018
  - 12/04/2018
  - 1/10/2018

## Warrant

Once you have  
Building Cont  
settlement.

Email: mainte  
Telephone: (0  
Fax: (03) 833

Once your in  
will be given  
works to be  
the agreed

Once your  
described i

## Owner's N

It will not  
does pay

All homes  
through s  
checks a  
maintena

Cleaning  
appear  
rust or t

Accum

Make s  
in toile

Impor  
water  
recom  
tank  
manu

RELEVANT BUILDING SURVEYOR  
Rocco Di Raco

Signature:

Registration No: BSU14813

Occupancy Permit no: 2793117DA

\* BUILDING PERMITS

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

\* BUILDING INSPECTORS

# Domestic Building Insurance

## Certificate of Insurance

<p><b>Alexander Howden Webb</b> 17 Brandon Cres BUNDOORA VIC 3083</p>	<p>Policy Number: <b>C333064</b></p> <p>Policy Inception Date: <b>06/12/2017</b></p> <p>Builder Account Number: <b>005791</b></p>
---	---

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

### Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**

At the property: **8 Wiseman Walk WOLLERT VIC 3750 Australia**

Carried out by the builder: **NOSTRA HOMES & DEVELOPMENTS PL**

Builder ACN: **127679627**

**!** If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Alexander Howden Webb**

Pursuant to a domestic building contract dated: **27/10/2017**

For the contract price of: **\$ 239,918.00**

Type of Cover: **Cover is only provided if NOSTRA HOMES & DEVELOPMENTS PL has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses \***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy\***

**PLEASE CHECK**

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email [dbi@vmia.vic.gov.au](mailto:dbi@vmia.vic.gov.au)

**IMPORTANT**

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

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

**Period of Cover**

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

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

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

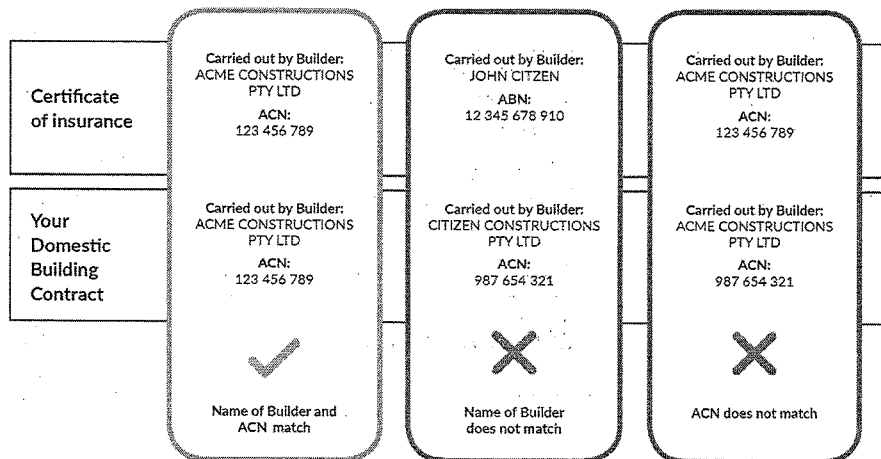
Issued by Victorian Management Insurance Authority (VMIA)

**Domestic Building Insurance Premium and Statutory Costs**

Base DBI Premium:	\$640.00
GST:	\$64.00
Stamp Duty:	\$70.40
<b>Total:</b>	<b>\$774.40</b>

**If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424**

*Below are some example of what to look for*



# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 03 February 2023 04:55 PM

## PROPERTY DETAILS

Address: **8 WISEMAN WALK WOLLERT 3750**  
Lot and Plan Number: **Lot 1344 PS735109**  
Standard Parcel Identifier (SPI): **1344\PS735109**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **1003797**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 181 J1**

[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

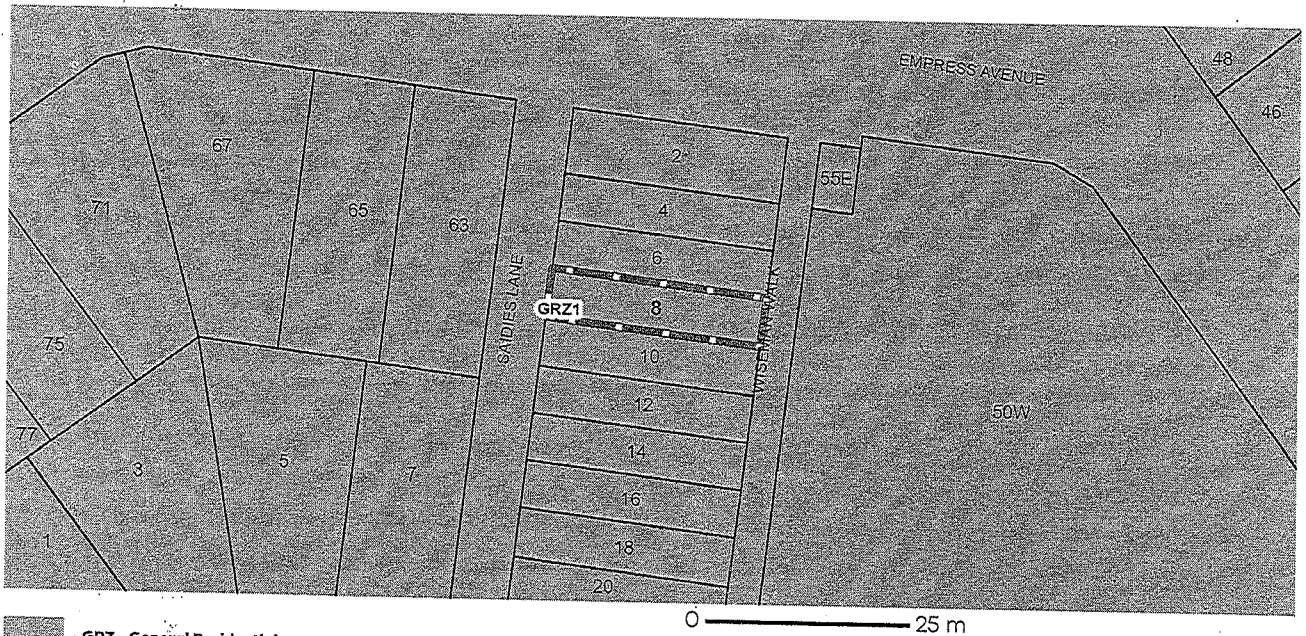
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**

[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.

Copyright © - State Government of Victoria

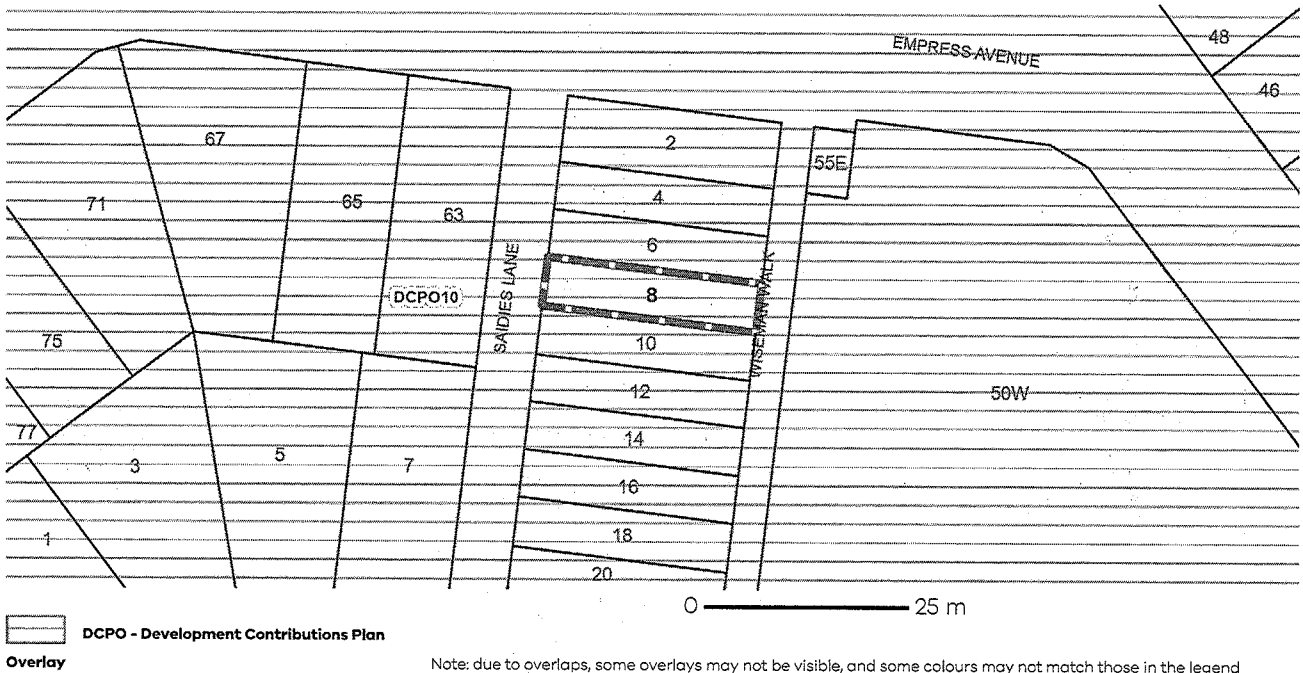
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.  
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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).

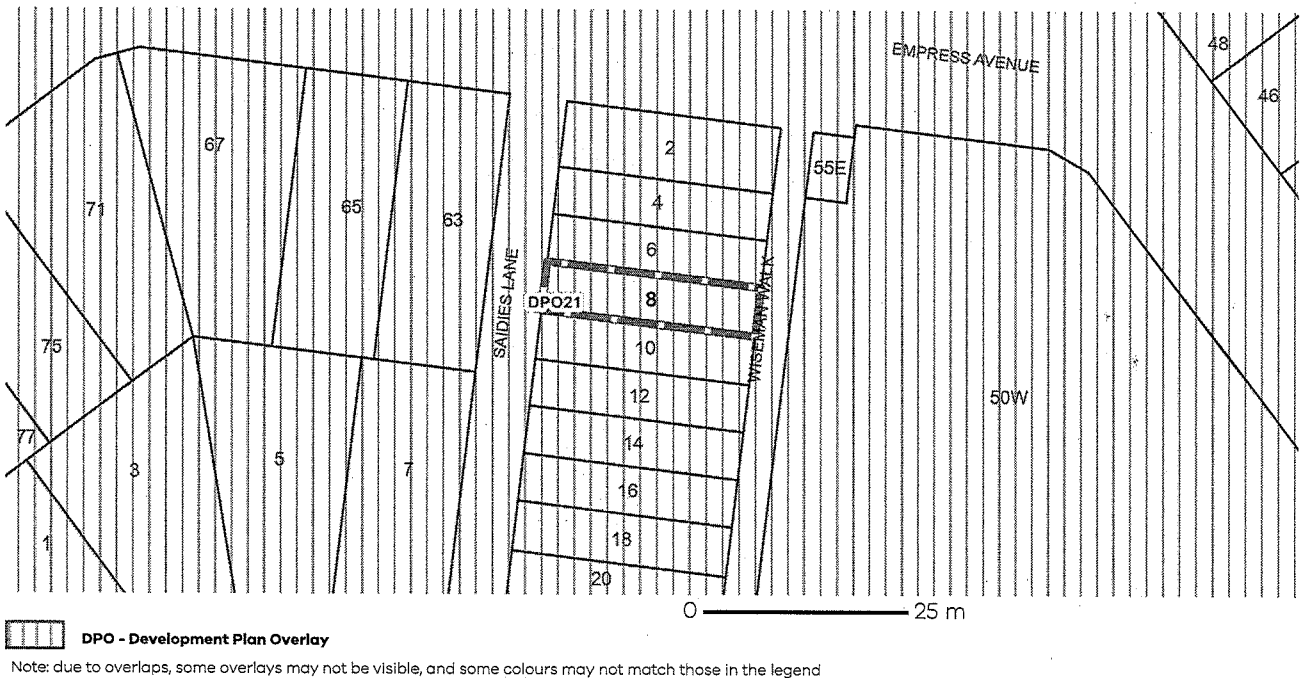
PLANNING PROPERTY REPORT: 8 WISEMAN WALK WOLLERT 3750

## Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)  
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 10 (DCPO10)



DEVELOPMENT PLAN OVERLAY (DPO)  
DEVELOPMENT PLAN OVERLAY - SCHEDULE 21 (DPO21)



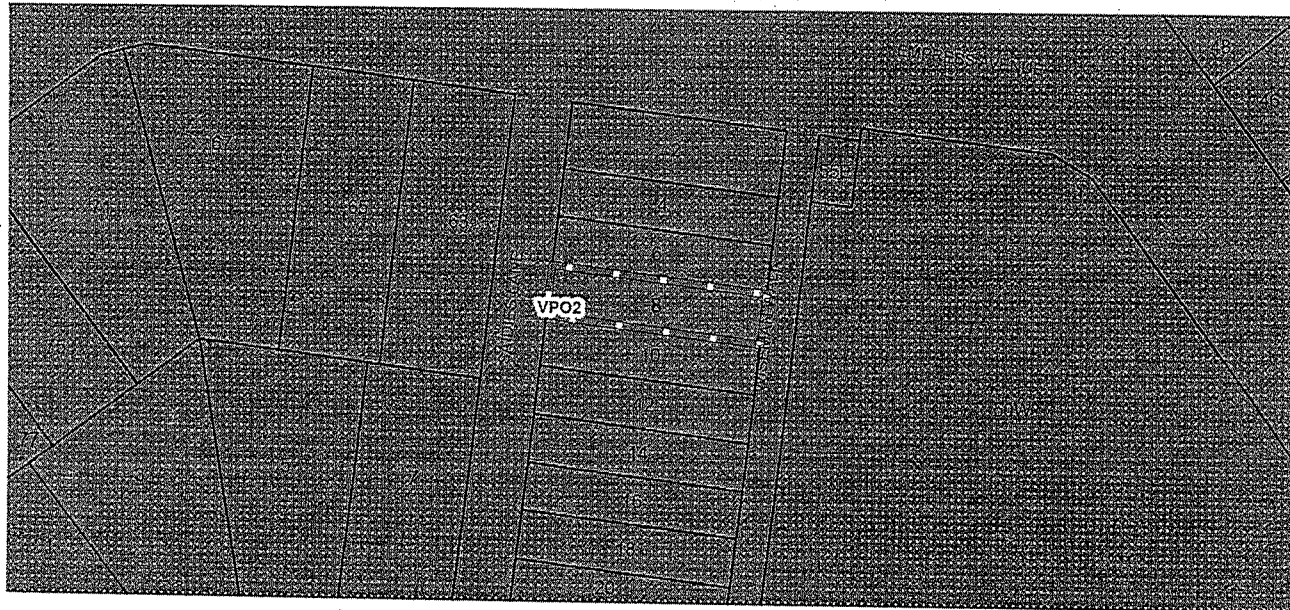
**Copyright © - State Government of Victoria**  
**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.  
 Read the full 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).

## Planning Overlays

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 2 (VPO2)



 VPO - Vegetation Protection Overlay

0 ————— 25 m

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

Copyright © State Government of Victoria

**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.  
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).

## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

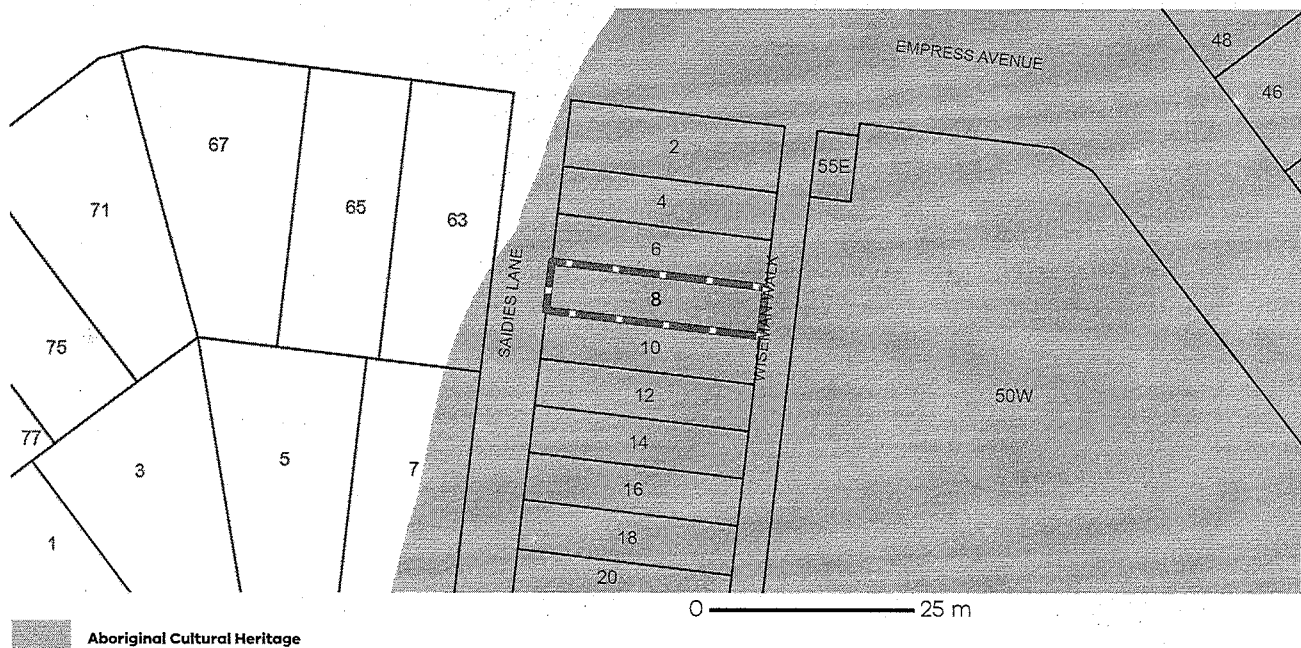
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.gov.vic.gov.au/govQuestion1.aspx>

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



## Further Planning Information

Planning scheme data last updated on 2 February 2023.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

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

Copyright © - State Government of Victoria

**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.  
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

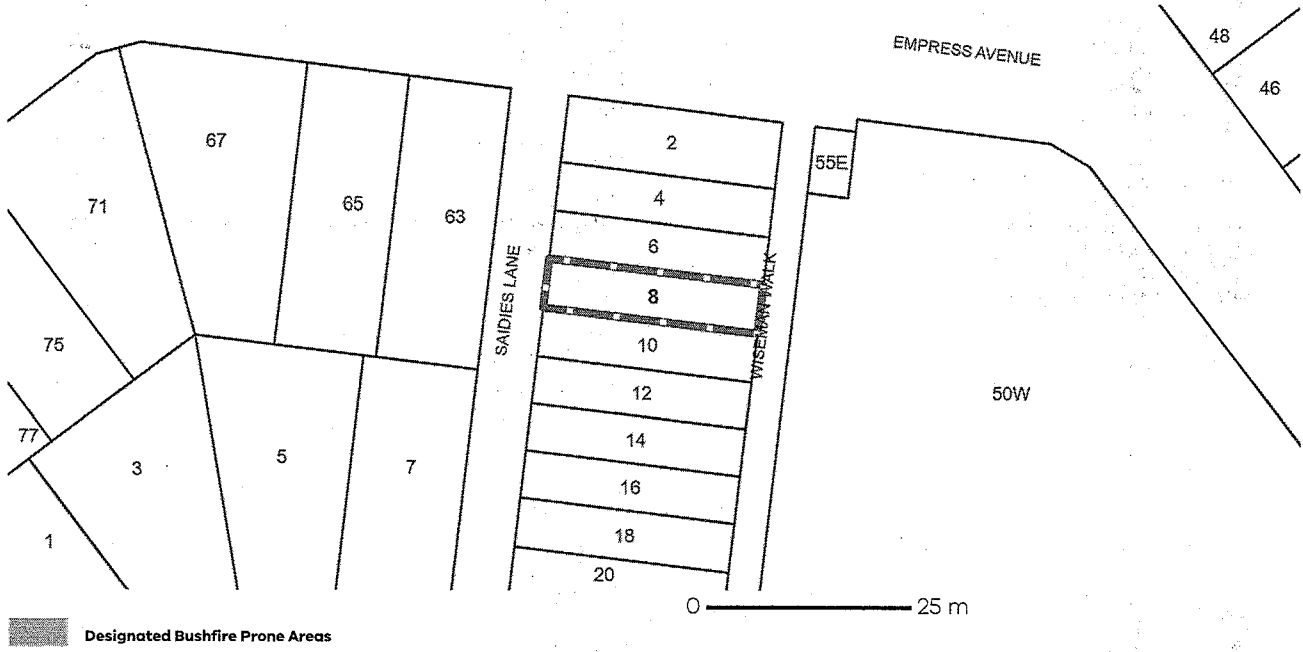
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

## 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 \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

Copyright © - State Government of Victoria  
**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.  
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).

# 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.