

# Contract of Sale of Real Estate

**Property address**                    **41 Sarissa Street, Lalor 3075**

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

The terms of this contract are contained in the -

- particulars of sale; and
  - special conditions, if any; and
  - general conditions
- in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

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

**SIGNED BY THE PURCHASER:** .....

..... on ...../...../2026

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

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

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

**SIGNED BY THE VENDOR:** .....

..... on ...../...../2026

**Print name(s) of person(s) signing:**                    **LILY TSALKOS AND LJUBICA KULAS**

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

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

### IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

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

**NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN**

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

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

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

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

**Particulars of sale**

**Vendor's estate agent**

HARCOURTS RATA & CO  
1/337 Settlement Road, Thomastown, VIC 3074

Email: sold@rataandco.com.au

Tel: (03) 9465 7766 Mob: Fax: Ref:

**Vendor**

**LILY TSALKOS AND LJUBICA KULAS**

**Vendor's legal practitioner or conveyancer**

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

Email: chloe@melbournerec.com.au

Tel: 03 94646732 Mob: Fax: Ref: CK:26/4431CK

**Purchaser**

Name: .....

Address: .....

ABN/ACN: .....

Email: .....

**Purchaser's legal practitioner or conveyancer**

Name: .....

Address: .....

Email: .....

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

**Land** (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume 11487	Folio 193	1219	640973M

OR

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: **41 Sarissa Street, Lalor 3075**

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

All Fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

**Payment** (general condition 14 and 17)

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

**GST** (general condition 19)

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

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

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

**Settlement** (general condition 17)

**is due on** .....

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

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

**Lease** (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 5.1

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

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

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender:

Loan amount

Approval date:

**FIRB APPROVAL REQUIRED** (Special Condition 16)

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

Passport Number .....

NO .....

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

<b>Special conditions</b>
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INFORMATION ONLY

## GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment:  No  Yes

(if yes, vendor must provide further details)

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

### GST Withholding Payment Details

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

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

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

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

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

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

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

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

# Special Conditions

## 1. Auction

- 1.1 If the property is sold by public auction then the property is offered for sale by public auction, subject to the vendors reserve price. The rules for the conduct of the auction shall be as set out in the schedule of the Sale of Land Regulations or any rules prescribed by regulations which modify or replace those rules.
- 1.2 The successful bidder shall immediately on the fall of the hammer sign this contract and pay the full 10% deposit to the Vendors agent.

## 2. Acceptance of title

General condition 12.4 is added:

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

## 3. Foreign resident capital gains withholding

- 3.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
  - 3.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the Vendor gives the Purchaser a special clearance certificate issued by the Commissioner under section 14-200 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
  - 3.3 This special condition only applies if the Purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
  - 3.4 The amount is to be deducted from the Vendor's entitlement to the contract consideration. The Vendor must pay to the Purchaser at settlement such part of the amount as is represented by non-monetary consideration.
  - 3.5 The Purchaser must:
    - (a) engage a Legal Practitioner or Conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the Purchaser's obligations in this special condition; and
    - (b) ensure that the representative does so.
  - 3.6 The terms of the representative's engagement are taken to include instructions to have regard to the Vendor's interests and instructions that the representative must:
    - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
    - (b) promptly provide the vendor with proof of payment; and
    - (c) otherwise comply, or ensure compliance with, this special condition;
- despite
- (d) any contrary instructions, other than from both the Purchaser and the Vendor; and
  - (e) any other provision in this contract to the contrary.
- 3.7 The representative is taken to have complied with the obligations in special condition 1B.6 if;
  - (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 3.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the Purchaser at least 5 business days before the due date for settlement.
- 3.9 The Vendor must provide the Purchaser with such information as the Purchaser requires to comply with the Purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the Purchaser. The Vendor warrants that the information the Vendor provides is true and correct.
- 3.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

#### 4. Electronic Conveyancing

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

- 4.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the Purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 4.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 4.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 4.4 The Vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 4.5 The Vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 4.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 4.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
  - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or by 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 4.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 4.9 The Vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the Purchaser or the Purchaser's nominee on notification of settlement by the Vendor, the Vendor's subscriber or the Electronic Network Operator,
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the Purchaser is entitled at settlement, and any keys if not delivered to the Estate Agent, to the Vendor's subscriber or, if there is no Vendor's subscriber, confirm in writing to the Purchaser that the vendor holds those documents, items and keys at the Vendor's address set out in the contract, and
  - (d) direct the Vendor's subscriber to give (or, if there is no Vendor's subscriber, give) all those documents and items, and any such keys, to the Purchaser or the Purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 4.10 The Vendor must, at least 3 days before the due date for settlement, provide the original of any document required to be prepared by the Vendor in accordance with general condition 6.

#### 5. GST withholding

- 5.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in a *New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 5.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an *\*amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *\*new residential premises* or *\*potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 5.3 The amount is to be deducted from the vendor's entitlement to the contract *\*consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of

Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

5.4 The purchaser must:

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

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

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

despite:

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

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

- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.

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

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

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

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

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

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

5.10 The vendor warrants that:

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

5.11 The purchaser is responsible for any penalties or interest payable to the commissioner on account of non-payment or late

payment of the amount, except to the extent that:

- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)

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

5.12 This general condition will not merge on settlement.

## 6. Interpretation.

In the interpretation of this contract where the context permits;

- (a) Words importing either gender shall be deemed to include the other gender.
- (b) Words importing the singular number shall be deemed to include the plural and vice versa;
- (c) Where there are two or more Purchasers the agreements and obligations of the Purchaser hereunder shall bind them jointly and each of them severally.

## 7. Whole Contract.

The Purchaser acknowledges and agrees that:

- 7.1 The Purchaser was given a Vendors Statement before signing this Contract;
- 7.2 No information, representations or warranty of the Vendor, the Vendors Conveyancer or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser;
- 7.3 The Purchaser has relied on its judgement in purchasing the Property and has inspected the property including all improvements, fixtures and Chattels as set out in the Contract.
- 7.4 No warranty has been given as the condition or quality of the improvements, fixtures, fittings or Chattels.
- 7.5 No brochure, investment report or advertising material is to be relied on as an accurate description of the property.
- 7.5 This contract forms the entire agreement between the Vendor and the Purchaser.

## 8. Land Identity.

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

## 9. Condition Of The Property.

- 9.1 The Purchaser warrants to the vendor that as a result of the Purchaser's inspections and enquiries concerning the property, the Purchaser is satisfied with the condition, quality and state of repair of the property and accepts the property as it is and subject to any defects, need for repair or infestation.
- 9.2 The Purchaser will not make any claim or requisition or delay this transaction or rescind or terminate this contract because of anything concerning the matters referred to in these special conditions or in respect of any loss, damage, need for repair relating to the property or the requirements of a statutory authority made on or after the day of sale.
- 9.3 The Purchaser acknowledges that the improvements may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed. A failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the Purchaser must not delay settlement or refuse to settle, or make any requisition or claim any compensation from the Vendor on that ground.
- 9.4 The Purchaser acknowledges that if there is a swimming pool or spa on the property which is or may be required to be fenced by the building regulations, the Purchaser must comply, at the Purchaser's cost and expense, with the building regulations. The Purchaser indemnifies and keeps indemnified the Vendor on and from the day of sale in respect of all orders or requirements under the building regulations.
- 9.5 (a) For any deficiency or defect in the said improvements, whether as to their suitability for occupation, compliance with laws or otherwise or;
- 9.5 (b) In relations to the issue or non-issuance of building permits of the said improvements; or
- 9.5 (c) In relations to the completion of inspections by the relevant authorities in respect of the said improvements.

9.6 The Purchaser acknowledges that the Vendor makes no Representation for any permits or approvals of any improvements to the property, if any. Upon signing of the Contract of Sale the Purchaser assumes full responsibility and liability in relation to special condition 9.6 and the purchaser shall make no request, claims, seek compensation or delay settlement or rescind or terminate the Contract of Sale whatsoever because of special condition 9.6. The Purchaser indemnifies and keeps the Vendor indemnified on and from the day of sale in respect to special condition 9.6.

9.7 General Condition 12 is Deleted from this Contract.

## **10. Improvements.**

The Purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, municipal by-laws, relevant statutes or any other regulations. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor. The Purchaser must not delay settlement or refuse to settle nor require the Vendor to comply with any one or more of those laws or regulations, or provide any documents including any requirements to fence any pool or spa, or install smoke detectors.

## **11. Planning.**

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

## **12. Restrictions.**

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

## **13. Settlement.**

- (a) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place no later than 3.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day. Should settlement take place via Electronic Conveyancing, settlement shall take place no later than 4.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day.
- (b) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place at the office of the Vendor's representative or at such other place in Victoria as the Vendor directs.
- (c) Should settlement take place via paper and not Electronic Conveyancing, and should settlement be directed by the choice of the Purchaser with the approval of the Vendor, the Purchaser will pay a settlement fee to the Vendor's representative of \$450.00 Plus GST. This fee will be due and payable at settlement.
- (d) Should settlement take place via paper and not Electronic Conveyancing, and settlement has been attended to and falls through at the fault of the Purchaser, the Purchaser will pay a re-attendance fee to the Vendor's representative of \$450.00 Plus GST, along with any other costs incurred due to the breach of the Purchaser. This fee is due and payable on the next scheduled settlement time/date.
- (e) Should settlement take place via paper and not Electronic Conveyancing, at settlement, the Purchaser must pay the fees up to six cheques drawn on an authorised deposit-taking institution.
- (f) Without limiting any other rights of the Vendor, If the Purchaser fails to settle on the due date for settlement as set out in the particulars of sale to this contract (due date) or request an extension to the due date, the Purchaser must pay to the Vendor's representative an amount of \$220.00 plus GST representing the Vendor's additional legal cost and disbursements, along with any other costs incurred due to the breach of the Purchaser.

## **14. Licence Agreement.**

The purchaser acknowledges should they request a licence agreement, and should the Vendor agree, the licence must be prepared by the vendors representative at the cost of the purchaser. The fee to prepare the licence is \$450.00 plus GST and shall be adjusted for and payable at settlement.

## **15. Guarantee & Indemnity.**

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

## **16. Foreign Acquisitions and Takeovers Act 1975.**

- 16.1 If ticked 'No' after the words 'FIRB approval Required?' in the particulars of sale page or this section of the particulars of sale is not complete, the Purchaser:
- 16.1.1 warrants to the vendor, as an essential term of this contract, that the acquisition of the property by the purchaser does not fall within the scope of the Takeover Act and is not examinable by FIRB: and
- 16.2 If the box is ticked YES after the words 'FIRB Approval required?' in the particulars of sale, then the Purchaser:
- 16.2.1 must, as an essential term of this contract, promptly after the day of sale take all reasonable endeavours to obtain FIRB approval pursuant to the Takeover Act of this purchase and will keep the vendor informed of the progress of the FIRB Approval application and provide evidence of the FIRB approval to the vendor
- 16.2.2 The Purchaser must give written notice to the Vendor's solicitor that approval has not been obtained by 4pm on the date which is 30 days after the day of sale, whereupon the Contract will be terminated, and all monies paid by the Purchaser shall be refunded in full. If the Purchaser has not advised the Vendor in writing that the Purchaser has obtained approval by 4pm on the date which is 30 days after the day of sale, then the Purchaser warrants that they have approval.
- 16.2.3 The Purchaser agrees that if the warranty in special conditions 12.1 is breached, the Purchaser will indemnify the Vendor against any penalties, fines, legal cost, claims, losses or damages which the Vendor suffers as a direct or indirect result of a breach of that warranty

## **17. Loans / Finance**

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

## **18. Indemnity – Estate Agent**

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

## **19. Adjustments of Outgoings**

- 19.1 The Purchaser must provide current valid copies of all certificates and other information used to calculate the adjustments, including land tax. The purchaser is to provide the statement of adjustments to the vendors representative at least 5 business days prior to settlement. A delay in the statement of adjustments will incur a fee of \$242.00 payable at settlement.
- 19.2 If the property is not separately assessed in respect of the outgoings, then the portion of any such outgoings are to be adjusted between the Vendor and the Purchaser will be either on the basis the amount to be apportioned between them is the proportion of the outgoing equal to the proportion which:
- (a) The lot liability of the property bears to the total liability of all of the lots on the plan; or
- (b) The surface area of the property bears to the surface area of the land that is subject to the assessment; or
- 19.2.2 On such other basis,
- as the Vendor may reasonably direct the Purchaser on or before the settlement date.
- 19.3 The Purchaser must pay any special fee or charge levied on the Vendor on and from the day of sale by the Owner's Corporation under the Owner's Corporation act or Owners Corporation Regulations. The special fee or charge will not be subject to appointment between the Vendor and the Purchaser.

## **20. Stamp Duty – Purchasers Buying in unequal Interest**

- 20.1 If there is more than one Purchaser, it is the Purchaser's responsibility to ensure the contract correctly records at the date of sale the proportion in which they are buying the property (the proportions).
- 20.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the Purchaser's responsibility to pay additional duty, which may be assessed as a result to the variation.
- 20.3 The Purchaser fully indemnifies the Vendor, Vendor's Agent and the Vendor's Conveyancer against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

## 21. Vendor Statement

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

## 22. Trust

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

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

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

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

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

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

## 23. Personal property securities register

Notwithstanding General Condition 11 the Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the Personal Property Securities Regulations 2009 to be described in a registration by a serial number and is not described by serial number in the PPSR.

## 24. Solar Panels

If there are any solar panels on the land, the purchaser acknowledges and agrees that:

25.1. whether or not any benefits currently provided to the vendor by agreement with the current energy supplier (including with respect to feed-in tariffs) pass to the purchaser on the sale of the land is a matter for enquiry and confirmation by the purchaser, and the vendor makes no representation in this regard;

25.2. the purchaser will negotiate with the current energy supplier or an energy supplier of the purchaser's choice with respect to any feed-in tariffs for any electricity generated or any other benefits provided by the solar panels;

25.3. the purchaser shall indemnify and hold harmless the vendor against any claims whatsoever with respect to the solar panels; and

25.4. neither the vendor nor vendor's estate agent has made any representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for purpose for which they are installed, their input to the electricity grid, any benefits arising from and electricity generated by the solar panels, or otherwise.

## 25. Christmas & New Year Holiday Period

If settlement has not taken place on or before 20 December in the calendar year in which settlement is agreed to occur, then both parties agree that settlement will be set on 15 January in the following calendar year. It is agreed that either party will not issue a Default and/or Rescission Notice on the other party between the period of 20 December in the calendar year in which settlement is set to 15 January of the following calendar year, or make any objection, requisition or claim for compensation, arising from/or in connection with the failure to complete settlement under this special condition.

**GUARANTEE & INDEMNITY**

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

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

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

- (a) THAT in the event of the purchaser failing to pay the vendor as and when due the monies hereby secured the guarantor will immediately pay the same to the vendor.
- (b) THAT in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform same.
- (c) THE guarantor shall be deemed to be jointly and severally liable with the purchaser (in lieu of being merely a surety for it) for the payment of the monies hereby secured and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the moneys or to carry out and perform the obligations herein contained
- (d) THAT no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all monies owing to the vendor have been paid and all obligations have been performed.

**SCHEDULE**

**Vendor:** .....

**Purchaser:** .....

**Guarantor:** .....

**Contract:** A contract dated the ..... of ..... 2026 between the vendor and the purchaser

**EXECUTED AS A DEED** on the ..... of ..... 2026

**SIGNED SEALED AND DELIVERED BY** )

**The said 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 at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 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 condition 11.2, the purchaser must-
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 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 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property-
- (a) that-
    - (i) the purchaser intends to use 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 received 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 7.14 applies despite general condition 7.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

# Money

## 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- to the vendor's licensed estate agent; or
  - if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - 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:
- must not exceed 10% of the price; and
  - 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:
- the vendor provides particulars, to the satisfaction of the purchaser, that either:
    - there are no debts secured against the property; or
    - 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
  - at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - 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:
- in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - by cheque drawn on an authorised deposit-taking institution; or
  - by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- 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
  - 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:
- settlement;
  - the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - 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 lodgment 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 lodgment 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 lodgment 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 lodgment network operators do not provide otherwise:

- (a) the electronic lodgment network operator to conduct all the financial and lodgment 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 lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment 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 lodgment.
- 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 lodgment network operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

## 20. LOAN

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

- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
  - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

## 21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## 22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

- 24.5 The purchaser must:
- (a) The 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 lodgment 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 lodgment 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 lodgment 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.
- 28.1 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; and
  - (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](https://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.

# Vendor Statement

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

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

The vendor may sign by electronic signature.

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

<b>Land</b>	41 Sarissa Street, Lalor 3075
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<b>Vendor's name</b>	LILY TSALKOS	<b>Date</b> / /
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<b>Vendor's signature</b>	
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<b>Vendor's name</b>	LJUBICA KULAS	<b>Date</b> / /
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<b>Vendor's signature</b>	
---------------------------	--

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

<b>Purchaser's signature</b>	
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<b>Purchaser's name</b>		<b>Date</b> / /
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<b>Purchaser's signature</b>	
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# 1 FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$10,000.00

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

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

## 1.3 Terms Contract

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

Not Applicable.

## 1.4 Sale Subject to Mortgage

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

Not Applicable.

## 1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 110
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

# 2 INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable.

## 2.2 Owner Builder

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

Not Applicable.

# 3 LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

**3.2. Road Access**

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

**3.3. Designated Bushfire Prone Area**

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

**3.4. Planning Scheme**

Attached is a certificate with the required specified information.

**4 NOTICES**

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

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

Are contained in the attached certificates and/or statements, if any.

**4.2. Agricultural Chemicals**

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

Not Applicable.

**4.3. Compulsory Acquisition**

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

Not Applicable.

**5 BUILDING PERMITS**

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

Not Applicable.

**6 OWNERS CORPORATION**

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

Not Applicable.

**7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

Not Applicable.

**8 SERVICES**

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

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

## 9 TITLE

Attached are copies of the following documents:

### 9.1 (a) Registered Title

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

## 10 SUBDIVISION

### 10.1. Unregistered Subdivision

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

Not Applicable.

### 10.2. Staged Subdivision

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

Not Applicable.

### 10.3. Further Plan of Subdivision

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

Not Applicable.

## 11 DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

## 12 DUE DILIGENCE CHECKLIST

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

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

## 13 ATTACHMENTS

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

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

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

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

Page 1 of 1

VOLUME 11487 FOLIO 193

Security no : 124132943509P  
Produced 13/03/2026 03:53 PM

**LAND DESCRIPTION**

Lot 1219 on Plan of Subdivision 640973M.  
PARENT TITLE Volume 11221 Folio 486  
Created by instrument PS640973M 14/04/2014

**REGISTERED PROPRIETOR**

Estate Fee Simple  
TENANTS IN COMMON  
As to 1 of a total of 2 equal undivided shares  
Sole Proprietor  
LJUBICA KULAS of 1104 BUXTON-MARYSVILLE ROAD MARYSVILLE VIC 3779  
As to 1 of a total of 2 equal undivided shares  
Sole Proprietor  
LILY TSALKOS of 51 SARISSA STREET LALOR VIC 3075  
AZ360904D 09/07/2025

**ENCUMBRANCES, CAVEATS AND NOTICES**

COVENANT PS640973M 14/04/2014

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  
AJ834458Y 02/08/2012

**DIAGRAM LOCATION**

SEE PS640973M 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: 41 SARISSA STREET LALOR VIC 3075

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 18544F MANN LEGAL  
Effective from 09/07/2025

DOCUMENT END

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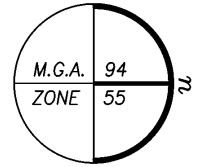
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Document Identification	<b>PS640973M</b>
Number of Pages (excluding this cover sheet)	<b>6</b>
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<b>PLAN OF SUBDIVISION</b>		Stage No. <hr/>	LRS use only <b>EDITION 1</b>	Plan Number <b>PS 640973M</b>
Location of Land Parish: <b>KEELBUNDORA</b>  Township: — Section: — Crown Allotment: — Crown Portion: <b>24 (PART)</b> Title Reference: <b>VOL 11221 FOL 486</b>  Last Plan Reference: <b>LOT M ON PS636339M</b>  Postal Address: <b>200M MOSAIC DRIVE</b> (at time of subdivision) <b>LALOR 3075</b>  MGA Co-ordinates <b>E 322 900</b> Zone: <b>55</b> (of approx. centre <b>N 5829 225</b> of land in plan)		<b>Council Certification and Endorsement</b> Council Name: <b>WHITTLESEA CITY COUNCIL</b> Ref: 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.  <b>OPEN SPACE</b> (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage.....  Council Delegate Council Seal Date / /  Re-certified under section 11(7) of the Subdivision Act 1988  Council Delegate Council Seal Date / /		
<b>Vesting of Roads and/or Reserves</b>				
Identifier		Council/Body/Person		
ROAD R1		WHITTLESEA CITY COUNCIL		
RESERVE No.1		WHITTLESEA CITY COUNCIL		
RESERVE No.2		WHITTLESEA CITY COUNCIL		
<b>Notations</b>				
<b>Staging</b>		This <del>is</del> /is not a staged subdivision Planning Permit No.		
<b>Depth Limitation</b>		<b>DOES NOT APPLY</b>		
TANGENT POINTS ARE SHOWN THUS:				
LOTS 1 TO 1200 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN				
LAND SUBDIVIDED - 2.683ha				
EASEMENTS E-3 TO E-5 AND E-7 TO E-16 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN				
<b>Survey</b> This plan is <del>is not</del> based on survey This survey has been connected to permanent marks no(s) <b>108, 609 &amp; MMB8263</b> In Proclaimed Survey Area No. —				
NOTATIONS: THE LAND IN THIS PLAN HAS CARRIAGEWAY RIGHTS OVER APPURTENANT EASEMENTS A-1 & A-2 AS SHOWN ON PS519650R & CREATED BY INSTRUMENT No. AE875662M, AND ALSO OVER EASEMENTS E-3, E-4 AND E-5 AS SHOWN AND CREATED ON PS619106J, AND ALSO OVER EASEMENTS E-7 AND E-8 AS SHOWN AND CREATED ON PS622423C.				
THIS IS A SPEAR PLAN				
<b>Easement Information</b>				
<b>Legend:</b>		E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance		A - Appurtenant Easement R - Encumbering Easement (Road)
Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER LIMITED
E-2	DRAINAGE	SEE DIAG	INSTRUMENT	MELBOURNE WATER CORPORATION
E-6	CARRIAGEWAY	SEE DIAG	PS622438N	LOT 1 ON PS622438N
E-6	CARRIAGEWAY	SEE DIAG	PS630159W	LOT P ON PS630159W
E-6	CARRIAGEWAY	SEE DIAG	PS636339M	RESERVE No.1 ON PS636339M
E-17	CARRIAGEWAY	SEE DIAG	PS636339M	RESERVE No.1 ON PS636339M
				<b>LRS use only</b> Statement of Compliance/ Exemption Statement  Received <input checked="" type="checkbox"/> Date <b>3/4/14</b>
				<b>LRS use only</b> PLAN REGISTERED TIME <b>12:13 PM</b> DATE <b>14/4/14</b>  <b>LW</b> Assistant Registrar of Titles
				Sheet 1 of 5 sheets
<b>MOSAIC LIVING — 12</b>				
<b>30 LOTS</b>				
<b>Bosco Jonson Pty Ltd</b> A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992		LICENSED SURVEYOR (PRINT) ANDREW J. REAY SIGNATURE ..... DIGITALLY SIGNED ..... DATE / / REF 6319123 09/04/14 VERSION G DWG 631912BG		
		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3		

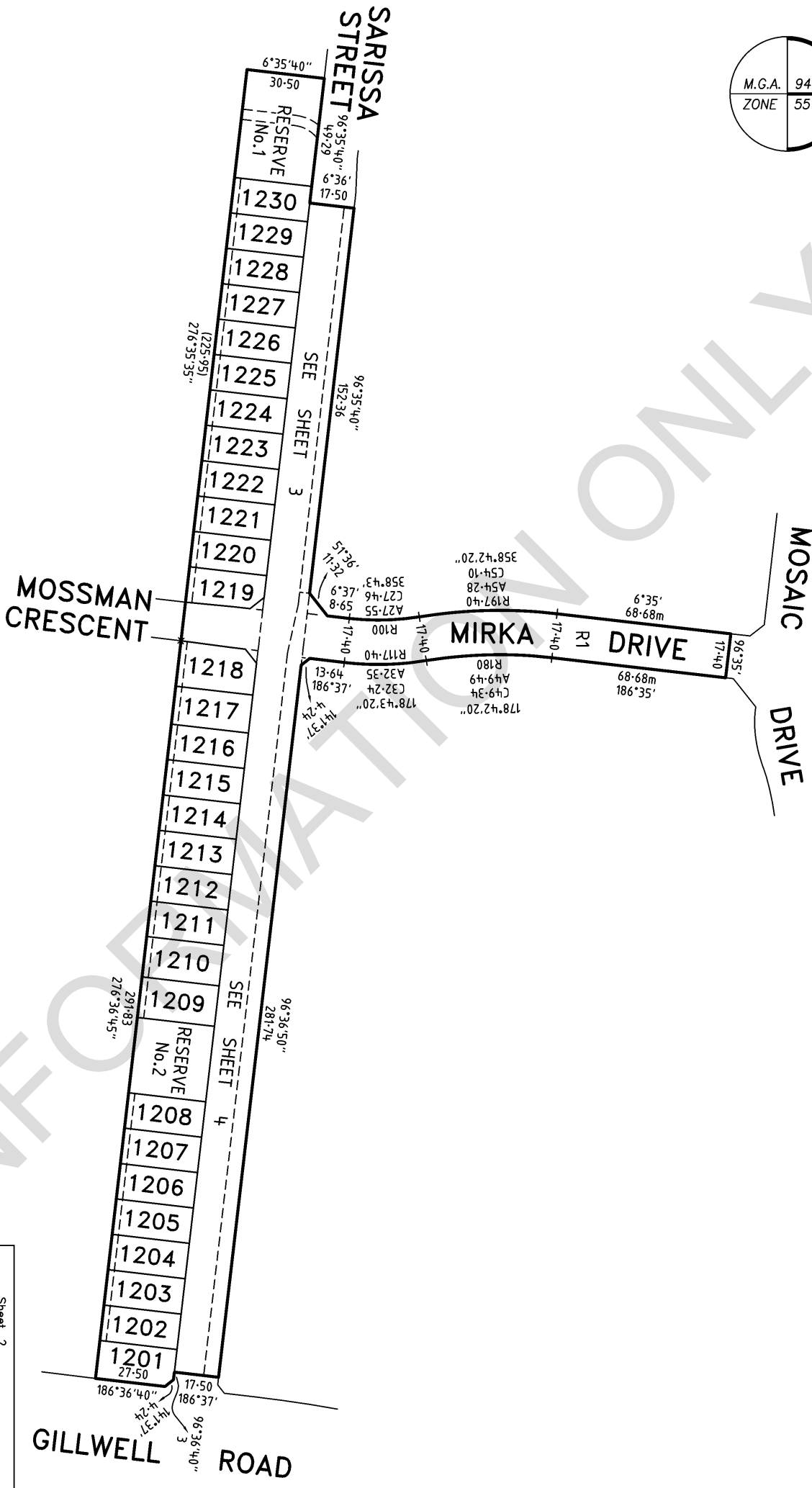


# PLAN OF SUBDIVISION

Stage No.

Plan Number

## PS 640973M



MOSAIC LIVING - 12

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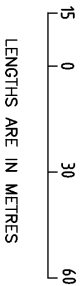
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DATE . . . . .

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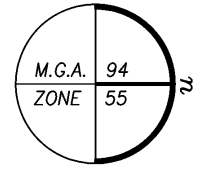
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09/04/14

VERSION G

Sheet 2

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 COUNCIL DELEGATE SIGNATURE . . . . .



PLAN OF SUBDIVISION

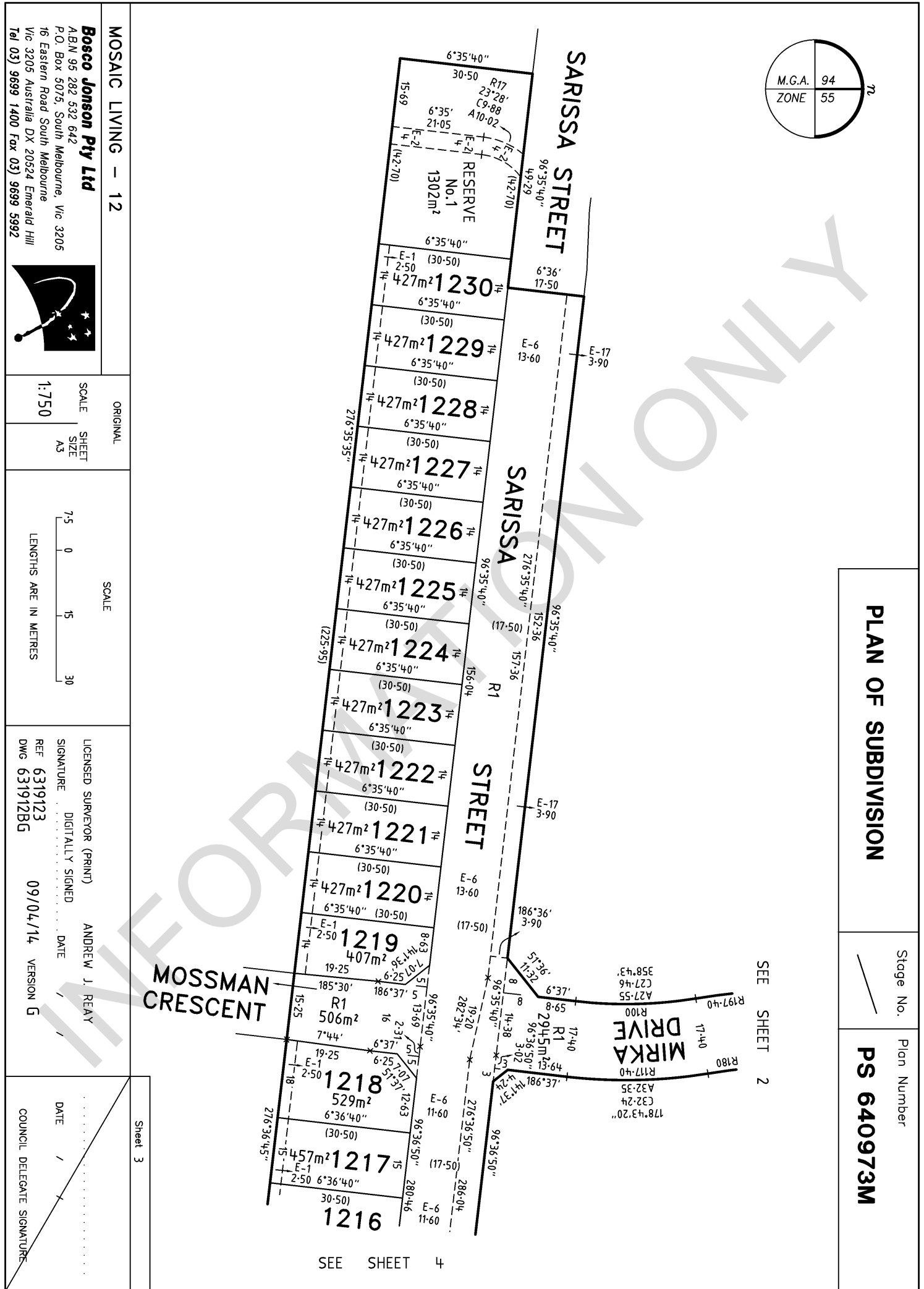
Stage No.

Plan Number

PS 640973M

SEE SHEET 2

SEE SHEET 4



MOSAIC LIVING - 12

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Vic 3205 Australia DX 20524 Emerald Hill  
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ORIGINAL

SCALE

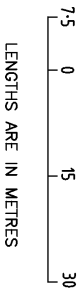
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SCALE



LENGTHS ARE IN METRES

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ANDREW J. REAY

SIGNATURE

DIGITALLY SIGNED

REF 6319123

DATE

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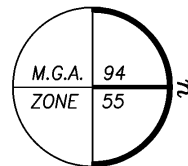
VERSION G

Sheet 3

DATE

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SEE SHEET 3



**MOSAIC LIVING - 12**

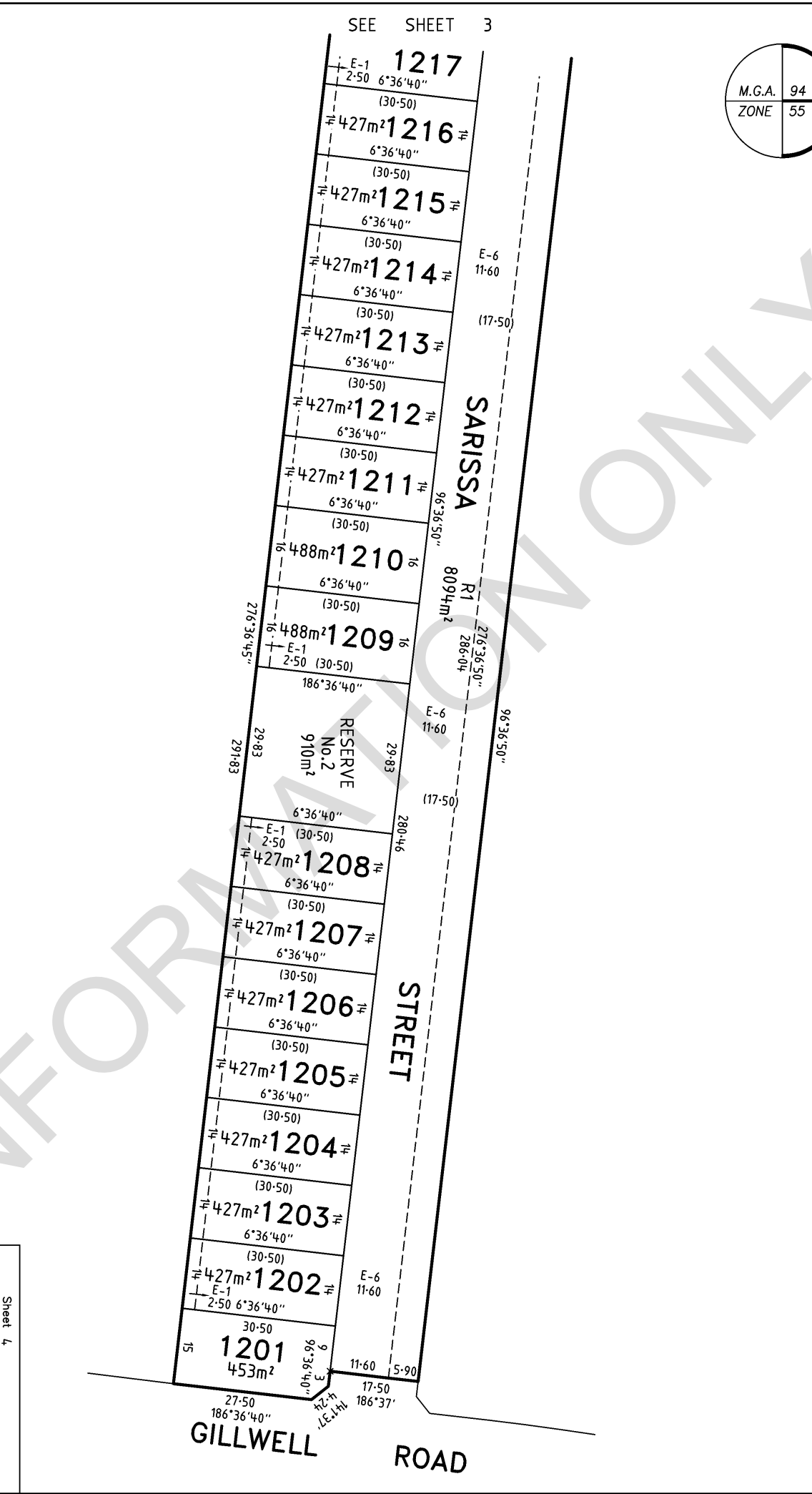
**Bosco Jonson Pty Ltd**  
 A.B.N 95 282 532 642  
 P.O. Box 5075, South Melbourne, Vic. 3205  
 16 Eastern Road South Melbourne  
 Vic. 3205 Australia DX 20524 Emerald Hill  
 Tel (03) 9699 1400 Fax (03) 9699 5992

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 SIGNATURE DIGITALLY SIGNED DATE / /  
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 DWG 631912BG

Sheet 4  
 DATE / /  
 COUNCIL DELEGATE SIGNATURE



**PLAN OF SUBDIVISION**

Stage No. /

Plan Number **PS 640973M**

<b>PLAN OF SUBDIVISION</b>	Stage No. <hr/>	Plan Number <b>PS 640973M</b>
----------------------------	--------------------	----------------------------------

**CREATION OF RESTRICTION**

Upon Registration of this plan the following restriction is created:

Land to benefit: Lots 1201 to 1230 (both inclusive) on this plan.

Land to be burdened: Lots 1201 to 1230 (both inclusive) on this plan (each lot being a "burdened lot").

**DESCRIPTION OF RESTRICTION**

The registered proprietor or proprietors for the time being of any burdened lot must not:

- 1 build or erect or permit to be built or erected or remain on the burdened lot or any part of it:
  - 1.1 any building or structure other than a building or structure which has been constructed in accordance with plans, drawings, designs and specifications which have first been approved in writing by Mosaic Design Review Committee in accordance with the "Mosaic Living House Design Guidelines" as amended from time to time; or
  - 1.2 any building or structure other than one which complies with the provisions of the Mosaic Living House Design Guidelines;
- 2 erect or allow any signs to remain on the burdened lot other than the following:
  - 2.1 where a dwelling constructed on the burdened lot has been completed and is offering for sale (but not if the burdened lot remains vacant or the dwelling is partly completed and is offering for sale) one real estate agent's "for sale" sign not exceeding 2.4 metres by 1.8 metres; or
  - 2.2 during the period of construction of a dwelling on the burdened lot signs of builders and tradespersons who are carrying out construction work on the burdened lot; or
  - 2.3 signs of builders advertising homes to be constructed by those builders on the burdened lot or on any other lot in the Development and offered for sale to members of the public, subject to obtaining the ABAH Group's prior written approval of those signs;
- 3 use the burdened lot or any part of it as a display home except with the Mosaic Design Review Committee's prior written consent;
- 4 park any trucks or commercial vehicles with a carrying capacity exceeding 1.5 tonnes on the burdened lot except on a temporary basis for the purpose of supplying goods to an occupier of the burdened lot or in connection with the construction of a dwelling except on the burdened lot.

In this restriction "Development" means the land known as Mosaic Living, Gillwell Road, Lalor which includes the land in this plan.

This restriction shall cease to have effect on 31 December 2018.

**MOSAIC LIVING - 12**

**Bosco Jonson Pty Ltd**

A.B.N 95 282 532 642  
 P.O. Box 5075, South Melbourne, Vic 3205  
 16 Eastern Road South Melbourne  
 Vic 3205 Australia DX 20524 Emerald Hill  
 Tel 03) 9699 1400 Fax 03) 9699 5992



Sheet 5

ORIGINAL	SCALE	LICENCED SURVEYOR (PRINT) ANDREW J. REAY	
SCALE	<p>LENGTHS ARE IN METRES</p>	SIGNATURE . . . . . DATE / /	DATE / /
SHEET SIZE A3		REF 6319123 09/04/14 VERSION G	COUNCIL DELEGATE SIGNATURE
		DWG 631912BG	Original sheet size A3

**Plan of Subdivision PS640973M  
Certifying a New Version of an Existing Plan  
(Form 11)**



**City of  
Whittlesea**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S009583H  
Plan Number: PS640973M  
Responsible Authority Name: Whittlesea City Council  
Responsible Authority Reference Number 1: 607429  
Surveyor's Plan Version: G

**Certification**

This plan is certified under section 11 (7) of the Subdivision Act 1988  
Date of original certification under section 6: 25/10/2010  
Date of previous recertifications under Section 11(7): 07/07/2011  
Date of previous recertifications under Section 11(7): 15/02/2012

**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: 06/06/2013

INFORMATION ONLY

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**AJ834458Y**

02/08/2012 \$110.30 173  


**Form 18**

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

Section 181

Planning and Environment Act 1987

Lodged by: Maddocks

Name: Terry Montebello

Phone: 9288 0555

Address: 140 William Street, Melbourne Vic, 3000

Ref: TGM:5819196 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: Lot G on Plan of Subdivision 634222V being the land contained in Certificates of Title Volume 11202 Folio 819;

Lot M, on Plan of Subdivision 636339M being the land contained Certificate of Title Volume 11221 Folio 486; and

Lot QQ on Plan of Subdivision 646643C being the land contained in Certificate of Title Volume 11284 Folio 161.

Applicant: Whittlesea City Council of Ferres Boulevard, South Morang, Victoria

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

A copy of the Agreement is attached to this Application.

Signature of the Authority: 

Name of Officer: DAVID TURNBULL

Date: 31.7.12.

**AJ834458Y**

02/08/2012 \$110.30 173



**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 16 / 7 / 2012

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

**Subject Land: Mosaic Living Estate – Stages 9-13**

**Purpose: Securing of public works**

**Whittlesea City Council**

and

**ABAH Group Pty Ltd ACN 106 069 916**

INFORMATION ONLY

**AJ834458Y**

02/08/2012 \$110.30 173



**Maddocks**

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

DATE 16, 7/2012

**AJ834458Y**

02/08/2012 \$110.30 173



**BETWEEN**

**WHITTLESEA CITY COUNCIL**

of Municipal Offices, Ferres Boulevard, South Morang, Victoria

(Council)

**AND**

**ABAH GROUP PTY LTD ACN 106 069 916**

of 36 Larissa Avenue, West Pennant Hills, New South Wales 2125

(Owner)

## Background

- A. Council is the responsible authority for administering and enforcing the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. The Subject Land is being developed in stages for urban purposes pursuant to planning permits issued by Council.
- D. The Previous Agreement imposed obligations in relation to early stages of the development. Some of the obligations have not yet been discharged.
- E. The Owner wishes to continue with further stages of the development of the Subject Land.
- F. Council wishes to secure the completion of performance of outstanding obligations under the Previous Agreement and certain other obligations.
- G. The parties enter into this Agreement to achieve and advance the objectives of planning in Victoria and in particular the objectives of the Planning Scheme in respect of the Subject Land.

## THE PARTIES AGREE

### 1. Definitions

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

**Abah Land** means the land described in Certificate of Title Volume 10066 Folio 975 being Lot 1 on Plan of Subdivision 518239B or any part of it.

**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.

**Active Open Space Reinstatement Works** means the works described in plans referred to in the "Schedule of Works – 1. Active Open Space Reinstatement Works" attached to this Agreement at Attachment A or amended plans approved to the satisfaction of Council and at the agreement of the Parties.

**Balance Land** means Stages 11, 12 and 13 and generally in accordance with the 'Mosaic Living Concept Plan' prepared by Bosco Jonson Pty Ltd, Ref 6319 003 and dated 8 February 2012 attached to this Agreement at Attachment B or amended plans approved to the satisfaction of Council and at the agreement of the Parties.

**Estimated Cost of the Stage 5 Wetland Drainage Reserve Landscaping Works** means the estimated cost, to the satisfaction of the Council, of the outstanding Stage 5 Wetland Drainage Reserve Landscaping Works as determined by the Chief Executive Officer of Council having regard to a report prepared by the Owner's landscape architect (who at the date of this Agreement is Site Image Pty Ltd).

**Estimated Cost of the Whittlesea Gardens Drainage Outfall and Wetland Civil Works** means the estimated cost, to the satisfaction of the Council of the outstanding Whittlesea Gardens Drainage Outfall and Wetland Civil Works as determined by the Chief Executive Officer of Council having regard to a report prepared by the Owner's engineers (who at the date of this Agreement is Meinhardt Infrastructure and Environment Pty Ltd).

**Estimated Cost of the Whittlesea Gardens Drainage Outfall and Wetland Landscaping Works** means the estimated cost, to the satisfaction of the Council of the outstanding Whittlesea Gardens Drainage Outfall and Wetland Landscaping Works as determined by the Chief Executive Officer of Council having regard to a report prepared by the Owner's landscape architect (who at the date of this Agreement is Site Image Pty Ltd).

**Lot** means a lot created from the Subject Land but does not include any Superlot unless it is used for residential purposes.

**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.

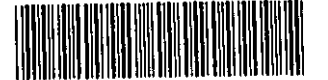
**Pavilion and Ovals Plan** means the plan prepared by Coomes Consulting (entitled "recreation reserve" reference 151108G02 revision 4, dated 06/06/2007) showing the layout of the proposed pavilion and senior football ovals on the land surrounded by Mosaic Drive, Gillwell Road, Sarissa Street and Mirka Drive attached to this Agreement at Attachment C or amended plans approved to the satisfaction of Council and at the agreement of the Parties.

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

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

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- 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.
- 2.9 In the event of any inconsistency between the Owner's obligations under the Agreement and the Previous Agreement, the Owner's obligations under the Agreement take precedence, to the satisfaction of the Council.

**3. Obligations of the Owner to Undertake Works**

**3.1 Stage 5 Wetland Drainage Reserve Landscaping Works**

The Owner covenants and agrees that:

- 3.1.1 the Stage 5 Wetland Drainage Reserve Landscaping Works must be carried out to the satisfaction of Council by no later than 6 months after issue of a Statement of Compliance in respect of Stage 9, and prior to the issue of a Statement of Compliance for the first Stage in respect of the Balance Land;
- 3.1.2 should the Stage 5 Wetland Drainage Reserve Landscaping Works not be completed within 6 months after issue of a Statement of Compliance in respect of Stage 9, and prior to the issue of a Statement of Compliance for any further Stage in respect of the Balance Land, the owner must provide to Council, Security equal to 100% of the Estimated Cost of the Stage 5 Wetland Drainage Reserve Landscaping Works to complete any outstanding Stage 5 Wetlands Drainage Reserve Landscaping Works to the satisfaction of Council in accordance with this Agreement;
- 3.1.3 a landscape maintenance bond valued at 20% of the estimated total construction cost for the Stage 5 Wetland Drainage Reserve Landscaping Works must be submitted to Council by the earlier of:
  - (a) 6 months after issue of a Statement of Compliance in respect of Stage 9; and
  - (b) prior to the issue of a Statement of Compliance for any further Stage in respect of the Balance Land;





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- 3.1.4 the Stage 5 Wetland Drainage Reserve Landscaping Works are public works for the purposes of section 21 of the Subdivision Act; and
- 3.1.5 in the event that clause 3.1.2 applies, the parties agree that the Statement of Compliance for further Stages may be issued once the Security has been provided.

## 3.2 Whittlesea Gardens Drainage Outfall and Wetland Civil Works

The Owner covenants and agrees that:

- 3.2.1 the Whittlesea Gardens Drainage Outfall and Wetland Civil Works must be completed to the satisfaction of Council by no later than 3 months after issue of a Statement of Compliance in respect of Stage 9, and prior to the issue of a Statement of Compliance for any further stage in respect of the Balance Land;
- 3.2.2 should the Whittlesea Gardens Drainage Outfall and Wetland Civil Works not be completed within 3 months after issue of a Statement of Compliance in respect of Stage 9, and prior to the issue of a Statement of Compliance for any further Stage in respect of the Balance Land the owner must provide to Council Security equal to 150% of the Estimated Cost of the Whittlesea Gardens Drainage Outfall and Wetland Civil Works to complete any outstanding Whittlesea Gardens Drainage Outfall and Wetland Civil Works to the satisfaction of Council in accordance with this Agreement;
- 3.2.3 a civil works maintenance bond valued at 5% of the estimated total construction cost for the Whittlesea Gardens Drainage Outfall and Wetland Civil Works must be submitted to Council by the earlier of:
  - (a) 3 months after issue of a Statement of Compliance in respect of Stage 9; and
  - (b) prior to the issue of a Statement of Compliance for any further Stage in respect of the Balance Land;
- 3.2.4 the Whittlesea Gardens Drainage Outfall and Wetland Civil Works are public works for the purposes of section 21 of the Subdivision Act; and
- 3.2.5 if clause 3.2.2 applies, the parties agree that the Statement of Compliance for further Stages may be issued once the Security has been provided.

## 3.3 Whittlesea Gardens Drainage Outfall and Wetland Landscaping Works

The Owner covenants and agrees that:

- 3.3.1 the Whittlesea Gardens Drainage Outfall and Wetland Landscaping Works must be completed to the satisfaction of Council by no later than 6 months after issue of a Statement of Compliance in respect of Stage 9, and prior to the issue of a Statement of Compliance for any further Stage in respect of the Balance Land;
- 3.3.2 should the Whittlesea Gardens Drainage Outfall and Wetland Landscaping Works not be completed within 6 months after issue of a Statement of Compliance in respect of Stage 9, and prior to the issue of a Statement of Compliance for any further Stage in respect of the Balance Land, the owner must provide to Council Security equal to 100% of the Estimated Cost of the Whittlesea Gardens Drainage Outfall and Wetland Landscaping Works to complete any outstanding Whittlesea Gardens Drainage Outfall and Wetland Landscaping Works to the satisfaction of Council in accordance with this Agreement;

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Sarissa Street (to the south of the ovals), and Mirka Drive (to the west of the ovals) in Stage 12.

### 3.6 On road car parking

The Owner covenants and agrees that:

- 3.6.1 it will lodge with Council for its approval detailed plans and specifications in relation to on road car parking as detailed in the Pavilion and Ovals Plan (**On Road Car Parking Works**);
- 3.6.2 it will complete the On Road Car Parking Works in accordance with the plans approved under clause 3.6.1 to the satisfaction of the Council prior to the issue of a Statement of Compliance for Stage 12.

The parties acknowledge that as of the date of this Agreement, the only On Road Car Parking Works that remain outstanding pursuant to this Clause 3.6 are those located on Sarissa Street (to the south of the ovals) and Mirka Drive (to the west of the ovals) in Stage 12.

---

## 4. Obligations of the Owner to make financial contributions

### 4.1 Contribution to Sports Field Construction

The Owner covenants and agrees that:

- 4.1.1 the Owner will pay to Council the amount of \$367,000 excluding GST (\$400,000, less design costs of \$33,000) as a contribution towards the construction of playing ovals at the active open space which is located at 1W Mosaic Drive, Lalor (Res2 on Plan of Subdivision 636339M) (**Sports Field Contribution**);
- 4.1.2 the Sports Field Contribution must be paid within 6 months of the issue of a Statement of Compliance for Stage 9, or within 12 months of an issue of Statement of Compliance for Stage 10, whichever occurs earlier.

### 4.2 Contribution to Open Space Pavilion

The Owner covenants and agrees that:

- 4.2.1 the Owner will pay to Council the amount of \$732,232 excluding GST as a contribution towards the construction of a pavilion on the active open space which is located at 1W Mosaic Drive, Lalor (Res2 on Plan of Subdivision 636339M) (**Pavilion Contribution**);
- 4.2.2 the Pavilion Contribution must be paid within 6 months of the issue of a Statement of Compliance for Stage 9, or within 12 months of an issue of Statement of Compliance for Stage 10, whichever occurs earlier.

---

## 5. Amounts payable

- 5.1.1 If any amount due to be paid by the Owner to Council under this Agreement is not paid prior to the due date, the amount payable will accrue interest from the day the amount is due in accordance with an invoice issued by Council at the rate prescribed under section 227A of the Local Government Act 1989 until the amount is paid.

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**8.2 Further actions**

The Owner further covenants and agrees that:

- 8.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 8.2.2 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.

**8.3 Council's Costs to be Paid**

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

---

**9. 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.

---

**10. 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:

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

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**11. Owner's warranties**

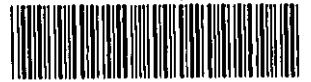
Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement and those parties who have entered into a contract of sale for purchase of a lot prior to registration of plan of subdivision of the Subject Land, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.



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**12. General matters**

**12.1 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:

- 12.1.1 by delivering it personally to that party;
- 12.1.2 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
- 12.1.3 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.

**12.2 Service of Notice**

A notice or other communication is deemed served:

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

**12.3 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.

**12.4 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.

**12.5 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 relating to any use or development of the Subject Land.

---

**13. Goods and services tax**

- 13.1 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.
- 13.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

- 13.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 13.4 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.
- 13.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 13.3.

---

**14. Commencement of agreement**

Unless otherwise provided in this Agreement, this Agreement commences from the date it is executed by both parties.

---

**15. Ending of agreement**

- 15.1 This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement and both Council and the Owner agree that the Agreement can be removed from the title to the Subject Land.
- 15.2 This Agreement ends in respect of a Lot upon the issue of a Statement of Compliance for the plan of subdivision creating that Lot.
- 15.3 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

---

**16. Ending of part of a Previous Agreement**

- 16.1 The parties agree that on the commencement of this Agreement the Owner's obligations pursuant to Clause 3 of the Previous Agreement have either been:
  - 16.1.1 carried out and completed to the satisfaction of the Council; or
  - 16.1.2 re-stated as obligations in this Agreement.
- 16.2 The parties agree that the Previous Agreement ends in relation to the Abah Land upon the commencement of this Agreement and 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 the Previous Agreement on the register in respect of the Abah Land.

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Signed sealed and delivered for and on behalf of **ABAH GROUP PTY LTD** ACN 106 069 916 by its authorised representative in the presence of: )  
)  
)

*[Handwritten Signature]*  
.....  
Signature of Director

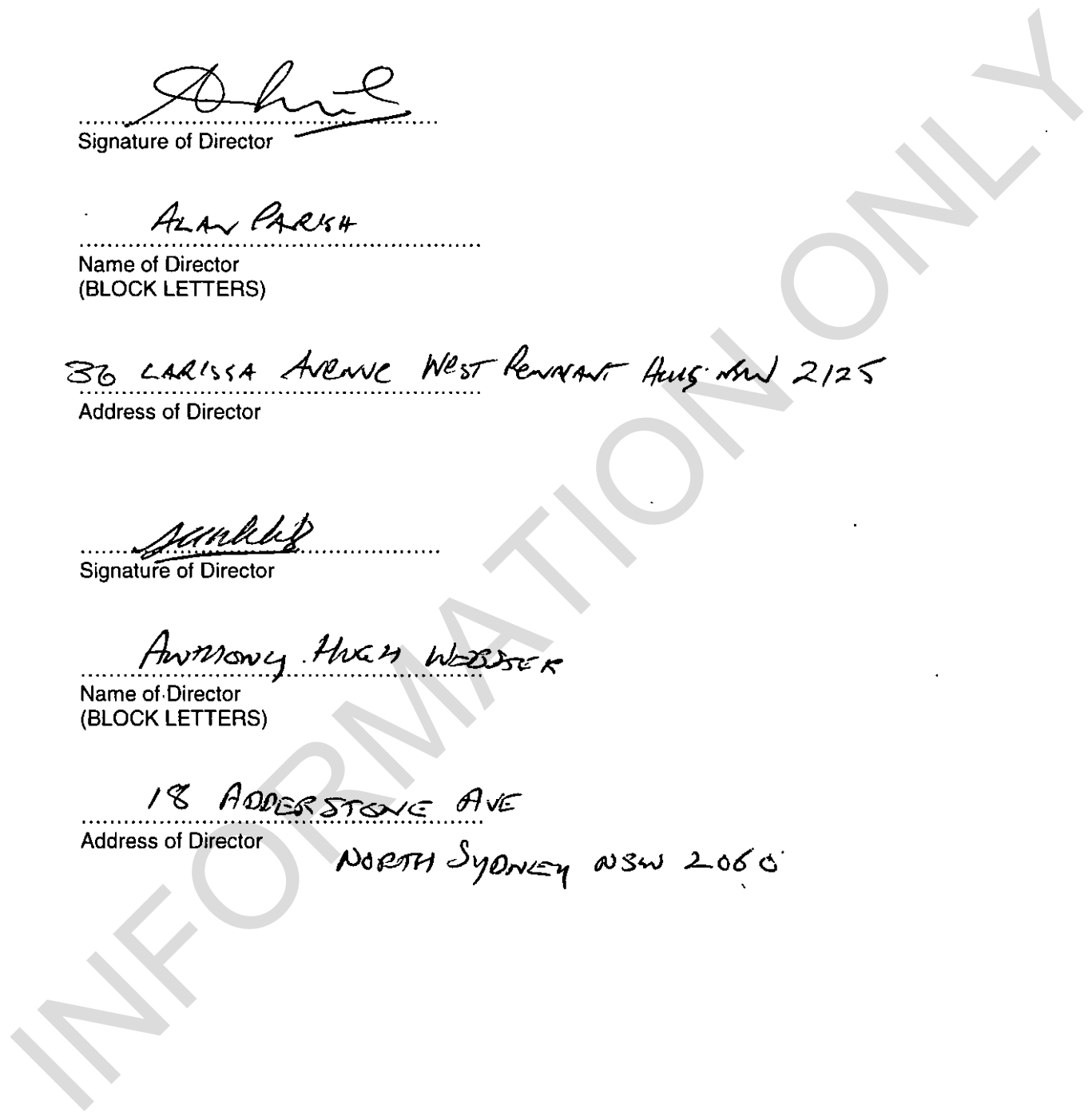
*ALAN PARISH*  
.....  
Name of Director  
(BLOCK LETTERS)

*36 LARISSA AVENUE WEST PENNANT Hills NSW 2125*  
.....  
Address of Director

*[Handwritten Signature]*  
.....  
Signature of Director

*ANTHONY HUGH WEBBER*  
.....  
Name of Director  
(BLOCK LETTERS)

*18 ADDERSTONE AVE*  
.....  
Address of Director  
*NORTH SYDNEY NSW 2060*





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**Mortgagee's consent**

National Australia Bank Ltd as Mortgagee of registered Mortgage Nos. AH355556L, AH375297V, AJ521447A 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

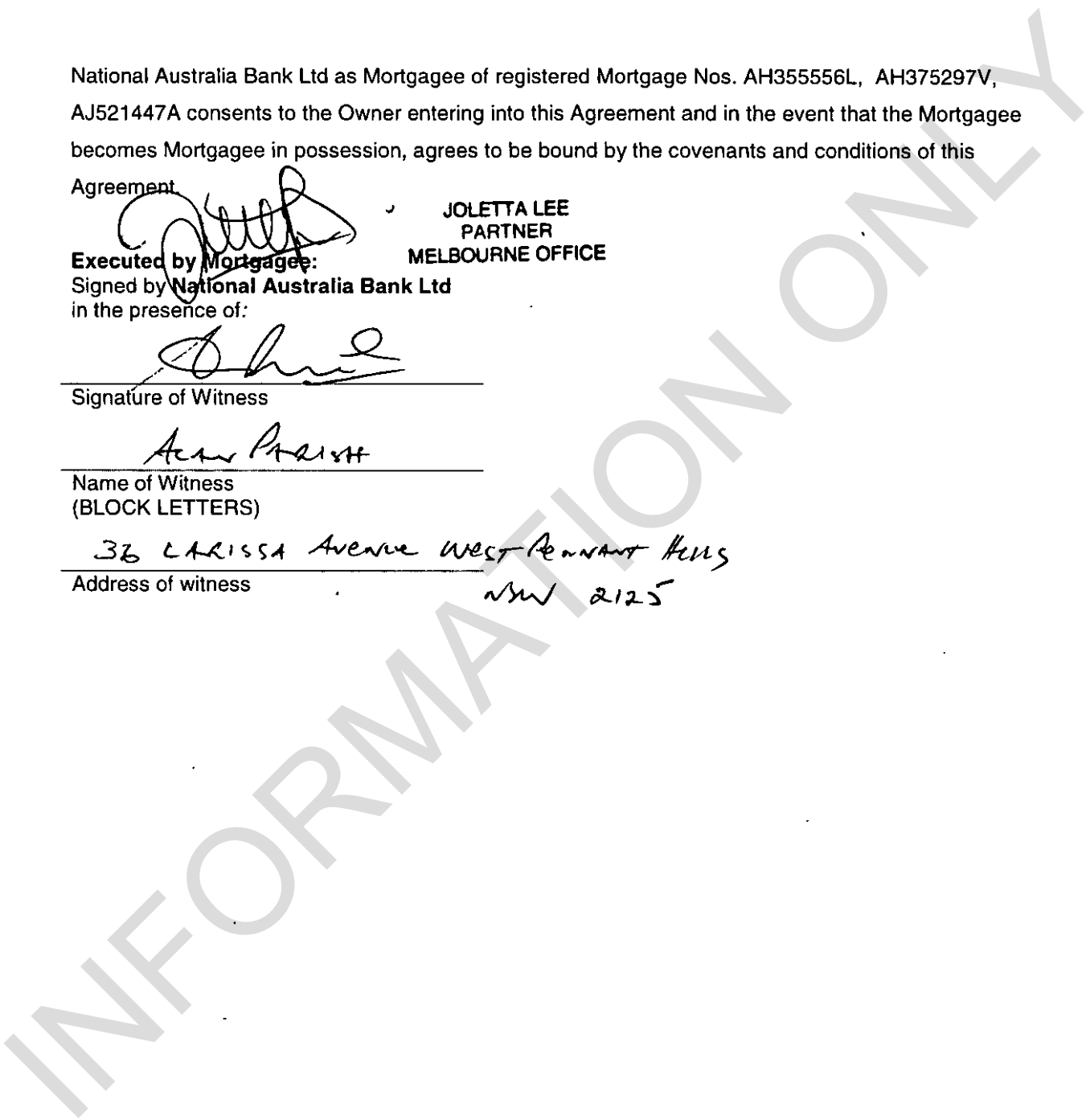
JOLETTA LEE  
PARTNER  
MELBOURNE OFFICE

Executed by Mortgagee:  
Signed by National Australia Bank Ltd  
in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness  
(BLOCK LETTERS)

\_\_\_\_\_  
Address of witness





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## ATTACHMENT "A": SCHEDULE OF WORKS

The plans listed in Attachment A may have been removed from this counterpart of the Section 173 Agreement due to difficulties of the Titles Office with imaging for recording purposes.

A copy of the plan identified is included in each of the counterparts to this Section 173 Agreement which are held by:

The Minister for Planning

The Responsible Authority;

The Owner of the Land as at the date the Agreement was executed.

A copy of the counterpart agreement together with Schedule 1 is available for inspection at the offices of the Responsible Authority during normal hours upon giving the Responsible Authority reasonable notice.

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### 1. Active Open Space Reinstatement Works

Title	Drawing No.	Revision
Sports Fields Design – Detail Plan	SK100	A
Sports Fields Design – Detail Plan – Interim Levels Plan	SK101	A
Mosaic Ovals Section 1	SK102	
Mosaic Ovals Section 2	SK103	
Mosaic Ovals Section 3	SK 104	
Mosaic Ovals Section 4	SK 105	
Mosaic Ovals Section 5	SK106	
Mosaic Ovals Section 6	SK107	

### 2. Stage 5 Wetland Drainage Reserve Landscaping Works

Title	Drawing No.	Revision
Plan Notations – 14 November 2011		
Title Sheet, Site Plan and Legend	LA000	D
Plant Schedule	LA001	D
Setout and Grading Plan	LA101	D
Surface Finishes and Planting Plan	LA201	D
Sections 01	LA301	C
Deck Details	LA401	E
Boardwalk Details	LA402	E
Details 03	LA403	C
Details 04	LA404	D

Details 05	LA405	A
Plan Elevations and Section – Steel Post Inground Skillion Shelter	G288-1.1	1

### 3. Whittlesea Gardens Drainage Outfall and Wetland Civil Works

Title	Drawing No.	Revision
Wetlands- Detail Plan (Sheet1 of 2)	MIE101	06
Wetlands- Detail Plan (Sheet2 of 2)	MIE102	04
Wetlands Signage Plan	MIE151	01
Wetlands Longitudinal Sections	MIE408	00
Wetlands Cross Sections	MIE409	01
Wetland Cross Sections	MIE410	01
Drainage Longitudinal Sections	MIE706	02
Drainage Longitudinal Sections	MIE707	02
Drainage Pit Schedule	MIE710	05
Drainage Longitudinal Sections	MIE702	04
Drainage Longitudinal Sections	MIE705	03

**AJ834458Y**

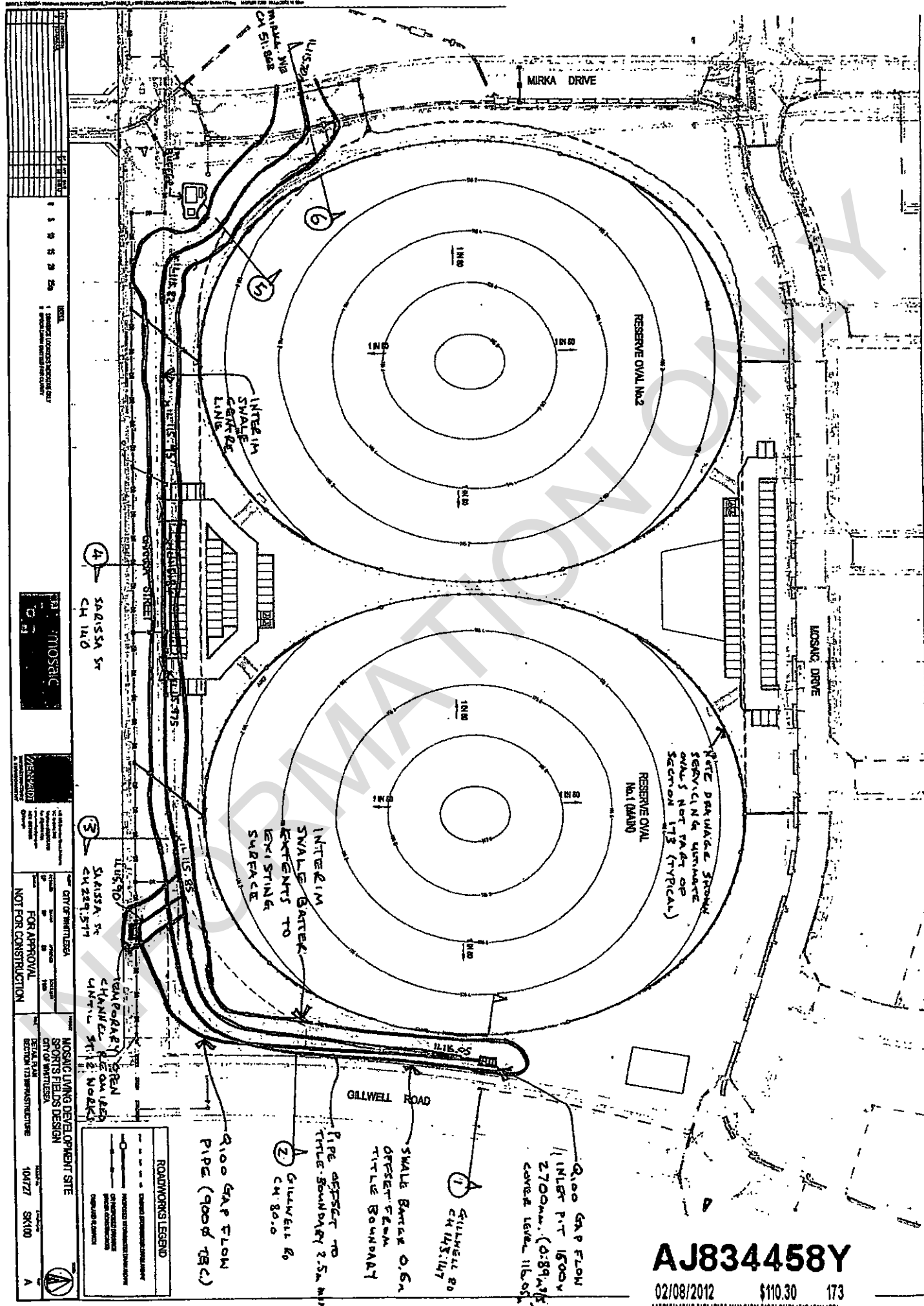
02/08/2012 \$110.30 173



### 4. Whittlesea Gardens Drainage Outfall and Wetland Landscaping Works

Title	Drawing No.	Revision
Plan Notations – 29 December 2011		
Title Sheet, Site Plan and Legend	LA000	D
Plant Schedule	LA001	D
Landscape Plan 01	LA101	F
Details 01	LA201	D
Landscape Plan 02	LA102	C
Section	LA202	C
Details 02	LA203	B

**Attachment A**  
**1. Active Open Space Reinstatement Works**



NO.	DATE	DESCRIPTION
1	13/03/2026	ISSUED FOR APPROVAL
2		
3		
4		
5		
6		

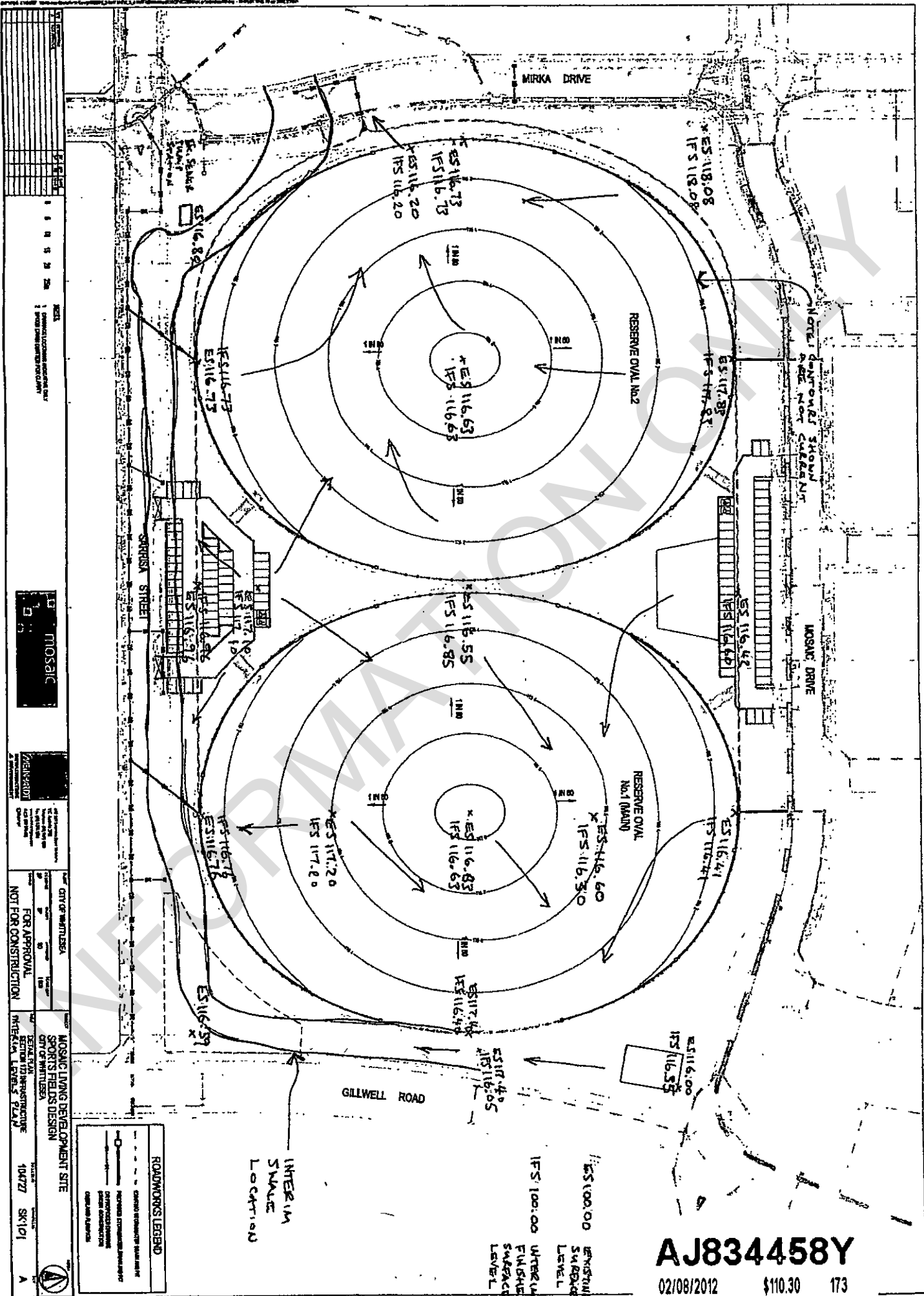
**ROADWORKS LEGEND**

	PROPOSED ROADWAY
	PROPOSED FOOTPATH
	PROPOSED CYCLEWAY
	PROPOSED DRAINAGE

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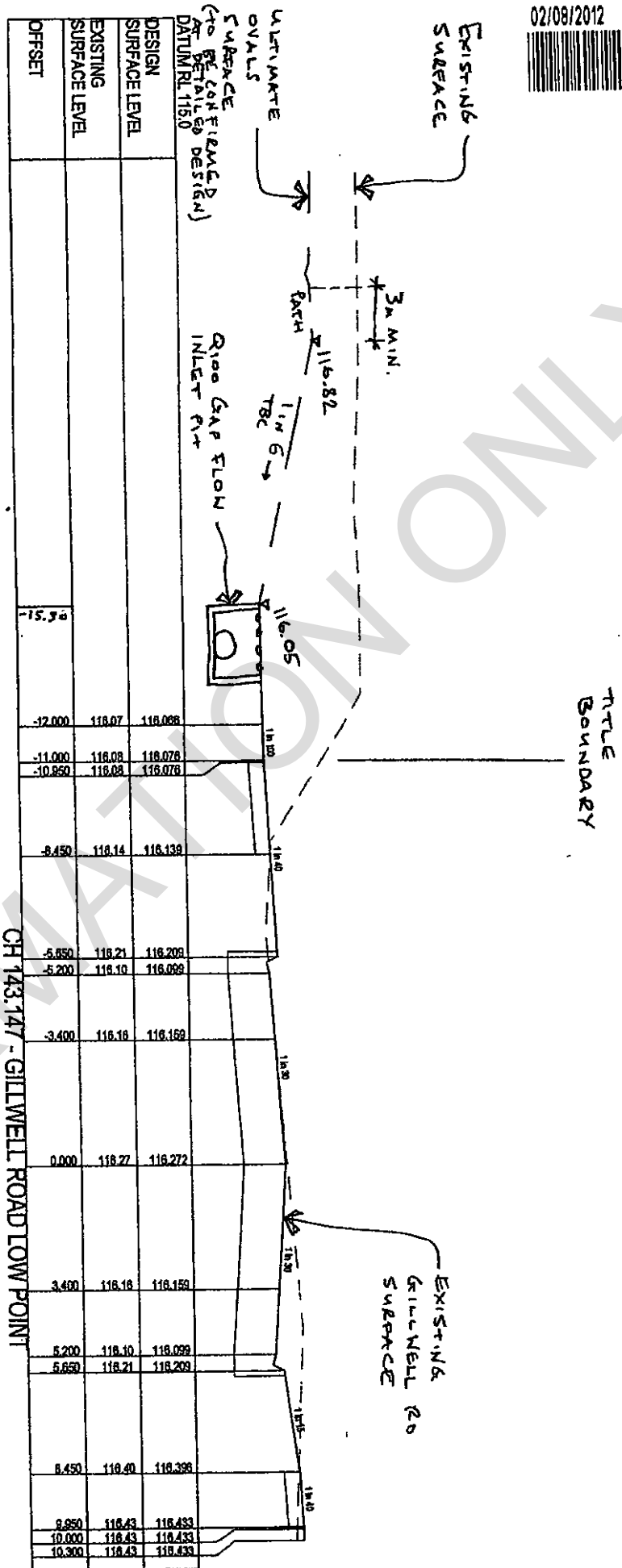
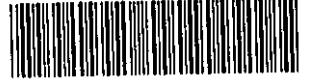
02/08/2012 \$110.30 173



<p>DATE: 10/07/2011</p> <p>SCALE: 1:100</p> <p>PROJECT: MOSAIC LIVING DEVELOPMENT SITE</p> <p>CLIENT: CITY OF WHITLESBA</p> <p>DESIGNER: MOSAIC</p> <p>NOT FOR CONSTRUCTION</p>	<p><b>ROADWORKS LEGEND</b></p> <ul style="list-style-type: none"> <li>EXISTING ROADWAY</li> <li>PROPOSED ROADWAY</li> <li>PROPOSED ROADWAY (UNDER CONSTRUCTION)</li> <li>PROPOSED ROADWAY (PLANNED)</li> </ul>
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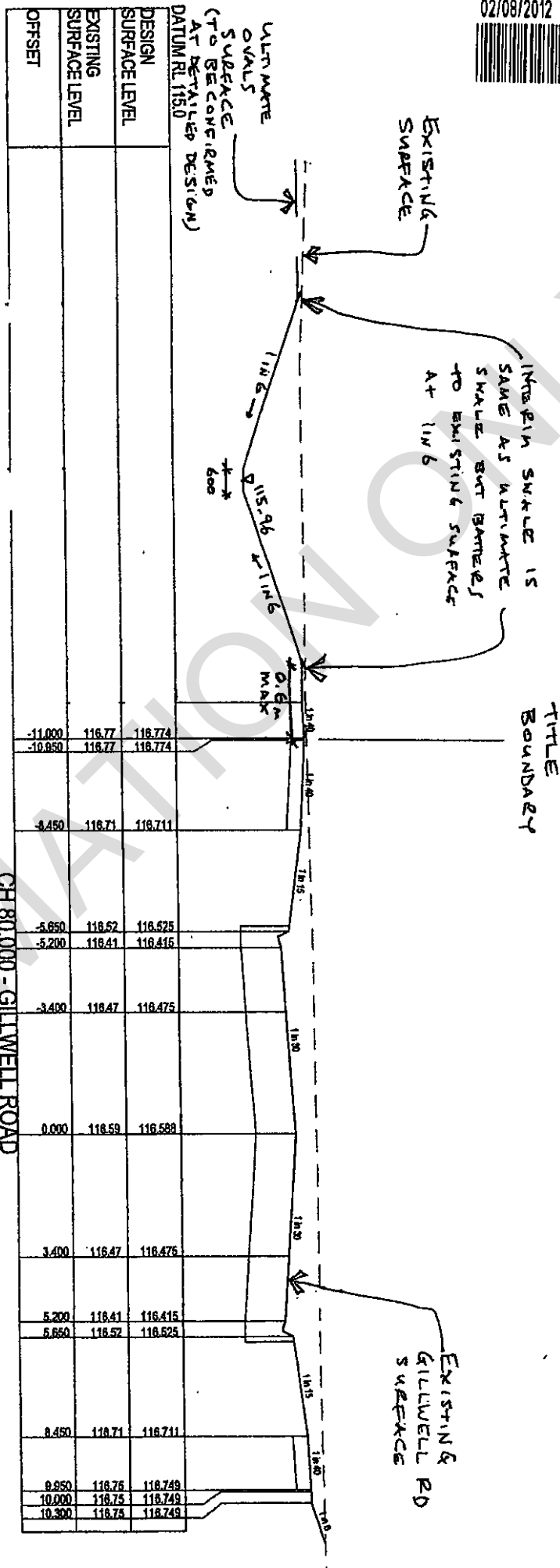
CH 143.147 - GILWELL ROAD LOW POINT  
SECTION ①

OFFSET	EXISTING SURFACE LEVEL	DESIGN SURFACE LEVEL	ULTRAMATE OVALS SURFACE (TO BE FOR FILLING AT DETAIL TO DESIGN) DATUM RL 115.0
-12.000	116.07	116.068	
-11.000	116.08	116.076	
-10.850	116.08	116.078	
-8.450	116.14	116.139	
-5.850	116.21	116.209	
-5.200	116.10	116.099	
-3.400	116.18	116.169	
0.000	116.27	116.272	
3.400	116.18	116.159	
5.200	116.10	116.099	
5.650	116.21	116.209	
8.450	116.40	116.398	
9.950	116.43	116.433	
10.000	116.43	116.433	
10.300	116.43	116.433	

SK 102  
MIE  
19.6.12  
MOSAIC OVALS  
SECTION 1 REV -

AJ834458Y

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CH 80.000 - GILWELL ROAD  
SECTION 2

SK103  
MIE 19.6.12  
MOSAIC OVALS  
SECTION 2  
REV -

AJ834458Y

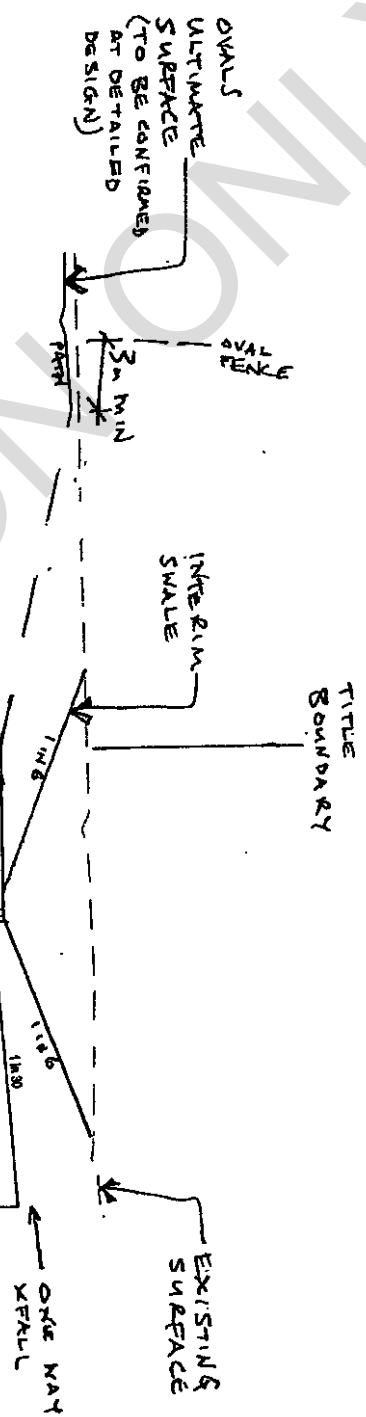
02/08/2012 \$110.30 173



DATUM RL 115.0

DESIGN SURFACE LEVEL	INTERIM SWALE	EXISTING SURFACE LEVEL	OFFSET
115.856	116.853	116.72	-9.300
115.849	116.302	116.73	-5.800
115.739	116.372	116.74	-5.450
115.921		116.75	0.000

CH 229.577 - SARISSA STREET LON POINT  
SECTION ③



INFORMATION ONLY

SK 104  
MIE 19.6.12  
MOSAIC OVALS  
SECTION 3 REV -

AJ834458Y

02/08/2012

\$110.30

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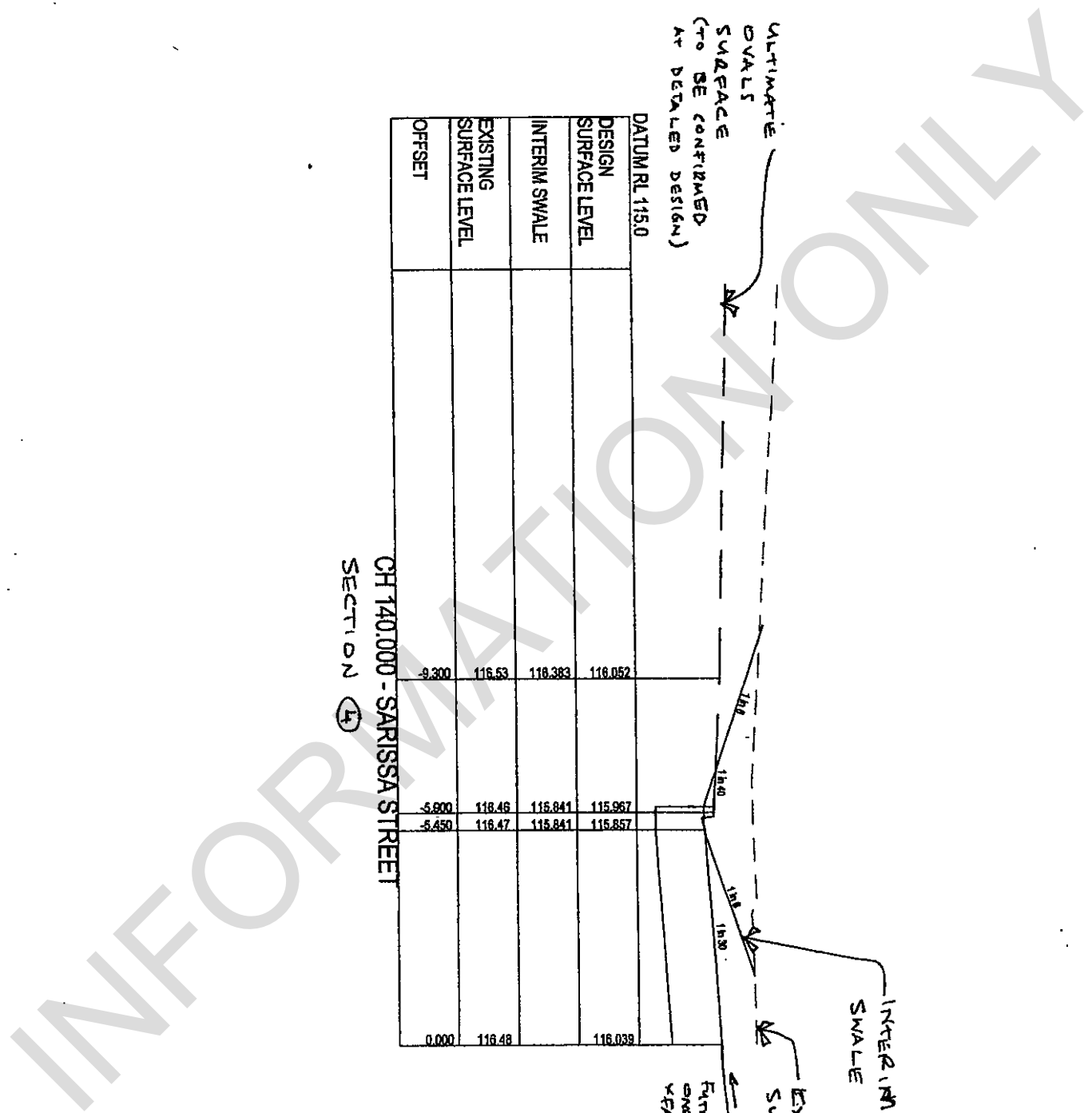
ULTIMATE  
OVALS  
SPACE  
(TO BE CONFIRMED  
AT DETAILED DESIGN)

DATUM RL 115.0

DESIGN SURFACE LEVEL	INTERIM SWALE	EXISTING SURFACE LEVEL	OFFSET
116.052	116.383	116.53	-9.300
115.967	115.841	116.46	-5.800
115.857	115.841	116.47	-5.450
116.039		116.48	0.000

CH 140.000 - SARISSA STREET  
SECTION ④

EXISTING SURFACE  
INTERIM SWALE  
FUTURE ONE WAY WEAVE



SK105  
MIE 19.6.12

MOSAIC OVALS  
SECTION 4  
REV

**AJ834458Y**

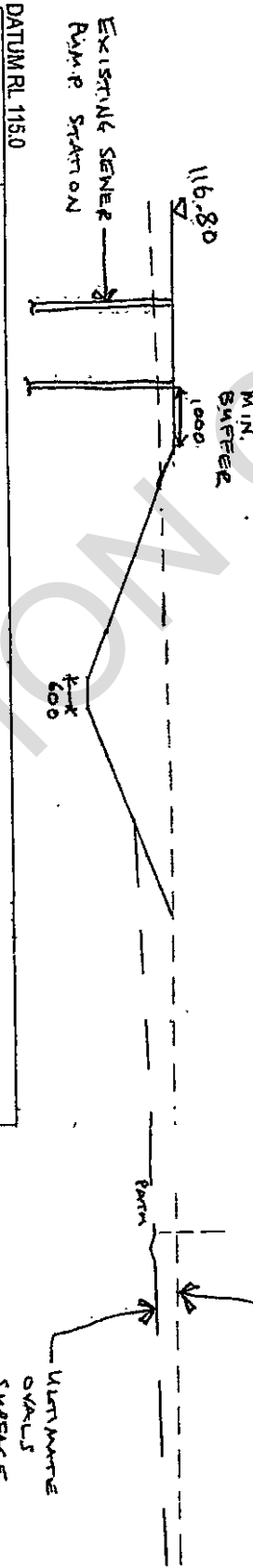
02/08/2012

\$110.30

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DESIGN SURFACE LEVEL	
EXISTING SURFACE LEVEL	
OFFSET	



INTERIM SWALE IS SAME AS ULTIMATE SWALE BUT BATTERED TO EXISTING SURFACE AT 1:1

CH 20.000 - SOUTH WEST SWALE AT PUMP STATION  
 SECTION 5

SK106  
 MIE 19.6.12  
 MOSAIC OVALS  
 SECTION 5  
 REV -

INFORMATION ONLY

AJ834458Y

02/08/2012

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SURFACE TO BE LOWERED  
IN ST 12 DESIGN TO  
PROVIDE MIN 300mm  
FRAGRENOAD TO 2100  
FLOOD LEVEL IN  
RETAINING BASIN

DATUM RL 114.0		
DESIGN SURFACE LEVEL	EXISTING SURFACE LEVEL	OFFSET
116.090	116.81	-10.833
116.067	116.87	-9.800
116.066	116.88	-9.850
116.028	116.97	-8.350
115.678	116.81	-5.650
115.568	116.92	-5.200
115.741	117.63	0.000
115.568	117.57	5.200
115.678	117.58	5.650
115.729	117.65	7.500
115.781	117.49	10.000

CH 51.868 - MIRKA DRIVE LOW POINT  
SECTION ⑤

2100 LEVEL  
WATER  
115.31

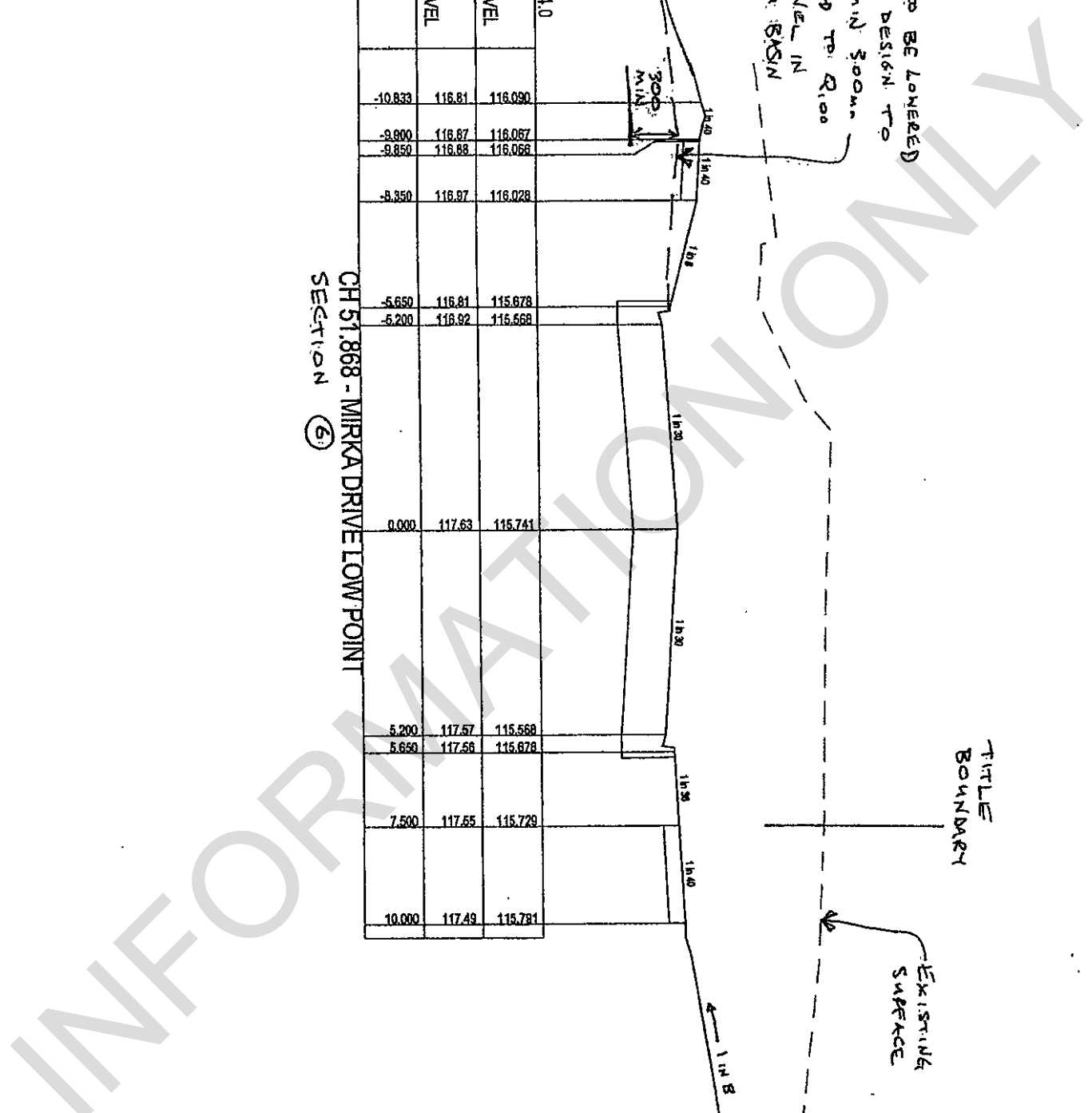
300  
MIN

TITLE  
BOUNDARY

EXISTING  
SURFACE

ULTIMATE  
OVALS  
SURFACE  
(TO BE CONFIRMED  
AT DETAILED  
DESIGN)

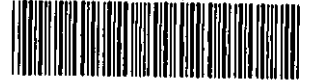
SK 107  
MIE 19.6.12  
MOSAIC OVALS  
SECTION 6  
REV -





**AJ834458Y**

02/08/2012 \$110.30 173



**PLAN NOTATIONS**

**Mosaic Living Estate - Stage 5A Wetland**

1. Prior to landscape works commencing, detailed documentation (shop drawings), structural computations and a Certificate of Compliance – Design shall be submitted and approved by Council for the 6.0 metre X 6.0 metre steel post in-ground skillion BBQ shelter.

**PLANNING AND ENVIRONMENT ACT  
CITY OF WHITTLESEA**

**PLANNING SCHEME**

Plan referred to in Permit to use  
and/or develop land.

Application No. 711811 - Condition # 4

Sheet 1 of 12

Date Permit Issued 25/02/2010

[Signature] 14/11/2011  
Town Planner Date

INFORMATION ONLY





Littoral Zone (Wetland of Mangrove)		Total Area (sqm)		4231	
Code	Botanical Name	Common Name	Installation Size	Percentage of max (%)	Per Meter Total Qty.
<b>TYPE A</b>					
AB	<i>Austrocaprioides ligniculata</i>	Double pointed grass	hiko	10	6
CB	<i>Carex dichrotrichoides</i>	Sedge	hiko	6	6
CH	<i>Crassula helmsii</i>	Swamp Crassula	hiko	5	2
CT	<i>Carex tereticaulis</i>	Basket Sedge	hiko	5	6
EA	<i>Elyonurus acutus</i>	Common Spike-sedge	hiko	10	0
Total Type A - littoral planting					8042
<b>TYPE B</b>					
JA	<i>Juncus emarginatus</i>	Hollow Rush	hiko	5	6
JF	<i>Juncus flavatus</i>	Yellow Rush	hiko	10	8
JS	<i>Juncus subsecundus</i>	Rush	hiko	5	8
LL	<i>Lomandra longifolia</i>	Spike-headed Wet Rush	hiko	5	6
LP	<i>Lobelia prolifera</i>	Pelican Lobelia	hiko	10	2
Total Type B - littoral planting					6042
<b>TYPE C</b>					
PO	<i>Pogonochloa</i>	Common Tussock Grass	hiko	10	4
SP	<i>Schoenoplectus pungens</i>	Sharp Club-rush	hiko	5	4
TS	<i>Triglochin striata</i>	Streaked Arrowgrass	hiko	5	6
VI	<i>Vitricula reniformis</i>	Running Marsh Flower	hiko	10	2
Total Type C - littoral planting					4857
Total Littoral Zone Planting					20741
Lawn Turf					3558
Total Area (sqm)					3358

Misses Planting		Total Area (sqm)		3558	
Code	Botanical Name	Common Name	Installation Size	Percentage of max (%)	Per Meter Total Qty.
AC1	<i>Ancelsia cognata</i>	Lime/night	150mm	n/a	4
CS	<i>Convolvulus sabatius</i>	Ground Morning Glory	150mm	n/a	4
DC1	<i>Dianella caerulea</i>	Little Jess Paro-Lily	150mm	n/a	5
DR	<i>Dianella revoluta</i>	Black Anther Flax-Lily	150mm	n/a	120
GL	<i>Grewia lanigera</i>	Woody Greville	200mm	n/a	506
GO	<i>Goodenia ovata</i>	Hop Goodenia	200mm	n/a	21
LLT	<i>Lomandra longifolia</i>	Tanika Lomandra	150mm	n/a	4
Total Strub Planting					2841
Total Area (sqm)					3558

Trees Planting		Total Area (sqm)		110	
Code	Botanical Name	Common Name	Installation Size	Percentage of max (%)	Per Meter Total Qty.
EC	<i>Eucalyptus camaldulensis</i>	River Red Gum	400mm	n/a	n/a
EO	<i>Eucalyptus ovata</i>	Swamp Gum	400mm	n/a	n/a
EM	<i>Eucalyptus mannifera</i> ssp. <i>maculosa</i>	Red Spotted Gum	400mm	n/a	16
EM	<i>Eucalyptus mannifera</i> 'Little Spooky'	Red Spotted Gum	400mm	n/a	26
GTS	<i>Gleditsia trinacanthos</i> 'Sunburst'	Golden Honey Locust	400mm	n/a	17
Total Tree Planting					710

Deep Marsh		Total Area (sqm)		1487	
Code	Botanical Name	Common Name	Installation Size	Percentage of max (%)	Per Meter Total Qty.
ES	<i>Elyonurus acutus</i>	Tall Spike-rush	vro cells	15	4
PC	<i>Panicum crispatum</i>	Curly Leaf Pond weed	vro cells	45	4
PO	<i>Panicum ochrolepis</i>	Burnt Pond weed	vro cells	15	4
TP	<i>Triglochin procerum</i>	Water Ribbons	vro cells	15	4
OO	<i>Otilia ovalifolia</i>	Swamp Lily	vro cells	25	6
ST	<i>Schoenoplectus tetramerum</i>	River Club-rush	vro cells	15	4
Total Deep marsh planting					6741

Shallow Marsh		Total Area (sqm)		1825	
Code	Botanical Name	Common Name	Installation Size	Percentage of max (%)	Per Meter Total Qty.
AN	<i>Amphirodium nervosus</i>	River swamp wetland grass	vro cells	5	2
APA	<i>Adansonia digitata</i>	Water Pflanz	vro cells	5	4
BA	<i>Barringtonia speciosa</i>	Flax Twig-rush	vro cells	5	6
BAR	<i>Barringtonia speciosa</i>	Jointed twig-rush	vro cells	5	6
BC	<i>Borrichia arifolia</i>	Sea Club-rush	vro cells	5	6
BM	<i>Borrichia arifolia</i>	Marsh Club-rush	vro cells	5	4
EA	<i>Elyonurus acutus</i>	Common Spike-sedge	vro cells	10	6
ES	<i>Elyonurus acutus</i>	Rush	vro cells	15	4
MD	<i>Marsilea drummondii</i>	Nerode	vro cells	5	4
MS	<i>Myriophyllum crispatum</i>	Red Water Mill	vro cells	5	4
MC	<i>Myriophyllum crispatum</i>	Amphibious Mill	vro cells	5	4
NS	<i>Nyctophyllum stimulans</i>	Spike Club-rush	vro cells	10	6
SP	<i>Schoenoplectus pungens</i>	Spiky Club-rush	vro cells	5	4
RI	<i>Rhynchospora kunthii</i>	Lucy Burdick	vro cells	5	6
ST	<i>Schoenoplectus tetramerum</i>	River Club-rush	vro cells	5	4
SP	<i>Schoenoplectus pungens</i>	Spiky Club-rush	vro cells	5	4
VA	<i>Vallisneria spiralis</i>	Running marsh flower	vro cells	5	4
Total Shallow marsh planting					8573

Ephemeral Marsh		Total Area (sqm)		1928	
Code	Botanical Name	Common Name	Installation Size	Percentage of max (%)	Per Meter Total Qty.
AC	<i>Austrodanthonia caespitosa</i>	Ringed Wetland grass	hiko	5	4
AD	<i>Austrodanthonia obtusata</i>	Brown-back Wetland grass	hiko	5	4
AG	<i>Austrotrichia gibbosa</i>	Swamp Spear grass	hiko	5	4
CA	<i>Carex appressa</i>	Tall Sedge	hiko	5	4
CH	<i>Crassula helmsii</i>	Swamp Crassula	hiko	5	5
CL	<i>Calceoglossa lactuca</i>	Milly Beauty Haack	hiko	5	5
CT	<i>Carex dichrotrichoides</i>	Sedge	hiko	5	4
CT	<i>Carex tereticaulis</i>	Basket Sedge	hiko	5	4
DC	<i>Disphyma crassifolium</i>	Rounded Moon-flower	hiko	5	4
EA	<i>Elyonurus acutus</i>	Common Spike-sedge	hiko	5	4
HS	<i>Hydrocotyle sibirica</i>	Flooding moon pennywort	hiko	10	2
JA	<i>Juncus emarginatus</i>	Hollow Rush	hiko	10	6
JS	<i>Juncus subsecundus</i>	Swamp Club Rush	vro cells	5	6
RD	<i>Rhynchospora kunthii</i>	Burdick	vro cells	5	6
JF	<i>Juncus flavatus</i>	Yellow Rush	hiko	10	6
JS	<i>Juncus subsecundus</i>	Rush	hiko	10	8
Total Ephemeral marsh planting					10165

**PLANNING AND ENVIRONMENT ACT**  
**CITY OF HUNTERS HILL**

**PLANNING SCHEME**  
 Plan referred to in Permit to use and/or development land.

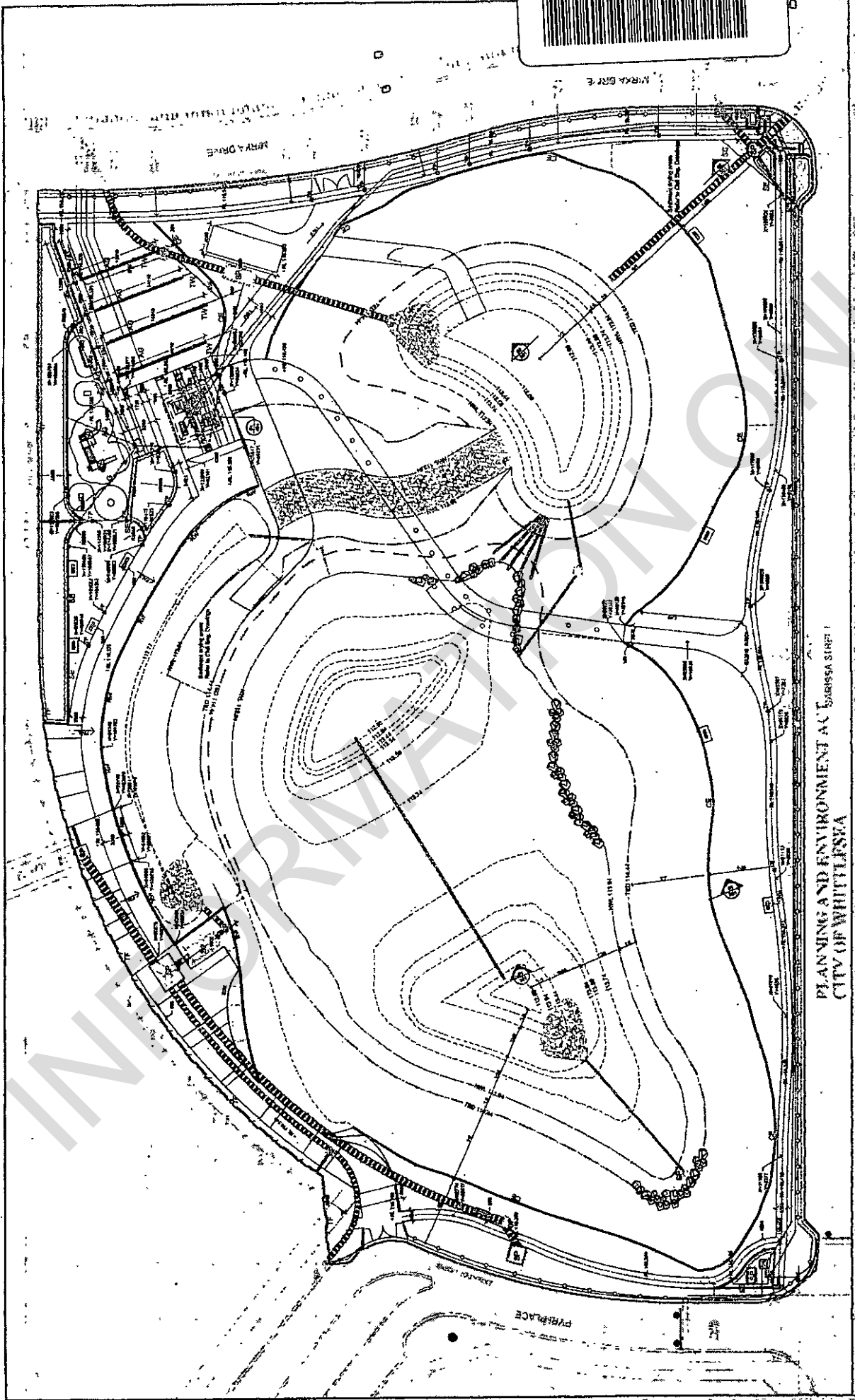
Application No. 211/2012 / 2012  
 Sheet 3 of 12  
 Date Issued 25/12/2012  
 Town Planner

**FOR APPROVAL**  
 ABM GROUP PTY LTD.  
 MOBAC LIVING WETLANDS  
 SARUSSA STREET, LALOR

**PLANT SCHEDULE**  
 Item No. 1  
 Date 28/04/2011  
 SM10088

# AJ834458Y

02/08/2012 \$110.30 173



PLANNING AND ENVIRONMENT ACT  
 CITY OF WHITELSEA

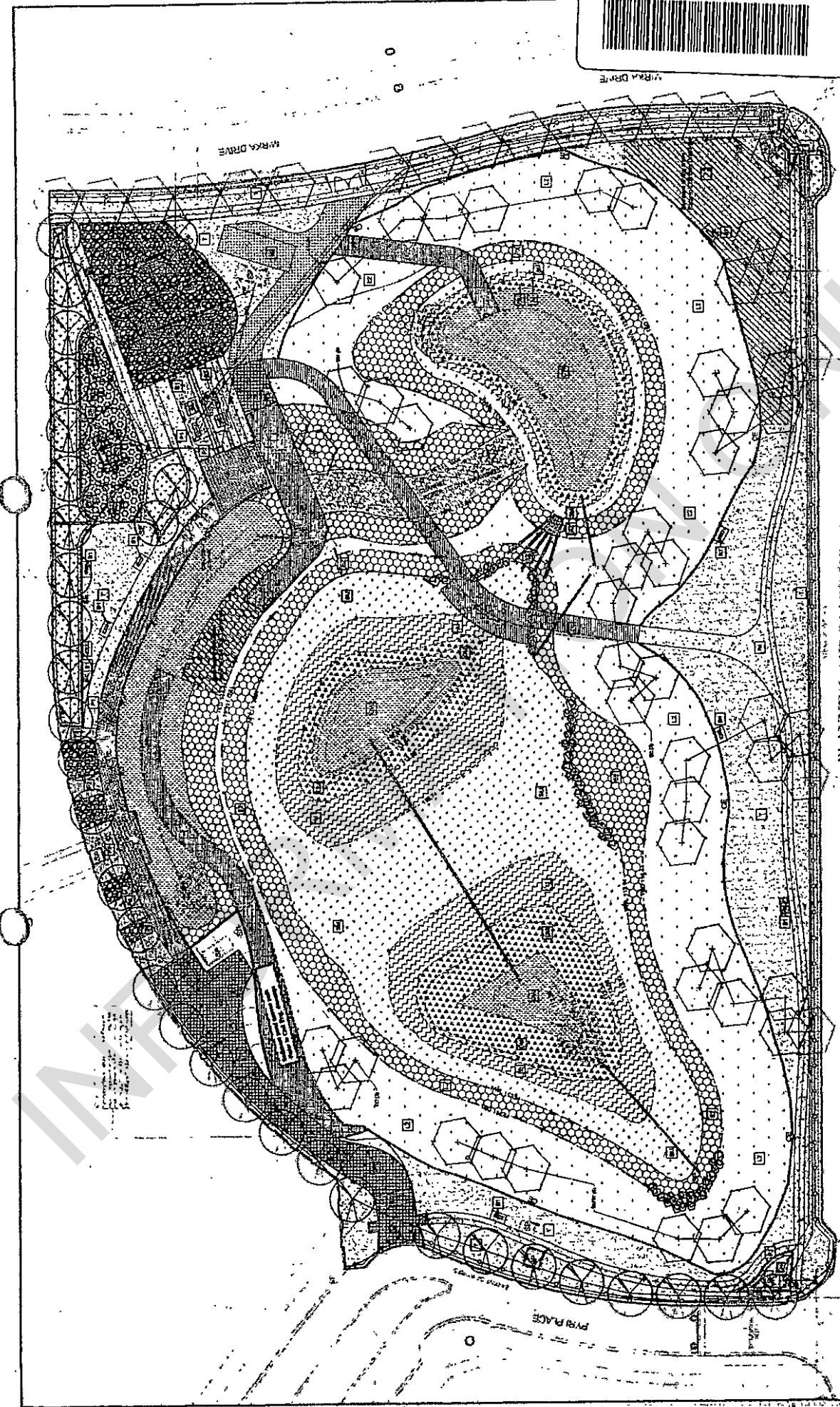
**PLANNING SCHEME**  
 Plan referred to in Permit to-use  
 and/or develop land.  
 Application No. 711811/condition #4  
 Sheet 4 of 12  
 Date Published 25/12/2010  
 Town Plan 12/11/2011

<b>FOR APPROVAL:</b> ASAH GROUP PTY LTD. MOSAIC LIVING WETLANDS SARISSA STREET, LALOR		<b>SETOUT &amp; GRADING PLAN:</b> Date: 02/08/2012 Drawn: ASH Checked: SM10068 DC: LA101 D
<b>PROJECT NAME:</b> MOSAIC LIVING WETLANDS SARISSA STREET, LALOR		<b>PROJECT NO.:</b> SM10068
<b>PROJECT LOCATION:</b> SARISSA STREET, LALOR		<b>PROJECT SHEET:</b> LA101 D

NO.	REVISION	DATE	BY	CHKD BY

# AJ834458Y

02/08/2012 \$110.30 173



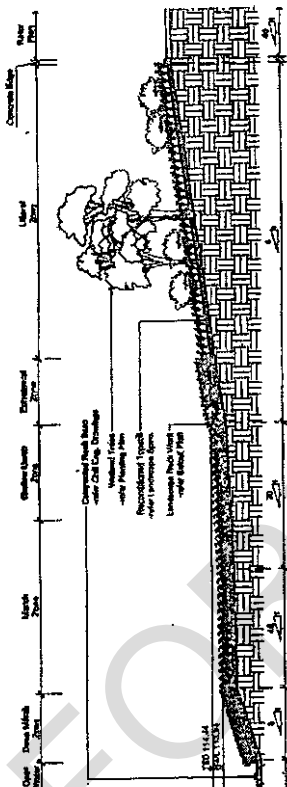
<p><b>NOTE:</b> Absolutely no planting to occur below RL 113.44 (m below Mean High Water) in the wetland area.</p>		<p><b>FOR APPROVAL</b> SURFACE FINISHES &amp; PAINTING PLAN</p>	
<p><b>PLANNING SCHEME</b> Plan referred to in permit to use and/or develop land</p>		<p><b>ABAH GROUP PTY LTD</b></p>	
<p>Application No: <b>11/11/2012</b></p>		<p><b>MOSAIC LIVING WETLANDS</b> SARISSA STREET, LALOR</p>	
<p>Sheet: <b>3</b> of <b>10</b></p>		<p>SMH 0068</p>	
<p>Date Issued: <b>15/11/2011</b></p>		<p>LA201 D</p>	
<p>Town Planner: <b>[Signature]</b></p>		<p>Date: <b>11/11/2011</b></p>	

PIVA DRIVE - SUBMITTAL FROM CONTACT

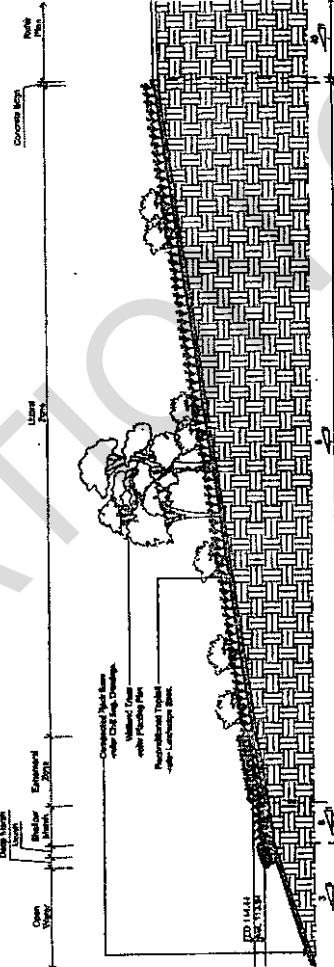
WATER

AJ834458Y

02/08/2012 \$110.30 173



01 TYPICAL WETLAND POND 1 TREATMENT  
SCALE 1:100



02 TYPICAL SEDIMENTATION POND 1 TREATMENT  
SCALE 1:100

PLANNING AND ENVIRONMENT ACT  
CITY OF WHITFLESEA

Place referred to in Permit for Use

and/or develop land.  
Application No 7116/1/condition #4

Sheet 6 of 12

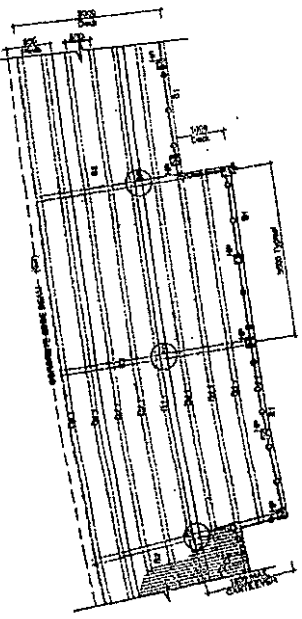
Date Issued 25/12/2010

Drawn by [Signature]

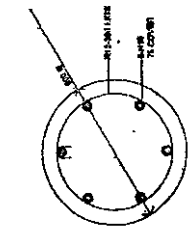
<p>PLANNING AND ENVIRONMENT ACT CITY OF WHITFLESEA</p>	<p>FOR APPROVAL ABAH GROUP PTY LTD</p>	<p>SECTIONS 01</p>
<p>Application No 7116/1/condition #4</p>	<p>MOSAIC LIVING WETLANDS BARISSA STREET, LALOR</p>	<p>SM10068 LA301 C</p>
<p>Sheet 6 of 12</p>	<p>Date Issued 25/12/2010</p>	<p>Drawn by [Signature]</p>

# AJ834458Y

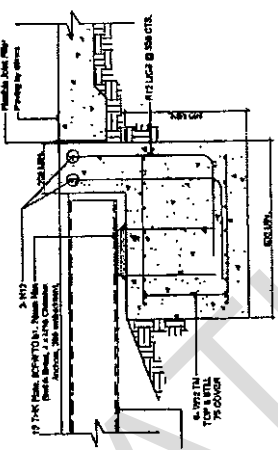
02/08/2012 \$110.30 173



02 DECK & JETTY - DETAIL STRUCTURAL PLAN  
SCALE 1:50

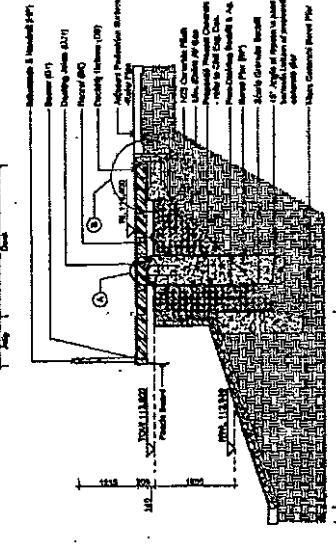


05 BP DETAIL (N32 CONCRETE)  
SCALE 1:10

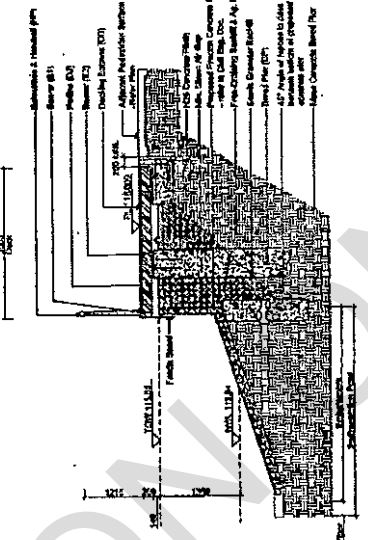


B DETAIL B  
SCALE 1:10

A DETAIL A  
SCALE 1:10



03 DECK & JETTY - TYPICAL SECTION  
SCALE 1:50



04 DECK - TYPICAL SECTION  
SCALE 1:50

NO.	DESCRIPTION	QUANTITY	UNIT
1	REINFORCEMENT BARS	...	...
2	CONCRETE	...	...
3	...	...	...
4	...	...	...
5	...	...	...
6	...	...	...
7	...	...	...
8	...	...	...
9	...	...	...
10	...	...	...

**NOTICE:**  
 All steel components including beams, joists, brackets, angles and hardware are to be stainless steel CR not dipped galvanized.  
 All timber components are to be Class 2 naturally seasoned OR recycled hardwoods.  
 There are to be finished at various levels, (check heights of leveling points in Appendix C, 2nd-4th).  
 Concrete depth is to be 100mm (100mm less required clay with an alternative leveling principle of 100mm minimum).  
 All Concrete to comply with AS 4783  
 All Timber to comply with AS 3600  
 All Timber to comply with AS 1720.

## PLANNING AND ENVIRONMENT ACT CITY OF WHITTLESEA

### PLANNING SCHEME

Plan referred to in Permit to use and/or development:  
 Application No. 115/2010/00000 #4  
 Sheet 7 of 12  
 Date of issue 25/12/2010  
 Drawn by [Signature]  
 Checked by [Signature]  
 Date 14/11/2010

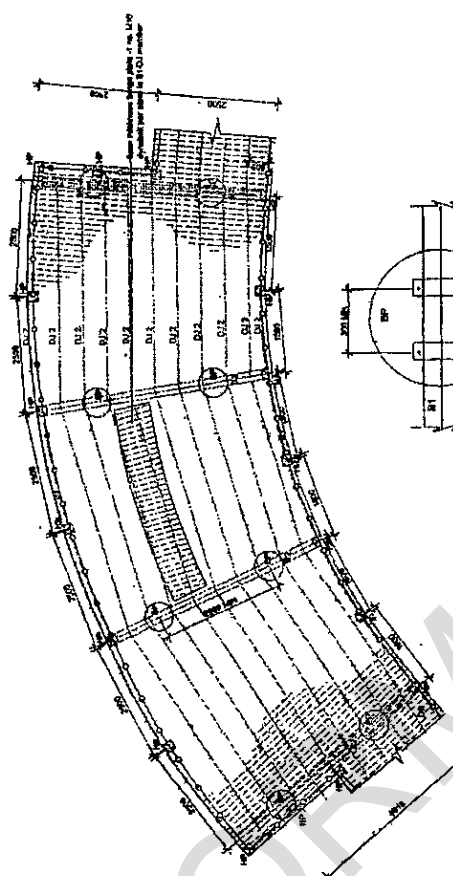
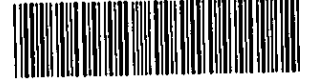
Project Name	DECK DETAILS
Client	ABAH GROUP PTY LTD
Project No.	SM10068
Drawn By	[Signature]
Checked By	[Signature]
Date	25/12/2011
Scale	AS PER SECTION
Sheet No.	LA01 E

FOR APPROVAL	ABAH GROUP PTY LTD
Project Name	MOSAIC LIVING WETLANDS
Address	SARASSA STREET, UNLOR

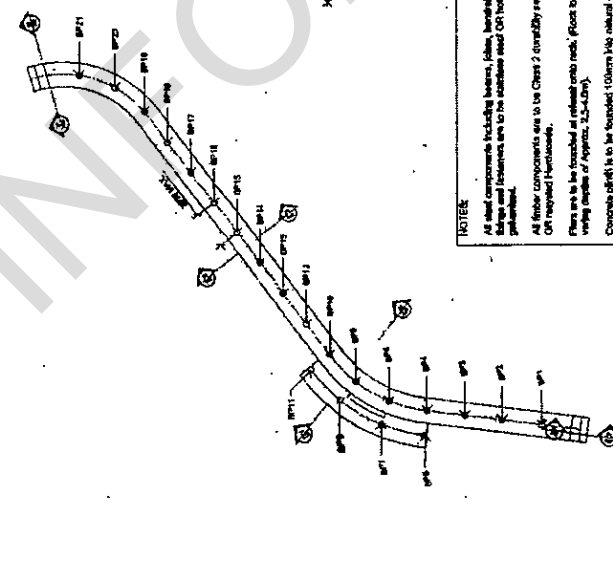
Project Name	DECK DETAILS
Client	ABAH GROUP PTY LTD
Project No.	SM10068
Drawn By	[Signature]
Checked By	[Signature]
Date	25/12/2011
Scale	AS PER SECTION
Sheet No.	LA01 E

AJ834458Y

02/08/2012 \$110.30 173

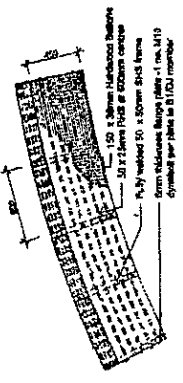


02 BOARDWALK - PLAN SCALE 1:50



01 BOARDWALK - TYPICAL SECTION SCALE 1:20

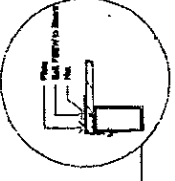
NOTE:  
All steel components including joists, plates, brackets, bases and fasteners are to be stainless steel OR hot dip galvanized OR treated hardwood.  
All finish components are to be Class 2 durability seasoned OR treated hardwood.  
Plans are to be finished at least with red. (Pine treated at varying degrees of approx. 3.5-4.0m).  
Concrete joists to be finished (others may natural grey with an adequate bearing pressure of 100MPa (17kN/m<sup>2</sup>)).  
All timbers to comply with AS 2100  
All timbers to comply with AS 1720.



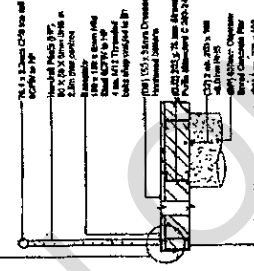
07 BENCH SEAT DETAIL SCALE 1:20



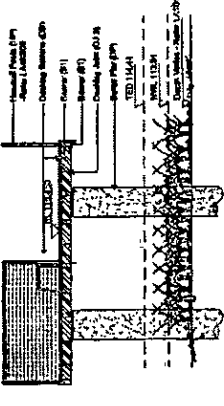
06 CONCRETE BEAM DETAIL SCALE 1:20



05 BALLSTRADE DETAIL SCALE 1:20



04 BOARDWALK & JETTY - TYPICAL SECTION SCALE 1:50



03 BOARDWALK - TYPICAL SECTION SCALE 1:50

PLANNING AND ENVIRONMENT ACT  
CITY OF WHITFRESH

PLANNING SCHEMIS  
Plan referred to in Permit to use and/or develop land.  
Application No. 111311/condition #4  
Sheet 6 of 12  
Date Permitted 25/2/2010  
Town Planning Unit

FOR APPROVAL  
ABAH GROUP PTY LTD  
MOSAIC LIVING WETLANDS  
SARUSSA STREET, LALOR

DATE PERMITTED 25/2/2010

SM10068 LA402 E

# AJ834458Y

02/08/2012 \$110.30 173



## PLANNING AND ENVIRONMENT ACT CITY OF WHITILESEA

### PLANNING SCHEME Plan referred to in Permit to use and/or develop land.

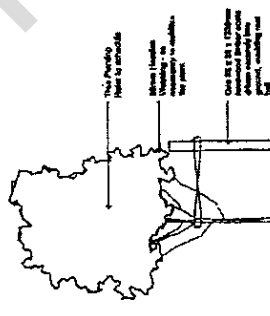
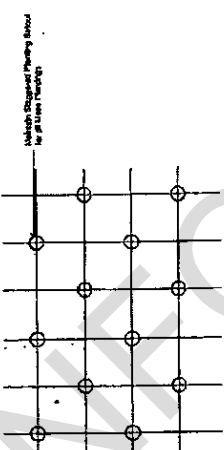
Application No. 711811/condition #4

Sheet 12 of 12

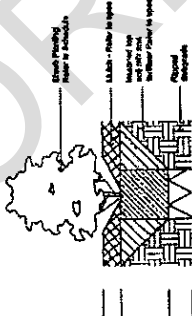
Date Plan Issued 28/12/2010

Date 14/1/2011

Town Planner



01 TREE PLANTING  
SCALE 1:10



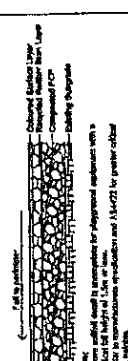
02 MASS PLANTING  
SCALE 1:10



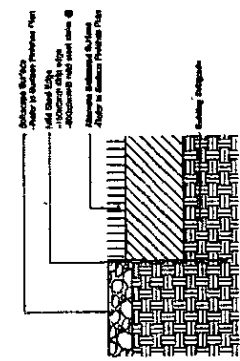
03 PAVEMENT TYPE 1 AND 2  
SCALE 1:10



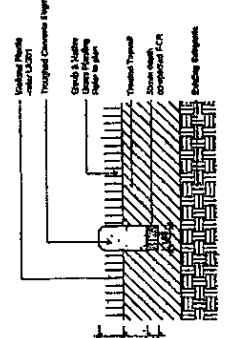
04 INDUSTRIAL PAVEMENT TYPE 1 AND 2  
SCALE 1:10



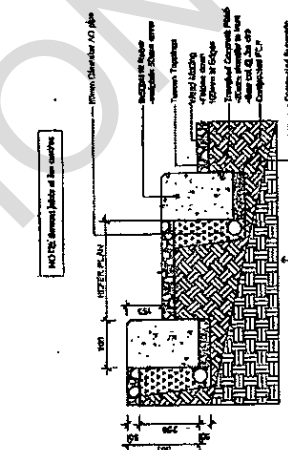
05 WETPOUR SOFTFALL PAVEMENT  
SCALE 1:10



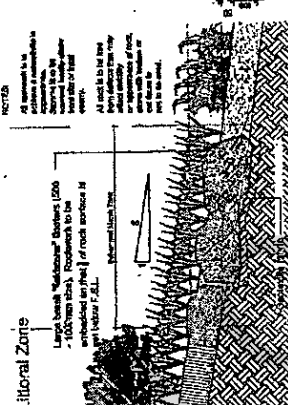
06 STEEL EDGING  
SCALE 1:10



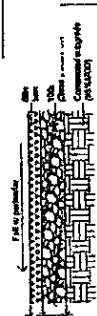
07 CONCRETE WETLAND EDGING  
SCALE 1:10



08 TERRACE WALL  
SCALE 1:10



09 LANDSCAPE ROCKWORK  
SCALE 1:10



10 GRAVEL PAVEMENT  
SCALE 1:10

<p>FOR APPROVAL</p> <p>ABAH GROUP PTY LTD</p> <p>MOSAIC LIVING WETLANDS SARISSA STREET, LALOR</p>		<p>DETAILS 03</p> <p>DATE RECEIVED</p> <p>DATE</p> <p>SM10058</p> <p>LA403 C</p>
<p>4115 11A 03</p>		<p>DATE</p> <p>SCALE</p> <p>BY</p> <p>CHECKED BY</p> <p>APPROVED BY</p>

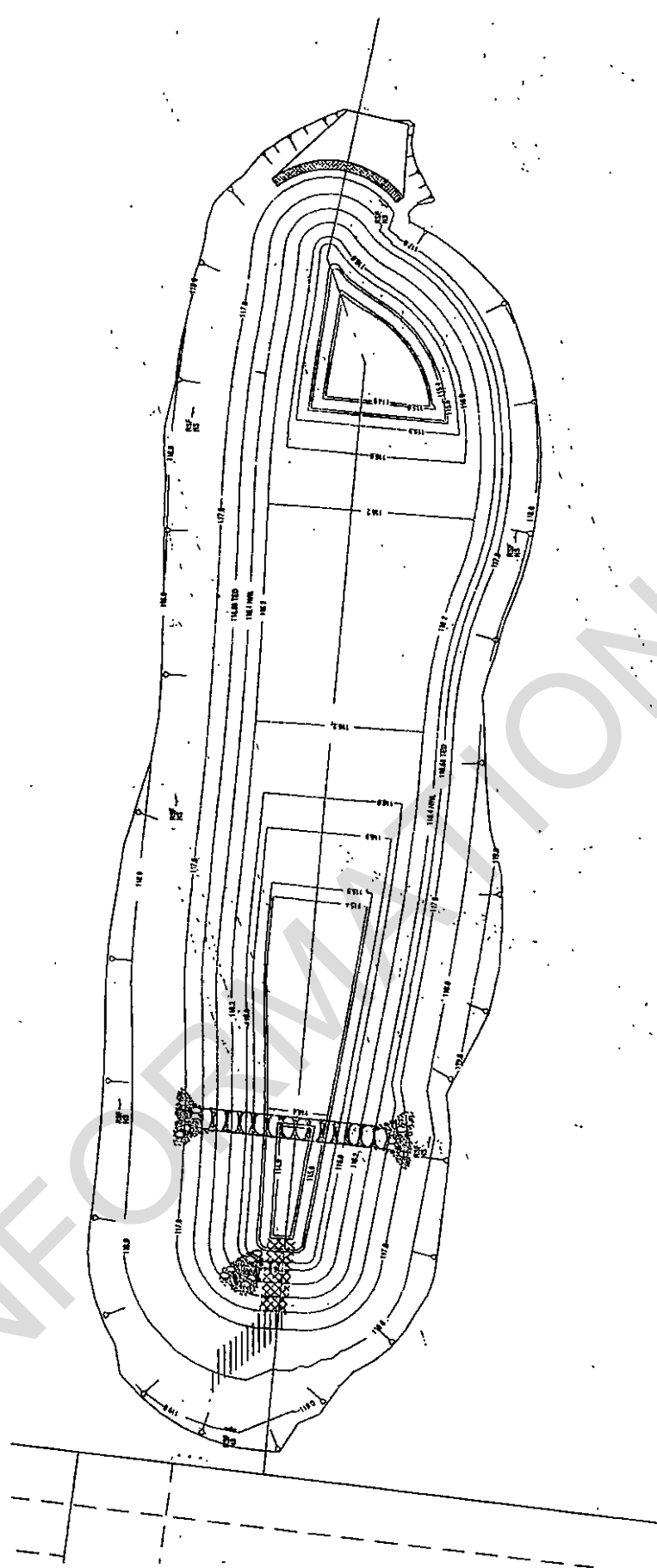












**SIGN SCHEDULE**

NO.	TYPE
1	W-100 WARNING SIGN
2	W-101 WARNING SIGN

**WARNING**  
 BEWARE OF UNDERGROUND SERVICES  
 THE LOCATIONS OF UNDERGROUND SERVICES ARE APPROXIMATE ONLY AND THEIR EXACT POSITION SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO ANY WORK. ALL UNDERGROUND SERVICES ARE SHOWN ON THE AS-BUILT DRAWINGS AND RECORDS.

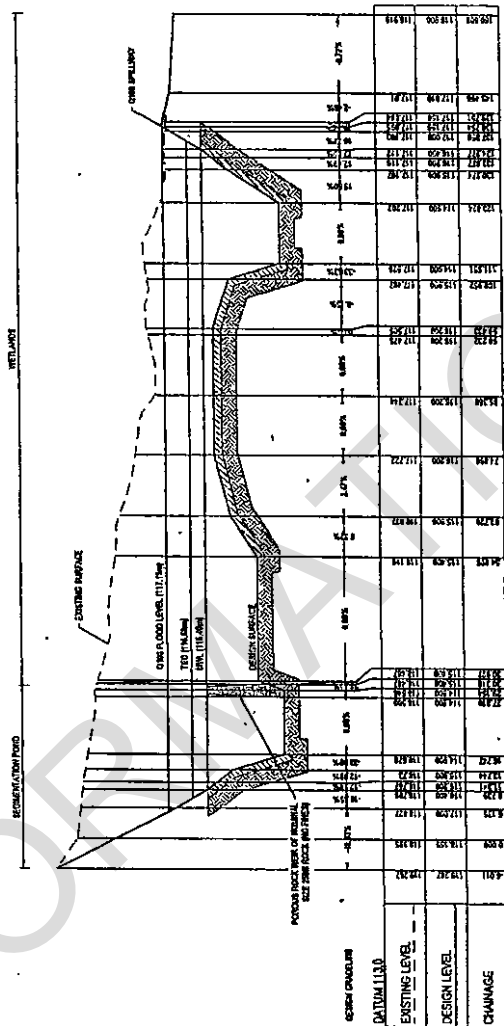
**WARNING**  
 PROPOSED SERVICES  
 THE LOCATIONS OF PROPOSED SERVICES ARE APPROXIMATE ONLY AND THEIR EXACT POSITION SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO ANY WORK. ALL PROPOSED SERVICES ARE SHOWN ON THE AS-BUILT DRAWINGS AND RECORDS.

**CITY OF WHITTLESEA**  
 DEVELOPMENT ENGINEER  
 PS - 6342231  
 DATE

**AJ834458Y**  
 02/08/2012 \$110.30 173



<p><b>MOSAIC LIVING ESTATE</b>                  STAGE 10                  WHITTLESEA CITY COUNCIL                  WHITTLESEA SIGNAGE PLAN</p>		<p>3702-10 MIE151</p>
<p><b>FOR CONSTRUCTION</b></p>		<p>01</p>
<p>PROJECT: MOSAIC LIVING ESTATE                  STAGE 10                  WHITTLESEA CITY COUNCIL                  WHITTLESEA SIGNAGE PLAN</p>	<p>CLIENT: ADAM GROUP PTY LTD.</p>	<p>DATE: 02/08/2012</p>
<p>DESIGNED BY: [Name]</p>	<p>CHECKED BY: [Name]</p>	<p>SCALE: AS SHOWN</p>
<p>DATE: 02/08/2012</p>	<p>DATE: 02/08/2012</p>	<p>SCALE: AS SHOWN</p>
<p><b>MOSAIC</b></p>		
<p>SCALE 1:500 AT ORIGINAL SIZE</p>		

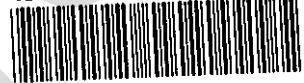


WETLANDS - LONGITUDINAL SECTION

WHITLESSEA  
 SPECIFICATIONS  
 SECTION 15  
 1988  
 P.S. - 634223  
 R. Paul Bolis  
 R. Paul Bolis/ENGINEER  
 DATE

**AJ834458Y**

02/08/2012 \$110.30 173



PROJECT: MOSAIC LIVING ESTATE  
 STAGE 10  
 WHITLESSEA CITY COUNCIL  
 WETLANDS LONGITUDINAL SECTIONS  
 3702-10 MIE-408 00

CLIENT: ABAH GROUP PTY. LTD.  
 PROJECT: AS SHOWN  
 FOR CONSTRUCTION

DATE: 02/08/2012  
 PRICE: \$110.30  
 QUANTITY: 173

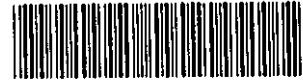
LEGEND:  
 1:10H 0 1 2 3 4 5m  
 1:50V 0 0.5 1.0 1.5 2.0 2.5m  
 SCALE: USE HORIZONTAL SCALE FOR HORIZONTAL DIMENSIONS AND VERTICAL SCALE FOR VERTICAL DIMENSIONS

# AJ834458Y

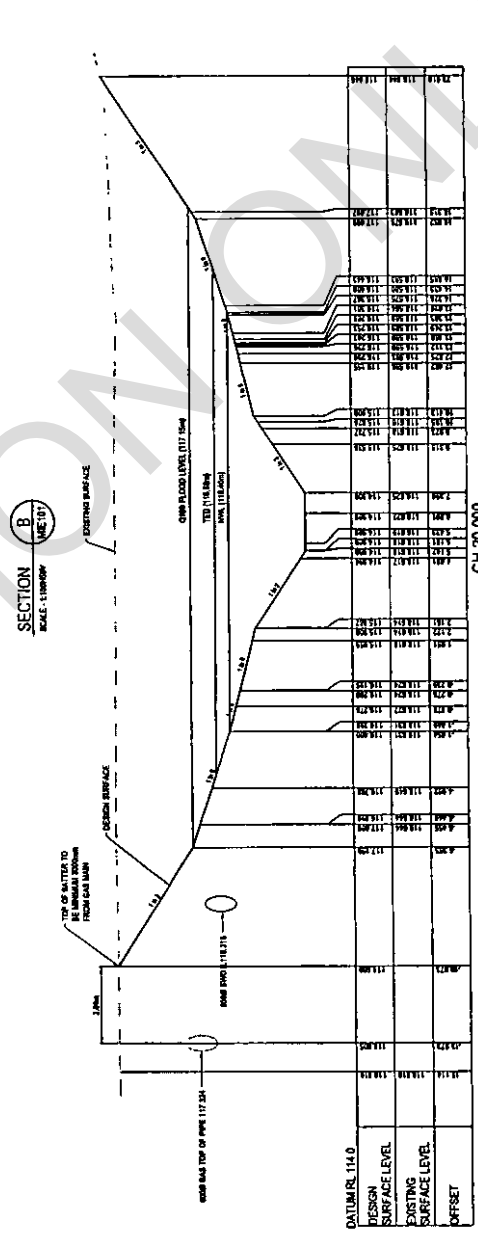
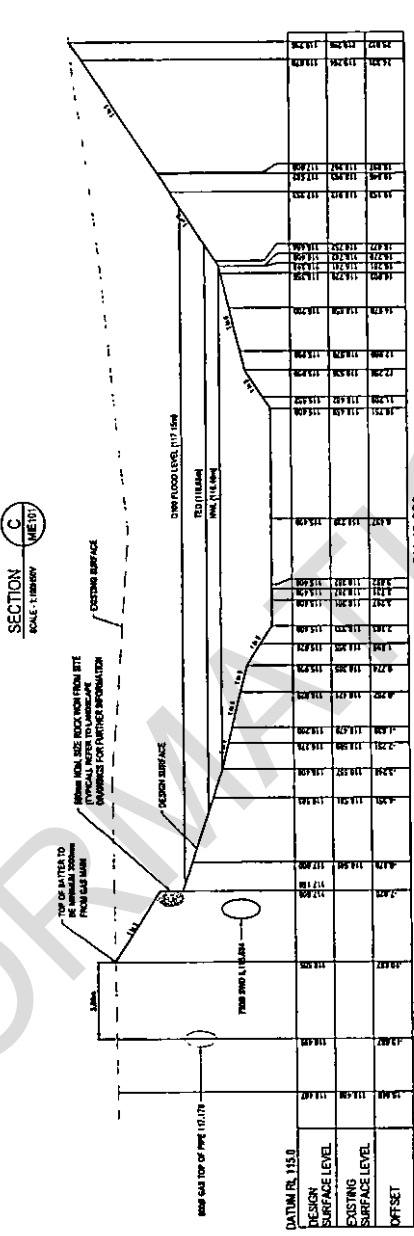
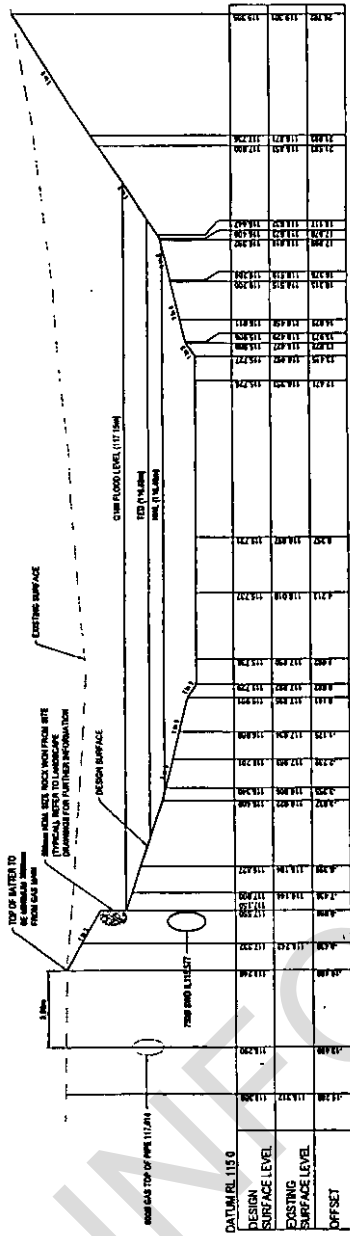
02/08/2012

\$110.30

173

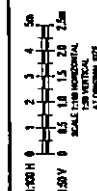


3702-10 MIE-009  
01



MOSAIC LIVING ESTATE  
STAGE 10  
WHITLESEA CITY COUNCIL  
WETLAND CROSS SECTIONS  
SHEET 1 OF 2

ABAH GROUP PTY. LTD.  
FOR CONSTRUCTION



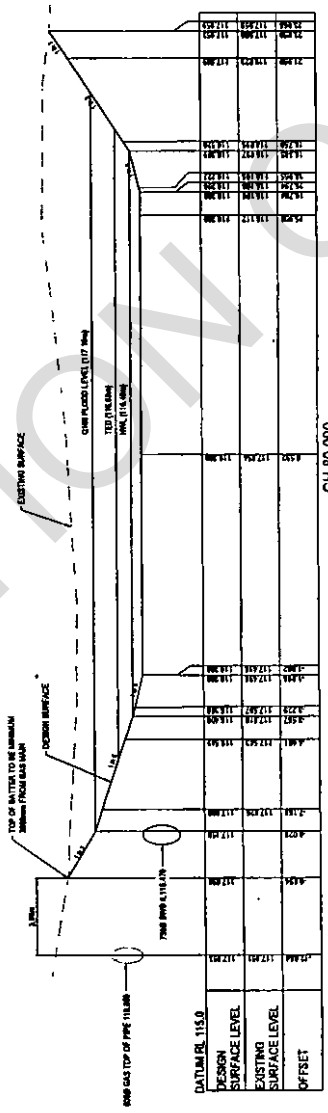
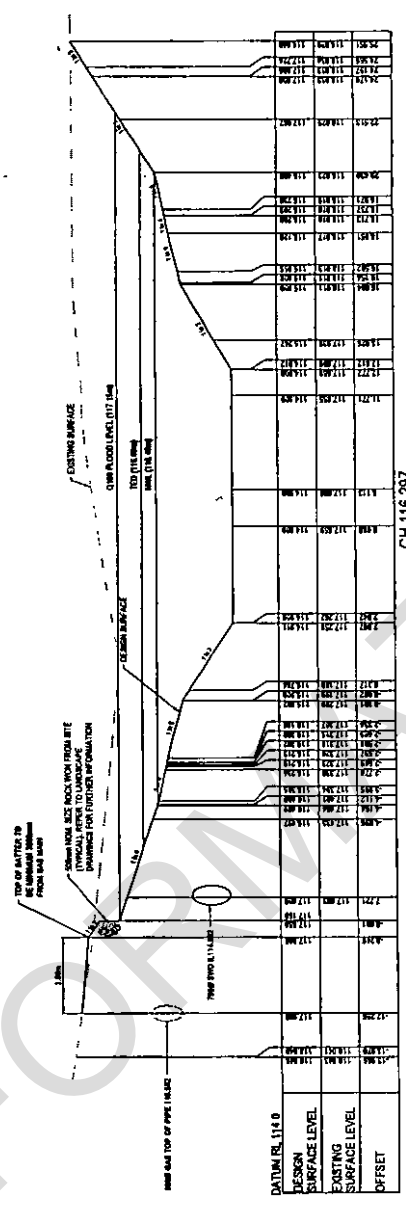
NO.	DATE	BY	CHKD	APP'D	REVISION

# AJ834458Y

02/08/2012

\$110.30

173



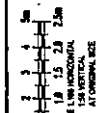
**ADAM GROUP PTY. LTD.**  
100/100 WILLOW STREET, WILLOW, VIC 3177  
 PHONE 03 9454 1000  
 FAX 03 9454 1001  
 WWW.ADAMGROUP.COM.AU

**MOSAIC**  
100/100 WILLOW STREET, WILLOW, VIC 3177  
 PHONE 03 9454 1000  
 FAX 03 9454 1001  
 WWW.MOSAIC.COM.AU

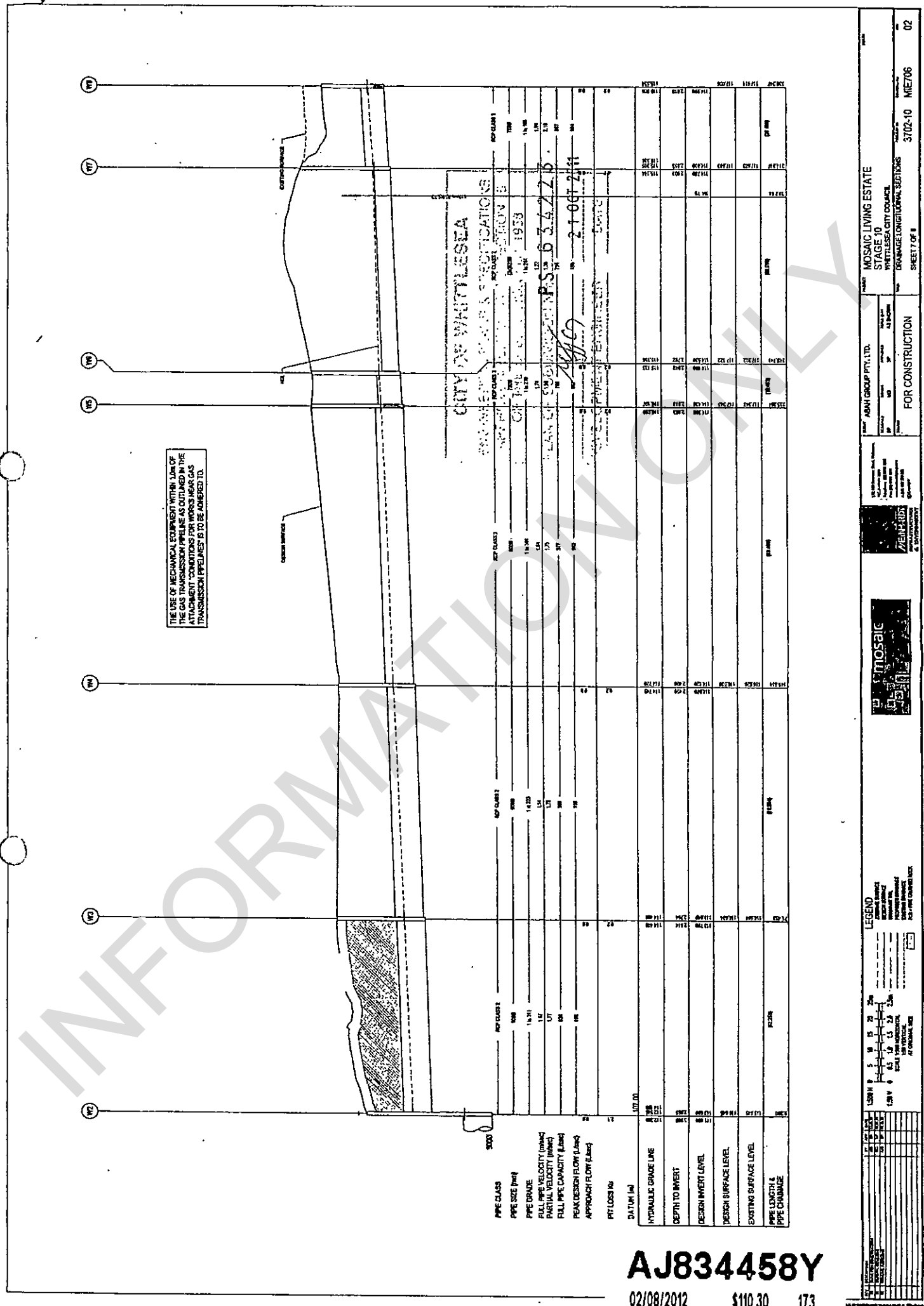
**MOSAIC LIVING ESTATE**  
**STAGE 10**  
 WILLOWESIA CITY COUNCIL  
 WILLOW CROSS SECTIONS  
 SHEET 2 OF 2

**FOR CONSTRUCTION**

DATE: 02/08/2012  
 SCALE: 1:1000  
 SHEET NO: 01



NO.	REV.	DATE	BY	CHKD.	DESCRIPTION



CITY OF WHITLESZA  
 SEWERAGE MAINS SPECIFICATIONS  
 SPECIFICATION SECTION 5  
 OF THE SEWERAGE ACT 1958  
 PLAN OF SEWERAGE MAINS PS 5 3 4 2 2 5  
 21-06-2011

PIPE CLASS	5000	PER CLASS 1	5000
PIPE SIZE (mm)	1500	PER CLASS 2	1500
PIPE GRADE	1:400	PER CLASS 3	1:400
FULL PIPE VELOCITY (mm/s)	1.0	PER CLASS 4	1.0
PARTIAL VELOCITY (mm/s)	0.75	PER CLASS 5	0.75
FULL PIPE CAPACITY (L/s)	100	PER CLASS 6	100
PEAK DESIGN FLOW (L/s)	100	PER CLASS 7	100
APPROACH FLOW (L/s)	100	PER CLASS 8	100
PIT LOSS (L/s)	100	PER CLASS 9	100

ITEM	DESCRIPTION	QUANTITY	UNIT	DATE
1	DATUM	1	POINT	21/06/11
2	HYDRAULIC GRADE LINE	1	LINE	21/06/11
3	DEPTH TO INVERT	1	LINE	21/06/11
4	DESIGN INVERT LEVEL	1	LINE	21/06/11
5	DESIGN SURFACE LEVEL	1	LINE	21/06/11
6	EXISTING SURFACE LEVEL	1	LINE	21/06/11
7	PIPE LENGTH & PIPE CHANGE	1	LINE	21/06/11

AJ834458Y

02/08/2012     \$110.30     173

**LEGEND**

- Sewerage Main
- Proposed Sewerage Main
- Existing Sewerage Main
- Proposed Sewerage Main
- Existing Sewerage Main
- Proposed Sewerage Main
- Existing Sewerage Main

PROJECT: **MOSAIC LIVING ESTATE**  
 STAGE 10  
 WHITLESZA CITY COUNCIL

FOR CONSTRUCTION

DATE: 21/06/11  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

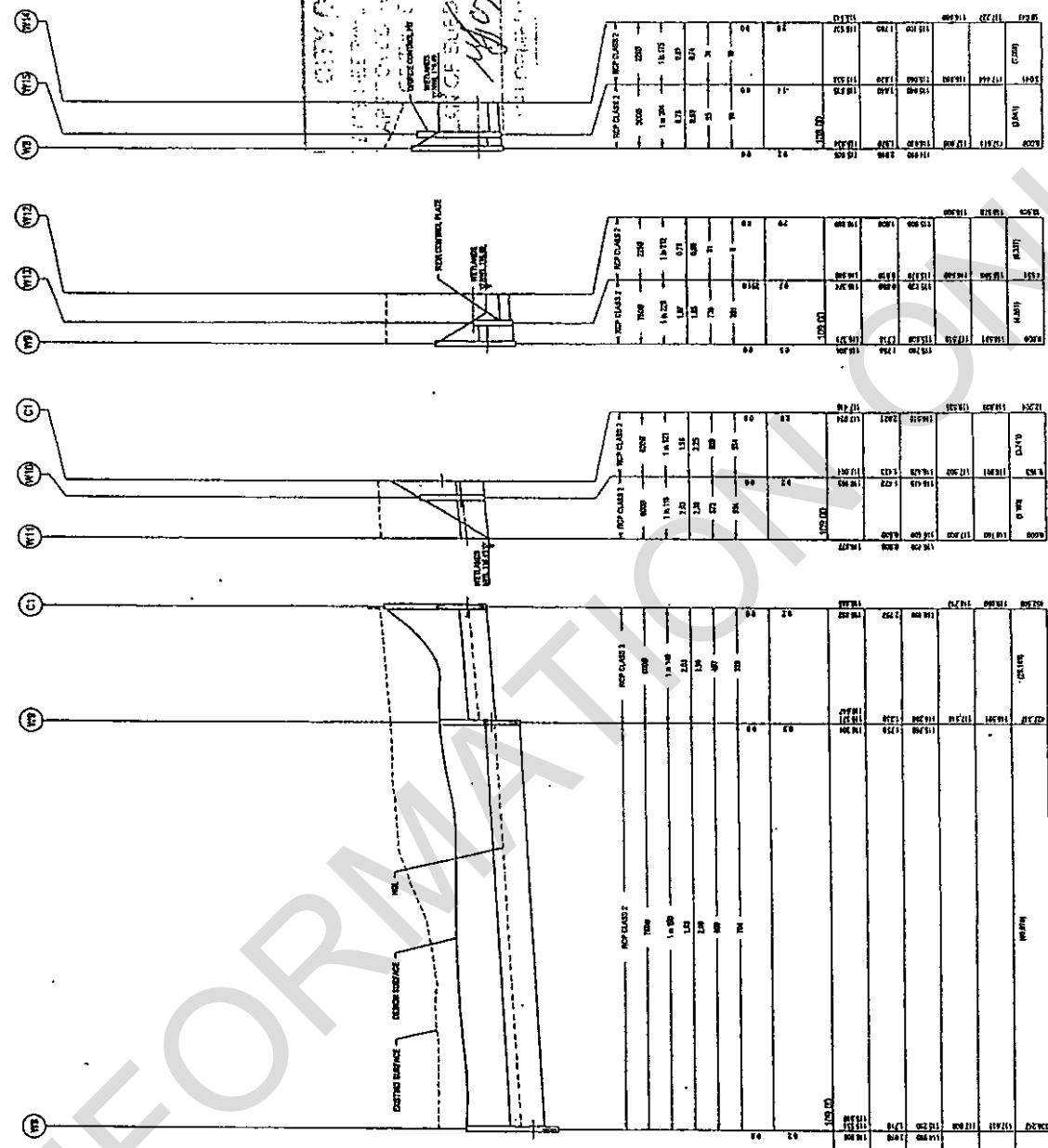
NO. 3702-10 MIE706  
 SHEET 8 OF 8

**AJ834458Y**

02/08/2012 \$110.30 173



CITY OF WHITFORD  
 ENGINEERING & CONSULTANTS  
 2010  
 PROJECT NO. 1086  
 PS. 5322  
 21 OCT 2011



PIPE CLASS

PIPE SIZE (mm)	100
PIPE GRADE	1:40
FULL PIPE VELOCITY (m/sec)	1.5
PARTIAL VELOCITY (m/sec)	1.0
FULL PIPE CAPACITY (Litres)	1.5
PEAK DESIGN FLOW (Litres)	1.5
APPROXIMATE FLOW (Litres)	1.5
PT LOSS (Kv)	0.5

DATA TABLE

NO.	DATE	DESCRIPTION	BY	CHECKED
1	02/08/2012	ISSUED FOR CONSTRUCTION		

LEGEND

SYMBOL	DESCRIPTION
(Solid line)	SEWERAGE GRADE LINE
(Dashed line)	EXISTING GRADE
(Dotted line)	PROPOSED GRADE
(Circle with cross)	MANHOLE
(Circle with dot)	PIPE CHANGE

PROPERTY INFORMATION

PROJECT NO.	1086
DATE	02/08/2012
SCALE	AS SHOWN
PROJECT NO.	1086
DATE	02/08/2012

MOSAIC LIVING ESTATE  
 STAGE 10  
 WHITFORD CITY COUNCIL  
 SEWERAGE TREATMENT STATIONS

3702-10 MIE707 02

FOR CONSTRUCTION

ABAH GROUP PTY. LTD.

FOR CONSTRUCTION

AJ834458Y

02/09/2012 \$110.30 173



LINE	ITEM	QTY	UNIT	PRICE	TOTAL	DESCRIPTION
1	...	...	...	...	...	...
2	...	...	...	...	...	...
3	...	...	...	...	...	...
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99	...	...	...	...	...	...
100	...	...	...	...	...	...

LINE	ITEM	QTY	UNIT	PRICE	TOTAL	DESCRIPTION
1	...	...	...	...	...	...
2	...	...	...	...	...	...
3	...	...	...	...	...	...
4	...	...	...	...	...	...
5	...	...	...	...	...	...
6	...	...	...	...	...	...
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CITY OF WASHINGTON  
 ENGINEER'S SEAL & SPECIFICATIONS  
 OFFICE: 1100 15th St NW, Suite 1550  
 WASHINGTON, DC 20004  
 PS 634223  
 21 OCT 2011  
 DATE

MOSAIC LIVING ESTATE  
 STAGE 10  
 WASHINGTON CITY CORAL  
 CHANGE PFT SCHEDULE

FOR CONSTRUCTION

Mosaic Living Estate

ADAM GROUP PLY. LTD.

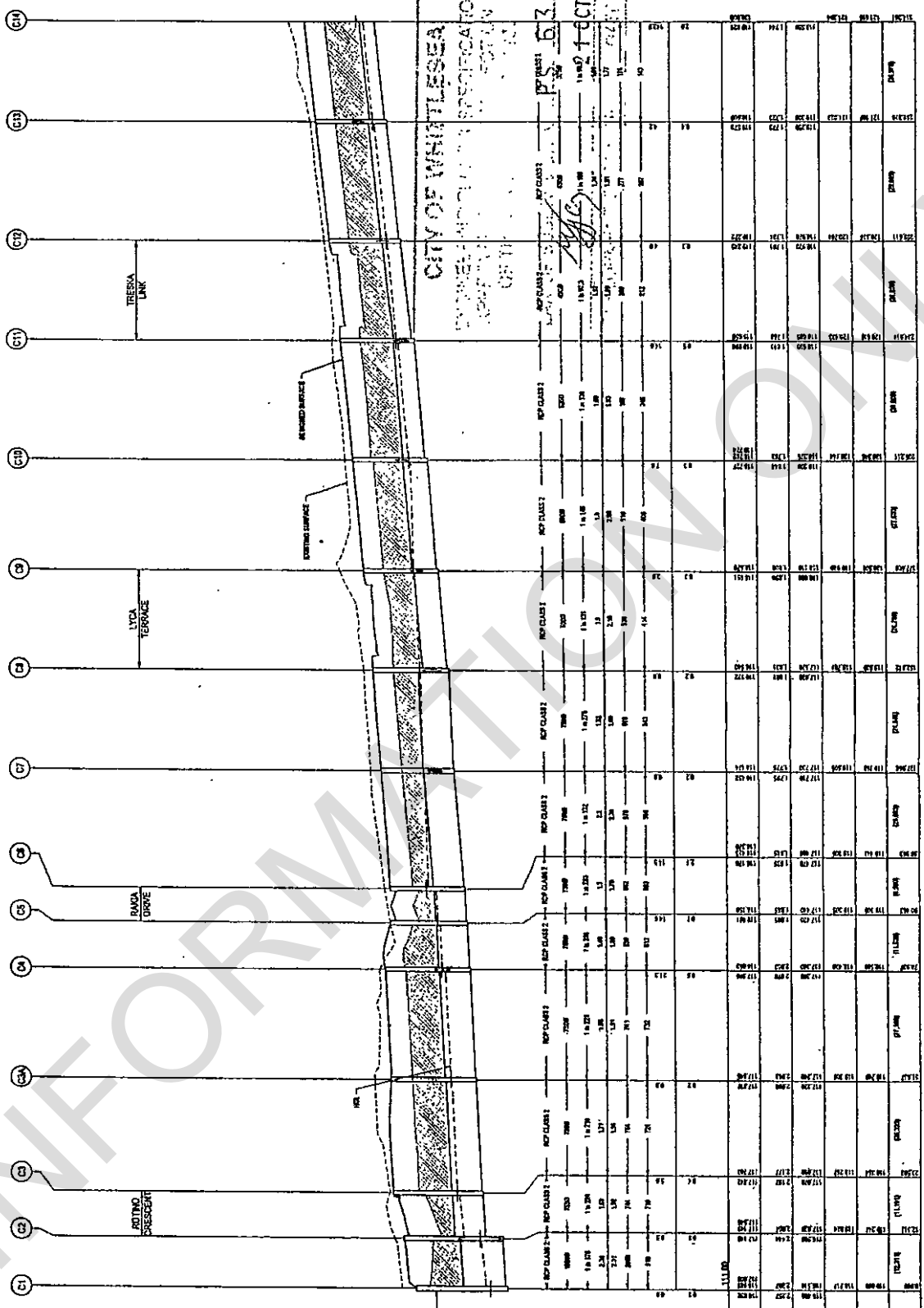
3702-10 MET/10 05

**AJ834458Y**

02/08/2012

\$110.30

173



PS B34223  
1882 OCT 2011

PIPE CLASS	PIPE SIZE (mm)	FULL PIPE VELOCITY (m/sec)	PARTIAL VELOCITY (m/sec)	FULL PIPE CAPACITY (L/sec)	PEAK DESIGN FLOW (L/sec)	APPROACH FLOW (L/sec)
150mm	150	1.20	0.80	1.80	1.80	1.80
100mm	100	1.20	0.80	0.80	0.80	0.80

STATION	PIPE CLASS	PIPE SIZE (mm)	FULL PIPE VELOCITY (m/sec)	PARTIAL VELOCITY (m/sec)	FULL PIPE CAPACITY (L/sec)	PEAK DESIGN FLOW (L/sec)	APPROACH FLOW (L/sec)
C1	150mm	150	1.20	0.80	1.80	1.80	1.80
C2	150mm	150	1.20	0.80	1.80	1.80	1.80
C3	150mm	150	1.20	0.80	1.80	1.80	1.80
C4	150mm	150	1.20	0.80	1.80	1.80	1.80
C5	150mm	150	1.20	0.80	1.80	1.80	1.80
C6	150mm	150	1.20	0.80	1.80	1.80	1.80
C7	150mm	150	1.20	0.80	1.80	1.80	1.80
C8	150mm	150	1.20	0.80	1.80	1.80	1.80
C9	150mm	150	1.20	0.80	1.80	1.80	1.80
C10	150mm	150	1.20	0.80	1.80	1.80	1.80
C11	150mm	150	1.20	0.80	1.80	1.80	1.80
C12	150mm	150	1.20	0.80	1.80	1.80	1.80
C13	150mm	150	1.20	0.80	1.80	1.80	1.80
C14	150mm	150	1.20	0.80	1.80	1.80	1.80

**LEGEND**

--- GRADE SURFACE  
--- PROPOSED SURFACE  
--- PROPOSED GRADE  
--- PROPOSED INVERT  
--- PROPOSED PIPE

--- 1:1 SLOPE  
--- 2:1 SLOPE  
--- 3:1 SLOPE

**SCALE**

1:100 HORIZONTAL  
1:20 VERTICAL

**DATE**

02/08/2012

**mosaic**

**CLIENT**

AMAR GROUP PTY. LTD.

**PROJECT**

MOSAIC LIVING ESTATE  
STAGE 10  
WHITLESEA CITY COUNCIL  
DRAINAGE LONGITUDINAL SECTIONS  
SHEET 13 OF 8

**FOR CONSTRUCTION**

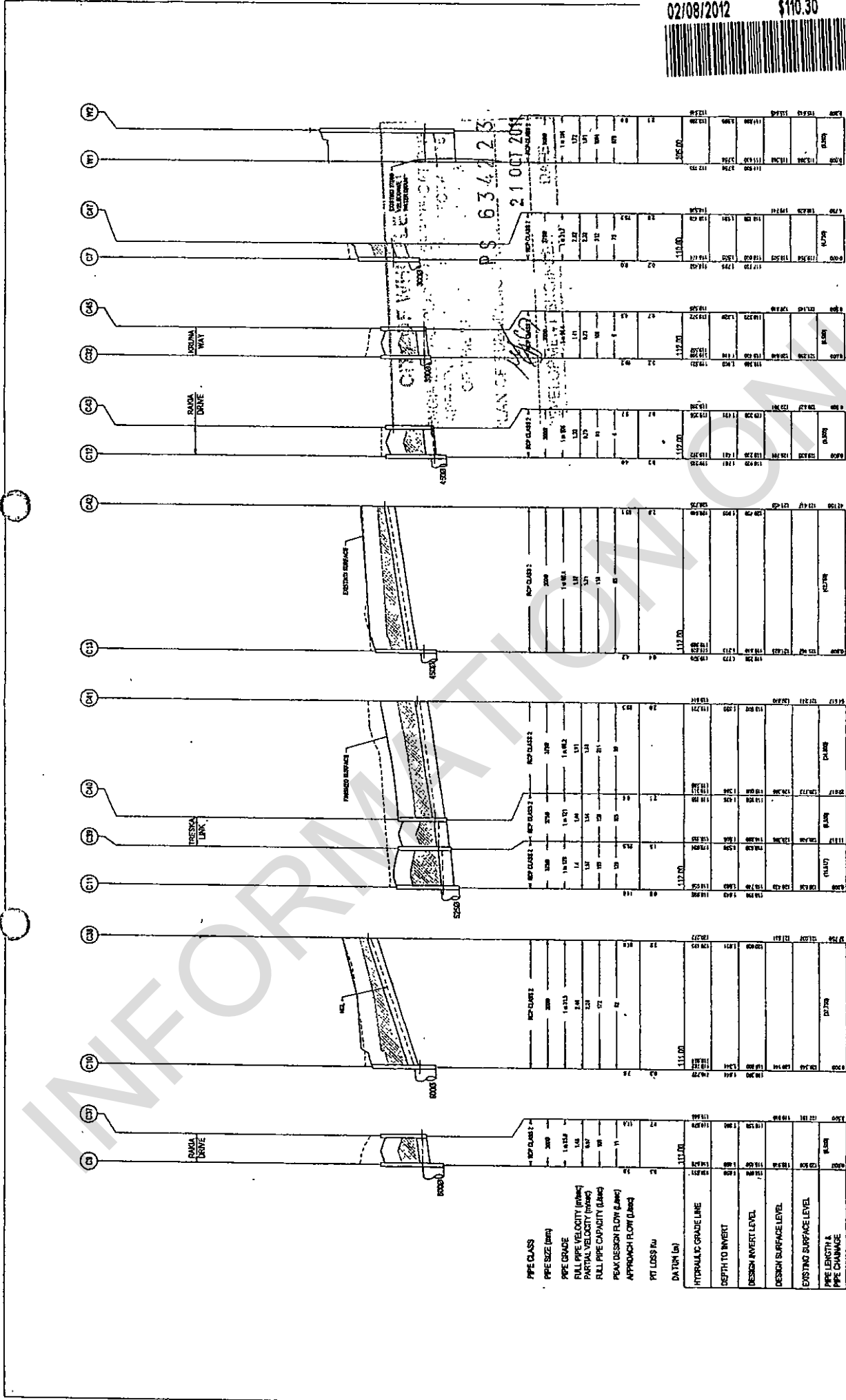
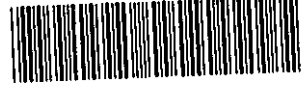
DATE: 02/08/2012

# AJ834458Y

02/08/2012

\$110.30

173



PIPE CLASS	PIPE SIZE (mm)	FULL PIPE VELOCITY (m/sec)	PARTIAL VELOCITY (m/sec)	FULL PIPE CAPACITY (L/sec)	PEAK DESIGN FLOW (L/sec)	APPROACH FLOW (L/sec)	PT LOSS RW	DATA (m)
REF CLASS 1	300	1.413	0.87	147	11	2	2	110.00
REF CLASS 2	375	1.662	1.01	181	14	3	3	112.70
REF CLASS 3	450	1.912	1.15	228	18	4	4	115.40

HYDRAULIC GRADE LINE	DEPTH TO INVERT	DESIGN INVERT LEVEL	DESIGN SURFACE LEVEL	EXISTING SURFACE LEVEL	PIPE LENGTH & PIPE CHANGE
110.00	0.80	109.20	110.00	110.00	110.00
112.70	0.90	111.80	112.70	112.70	112.70
115.40	1.00	114.40	115.40	115.40	115.40

**MOSAIC LIVING ESTATE**  
**STAGE 10**  
 WHITLESEA CITY COUNCIL  
 DRAINAGE (CONITIONAL) SECTIONS  
 SHEET 6 OF 8

FOR CONSTRUCTION

DATE: 02/08/2012  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPR'D BY: [Name]

**mosaic**

**LEGEND**

1:500 H 0 5 10 15 20 25m  
 1:50 V 0 0.5 1.0 1.5 2.0 2.5m  
 1:50 B 0 0.5 1.0 1.5 2.0 2.5m

EXISTING SURFACE  
 PROPOSED SURFACE  
 PROPOSED GRADE LINE  
 PROPOSED INVERT  
 PROPOSED PIPE  
 PROPOSED MANHOLE

FOR THE CUSTOMER'S USE

3702-10 MIE705 03

**AJ834458Y**

02/08/2012 \$110.30 173



**PLAN NOTATIONS**

**Mosaic Living – Stage 10 Wetland (Whittlesea Gardens)**

1. Prior to any landscape works commencing, written confirmation from APA GasNet Australia must be provided to Council indicating that the authority has reviewed the landscape drawings and that the authority has no objection to the design or installation thereof.
2. The final alignment associated with the vehicular exclusion fence will be reviewed and determined at the landscape pre-commencement meeting including the location of informal pedestrian access gaps.
3. The pram crossing and path link south of lot 1039 (north of Rotino Crescent) must be deleted as there is no corresponding path within Whittlesea Gardens. All amendments to path links from the street network into the Whittlesea Gardens must be co-ordinated with Meinhardt and the civil contractor.
4. The design of the wetland must meet all Melbourne Water safety criteria.

**PLANNING AND ENVIRONMENT ACT  
CITY OF WHITTLESEA**

**PLANNING SCHEME**  
Plan referred to in Permit to use  
and/or develop land.

Application No. 712002 condition # 4

Sheet 1 of 8

Date Permit Issued 28/6/2011

Town Planner [Signature] Date 29/12/2011

**Attachment A**  
**4. Whittlesea Gardens Drainage**  
**Outfall & Wetland Landscaping Works**

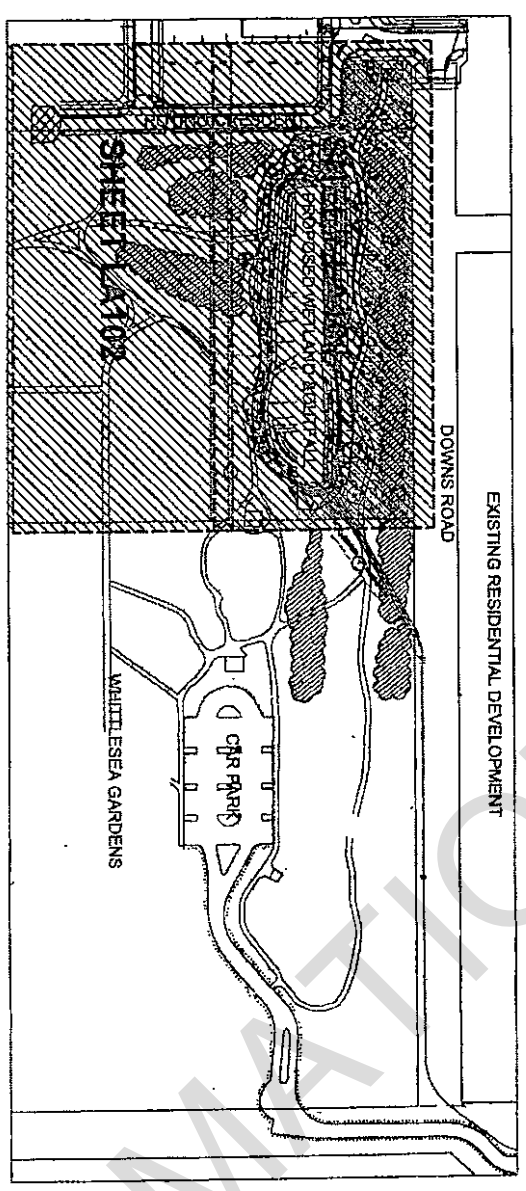
**MOSAIC LIVING WETLANDS STAGE 10**

LA000	TITLE SHEET & LEGEND
LA001	PLANT SCHEDULE
LA101	LANDSCAPE PLAN 01
LA102	LANDSCAPE PLAN 02
LA201	DETAILS 01
LA202	SECTION
LA203	DETAILS 02

**AJ834458Y**



**PLANNING AND ENVIRONMENT ACT**  
**CITY OF WHITTLESEA**  
**PLANNING SCHEME**  
 Plan referred to in Permit to use  
 and/or develop land.  
 Application No. 712002 condition #4  
 Sheet 2 of 8  
 Date of Permit Issued 28/6/2011  
 Town Planner [Signature] Date 29/10/2011



**SITE PLAN - SCALE 1:1000@A1, 1:2000@A3**

**NOTES:**  
 FOR DETAIL CIVIL ENGINEERING DESIGN +  
 GRADING, REFER TO MENHARDT PLAN NO.  
 ME101 DATED 30.05.2011

**LEGEND**  
**SCALE 1:250 @ A1, 1:500 @ A3**

	100 Year Water Level		Existing Tree to be retained
	Normal Water Level (NWL)		Existing Tree to be removed
	Total Proposed Drainage (TPD)		Existing Vegetation to be improved
	Existing Gull Lede		Existing Vegetation to be retained
	Surface Flow by Over Flow		Proposed Trees to be Planted
	Channel Flow Access Point by Over Flow		Temporary Trees to be Planted
	Roadway (Below TPD and NWL) by Over Flow		Lateral Zone (1:18.00 - 1:18.00m AHD)
	Thresh Edge		Embankment Zone (1:18.00 - 1:18.00m AHD)
	Existing grass path to be removed		Slope Stair Zone (1:18.00 - 1:18.00m AHD)
	Existing grass path to be retained		Open View Zone (Lower than 1:18.00m AHD)
	New grass path to be retained		Open View (Lower than 1:18.00m AHD)
	Proposed Concrete		Existing Cultural Systems (1:18.00m AHD)
	Existing Concrete		Hydroseed Driveway
	Landscape Soft Work		Dry Rock Wall
	Vehicle Excursion Fence		
	Vehicle Excursion Fence - Refer to Spec		
	Vehicle Excursion Gate		

**LEGEND**

**SITE MARKS**

**PRELIMINARY**

**MOAIC LIVING STAGE 10 WETLAND**

**ABAH PTY LTD**

**TITLE SHEET, LEGEND, & SITE PLAN**

**SM11080**

**LA000**

Code	Botanical Name	Common Name	Installation Size	Percentage of rnk (%)	Per Meter sq.	Per Meter Qty.	Total Qty.
RO	<i>Pennisetum polystachyon</i>	Banai Pondees	Who cells	50	2	2	820
VA	<i>Verbena americana</i>	Edg-rush	Who cells	50	2	2	820
Total Deep marsh planting							1040
<b>Total Shallow marsh planting</b>							
AN	<i>Amphibromus nervosus</i>	River stream/wetland grass	Who cells	5	2	2	82
AP	<i>Aeluropus pectinatus</i>	Yellow Pith	Who cells	5	4	4	165
BA	<i>Bambusa arundinacea</i>	Jointed flag-rush	Who cells	5	6	6	217
BAR	<i>Barringtonia speciosa</i>	Sea Club-rush	Who cells	5	4	4	165
BC	<i>Baccharis confertiflora</i>	Marsh Club-rush	Who cells	5	6	6	217
BM	<i>Bomarea speciosa</i>	Common Spike-sedge	Who cells	5	6	6	217
EA	<i>Echinochloa crusgalli</i>	Swamp Club Rush	Who cells	5	6	6	217
ESA	<i>Echinochloa crusgalli</i>	Rush	Who cells	5	15	15	485
JS	<i>Juncus acutiflorus</i>	River Club	Who cells	5	4	4	165
MO	<i>Muhlenbergia sp.</i>	Red Water Mill	Who cells	5	4	4	165
MC	<i>Myciophyllum sp.</i>	Amphibromus	Who cells	5	4	4	165
MS	<i>Muhlenbergia sp.</i>	Spike Club-rush	Who cells	5	5	5	185
SC	<i>Schoenoplectus purpurascens</i>	Buttercup	Who cells	5	6	6	217
RD	<i>Ruppia dentata</i>	Buttercup	Who cells	5	6	6	217
RI	<i>Ruppia dentata</i>	River Club - rush	Who cells	5	6	6	217
ST	<i>Schoenoplectus purpurascens</i>	Spike Club-rush	Who cells	5	6	6	217
VA	<i>Verbena americana</i>	Flowering marsh lower	Who cells	5	5	5	185
Total Shallow marsh planting							3873

Code	Botanical Name	Common Name	Installation Size	Percentage of rnk (%)	Per Meter sq.	Per Meter Qty.	Total Qty.
PC	<i>Pennisetum polystachyon</i>	Curly Leaf Pond weed	Who cells	15	4	4	351
PO	<i>Panicum polystachyon</i>	Banai Pond weed	Who cells	15	4	4	351
TP	<i>Typha latifolia</i>	Water Reeds	Who cells	15	4	4	351
OO	<i>Orchida ovata</i>	Swamp Lily	Who cells	25	6	6	685
ST	<i>Schoenoplectus purpurascens</i>	River Club - rush	Who cells	15	4	4	351
Total Deep marsh planting							2340

Code	Botanical Name	Common Name	Installation Size	Percentage of rnk (%)	Per Meter sq.	Per Meter Qty.	Total Qty.
AG	<i>Amphibromus nervosus</i>	Double pointed speargrass	n/a	10	5	5	284
CB	<i>Carex dichroperis</i>	Sedge	n/a	5	8	8	132
CH	<i>Cassida nemoralis</i>	Sedge	n/a	5	2	2	44
GT	<i>Carex laxiflora</i>	Basal Sedge	n/a	10	6	6	132
EA	<i>Echinochloa crusgalli</i>	Common Spike-sedge	n/a	10	6	6	284
JA	<i>Juncus encephalus</i>	Yellow Rush	n/a	5	8	8	132
JF	<i>Juncus flavus</i>	Rush	n/a	5	8	8	132
JS	<i>Juncus subserotus</i>	Spike-headed Mall Rush	n/a	5	8	8	132
LO	<i>Lomandra longifolia</i>	Poison Lobelia	n/a	10	2	2	88
LP	<i>Lobelia pedunculata</i>	Poison Lobelia	n/a	10	2	2	88
PO	<i>Panicum polystachyon</i>	Common Tussock Grass	n/a	5	4	4	176
RP	<i>Ruppia dentata</i>	Spike Club-rush	n/a	10	4	4	88
SP	<i>Schoenoplectus purpurascens</i>	Swamp Arrowgrass	n/a	5	8	8	132
TS	<i>Typha latifolia</i>	Running Marsh Flower	n/a	5	2	2	88
VT	<i>Verbena americana</i>	Flowering marsh lower	n/a	10	2	2	88
Total Littoral Zone Planting							2198

Code	Botanical Name	Common Name	Installation Size	Percentage of rnk (%)	Per Meter sq.	Per Meter Qty.	Total Qty.
LL	<i>Laguncularia racemosa</i>	Woody Tea Tree	200mm	n/a	4	4	1492
BS	<i>Bomarea spinosa</i>	Herb herbicide	200mm	n/a	4	4	1563
BU	<i>Bumelia spinosa</i>	Blackberry	140mm	n/a	4	4	1513
LO	<i>Lomandra longifolia</i>	Spike Mall Rush	140mm	n/a	4	4	377
DR	<i>Dianella revivida</i>	Black Arrow-rush	140mm	n/a	4	4	1944
GD	<i>Gonolobus ovata</i>	Hop Goodenial	140mm	n/a	4	4	1431
WC	<i>Wedelia trilobata</i>	Tufted Bluebell	140mm	n/a	4	4	942
Total Strand Planting							9182

Code	Botanical Name	Common Name	Installation Size	Percentage of rnk (%)	Per Meter sq.	Per Meter Qty.	Total Qty.
EC	<i>Elychnis carmelidensis</i>	River Red Gum	400mm	n/a	n/a	n/a	28
EO	<i>Elychnis ovata</i>	Swamp Gum	400mm	n/a	n/a	n/a	28
Total Trees Planting							53

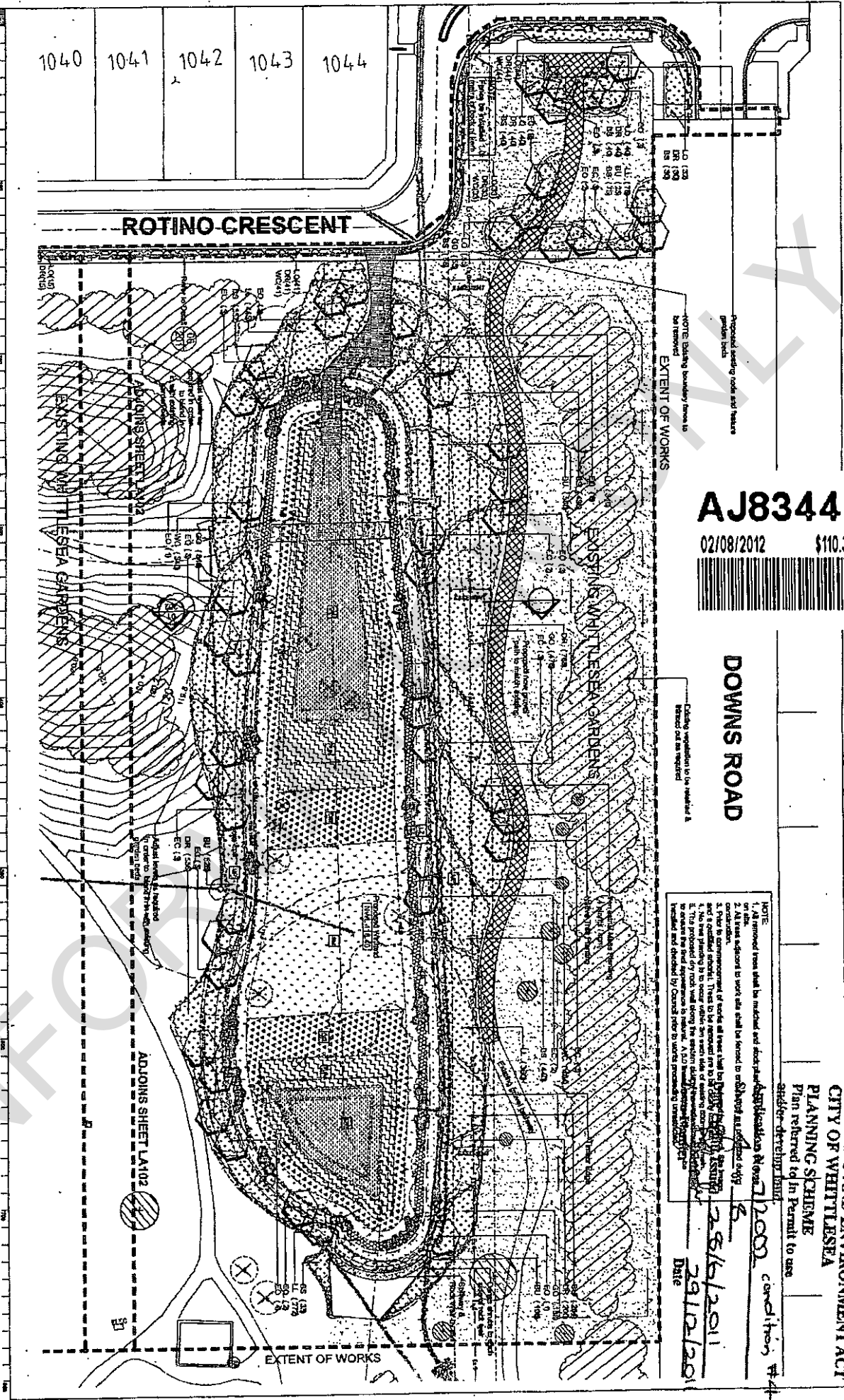
**PLANNING AND ENVIRONMENT ACT  
CITY OF WHITILESEA  
PLANNING SCHEME  
Plan referred to in Permit to use  
and/or develop land,  
Application No. 122002 condition #4  
Sheet 3 of 8  
Dated and signed 28/6/2011  
Date 29/12/2011  
Town Planner**

Site Name: **ABAH PTY LTD**

Client: **MORGANIC LIVING STAGE 10 WETLAND**

Project: **PRELIMINARY PLANT SCHEDULE**

SM11080 LA001 D



**AJ834458Y**

02/08/2012 \$110.30 173



**DOWNS ROAD**

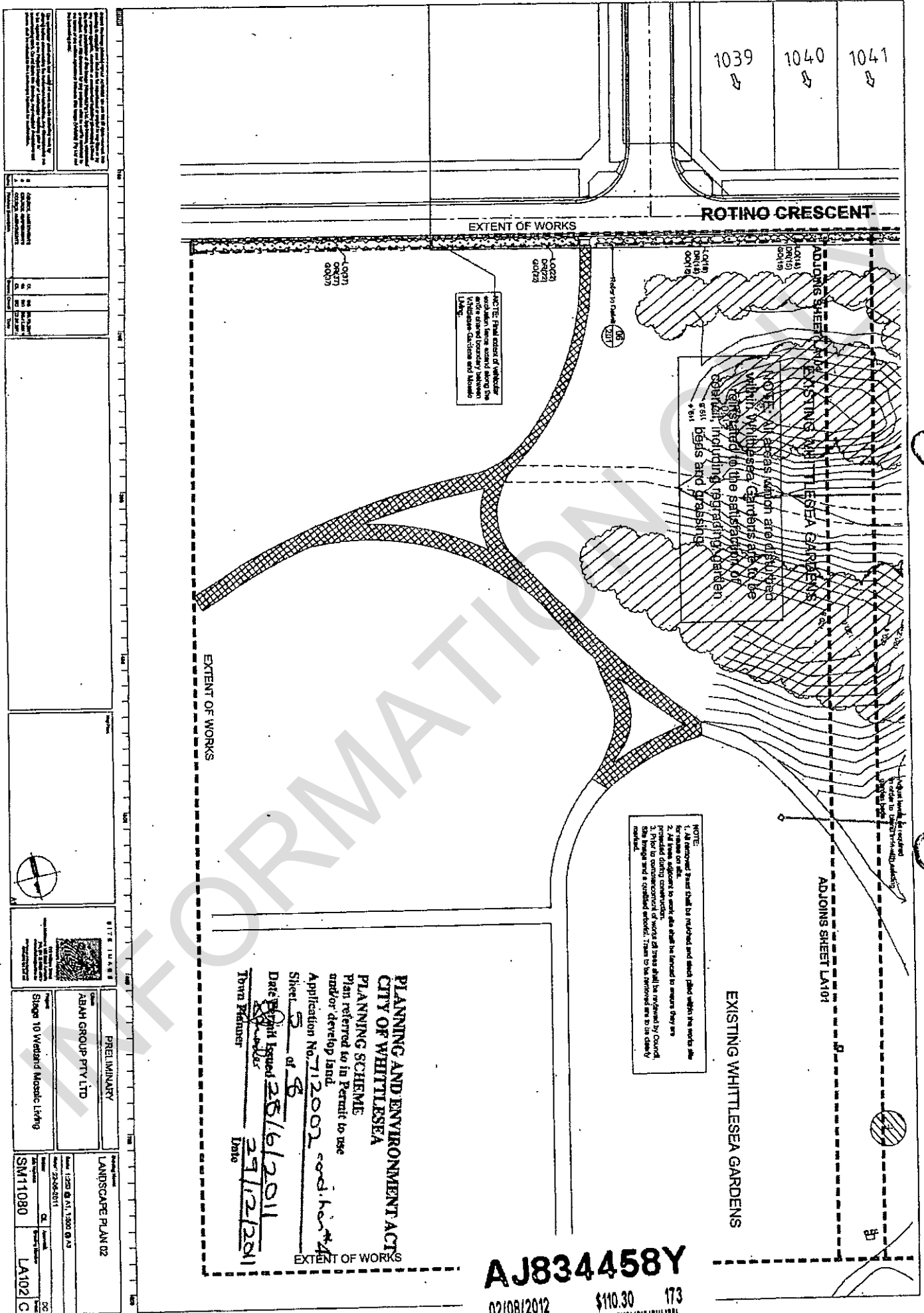
**PLANNING AND ENVIRONMENT ACT**  
**CITY OF WHITLSEA**  
**PLANNING SCHEME**  
 Plan referred to in Permit to use  
 under Section 4(1)

**NOTE:**  
 1. All proposed works shall be installed and accepted in accordance with the conditions of the relevant permit to use.  
 2. The applicant shall be responsible for obtaining all necessary permits.  
 3. The applicant shall be responsible for the maintenance and repair of any works installed.  
 4. No new planting is to occur other than that shown on this plan.  
 5. No new paving is to occur other than that shown on this plan.  
 6. All works shall be installed in accordance with the relevant standards and specifications.  
 7. All works shall be installed in accordance with the relevant standards and specifications.  
 8. All works shall be installed in accordance with the relevant standards and specifications.

7/2001 conditions #4  
 28/6/2011  
 29/12/2011  
 DATE

<p><b>GENERAL NOTES:</b></p> <p>1. All works shall be installed in accordance with the relevant standards and specifications.</p> <p>2. The applicant shall be responsible for obtaining all necessary permits.</p> <p>3. The applicant shall be responsible for the maintenance and repair of any works installed.</p> <p>4. No new planting is to occur other than that shown on this plan.</p> <p>5. No new paving is to occur other than that shown on this plan.</p> <p>6. All works shall be installed in accordance with the relevant standards and specifications.</p> <p>7. All works shall be installed in accordance with the relevant standards and specifications.</p> <p>8. All works shall be installed in accordance with the relevant standards and specifications.</p>													
<p><b>PROJECT INFORMATION:</b></p> <p>Project Name: [REDACTED]</p> <p>Client: [REDACTED]</p> <p>Site Address: [REDACTED]</p>													
<p><b>DESIGNER INFORMATION:</b></p> <p>Design Firm: [REDACTED]</p> <p>Author: [REDACTED]</p> <p>Check: [REDACTED]</p> <p>Date: [REDACTED]</p>													
<p><b>PERMIT INFORMATION:</b></p> <p>Permit Number: [REDACTED]</p> <p>Issue Date: [REDACTED]</p> <p>Expiry Date: [REDACTED]</p>													
<p><b>ADDITIONAL INFORMATION:</b></p> <p>Stage: 10 Wetland Mosaic Layout</p> <p>Project Reference: [REDACTED]</p>													
<p><b>REVISIONS:</b></p> <table border="1"> <tr> <th>No.</th> <th>Description</th> <th>Date</th> </tr> <tr> <td>1</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>2</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>3</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> </table>		No.	Description	Date	1	[REDACTED]	[REDACTED]	2	[REDACTED]	[REDACTED]	3	[REDACTED]	[REDACTED]
No.	Description	Date											
1	[REDACTED]	[REDACTED]											
2	[REDACTED]	[REDACTED]											
3	[REDACTED]	[REDACTED]											
<p><b>PROJECT LOCATION:</b></p> <p>Site Address: [REDACTED]</p> <p>Nearest Landmark: [REDACTED]</p>													
<p><b>OTHER INFORMATION:</b></p> <p>Project Reference: [REDACTED]</p> <p>Project Name: [REDACTED]</p>													





1039  
1040  
1041

ROTIÑO CRESCENT

EXTENT OF WORKS

ADJOINING SHEET LA101  
EXISTING WHITTLESEA GARDENS

NOTE: All areas within area shown in red within Whittlesea Gardens are to be reinstated to the satisfaction of Council, including regrading garden beds and grassing.

NOTE: Final extent of vegetation to be retained within the site shown in red. All areas within area shown in red are to be reinstated to the satisfaction of Council, including regrading garden beds and grassing.

NOTE:  
1. The proposed plan shall be marked and sealed prior to the works for issues on site.  
2. All trees adjacent to each site shall be fenced to ensure they are protected during construction.  
3. Prior to commencement of works all trees shall be marked by Council and a schedule of work items to be provided as to the client's satisfaction.

ADJOINING SHEET LA101

EXISTING WHITTLESEA GARDENS

EXTENT OF WORKS

PLANNING AND ENVIRONMENT ACT  
CITY OF WHITTLESEA  
PLANNING SCHEME  
Plan referred to in Permit to use and/or develop land.  
Application No. 712002 sod.kh.44  
Sheet 5 of 8  
Date Point Issued 25/6/2011  
Date 27/12/2011  
Town Planner

AJ834458Y

02/08/2012

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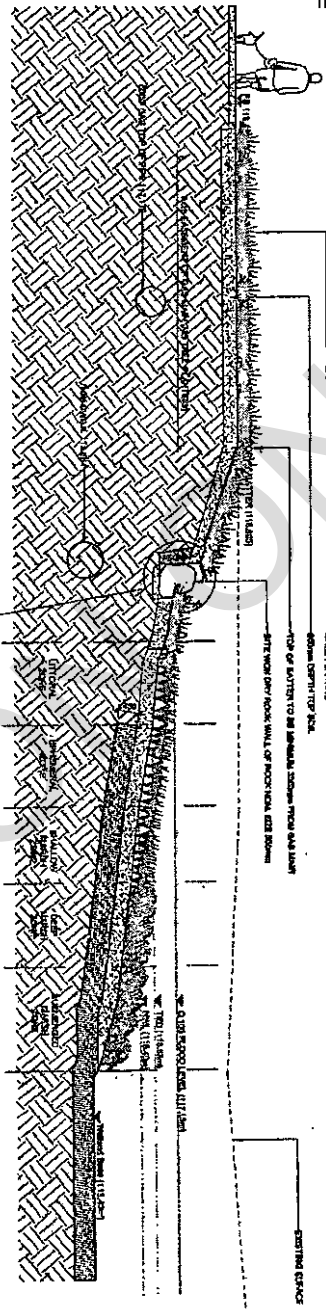
173



<p>PRELIMINARY</p> <p>ABAH GROUP PTY LTD</p> <p>Stage 10 Wetland Mosaic Living</p>		<p>LANDSCAPE PLAN 02</p> <p>SM11080</p> <p>LA102 C</p>	
<p>Scale: 1:500 @ A1, 1:800 @ A2</p> <p>Author: 2/24/2011</p> <p>Client: Whittlesea Council</p>		<p>Project: Whittlesea Gardens</p> <p>Sheet: 5 of 8</p>	

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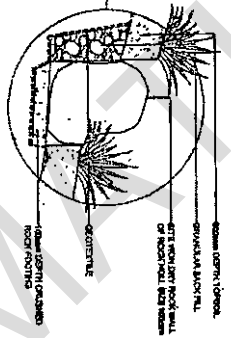
02/08/2012 \$110.30 173



01 TYPICAL WETLAND EDGE TREATMENT SECTION 1:50

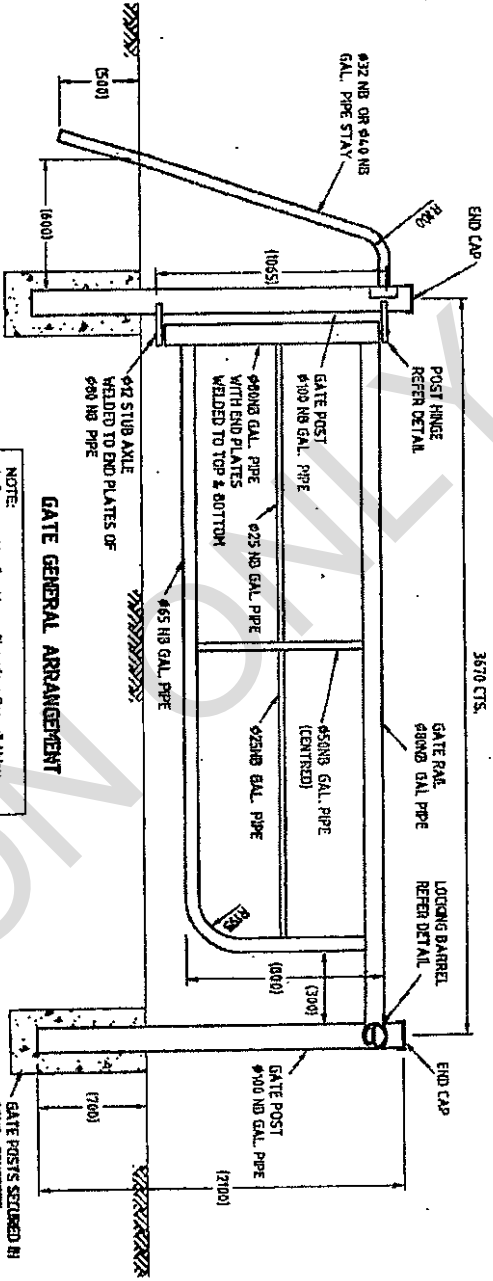
NOTE: ALL WALLS AND THE GROUND WALL TO BE BUILT AND CHECKED BY COLLECT FROM THE LATEST SURVEY TO BE BUILT TO THE WALL FROM 1:50 HORIZONTAL APPROXIMATE

02 DRY ROCK WALL DETAIL SECTION 1:20

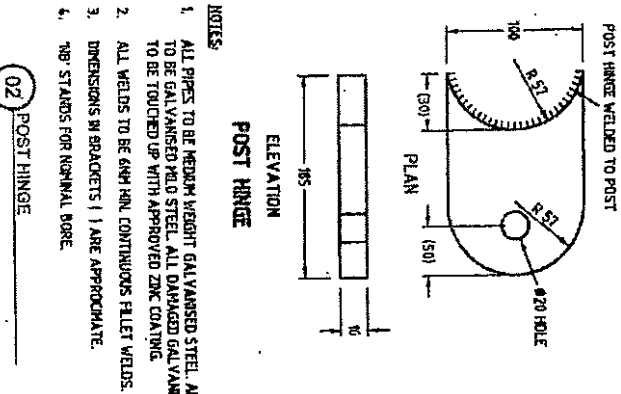


**PLANNING AND ENVIRONMENT ACT**  
**CITY OF WHITTLESEA**  
**PLANNING SCHEME**  
 Plan referred to in Permit to use and/or develop land.  
 Application No. 712002 Condition #4  
 Sheet 7 of 8  
 Date *Revised* 25/6/2011  
 29/12/2011  
 10WD Planner Date

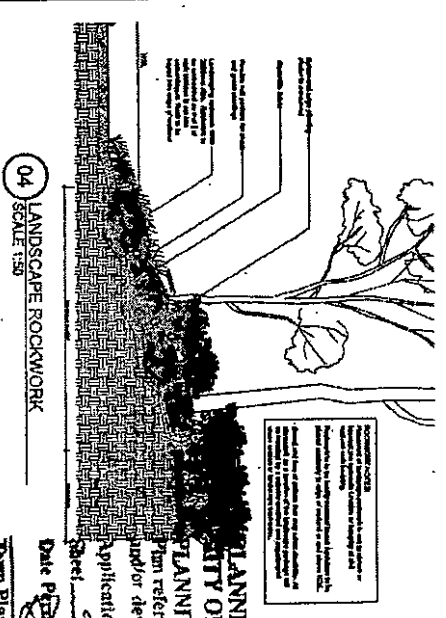
<p><b>REVISIONS</b></p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td>1</td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td></tr> <tr><td>6</td><td></td><td></td></tr> <tr><td>7</td><td></td><td></td></tr> <tr><td>8</td><td></td><td></td></tr> <tr><td>9</td><td></td><td></td></tr> <tr><td>10</td><td></td><td></td></tr> </tbody> </table>		NO.	DATE	DESCRIPTION	1			2			3			4			5			6			7			8			9			10			<p><b>LEGEND</b></p>	
NO.	DATE	DESCRIPTION																																		
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<p><b>SCALE</b></p>		<p><b>DATE</b></p>																																		
<p><b>PROJECT</b></p>		<p><b>CLIENT</b></p>																																		
<p><b>PRELIMINARY</b></p>		<p><b>ABAH GROUP PTY LTD</b></p>																																		
<p><b>Stage 10 Wetland Mobile Living</b></p>		<p><b>1:50</b></p>																																		
<p><b>SECTION</b></p>		<p><b>LA202</b></p>																																		
<p><b>SHEET</b></p>		<p><b>SM11080</b></p>																																		



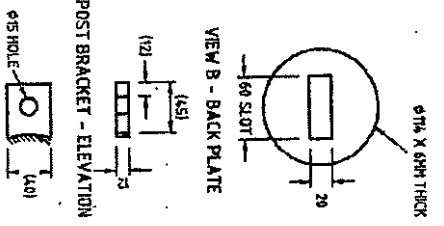
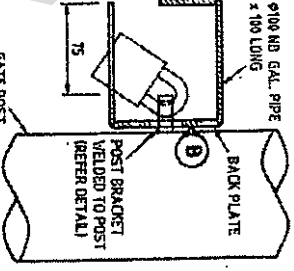
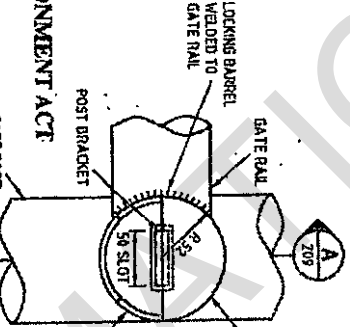
**NOTE:**  
 1. Gate must be fixed in position via a Council Allow  
 lock supplied by the developer prior to tender.  
 2. The Gate must be galvanized or powder coated black.



- NOTES:**
1. ALL PIPES TO BE MEDIUM WEIGHT GALVANNEED STEEL. ALL OTHER STEEL TO BE GALVANNEED MILD STEEL. ALL DAMAGED GALVANNEED SURFACES TO BE TOUCHED UP WITH APPROVED ZINC COATING.
  2. ALL WELDS TO BE 6MM HML CONTINUOUS FLEET WELDS.
  3. DIMENSIONS IN BRACKETS ( ) ARE APPROXIMATE.
  4. 100 STANDS FOR NOMINAL BORE.



**PLANNING AND ENVIRONMENT ACT**  
**CITY OF WHITLESEA**  
**PLANNING SCHEME**  
 Plan referred to in Permit to Use  
 and/or develop land.  
 Application No. **12002**  
 Sheet **5** of **6**  
 Date **25/12/2011**  
**Town Planner**



<p><b>01</b> VEHICULAR EXCLUSION GATE SCALE 1:10</p>		<p><b>02</b> POST HINGE SCALE 1:10</p>							
<p><b>03</b> LOCKING BARREL DETAILS SCALE 1:10</p>		<p><b>04</b> LANDSCAPE ROCKWORK SCALE 1:50</p>							
<p><b>REVISIONS</b></p> <table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DESCRIPTION	DATE				<p><b>DATE</b></p> <p>25/12/2011</p>	<p><b>PROJECT</b></p> <p>MOOSAIC LIVING STRAGE 10 WETLAND</p>	<p><b>CLIENT</b></p> <p>ABAH PTY LTD</p>
NO.	DESCRIPTION	DATE							
<p><b>DESIGNER</b></p> <p>SM11080</p>	<p><b>CHECKED</b></p> <p>LA203 B</p>	<p><b>SCALE</b></p> <p>1:10</p>	<p><b>DATE</b></p> <p>25/12/2011</p>						

**AJ834458Y**

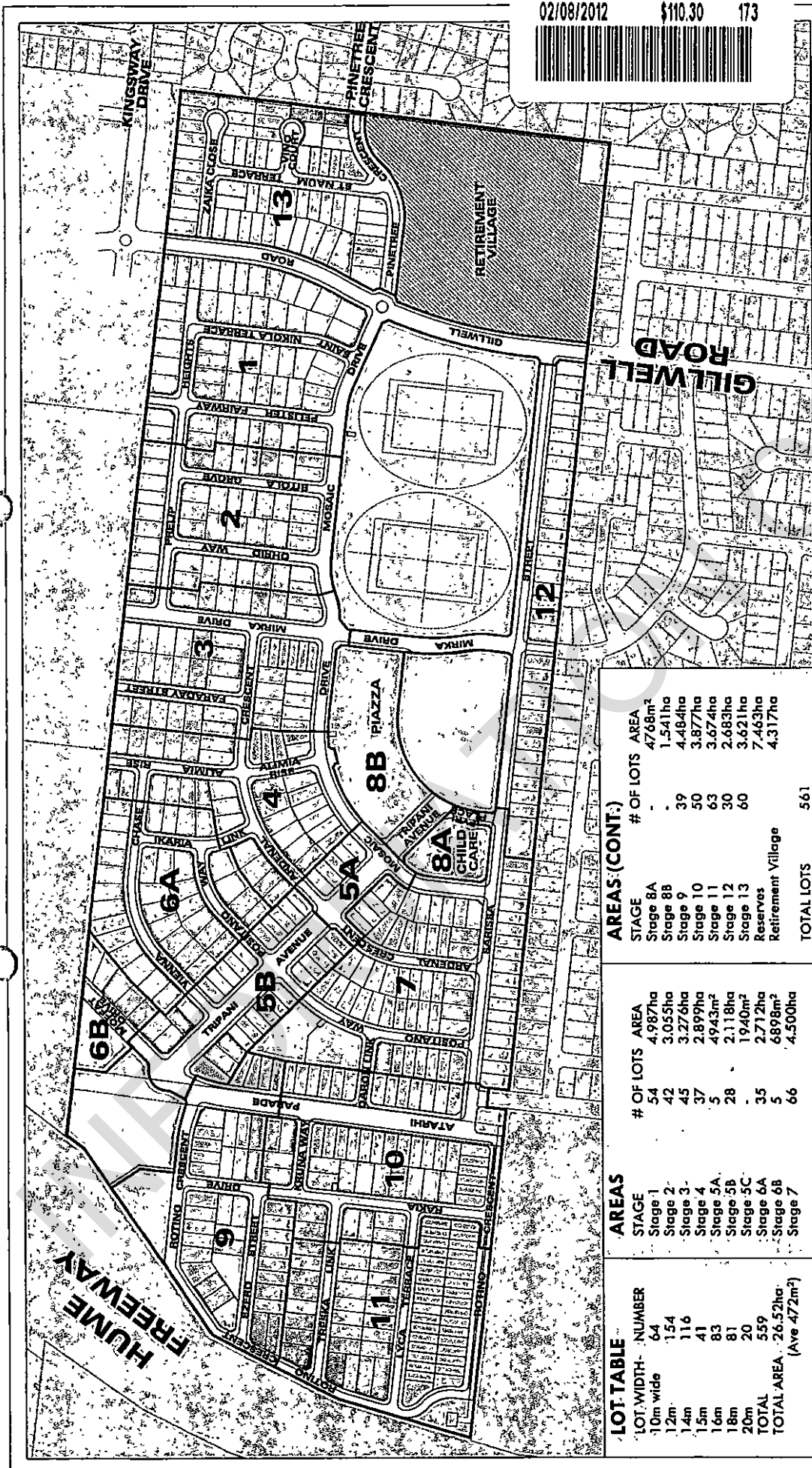
02/08/2012 \$110.30 173





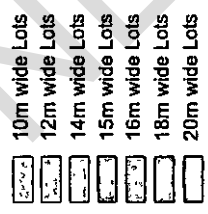
AJ834458Y

02/08/2012 \$110.30 173



LOT TABLE		AREAS		AREAS (CONT.)		
LOT WIDTH	NUMBER	STAGE	# OF LOTS	AREA	# OF LOTS	AREA
10m wide	64	Stage 1	54	4,987ha	Stage 8A	47,68m <sup>2</sup>
12m	154	Stage 2	42	3,055ha	Stage 8B	1,541ha
14m	116	Stage 3	45	3,276ha	Stage 9	4,484ha
15m	41	Stage 4	37	2,899ha	Stage 10	3,877ha
16m	83	Stage 5A	5	494.3m <sup>2</sup>	Stage 11	3,674ha
18m	81	Stage 5B	28	2,118ha	Stage 12	2,683ha
20m	20	Stage 5C	35	1,940m <sup>2</sup>	Stage 13	3,621ha
TOTAL	559	Stage 6A	5	2,712ha	Reserves	7,463ha
TOTAL AREA	26,52ha	Stage 6B	5	689m <sup>2</sup>	Retirement Village	4,317ha
(Ave 472m <sup>2</sup> )		Stage 7	66	4,500ha	TOTAL LOTS	561

Date: 08 February 2012  
 Ref: 6319 003  
 Draw: 6319 000Q  
 1: 2000 @ A1  
 0 20 40 60 80



# MOSAIC LIVING CONCEPT PLAN

SITE AREA 57.08ha

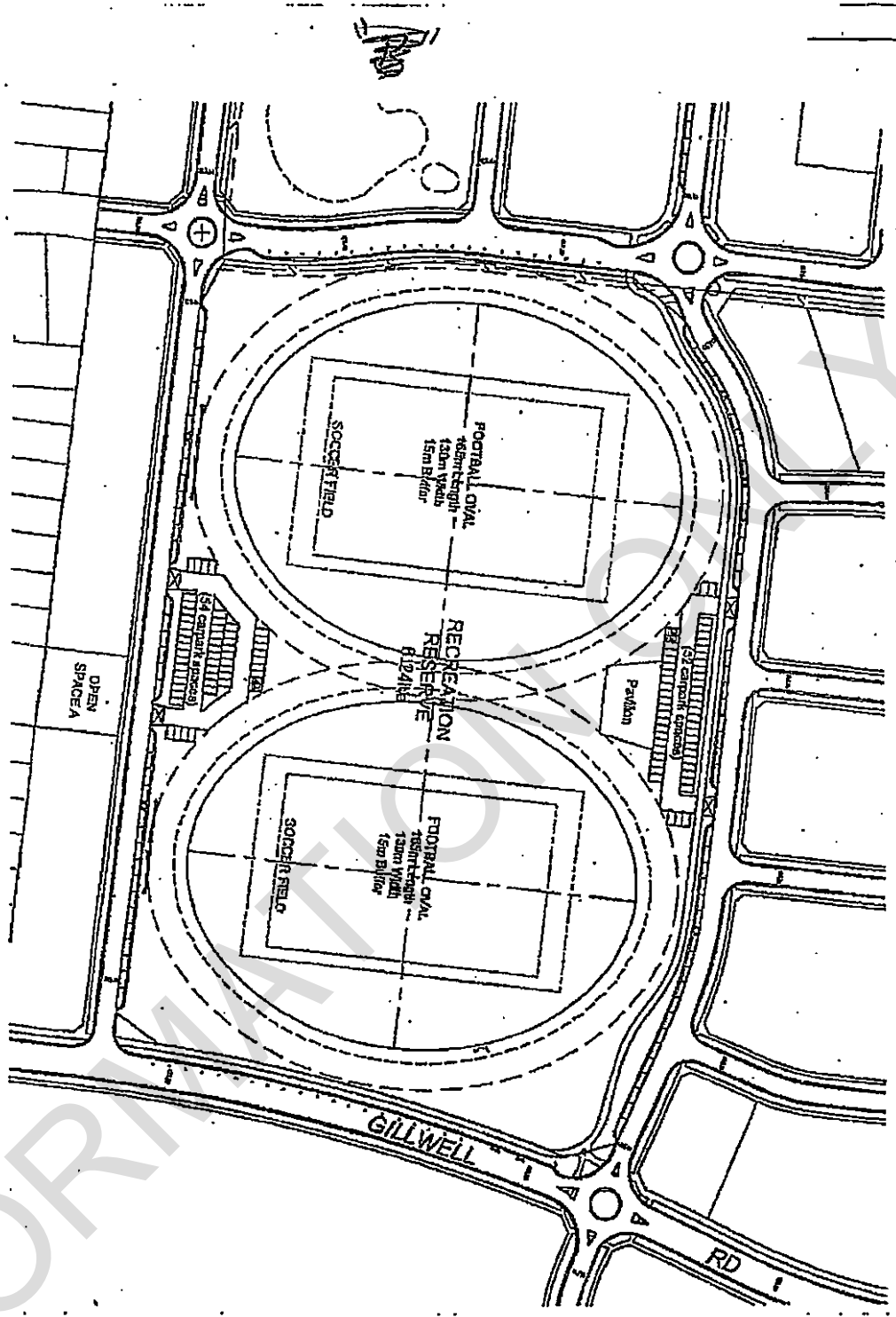
## LEGEND

- Stage Boundary
- Stage Number
- Reserve
- Drainage Reserve / Wetlands
- Lots - Integrated
- Community Centre
- Retirement Village



**Basco Joosten Pty Ltd**  
 401/45 221 332 447  
 10000 The Esplanade, South Melbourne, VIC 3205  
 10 Esplanade, South Melbourne, VIC 3205  
 Ph: 3205 40000 Fax: 3205 40001  
 Tel: 61 3 9499 1400 Fax: 61 3 9499 5882





**LEGEND: RECREATION RESERVE**

TOTAL AREA: 0.24ha

FOOTBALL OVAL: 185x130 m (+ 15m Buffer; boardside as shown)

SOCCER FIELD: 100x65 m (+ 5m sfd and 5m sfd boardside as shown)

PARKING: RESERVE #108

EXTERNAL #118

TOTAL #224

Recreation Reserve

AJ834458Y

02/08/2012 \$110.30 173



Mosaic Living Estate

Client	AGRIPIRY LTD	Sheet	1 of 1
Reference No.	15110602	Revision	4
Drawing Status	FINAL	Date	08/02/2017
Map References	Metric 8 03	Drawn	Brian Chan
North	Co-Ord Datum	15	0
Scale	1:1500 NGS	75	25
		45m	

27 Essex Street, London, W1A 2BA

100, Broad Street, London, W1A 2JQ

24 Albert Road, North Brisbane, QLD 4011

111 St George's Road, North Brisbane, QLD 4011

111 St George's Road, North Brisbane, QLD 4011

111 St George's Road, North Brisbane, QLD 4011



# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1234487

## APPLICANT'S NAME & ADDRESS

MELBOURNE REAL ESTATE CONVEYANCING C/-  
INFOTRACK (LEAP) C/- LANDATA

DOCKLANDS

## VENDOR

TSALKOS, LILY

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

396012

This certificate is issued for:

LOT 1219 PLAN PS640973 ALSO KNOWN AS 41 SARISSA STREET LALOR  
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 20

A detailed definition of the applicable Planning Scheme is available at :  
<https://planning-schemes.app.planning.vic.gov.au/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/>

13 March 2026

**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.

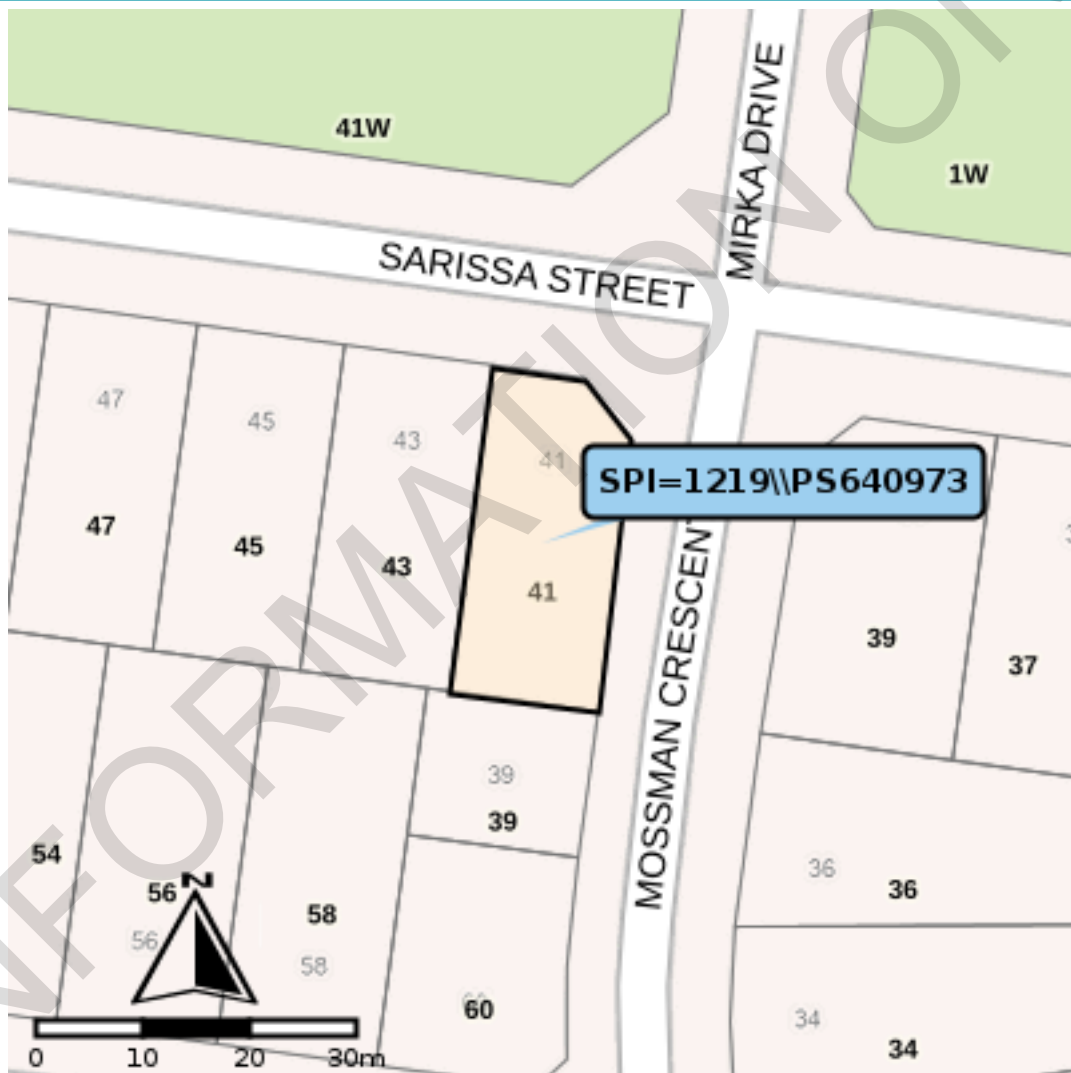
LANDATA@  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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.

**Date of issue**  
16/03/2026

**Assessment No.**  
887125

**Certificate No.**  
182228

**Your reference**  
79936754-015-0

Landata  
GPO Box 527  
MELBOURNE VIC 3001

## Land information certificate for the rating year ending 30 June 2026

**Property location:** 41 Sarissa Street LALOR 3075

**Description:** LOT: 1219 PS: 640973M

**AVPCC:** 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$750,000	\$440,000	\$37,500

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

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

Rates and charges were declared with effect from 1 July 2025 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 01/07/2025	\$1,773.26
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00
ESVF Variable Levy (Res) levied on 01/07/2025	\$129.75
Waste Service Charge (Res/Rural) levied on 01/07/2025	\$208.80
Waste Landfill Levy Res/Rural levied on 01/07/2025	\$105.85
Arrears to 30/06/2025	\$0.00
Interest to 16/03/2026	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$2,353.66

*Balance of rates & charges due:* \$0.00

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

**Total rates, charges and other monies due** **\$0.00**

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

#### Council Offices

25 Ferres Boulevard, South Morang VIC 3752

**Mail to:** Locked Bag 1, Bundoora MDC VIC 3083

**Phone:** 9217 2170

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

**Email:** info@whittlesea.vic.gov.au

Free telephone interpreter service

 **131 450**

## 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.

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Payment can be made using these options.

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[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref **887125**



Phone 1300 301 185  
Ref **887125**



Billers Code **5157**  
Ref **887125**

13th March 2026

Melbourne Real Estate Conveyancing C/- InfoTrack (  
LANDATA

Dear Melbourne Real Estate Conveyancing C/- InfoTrack (,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	41 SARISSA STREET LALOR 3075
<b>Applicant</b>	Melbourne Real Estate Conveyancing C/- InfoTrack ( LANDATA
<b>Information Statement</b>	31019002
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	396012

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

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

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

Yours sincerely,



Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

## Yarra Valley Water Property Information Statement

Property Address	41 SARISSA STREET LALOR 3075
------------------	------------------------------

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.

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

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

## **Melbourne Water Property Information Statement**

Property Address	41 SARISSA STREET LALOR 3075
------------------	------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

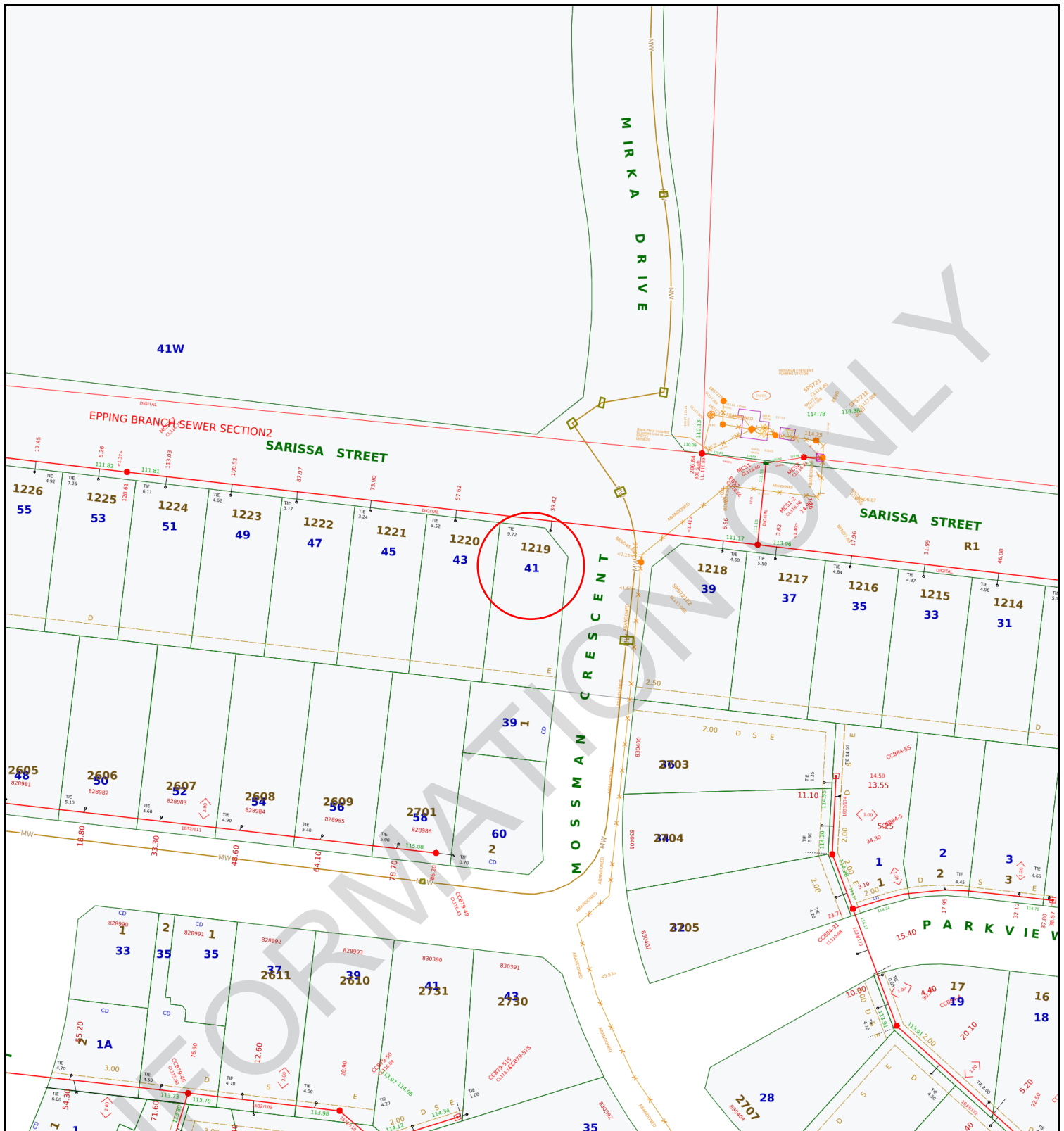
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. For further information please contact Melbourne Water on 9679 7517.

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: 31019002**

<b>Address</b>	41 SARISSA STREET LALOR 3075
<b>Date</b>	13/03/2026
<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			MW Drainage Manhole	
Existing Sewer	Sewer Offset		MW Drainage Natural Waterway	
Abandoned Sewer				

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

3rd December 2014

**Application ID: 153242**

**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>
New Estate Connection - Drinking Water	1

INFORMATION ONLY

## **Conditions of Connection Details**

### **GENERAL**

In these conditions the terms,

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

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

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

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

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

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

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

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

### **WATER**

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

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 payments (tappings, pluggings, metering products etc.) must be made at the easyACCESS store where the application started. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees are 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 either New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Select Solutions.

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

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

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

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

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

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

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

## **METER ASSEMBLIES & POSITIONING**

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

Water meter assemblies:

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

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

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

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

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

## **REMOVAL OF WATER METERS**

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

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

## **DAMAGED OR STOLEN METERS**

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

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

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

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

## 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.

12th September 2014

**Application ID: 145893**

**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**

**Sewer**

**Connection Or Disconnection Details**

<b>Sewer Connection Description</b>	<b>PSP Number</b>
<b>Sewer Connection</b>	1344296

INFORMATION ONLY

## **Conditions of Connection Details**

### **GENERAL**

In these conditions the terms,

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

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

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

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

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

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

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

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

### **SEWER**

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

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

## AMENDMENTS

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

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

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

## INDEMNITY

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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

Melbourne Real Estate Conveyancing C/- InfoTrack (  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 8293381539  
**Rate Certificate No:** 31019002

**Date of Issue:** 13/03/2026  
**Your Ref:** 396012

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
41 SARISSA ST, LALOR VIC 3075	1219\PS640973	5088597	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2026 to 31-03-2026	\$20.80	\$20.80
Residential Water and Sewer Usage Charge <i>Step 1 – 4.000000kL x \$3.57240000 = \$14.29</i> Estimated Average Daily Usage \$0.15	27-10-2025 to 30-01-2026	\$14.29	\$14.29
Residential Sewer Service Charge	01-01-2026 to 31-03-2026	\$119.92	\$119.92
Parks Fee	01-01-2026 to 31-03-2026	\$22.14	\$22.14
Drainage Fee	01-01-2026 to 31-03-2026	\$30.82	\$30.82
<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>		\$207.97



GENERAL MANAGER  
RETAIL SERVICES

### Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at

settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

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

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

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

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

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

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

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

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

INFORMATION

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

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

---

**Property No:** 5088597

**Address:** 41 SARISSA ST, LALOR VIC 3075

**Water Information Statement Number:** 31019002

## HOW TO PAY



**Bill**er Code: 314567  
Ref: 82933815393

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

# Property Clearance Certificate

## Land Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference: 26/4431CK

Certificate No: 98202371

Issue Date: 13 MAR 2026

Enquiries: ESYSPROD

Land Address: 41 SARISSA STREET LALOR VIC 3075

Land Id	Lot	Plan	Volume	Folio	Tax Payable
41209990	1219	640973	11487	193	\$1,770.00

Vendor: LJUBICA KULAS & LILY TSALKOS

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
LILY TSALKOS	2026	\$440,000	\$1,770.00	\$0.00	\$1,770.00

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
-------------------------------------	--------------------------	---------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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

Paul Broderick  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV): \$750,000

SITE VALUE (SV): \$440,000

**CURRENT LAND TAX AND  
VACANT RESIDENTIAL LAND TAX  
CHARGE: \$1,770.00**

# Notes to Certificate - Land Tax

Certificate No: 98202371

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,770.00

Taxable Value = \$440,000

Calculated as \$1,350 plus ( \$440,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$7,500.00

Taxable Value = \$750,000

Calculated as \$750,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 98202371

### Telephone & Internet Banking - BPAY®

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

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 98202371

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference: 26/4431CK

Certificate No: 98202371

Issue Date: 13 MAR 2026

Enquires: ESYSPROD

Land Address: 41 SARISSA STREET LALOR VIC 3075

Land Id	Lot	Plan	Volume	Folio	Tax Payable
41209990	1219	640973	11487	193	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$750,000
SITE VALUE:	\$440,000
CURRENT CIPT CHARGE:	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 98202371

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

## Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
  - a general valuation of the land;
  - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
  - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
  - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
  - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

## Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
  - the date on which the land became tax reform scheme land;
  - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
  - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

## Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

## Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

## Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

## Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to [www.sro.vic.gov.au/CIPT](http://www.sro.vic.gov.au/CIPT).
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
  - the request is within 90 days of the original Certificate's issue date, and
  - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

<b>Your Reference:</b>	26/4431CK
<b>Certificate No:</b>	98202371
<b>Issue Date:</b>	13 MAR 2026

**Land Address:** 41 SARISSA STREET LALOR VIC 3075

Lot	Plan	Volume	Folio
1219	640973	11487	193

**Vendor:** LJUBICA KULAS & LILY TSALKOS

**Purchaser:** FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

**Comments:** No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:**  
**\$0.00**

**Paul Broderick**  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 98202371

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
  - Windfall gains tax that is due and unpaid, including any penalty tax and interest
  - Windfall gains tax that is deferred, including any accrued deferral interest
  - Windfall gains tax that has been assessed but is not yet due
  - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
  - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

## Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

## Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

## General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

## Windfall Gains Tax - Payment Options

### BPAY



Billers Code: 416073  
Ref: 98202377

### Telephone & Internet Banking - BPAY®

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

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 98202377

### Visa or Mastercard

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

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

### Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Melbourne Real Estate Conveyancing C/- InfoTrack (LEAP)  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 396012

NO PROPOSALS. As at the 13th March 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

41 SARISSA STREET, LALOR 3075  
CITY OF WHITTLESEA

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

Date of issue: 13th March 2026

# PROPERTY REPORT

Created at 18 March 2026 02:14 PM

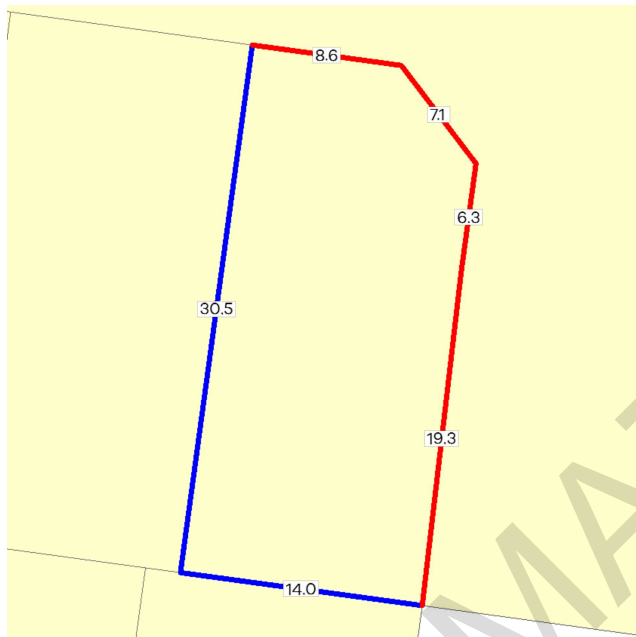
## PROPERTY DETAILS

Address: **41 SARISSA STREET LALOR 3075**  
Lot and Plan Number: **Lot 1219 PS640973**  
Standard Parcel Identifier (SPI): **1219\PS640973**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **887125**  
Directory Reference: **Melway 8 D4**

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

## SITE DIMENSIONS

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



**Area:** 406 sq. m

**Perimeter:** 86 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

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

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

## Area Map



 Selected Property

# PLANNING PROPERTY REPORT



Department of Transport and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 18 March 2026 02:15 PM

## PROPERTY DETAILS

Address: **41 SARISSA STREET LALOR 3075**  
Lot and Plan Number: **Lot 1219 PS640973**  
Standard Parcel Identifier (SPI): **1219\PS640973**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **887125**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 8 D4**

[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

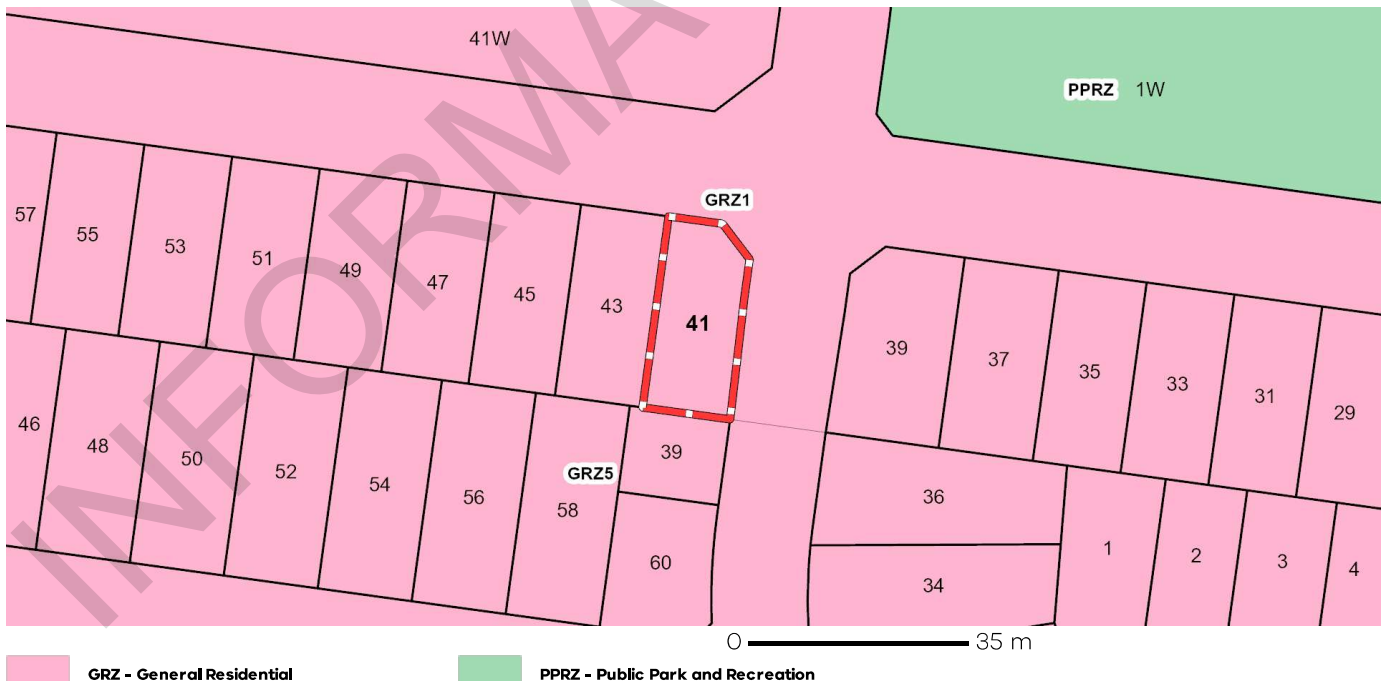
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**  
Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

## Planning Zones

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

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

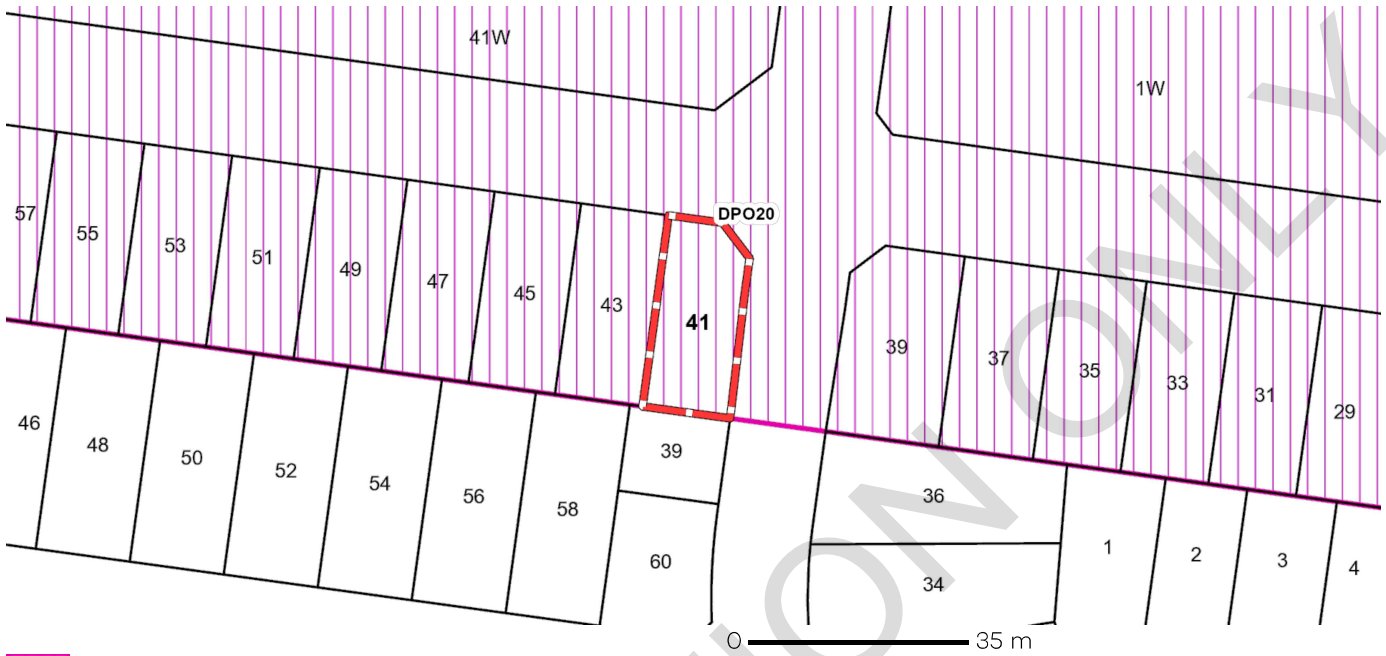


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

## Planning Overlays

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

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 20 \(DPO20\)](#)



**DPO - Development Plan Overlay**

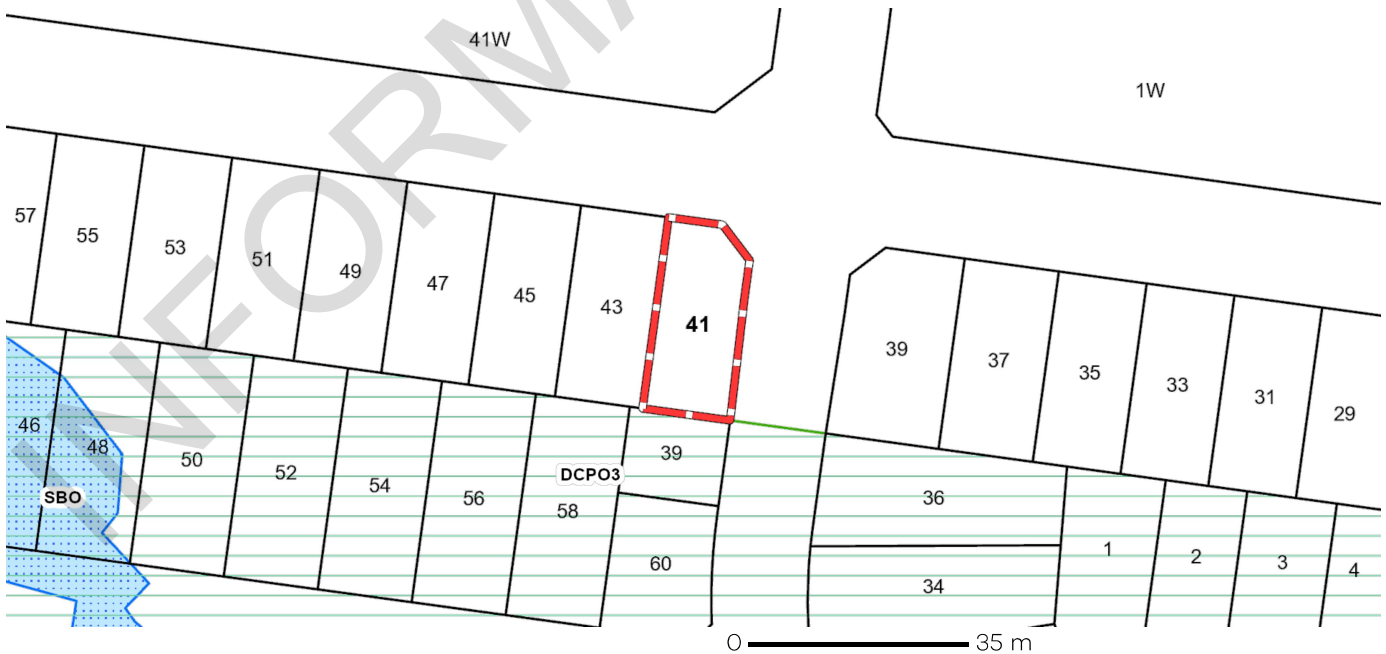
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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

[SPECIAL BUILDING OVERLAY \(SBO\)](#)



**DCPO - Development Contributions Plan Overlay**

**SBO - Special Building Overlay**

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

## 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.

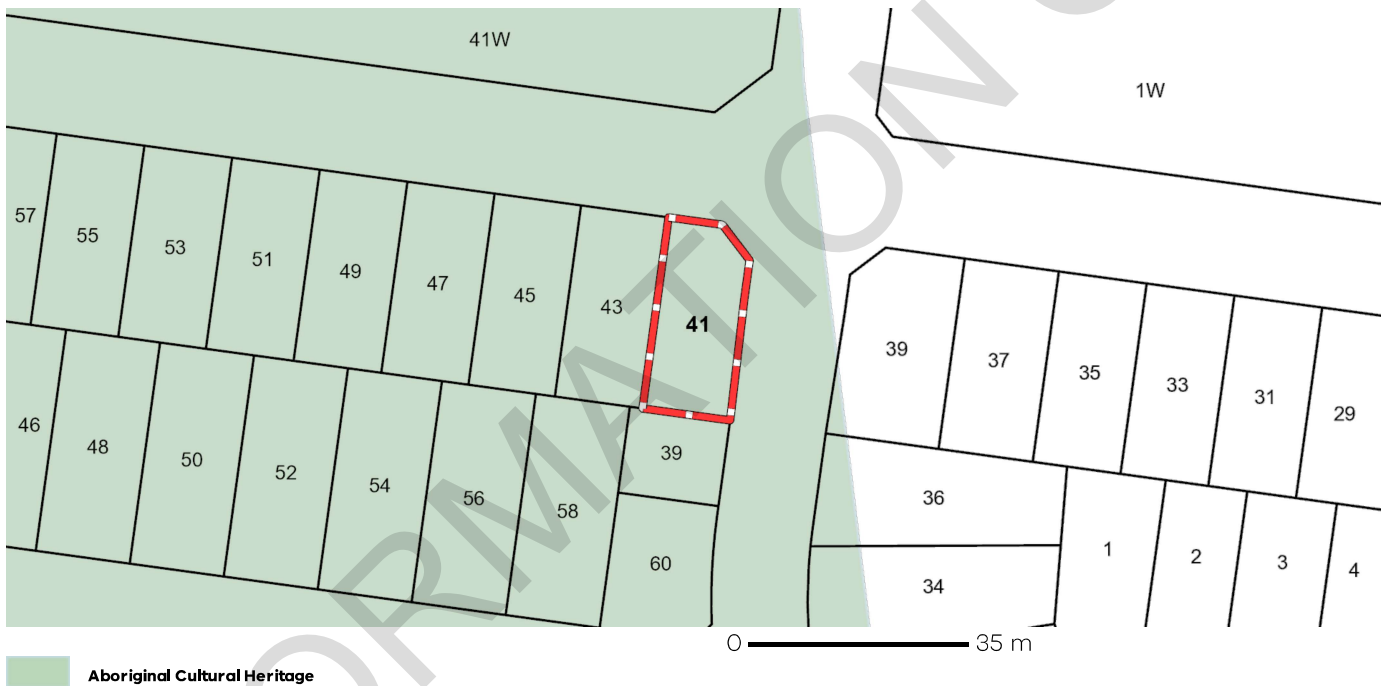
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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 <https://heritage.achris.vic.gov.au/aavQuestion1.aspx>

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



## Further Planning Information

Planning scheme data last updated on 13 March 2026.

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

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

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

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

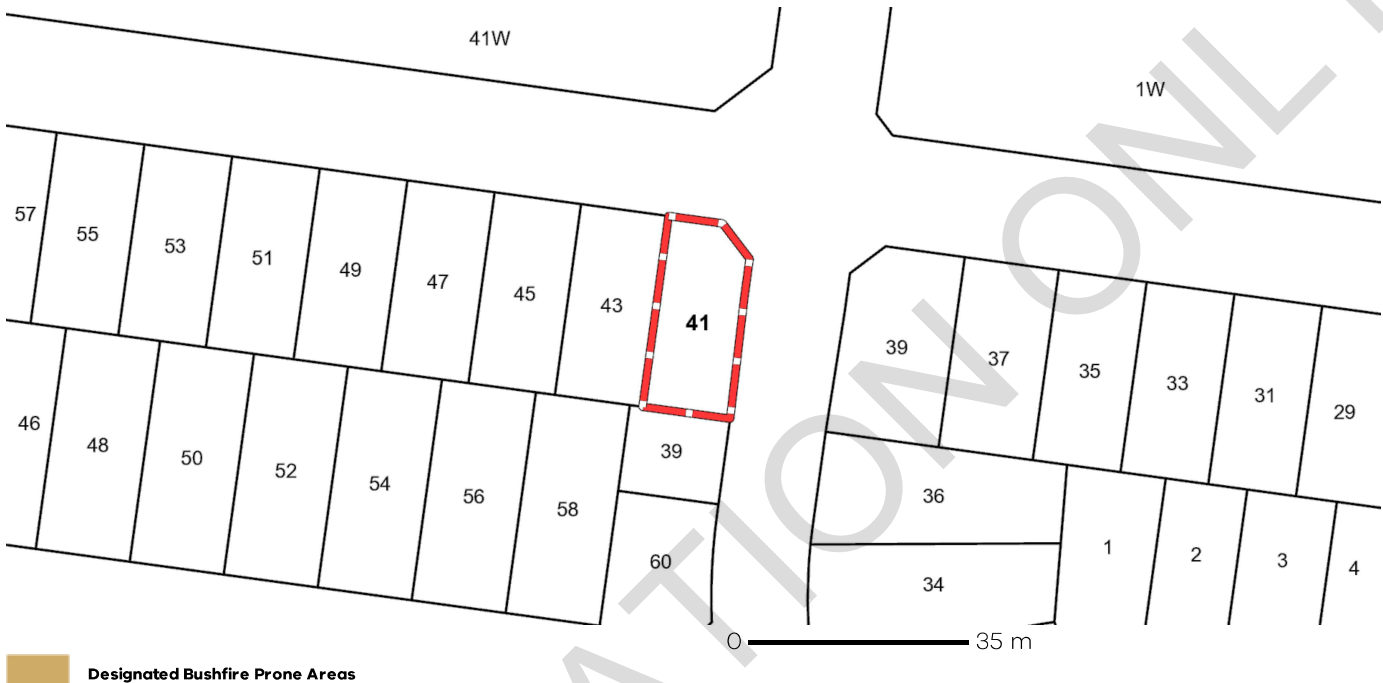
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicoplan/> 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 Victoria 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 Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](http://www.environment.vic.gov.au) or please contact your relevant council.

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

DATED

2026

**LILY TSALKOS AND LJUBICA KULAS**

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**CONTRACT OF SALE OF REAL ESTATE**

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**Property: 41 Sarissa Street, Lalor 3075**

**MELBOURNE REAL ESTATE CONVEYANCING PTY LTD**

Licensed Conveyancer

954 High Street Reservoir Vic 3073

Tel: 9464 6732

Ref: CK:26/4431CK