

CONTRACT OF SALE OF REAL ESTATE*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Vendor: ZORAN PETROVSKI & JENNY PETROVSKI
Property address: 26 WALKHILL DRIVE, WOLLERT VIC 3750

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

The terms of this contract are contained in the-

- particulars of sale; and
- special conditions, if any; and
- general conditions; and
- Vendor's Statement required by Section 32(1) of the **Sale of Land Act 1962**, as attached

and 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 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

***Please Note - It is the Purchasers' responsibility to ensure the Contract correctly states the proportions in which they are buying as at the date of sale. Please refer to Special Condition 3 of the Contract of Sale.**

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

ZORAN PETROVSKI & JENNY PETROVSKI

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 or within 3 clear business days **before or after** a publicly advertised auction; 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 Professional Act 2004**, under section 53A of the **Estate Agents Act 1980**.

IMPORTANT NOTICE TO PURCHASERS OF "OFF THE PLAN" PROPERTIES

- (a) the purchaser may negotiate with the vendor about the amount of the deposit moneys payable under the contract, up to 10 per cent of the purchase price;
- (b) a substantial period of time may elapse between the day on which the purchaser signs the contract of sale and the day on which the purchaser becomes the registered proprietor of the lot; and
- (c) the value of the lot may change between the day on which the purchaser signs the contract for the sale of that lot and the day on which the purchaser becomes the registered proprietor.
- (This information is provided to the purchaser under section 9AA(1A) of the Sale of Land Act 1962)

**PARTICULARS OF SALE
VENDOR'S ESTATE AGENT**Name: Harcourts Rata and Co. (Andrew Desanto)Address: 769 High Street, Epping Vic 3076

Email: _____

Tel: 9401 1117

Mob: _____

Fax: _____

Ref: _____

VENDORName: ZORAN PETROVSKI & JENNY PETROVSKI

Address: _____

ABN/ACN: _____

Email: _____

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCERName: Rock Conveyancing ServicesAddress: 19 Waterway Boulevard, Doreen VIC 3754Email: katie.rock.conveyancing@gmail.comTel: 0418 995 249

Mob: _____

Fax: _____

Ref: PETROVSKISALE**PURCHASER**

Name: _____

Address: _____

ABN/ACN: _____

Email: _____

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name: _____

Address: _____

Email: _____

Tel: _____

Mob: _____

Fax: _____

Ref: _____

LAND (general condition 7)**The land together with any improvements known as:-**

described in the table below-

Certificate of Title reference	Being lot	On plan
Volume 11957 Folio 877	1099	PS742766Y
Volume _____ Folio _____		

OR

described in the copy title(s) and plan(s) as attached to the Vendor's Statement if no title or plan references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is: **26 WALKHILL DRIVE, WOLLERT VIC 3750**

GOODS SOLD WITH THE LAND (list or attach schedule)

All fixed floor coverings, fixed light fittings and fixed window furnishings (insert/delete as required)

Excluding:- electric heater and mantle in living area and all wall mirrors

PAYMENT

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 is a sale of a 'farming business' or '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 (Special Condition 22 & General Condition 17)

is due on

Agents:- Settlement shall not be scheduled between 22nd December 2026 – 14th January 2027 as this office will be closed. Please DO NOT choose a settlement date between these periods

LEASE

At settlement the purchaser is entitled to vacant possession of the property unless the words **'subject to lease'** appear in this box

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

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 30 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:

Building Report (General Condition 21 applies if this box is ticked)

Pest Report (General Condition 22 applies if this box is ticked)

SPECIAL CONDITIONS

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

Special conditions

Note: It is recommended that when adding special conditions:

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

If the contract is subject to 'special conditions' then particulars of the Special Conditions are:

SPECIAL CONDITIONS

1. Condition of the Property

The Purchaser acknowledges that he/she has inspected the property hereby sold. Save as may be otherwise hereinafter expressly provided to the contrary, the Purchaser agrees and acknowledges that he/she is purchasing the property in its present condition.

2. Identity of the Land

The Purchaser hereby admits that the land offered for sale is identical to the land described in the title particulars offered by the Vendor as the Title to such land. The Purchaser shall not claim any compensation or make any requisition for any discrepancies in actual area, measurements, boundaries or position of the land. The Purchaser shall not be entitled to call upon the Vendor to amend title or to bear all or contribute to the costs of any amendment of Title.

3. Purchaser buying in unequal shares

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

Name: _____ %

Name: _____ %

Name: _____ %

Name: _____ %

TOTAL: 100%

4. Electronic Conveyancing

EC

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

- 4.1. This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 4.2. A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 4.3. Each party must:
- (a) Be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*
 - (b) Ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*
 - (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 instruction 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.
- 4.8. Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 4.9. The vendor must before settlement:
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent names in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchasers’ 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 vendors 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 purchasers' nominee on notification of settlement by the Electronic Network Operator.
- 4.10. The vendor must, at least 7 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 special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 5.2. This special condition 5 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 special condition 5.1 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 special 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 special 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 special condition;

despite:

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

5.6. The representative is taken to have complied with the requirements of special condition 5.5 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 special condition 5.6.

However, if the purchaser gives the bank cheque in accordance with this special condition 5.7, the vendor must:

- (a) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (b) 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 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.

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 special condition 5.10 ; 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 special condition will not merge on settlement.

6. Property Restrictions

The property is sold subject to any restrictions as to use under any act, order, plan, scheme, regulation, by-law or condition in any legislation or made by any authority empowered to form legislation to control land use. No such restriction shall constitute a defect in the Vendor's title or affect the validity of this Contract. The Purchaser shall not make any such requisition or objection nor claim any compensation from the Vendor in respect of compliance or non-compliance thereof.

7. Contract as Sole Agreement

7.1. It is agreed by both the Vendor and Purchaser that this Contract sets out all the terms and conditions for this sale and that there is no promise, condition, representation or warranty which is not set out or expressly referred to herein being relied upon by either Party.

7.2. The Purchaser acknowledges and declares that the property has been purchased as a result of the Purchaser's own enquiries. The Purchaser does not rely on any representation made by the Vendor or its servants, agents and employees.

8. Purchaser's Acknowledgement

The Purchaser hereby acknowledges that prior to signing this Contract or any other agreement or document in relation to the purchase of the said land it received from the Vendor or his Agent, a Statement in respect of the property prepared by the Vendor pursuant to and in accordance with Section 32 of the Sale of Land Act 1962 and a copy of this Contract together with the Due Diligence checklist for Purchasers.

9. Joint and Several

If there shall be more than one Purchaser, this Contract will bind them and be enforceable against each person jointly and severally.

10. Deposit

- 10.1. The deposit shall be paid to the Vendor's agent and remitted to the Vendor's solicitors to be held on trust for the Purchaser until settlement is effected. All other moneys shall be paid by such bank cheques drawn in favour of such payees as may be directed by the Solicitors for the Vendor.
- 10.2. Should this Contract of Sale be avoided through no fault of the Purchaser then interest in such account shall accrue for the benefit of and be paid to the Purchaser, but otherwise such interest shall accrue for the benefit of and be paid to the Vendor.
- 10.3. In either event financial institutions duty and bank accounts debit tax may be deducted from interest paid and if a Tax File Number has not been advised by the party to whom the interest is to be paid the amount required to be withheld pursuant to the provisions of the Income Tax Assessment Act may be so withheld and paid in accordance with the provisions of that Act.

11. Guarantee

If the Purchaser is or includes a corporation, all of its directors must jointly and severally guarantee the due and punctual observance and performance of the Purchaser's obligations under this Contract. A Principal of the persons who signs the Contract shall, prior to the signing, disclose the full names and addresses of the directors and shall be deemed to have authority to sign the Contract. The Purchaser must procure the Guarantors to execute and deliver to the Vendor a joint and several guarantee of the obligations of the Purchaser under this Contract in the form of the Guarantee annexed to this Contract.

12. Vendor's Warranties

- 12.1. The warranties in this Special Condition, replaces the Purchasers right to make any requisitions and inquiries and the Purchaser is not entitled to deliver any other requisitions or enquiries.
- 12.2. The Vendor warrants that the Vendor –
 - (a) has, or by the due date for settlement will have the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which give another party rights which has 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.
- 12.3. The Vendor further warrants that the Vendor has no knowledge of any of the following
 - (a) public rights of way over the land;
 - (b) lease or other possessory agreement affecting the land;

- (c) notice or order affecting the land which will not be dealt with at settlement, other than the usual rates notices and any land tax notices;
- (d) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

13. Penalty Interest

General Condition 33 shall be deleted and replaced as follows:-

The penalty interest payable on late settlements are calculated at the rate of 4% per annum plus the rate from the time before fixed by section 2 of the Penalty Interest Rates Act 1983 is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

14. Goods & Services Tax ("GST")

- 14.1. This Contract is inclusive of GST (as defined in A New Tax System Goods and Services Tax Act 1999). The Purchaser is not required to pay or reimburse the Vendor any monies in respect of any GST payments.
- 14.2. The Vendor and the Purchaser agree that to the extent that if this Contract provides for a supply of real property, the Vendor will apply the Margin Scheme in relation to that supply of real property in determining the amount of GST payable by the Vendor on the sale of the Property.
- 14.3. The Vendor will at its absolute discretion determine the GST payable in respect of the Vendor's margin on the supply of the real property being supplied under this Contract of Sale (excluding any chattels or other things being supplied under this Contract of Sale).

15. Adjustments

- 15.1. All rates, taxes (excluding land tax and windfall gains tax), assessments and outgoings (collectively referred to as "outgoings") in respect of the Property shall be apportioned between the Vendor and Purchaser as from the date of settlement.
- 15.2. The Purchasers representatives shall provide all relevant certificates (updated if verbal confirmation cannot be obtained from the authorities) to this office for the calculation of the rates adjustments and outstanding amounts for settlement.

16. Service of Notices

Either party may, submit any notice or demand under or pursuant to this Contract of Sale by email to the email address of the representative

17. No Waiver

The Purchaser's liability and obligation to pay the Price, interest and other moneys payable under this Contract of Sale and otherwise to pay, perform and observe the terms and conditions of this Contract of Sale shall not, nor shall the right of the Vendor to require and to enforce each and every such liability and obligation be or be deemed to be waived, diminished, varied, prejudiced or otherwise affected by any time or indulgence or forbearance allowed or granted or extended by the Vendor to the Purchaser or by any acceptance by the Vendor of moneys tendered by the Purchaser otherwise than in accordance with the Contract of Sale. Time shall be and remain of the essence of

this Contract of Sale notwithstanding any act or omission on the part of the Vendor.

18. Non Merger

Any provision of this Contract, which is capable of taking effect after completion of this Contract, shall not merge on completion and shall continue in full force and effect.

19. Severability

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

20. Breach

General Condition 32 shall be replaced as follows:-

The Vendor gives notice to the Purchaser, that in the event that the Purchaser fails to complete settlement on the settlement date referred to in the particulars of sale, or such further date as may be agreed in writing between the parties, the Vendor may incur the following further additional expenses and losses from the settlement date until actual settlement occurs, which amounts shall be paid by the Purchaser, in addition to the interest chargeable on the balance of the purchase money pursuant to General Condition 32 herein:

- 20.1. Interest payable by the Vendor under any existing mortgage over the property sold from the due date;
- 20.2. Accommodation and additional storage and removal expenses necessarily incurred by the Vendor;
- 20.3. Costs and expenses as between the Vendors conveyancer and the vendor;
- 20.4. Penalties, interest or charges payable by the Vendor to any third party as a result of any delay in the completion of the Vendors purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property;

21. Costs for rescheduled Settlement

The Purchaser shall pay the Vendors rep \$220.00 (incl GST) on an indemnity basis for the costs incurred each time settlement is rescheduled at the request of the Purchaser or its representation or Mortgagee, adjustable at settlement.

22. Christmas & New Year Period

- 22.1.1. If a settlement date is chosen during the Christmas/New Year Period between 22 December – 14 January (the closure period) in any calendar year in which settlement is agreed to occur, then all parties agree that settlement will be set on 15 January of the following calendar year;
- 22.2. The Purchaser shall not be entitled to issue a Default and/or Rescission Notice during this period or make any objection, requisition, or claim for compensation arising from or in connection with the failure to complete settlement under this special condition;
- 22.3. Should any settlement be delayed or extended as a result of the Purchasers inability to settle by Monday 21 December 2026, settlement will be delayed until 15 January 2027.

For avoidance of doubt, the Vendor reserves their right to serve a Default Notice and/or Rescission Notice on the Purchaser at any time after the Purchaser is deemed to be in default under the Contract. The Purchaser shall also be responsible for the Vendors losses including but not limited to the payment of the following which is to be paid at settlement:-

22.3.1. Vendors legal fees pursuant to Special Condition 20;

22.3.2. Penalty interest pursuant to Special Condition 13.

23. Material Fact Disclosure

23.1. The Vendor discloses the shed on the property is not permitted and may not meet current building regulations;

23.2. The Purchaser hereby accepts the property and its improvements in its current state and shall not make any objection, requisition or claim, request the Vendor obtain any retrospective Building Permit or Certificate of Final Inspection, delay completion of or rescind or terminate this Contract for any matters pertaining to the shed.

INFORMATION ONLY

Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines:-

1. The Committee has been established to decide disputes relating to property law matters. Where one party does not have a solicitor representing them, the dispute cannot be heard until that party instructs a solicitor.
2. An agreed Statement of Facts must be signed by all parties and referring solicitors and must include:
 - 2.1 A clear and concise statement of all the relevant agreed facts upon which the dispute is based. The Committee is unable to make any decision unless the facts are agreed between the parties.
 - 2.2 A copy of all relevant documents.
 - 2.3 The issues, based on the agreed facts, to be decided by the Committee.
 - 2.4 Applications for disputes to be decided by the Committee shall include an agreement by the Referring Solicitors and the parties to be bound by the Committee's decision on any question of law or practice.
3. Applications in the appropriate form must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/- the Law Institute of Victoria. The form is set out on page C 30 of the Conveyancing Diary or may be obtained from the Property Law Section of the Institute.
4. An administration fee of \$50.00 for each referring solicitor must be paid to the Institute when the application is lodged.
5. The Committee's decision will be based upon the material contained in the Statement of Facts only in making its decision the Committee shall act as an expert panel and not as an arbitrator.
6. The Committee reserves the right-
 - a. to call for further and better particulars in order to make a decision.
 - b. to refuse to decide any dispute, in which case any fees will be refunded in full.
7. The Committee's written decision will be sent to the referring solicitors within seven days of the dispute being decided.

**To: The Vendor Named
in the Contract**

GUARANTEE & INDEMNITY

1. The “Guarantor”, “Vendor” and “Purchaser” and the “Contract” are set out in the schedule.
2. In consideration of the Vendor at the request of the Guarantor entering into the Contract the Guarantor;
 - 2.1 agrees to be jointly and severally liable with the Purchaser to the Vendor for the performance of all the obligations of the Purchaser.
 - 2.2 guarantees the Vendor the payment of all money payable by the Purchaser and the performance of the Purchaser’s obligations.
3.
 - 3.1 If for any reason all or any part of the Contract is unenforceable by the Vendor against the Purchaser the Guarantor will indemnify the Vendor against all loss including all money that would have been payable by or recoverable from the Purchaser if the Contract had been enforceable against the Purchaser.
 - 3.2 This Guarantee and indemnity is and will be unconditional and a continuing guarantee and indemnity and is not affected nor released by any waiver, neglect or forbearance by the Vendor in enforcing any of its rights under the Contract of Sale.

SCHEDULE

Guarantor:

Vendor:

Purchaser:

Contract: The Contract executed between the Vendor and the Purchaser as attached hereto.

EXECUTED AS A DEED on the day of 20

SIGNED SEALED AND DELIVERED by)
The Guarantor in the presence of:)

.....
Witness Signature

.....
Witness Name

SIGNED SEALED AND DELIVERED by)
The Guarantor in the presence of:)

.....
Witness signature

.....
Witness Name

NOTICE TO PURCHASER

**Property: 26 WALKHILL DVE, WOLLERT VIC
3750**

Vendor: ZORAN PETROVSKI & JENNY PETROVSKI

ABN: (insert if applicable)

~~1. The above property is a new residential premises or potential residential premises.~~

~~Amount of GST that the Purchaser will be required to pay to the Australian Taxation Office: \$.....~~

~~The payment will be required to be paid on: (insert settlement date)
OR~~

2. The above property is either an existing residential premises or commercial residential premises and therefore the purchaser is not required to withhold GST.

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

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.

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

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.

6.1 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7 IDENTITY OF THE LAND

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

7.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

8 SERVICES

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

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

9 CONSENTS

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

10 TRANSFER & DUTY

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

11 RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security

interest.

- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 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 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12 BUILDER WARRANTY INSURANCE

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

13 GENERAL LAW LAND

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

Money

14 DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the [Banking Act 1959](#) (Cth) is in force.

15 DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be

satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

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

16 BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
 - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17 SETTLEMENT

- 17.1 At settlement:
 - (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the

land; and

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

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18 ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

19 GST

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

20 LOAN

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

21 BUILDING REPORT

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

22 PEST REPORT

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

23 ADJUSTMENTS

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

24 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

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

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

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

despite:

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

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

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

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

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

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

25 GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of

settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

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

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

despite:

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

Transactional

26 TIME & CO OPERATION

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

27 SERVICE

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

28 NOTICES

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

29 INSPECTION

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

30 TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
 - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess

of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31 LOSS OR DAMAGE BEFORE SETTLEMENT

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

32 BREACH

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

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

Default

33 INTEREST

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

34 DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to

receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

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

35 DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

Vendors Statement to the Purchaser of Real Estate

PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	ZORAN PETROVSKI & JENNY PETROVSKI
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Property:	26 WALKHILL DRIVE, WOLLERT VIC 3750
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IMPORTANT NOTICE TO PURCHASERS

1. The use to which you propose to put the property may be prohibited by planning or building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy.
2. The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.
3. You should check with the appropriate authorities as to the availability and cost of providing any essential services not connected to the property.
4. You may be liable to pay a growth areas infrastructure contribution when you purchase this property. The instrument of transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full or an exemption from, or reduction of, the whole or part of the liability to pay the contribution is granted and any remainder of the contribution is paid or there has been a deferral of the whole or part of the liability to pay the contribution or an approval has been given for staged payment of the contribution. The transfer may also be exempted from a growth areas infrastructure contribution in certain situations. It is in your interest to obtain advice as to any potential liability before you commit yourself to buy.

DETAILS MUST BE ATTACHED WHERE NECESSARY, IF INSUFFICIENT SPACE IS AVAILABLE. DELETE AS APPROPRIATE WHEREVER ASTERISK (*) APPEARS.

1. FINANCIAL MATTERS

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

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

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

To

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable

1.4 Sale subject to Mortgage

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

Not Applicable

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	1.5 AVPC No. 110
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	1.6 <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 or property clearance certificate or is as follows	1.7 Date: 1.8 OR 1.9 <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 which 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):-
- (b) Particulars of any existing failure to comply with that easement, covenant or similar restriction are:

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

However, please note that underground electricity cables, sewers or drains may be laid outside registered easements. The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) whether known to the Vendor or not. The Purchaser should make their own enquiries including whether any structures or buildings are constructed over any easements prior to signing the Contract of Sale, otherwise the Purchaser accepts the location of all buildings and shall not make any claims in relation thereto. If the property sold includes common property the Purchaser purchases the property subject to the Strata Titles Act 1967 and/or the Subdivision Act 1989 and the Owners Corporation Act 2006 (as amended) and the regulations made under each Act, the unit entitlement and the unit liability and all other matters or restrictions set out in any plan, scheme, regulation or by-law and the rules of any Owners Corporation.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specific information.

The property is sold subject to any restriction as to the use under any order, plan, scheme, regulation or by-law contained in or made pursuant to the provisions of any legislation. No such restrictions shall constitute a defect in the vendors' title and the purchaser shall not make a requisition or objection, not be entitled to any compensation of the vendor thereof.

4. NOTICES

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

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

Not Applicable

4.2 **Agricultural Chemicals**

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

Not Applicable

4.3 **Compulsory Acquisition**

The particulars of any notice 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):

See attached certificates

The Purchaser acknowledges that he/she has purchased the property as a result of his/her own inspections and enquiries in relation to all the buildings and structures and accepts their condition as at the day of sale and that the said buildings and structures are deemed to comply with all

relevant statutes and local laws and that any failure to comply shall not constitute a defect in the vendors title and the purchaser shall not be entitled to make any requisition, objection or claim any compensation or require the vendor to take any action or perform any act.

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 type="checkbox"/>
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WARNING TO PURCHASER

It is your (the Purchasers) sole responsibility to check with the appropriate authorities as to the availability of and **the cost** of connection or re-connection to the property of any services you require, in particular **whether sewerage is connected.** Unless you contact the supply authority and take over the existing service, a final reading will be obtained (where applicable) and the services may be disconnected on or before the settlement date. It is your responsibility to pay all costs of an incidental to the transfer, connection or re-connection to the land services you require. The Vendor makes no representations that any of the services are adequate for the purchasers proposed use and the purchaser should make their own enquiries.

9. TITLE

Attached are the copies of the following documents:

9.1 (a) **Registered Title**

A Register Search Statement and the document, or part of the 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 32 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 vendors 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 2000 square metres 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).

12. SWIMMING POOLS & SMOKE ALARMS

In the event than an unfenced swimming pool, spa or other body of water is on the land herein described, that is required to be fenced or otherwise protected, the Purchaser will be required at their expense to comply with the provisions of the Building Act 1993 and the Building Regulations 2006 and in particular Part 7 and any other laws or regulations requiring the provision of barriers to restrict the access by young children to the body of water. Further, the Purchaser should note that all dwellings and units are required to be fitted with self contained smoke alarms in accordance with Building Regulations 2006 within 30 days after the completion of any Contract of Sale. The Purchaser acknowledges that any price negotiated is on the basis that the Purchaser will assume full responsibility for fencing or protecting any body of water and installing smoke alarms.

13. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the Vendor or the Vendors 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 NOT required to be provided with or attached to, this Vendor Statement but the Checklist may be attached as a matter of convenience).

14. 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 Vendors Statement" if Section 1.3 (Terms Contract) or Section 1.4 (Sale subject to Mortgage applies).

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DATE OF THIS STATEMENT

/ / 20

Name of the Vendor

ZORAN PETROVSKI	JENNY PETROVSKI
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Signature/s of the Vendor

x	x
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The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

DATE OF THIS ACKNOWLEDGMENT

/ / 20

Name of the Purchaser

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Signature/s of the Purchaser

x	x
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INFORMATION ONLY

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages

Where the property is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the **Sale of Land Act 1962 (Vic)** (sub-section 32(2)(a)).

Terms contracts

Where the property is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the **Sale of Land Act 1962 (Vic)** (sub-section 32(2)(f)).

VENDOR UNDERTAKINGS ONLY TO VENDORS REPRESENTATIVES

I confirm that this statement and the representations and any warranties in lieu of requisitions included in the General Conditions of the Contract of Sale have been prepared solely in accordance with my instructions and from the information and documents provided or approved by me are true and correct. I undertake that I will exercise all possible diligence and provide full disclosure of all relevant information. I am aware that Katie Rock of Rock Conveyancing Services only has been employed to prepare this document, in accordance with my said instructions and the information and documents provided or approved by me. I certify that I am not aware of:- (a) any variation between the land occupied by me and the land described in the Certificate/s of Title. (b) any encumbrance not disclosed in this document. (c) any failure to obtain necessary planning, building or other permits. (d) the property being affected by any environmental issues, Landslip, flooding, fill, latent defects or historical significance issues. (e) any contingent or proposed liabilities affecting any Owners Corporation including any relating to undertaking of repairs of the property. (f) my occupation of any adjacent land which is not contained in land being sold. (g) any buildings erected over any easements (h) any rights over the land (i.e. roadway or walkway) other than those disclosed herein and (i) any proposal in relation to any other land which may affect the land being sold. By signing this Vendors' Statement, I acknowledge that I have read this statement, all the documents and that I will read the representations and warranties to be given by me in lieu of requisitions in the General Conditions contained in the Contract of Sale and I accept sole responsibility for the accuracy of all the information and documents and for providing or omitting all or any of the information, conditions, Titles or documents required or that later may be deemed to be required by Section 32 of the Sale of Land Act 1962, the Domestic Building Contracts and Tribunal Act 1995, the Owners Corporation Act 2006 and/or any other Act or regulation. I agree that this Statement and the documents herewith (including the search of the title) must be updated at the expiration of six (6) calendar months from the date of the search of title herewith and that I will not hold Katie Rock of Rock Conveyancing Services responsible if the Vendor's Statement is not so updated.

Further I accept that Katie Rock of Rock Conveyancing Services does not authorise the use of this Vendor's Statement by any real estate agent other than the one to whom it is first forwarded to by Rock Conveyancing Services and that I must instruct Rock Conveyancing Services to prepare a new Vendors' Statement if I change real estate agents.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- 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

(04/10/2016)

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 11957 FOLIO 877

Security no : 124134111626W
Produced 27/04/2026 01:46 PM

LAND DESCRIPTION

Lot 1009 on Plan of Subdivision 742766Y.
PARENT TITLE Volume 11937 Folio 581
Created by instrument PS742766Y 20/02/2018

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
ZORAN PETROVSKI
JENNY PETROVSKI both of 10 WINSLOW AVENUE LALOR VIC 3075
AQ816284X 13/03/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ816285V 13/03/2018
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD
COVENANT PS742766Y 20/02/2018

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
AL914734P 27/05/2015

DIAGRAM LOCATION

SEE PS742766Y 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: 26 WALKHILL DRIVE WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 15314Q ANZ RETAIL BANKING
Effective from 13/03/2018

DOCUMENT END

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PLAN OF SUBDIVISION	EDITION 1	PS 742766Y
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<p>LOCATION OF LAND</p> <p>PARISH: WOLLERT</p> <p>TOWNSHIP: -</p> <p>SECTION: 12</p> <p>CROWN ALLOTMENT: -</p> <p>CROWN PORTION: 2 (PART) & 3 (PART)</p> <p>TITLE REFERENCE: VOL.11937 FOL.581</p> <p>LAST PLAN REFERENCE: LOT M ON PS742765B</p> <p>POSTAL ADDRESS: EDENVALE BOULEVARD (at time of subdivision) WOLLERT 3750</p> <p>MGA 94 CO-ORDINATES: E 324 725 (approx. centre of land in plan) N 5 834 800 Zone: 55</p>	<p>Council Name: Whittlesea City Council</p> <p>Council Reference Number: 609073 Planning Permit Reference: 712848 SPEAR Reference Number: S076120M</p> <p>Certification</p> <p>This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 08/03/2016</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied has been made and the requirement has been satisfied at Statement of Compliance (Document updated 09/02/2018)</p> <p>Digitally signed by: Renee Kueffer for Whittlesea City Council on 11/10/2017</p> <p>Statement Of Compliance issued: 09/02/2018</p>
---	--

VESTING OF ROADS AND/OR RESERVES		NOTATIONS
IDENTIFIER	COUNCIL/BODY/PERSON	<p>STAGING This is is not a staged subdivision Planning Permit No. 712848</p> <p>DEPTH LIMITATION DOES NOT APPLY</p> <p>SURVEY This plan is is not based on survey This survey has been connected to permanent marks no(s) 21, 38, 49, 84, In Proclaimed Survey Area No. - 165 & 176</p> <p>LOTS 1 TO 1000 AND A TO M (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.</p> <p>AREA OF LAND SUBDIVIDED (EXCLUDING LOT N) - 1.569ha</p>
ROAD R1	WHITTLESEA CITY COUNCIL	

EASEMENT INFORMATION

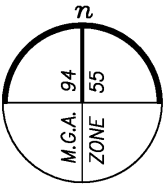
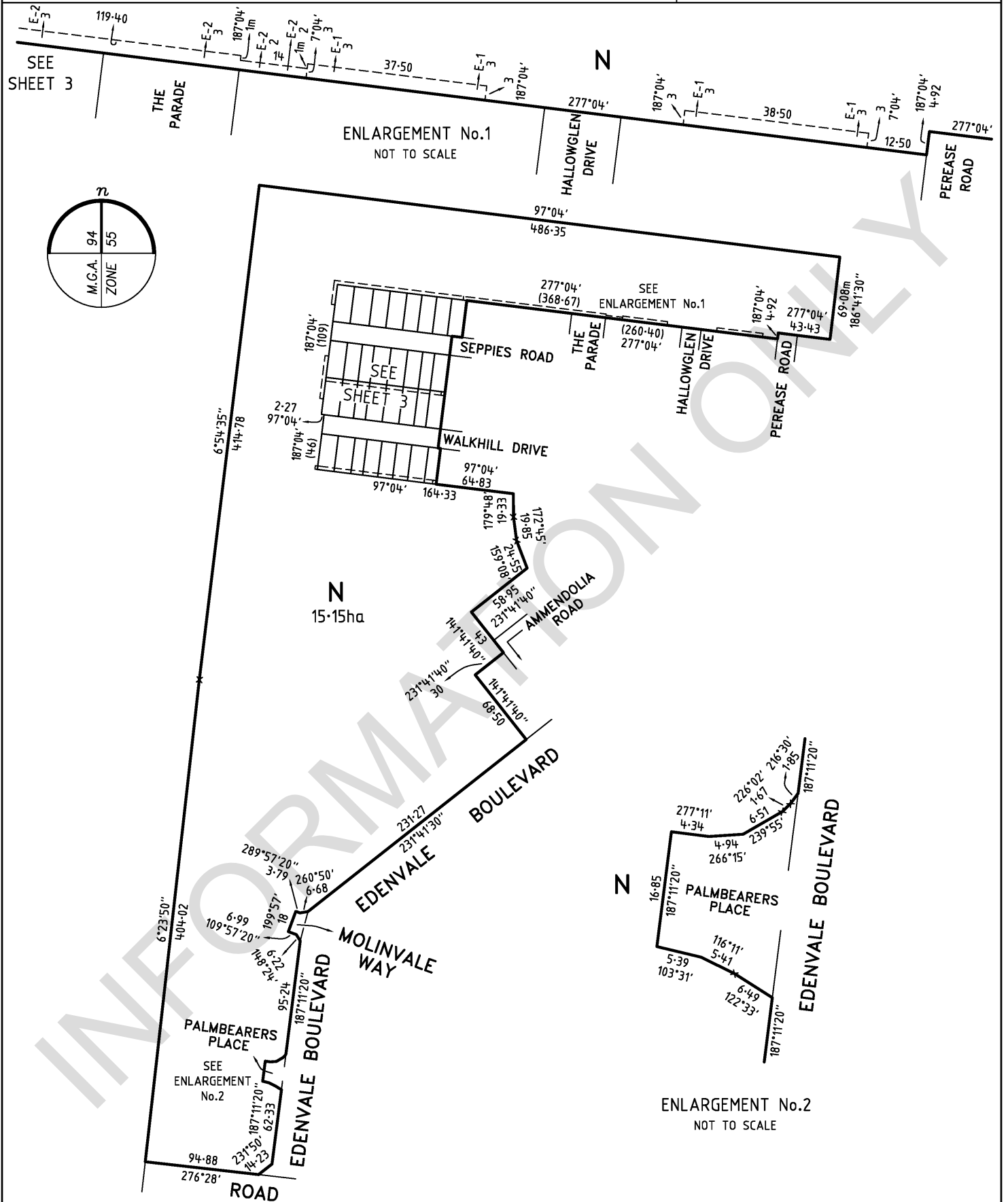
LEGEND: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement

SUBJECT LAND	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	DRAINAGE	SEE DIAG	PS734553N	WHITTLESEA CITY COUNCIL
E-1	SEWERAGE	SEE DIAG	PS734553N	YARRA VALLEY WATER CORPORATION
E-2	DRAINAGE	SEE DIAG	PS742765B	WHITTLESEA CITY COUNCIL
E-2	SEWERAGE	SEE DIAG	PS742765B	YARRA VALLEY WATER CORPORATION
E-3	DRAINAGE	SEE DIAG	THIS PLAN	WHITTLESEA CITY COUNCIL
E-3	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION

<p>EDEN GARDENS - 10 32 LOTS & BALANCE LOT N</p> <p>Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992</p> 	<p>LICENSED SURVEYOR GREGORY STUART WILLIAMS</p> <p>DATE 20/09/17 REFERENCE 26690103</p> <p>VERSION E DRAWING 2669010AE</p> <p>Digitally signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd), Surveyor's Plan Version (E), 10/10/2017, SPEAR Ref: S076120M</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 1 OF 5 SHEETS</p> <p>PLAN REGISTERED TIME: 11:05 AM DATE: 20/02/2018</p> <p>Assistant Registrar of Titles</p>
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PLAN OF SUBDIVISION

PS 742766Y



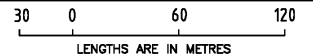
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LICENSED SURVEYOR GREGORY STUART WILLIAMS

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DATE 20/09/17
VERSION E

REFERENCE 26690103
DRAWING 2669010AE

ORIGINAL SHEET SIZE A3

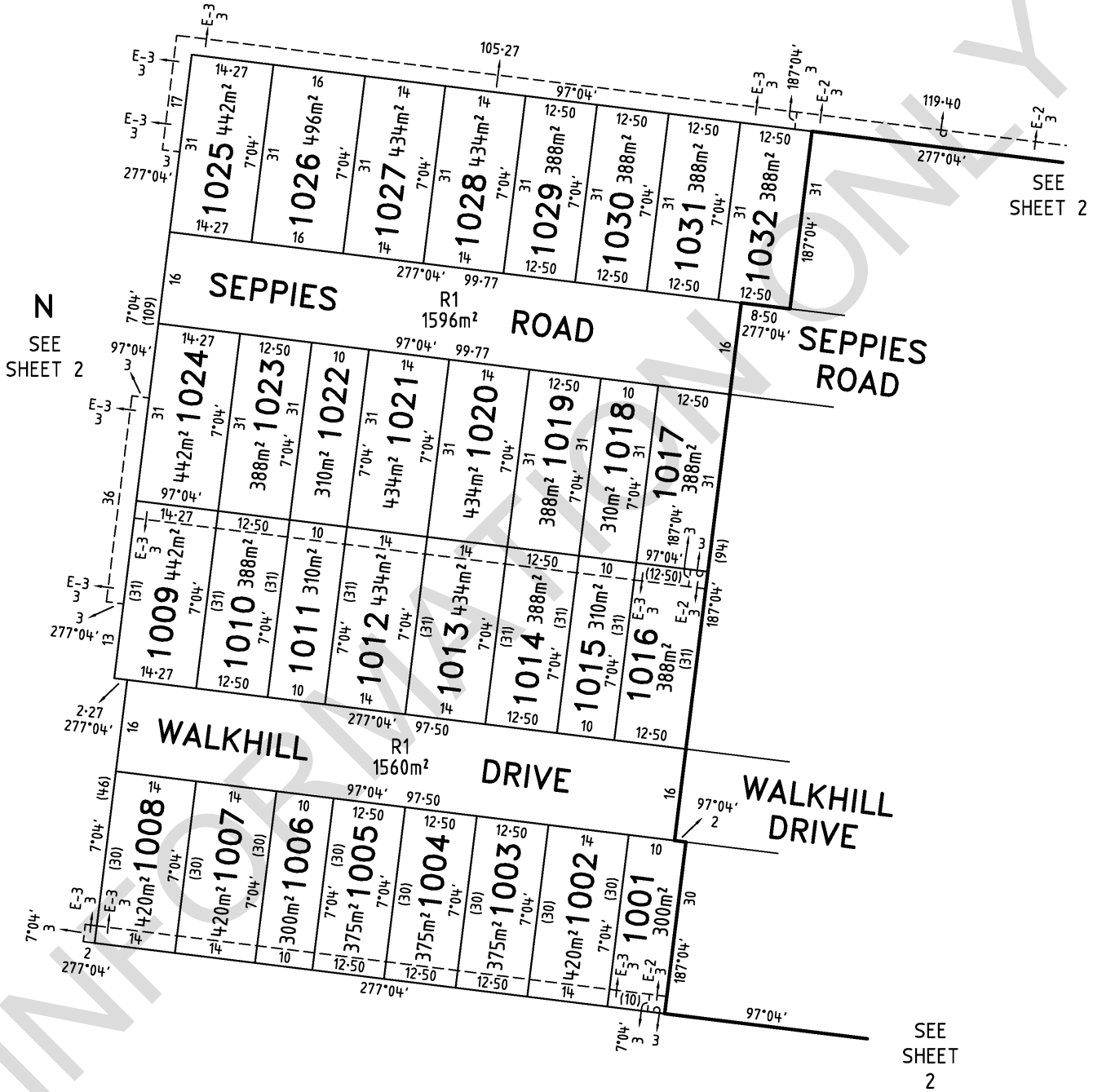
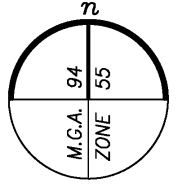
SHEET 2

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PLAN OF SUBDIVISION

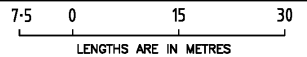
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EDEN GARDENS - 10

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE 1:750



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 16 Eastern Road South Melbourne
 Vic 3205 Australia
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DATE 20/09/17
 VERSION E

REFERENCE 26690103
 DRAWING 2669010AE

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 SHEET 3

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 SPEAR Ref: S076120M

PLAN OF SUBDIVISION

PS 742766Y

CREATION OF RESTRICTION 'A'

Upon Registration of this plan the following restriction is created:

Land to benefit: Lots 1001 to 1032 (both inclusive) on this plan.

Land to be burdened: Lots 1001 to 1032 (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 permit to be built or remain on the lot any building other than a building that has been constructed in accordance with the endorsed memorandum of common provisions (MCP) registered in dealing no. AA2723 and the building envelope plans shown on sheet 5 of this plan except with the prior written consent of the Responsible Authority.

2. build or erect or permit to be built or erected or remain on the burdened lot or any part of it:

2.1 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 Eden Gardens Design Review Committee in accordance with the "Eden Gardens House Design Guidelines" as amended from time to time; or

2.2 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 the relevant authority in accordance with the "Eden Gardens House Design Guidelines" as amended from time to time;

3. erect or allow any signs to remain on the burdened lot other than the following:

3.1 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

3.2 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

3.3 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 Eden Gardens Design Review Committee prior written approval of those signs;

4. use the burdened lot or any part of it as a display home except with the Eden Gardens Design Review Committee's prior written consent;

5. 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-house on the burdened lot.

6. construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less except with the prior written consent of the Responsible Authority.

7. construct any wall of the second level of any dwelling on a corner lot unless it is setback a further 900mm from the ground level wall that faces a local street, except with the prior written consent of the Responsible Authority.

In this restriction "Development" means the land known as Eden Gardens, Harvest Home Road, Wollert which includes the land in this plan.

This restriction shall cease to have effect on 31 December 2020.

CREATION OF RESTRICTION 'B'

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

Land to benefit: Lots 1001 to 1032 (both inclusive) on this plan.

Land to be burdened: Lots 1001 to 1032 (both inclusive) on this plan.

DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of a lot on this Plan of Subdivision his heirs executors administrators and transferees shall not at any time on the said lot or any part or parts thereof build or cause to be built or allow to be built or allow to remain more than one private dwelling-house (which expression shall include a house, apartment, unit or flat).

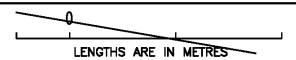
EDEN GARDENS - 10

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 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia
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SCALE



DATE 20/09/17

REFERENCE 26690103

VERSION E

DRAWING 2669010AE

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SHEET 4

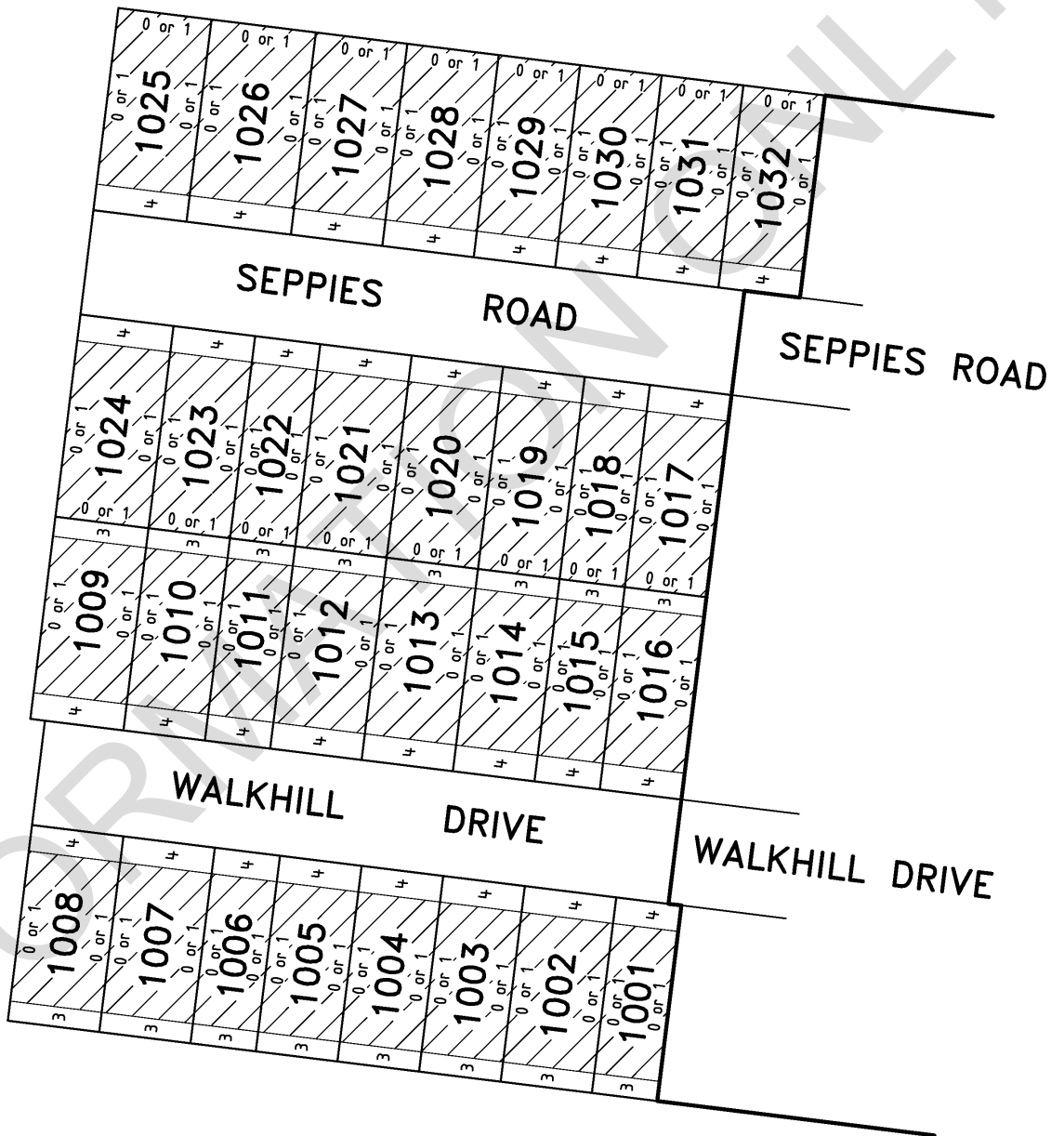
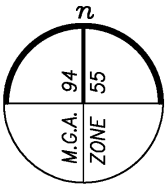
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 10/10/2017, SPEAR Ref: S076120M

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 11/10/2017,
 SPEAR Ref: S076120M

PLAN OF SUBDIVISION

PS 742766Y

BUILDING ENVELOPE PLAN



N

LEGEND

 BUILDING ENVELOPE

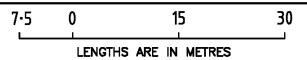
EDEN GARDENS - 10

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 Vic 3205 Australia
 Tel 03) 9699 1400 Fax 03) 9699 5992



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SCALE
1:750



DATE 20/09/17
VERSION E

REFERENCE 26690103
DRAWING 2669010AE

ORIGINAL SHEET SIZE A3
SHEET 5

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 SPEAR Ref: S076120M

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

Section 181 Planning and Environment Act 1987

AL914734P

27/05/2015 \$116.50 173



registers and indexes.

Form 18

Lodged by:

Name: MADDOCKS
 Phone: 9258 3555
 Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
 Ref: TGM:6259089
 Customer Code: 1167E

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

Land: Volume 11340 Folio 303

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

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

A copy of the Agreement is attached to this Application

Signature for the Authority:

Name of officer:

DAVID TURNBULL

Position Held:

CEO

Date:

7.5.2015

AL914734P

27/05/2015 \$116.50 173



WHITTLESEA CITY COUNCIL

Council

- and -

GIUSEPPE MOLINO

the Owner

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

Subject Land: Part of 270F Harvest Home Road Wollert

BEST HOOPER
Solicitors
563 Little Lonsdale Street
MELBOURNE

Ref: JDC:1009.1007
Tel: 9670 8951
Fax: 9670 2954

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27/05/2015 \$116.50 173



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INFORMATION ONLY



Maddocks

PLANNING AND ENVIRONMENT ACT 1987

AL914734P

27/05/2015 \$116.50 173

SECTION 173 AGREEMENT



THIS AGREEMENT is made the 20th day of MAY

2014 2 DIS

BETWEEN:

WHITTLESEA CITY COUNCIL
of 25 Ferres Boulevard, South Morang VIC 3752

("Council")

- and -

GIUSEPPE MOLINO
of 570 Summerhill Road, Wollert Vic 3750

("the Owner")

INTRODUCTION

- A. The Council is the Responsible Authority for the Planning Scheme under the Act.
- B. The Owner is, or is entitled to be registered as the proprietor of the Subject Land.
- C. The Subject Land is subject to Clause 43.04, Development Plan Overlay - Schedule 21 of the Whittlesea Planning Scheme and is affected by Clause 45.06 Development Contributions Plan Overlay - Schedule 10 - the *Epping North East Development Contributions Plan*.

- D. On 30 September 2014 the Council granted Planning Permit No. 712/848 permitting multi lot residential subdivision situated at 270F Harvest Home Road, Wollert, for the removal of dry stone walls, and the construction of dwellings on lots less than 300 square metres in accordance with plans to be endorsed, subject to conditions, including Condition 1 which requires the Owner to enter into this Agreement.
- E. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. AG773629L in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- F. The Owner and the Council have agreed for the purposes of Condition 1 of the Permit that the Owner will provide land, works, services and/or facilities to satisfy part of the development and open space contributions payable under

AL914734P



the Development Contributions Plan and Planning Scheme in accordance with the terms of this Agreement.

G. The Parties enter into this Agreement:-

- a) To give effect to Condition 1 of the Permit;
- b) To achieve and advance the objectives of planning in Victoria and the objectives of the planning scheme in respect of the Subject Land; and
- c) To set out the terms and conditions for the relocation of the APA Gas Main (if required).

IT IS AGREED:

1. DEFINITIONS

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

- 1.1 **"the Act"** means the *Planning and Environment Act 1987*.
- 1.2 **Adjustment Index"** means the index used under the Development Contributions Plan to adjust the value of land and infrastructure projects referred to in the Development Contributions Plan.
- 1.3 **"this Agreement"** means this Agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.
- 1.4 **APA** means the APA Group.
- 1.5 **"APA Gas Main"** means the APA gas main located within the Harvest Home Road road reserve.
- 1.6 **Certificate of Practical Completion** means a certificate in writing prepared by an officer of Council stating that an Infrastructure Project has been completed to the satisfaction of Council.
- 1.7 **"Council"** means the City of Whittlesea in its capacity as the Responsible Authority under the Planning Scheme and the Collecting Agency and the Development Agency under the Development Contributions Plan.
- 1.8 **"CPI"** means the annual consumer Price Index (All Groups) Melbourne as published by the Australian Bureau of Statistics.
- 1.9 **Construction Procedures** means the construction procedures set out at Annexure B.
- 1.10 **Date of Practical Completion** means the date on which Council states in writing that an Infrastructure Project has been completed to its satisfaction.

AL914734P

27/05/2015 \$116.50 173



- 1.11 **"Development Contributions"** means development contributions payable under the Development Contributions Plan.
- 1.12 **"Development Contributions Plan"** means the *Epping North East Structure Plan - Local Development Contributions Plan* as incorporated under the Planning Scheme for the purposes of Clause 45.06 of the Planning Scheme.
- 1.13 **"Development Contributions List"** means the list of all development contributions required for each infrastructure project as set out in Annexure A of this Agreement.
- 1.14 **"the Endorsed Plan"** means the plan(s), endorsed with the stamp of the Council from time to time, as the plan(s) which form part of the Permit or any other plan approved by the Council.
- 1.15 **"Development Plan"** means the Epping North East Development Plan approved under Development Plan Overlay by Council December 2008 as amended from time to time.
- 1.16 **"Infrastructure Project"** means an Infrastructure Project included in the Development Contributions List.
- 1.17 **"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.
- 1.18 **"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.
- 1.19 **"party or parties"** means the Owner and Council under this Agreement as appropriate.
- 1.20 **"Permit"** means Planning Permit No. 712/848 as amended from time to time.
- 1.21 **"Plan of Subdivision"** means the plan of subdivision of the Subject Land permitted by the Permit and shown on the Endorsed Plan.
- 1.22 **"Planning Scheme"** means the Whittlesea Planning Scheme and any other planning scheme which applies to the Subject Land.
- 1.23 **"Project"** means Infrastructure Projects numbers 1(a), 2(a), 3(a) and 4 as identified in the Development Contributions List.
- 1.24 **"Public Open Space Contribution"** means the public open space contribution requirement on the Plan of Subdivision pursuant to condition 22 of the Permit and Clause 52.01 of the Planning Scheme and where provided by way of land, shall be generally in the location shown on the Subdivision Concept Plan.

AL914734P



- 1.25 **"Statement of Compliance"** means a Statement of Compliance under the *Subdivision Act 1988*.
- 1.26 **"Stages 1 to 4"** means the subdivision permitted by Planning Permit Bo. 711707 issued on the 15th day of January 2010.
- 1.27 **"Structure Plan"** means the Epping North East Local Plan Structure Plan dated 8 May 2008.
- 1.28 **"Subdivision Concept Plan"** means Subdivision Plan Reference No. 6690001 Drawing No. 669000JF, dated 1 June 2012, prepared by Bosco Jonson Pty Ltd as may be amended from time to time with the approval of the Council.
- 1.29 **"Subject Land"** means the land comprised in Certificate of Title Volume 11340 Folio 303 and being Lot E on Plan of Subdivision No. 636375H.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person, this Agreement binds them jointly and each of them severally.
- 2.5 A 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.
- 2.6 The introductory clauses to this Agreement are, and will be deemed to form part of this Agreement.
- 2.7 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 same meaning as defined in the Act.
- 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.

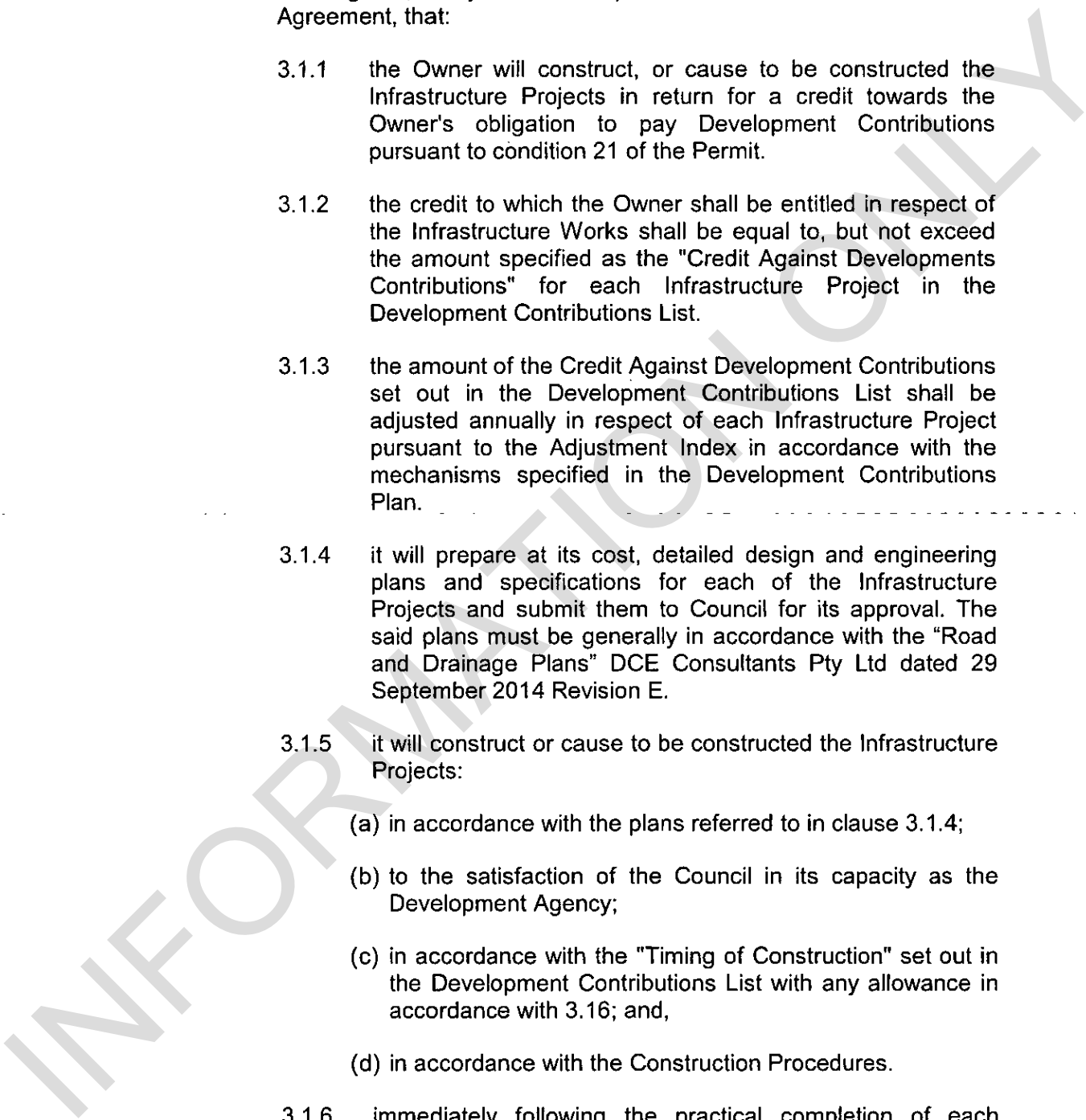
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3. WORKS-IN-LIEU OF DEVELOPMENTS CONTRIBUTIONS

- 3.1 Except with the written consent of the Council, the Owner covenants and agrees, subject to the provisions of Clause 3.2 of this Agreement, that:
 - 3.1.1 the Owner will construct, or cause to be constructed the Infrastructure Projects in return for a credit towards the Owner's obligation to pay Development Contributions pursuant to condition 21 of the Permit.
 - 3.1.2 the credit to which the Owner shall be entitled in respect of the Infrastructure Works shall be equal to, but not exceed the amount specified as the "Credit Against Developments Contributions" for each Infrastructure Project in the Development Contributions List.
 - 3.1.3 the amount of the Credit Against Development Contributions set out in the Development Contributions List shall be adjusted annually in respect of each Infrastructure Project pursuant to the Adjustment Index in accordance with the mechanisms specified in the Development Contributions Plan.
 - 3.1.4 it will prepare at its cost, detailed design and engineering plans and specifications for each of the Infrastructure Projects and submit them to Council for its approval. The said plans must be generally in accordance with the "Road and Drainage Plans" DCE Consultants Pty Ltd dated 29 September 2014 Revision E.
 - 3.1.5 it will construct or cause to be constructed the Infrastructure Projects:
 - (a) in accordance with the plans referred to in clause 3.1.4;
 - (b) to the satisfaction of the Council in its capacity as the Development Agency;
 - (c) in accordance with the "Timing of Construction" set out in the Development Contributions List with any allowance in accordance with 3.16; and,
 - (d) in accordance with the Construction Procedures.
 - 3.1.6 immediately following the practical completion of each Infrastructure Project, the Owner must -
 - 3.1.6.1 maintain each Infrastructure Project in good order and condition and rectify any defects for a period of 3 months from the date of a Certificate of Practical Completion for the Infrastructure Project; and,



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3.1.6.2 provide Council with a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project.

Council and Owners Covenants

- 3.2 The Owner covenants and agrees that the balance (if any) of Development Contributions payable after accounting for the credit under this Agreement including any deferred contributions payable in respect of previous stages of subdivision of the Subject Land namely stages 1 - 4 shall be paid in accordance with the Development Contributions Plan.
- 3.3 The Council and the Owner acknowledge and agree that the Owner is not obliged to make any payments to Council for Development Contributions until the Owner has exhausted its entitlement to credits in respect of the Infrastructure Projects.
- 3.4 The Council and the Owner acknowledge that the Owner may request Council to agree to a variation of the maximum amount of the credit in respect of only Infrastructure Project No. 3(a) in the Development Contributions List provided that any request must:
- 3.4.1 be in writing;
 - 3.4.2 be accompanied by a detailed list of the items which are said to have caused an increase in cost of the Infrastructure Project beyond the amount set out in the Development Contributions List;
 - 3.4.3 comprise a detailed estimate of the cost of each of the items comprising the proposed claim; and,
 - 3.4.4 clearly set out the total revised cost of the Infrastructure Project being claimed as the credit.
- 3.5 The Council and the Owner agree that if within 14 days of receipt of any written request pursuant to clause 3.4, the Council either refuses the request, grants a credit less than what is claimed or fails to respond in writing to the request, there shall be deemed to be a dispute which either party can refer for resolution in accordance with the provisions of clause 4 of this Agreement.

Contribution for Public Open Space

- 3.6 if any of the Public Open Space Contribution is proposed to be satisfied as a land contribution, it must be shown on a plan of subdivision generally in accordance with the Subdivision Concept Plan and as a reserve to vest in the Council.

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- 3.7 if any of the Public Open Space Contribution required under the Planning Scheme is not satisfied by a land contribution, it must be paid as a cash payment to the Council prior to the issue of a Statement of Compliance for the final stage of the Plan of Subdivision.
- 3.8 if the Owner has not satisfied the public open space contribution in respect of Stages 1 – 4 such contribution must be made or paid to Council prior to the issue of a Statement of Compliance for Stage 12.

Path networks

- 3.9 in addition to Infrastructure Project No. 4 in the Development Contributions List, the Owner must construct at the Owner's cost in each and every respect a local shared path running north-south along the connector street linking Edendale Boulevard to the regional shared path extending along the Subject Land's northern boundary in the linear open space instead of the local shared path shown in the Development Plan and Structure Plan and bisecting the Subject Land east-west through the proposed retirement village site.
- 3.10 the local shared path referred to in clause 3.9 is to be constructed in accordance with plans and specifications first approved by the Council.

Indexation

- 3.11 the amount of the Development Contributions payable will be adjusted annually in accordance with the adjustment methodology contained in the Development Contributions Plan.

Council's Costs

- 3.12 the Owner must pay to the Council, the Council's costs and expenses of and incidental to the preparation, drafting, review, finalisation, engrossment, execution and registration of this Agreement and until those costs are paid they will remain a debt of the Owner to the Council.

APA Gas Main

- 3.13 In the event that the Road and Drainage Plans referred to in clause 3.1.4 require to be amended because of the presence of the APA Gas Main, the Council shall be responsible for all costs relating to such amendment including any costs associated with any survey to determine the location of the APA Gas Main. If such costs are paid by the Owner, the Council agrees to reimburse such costs within 21 days of submission to the Council of evidence of payment of such costs by the owner.
- 3.14 In the event that the APA Gas Main is required to be relocated to enable the Owner to undertake Infrastructure Projects 1(a) and 2(a), the Council shall meet all costs directly associated with the relocation

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of the APA Gas Main including any additional drainage and engineering fees and any costs to relocate other services.

- 3.15 In the event that the relocation of the APA Gas Main is undertaken by the Owner with the approval of the Council, the Council shall pay to the Owner, within 21 days of submission of an invoice all costs incurred by the Owner directly associated with the relocation of the APA Gas Main including any additional drainage and engineering fees.
- 3.16 The Council shall extend the date for completion for the Infrastructure Projects approved under Condition 1(a) of the Planning Permit by such period of time that reflects any delay caused by any relocation of the APA Gas Main outside of the Owner's control.

4. DISPUTE RESOLUTION

- 4.1 If a dispute arises between the Council and the Owner as to whether the Owner has constructed any of the Infrastructure Projects in accordance with the provisions of this Agreement either the Council or the Owner may refer the dispute to an arbitrator holding civil engineering qualifications. In the event that the parties cannot agree on an arbitrator, the arbitrator shall be appointed by the Australian Institute of Arbitrators and Mediators Australia for determination. The Parties shall have the right to make submissions in writing to the arbitrator and, if the Parties agree, to make oral representations at a hearing. The determination of the arbitrator is final and binding on the parties. The cost of the arbitrator shall be borne by the Owner.
- 4.2 In the event of any dispute between the Council and the Owner under clause 3.4, 3.13 and 3.14 of this Agreement, either party shall have the right to refer such dispute to an independent Quantity Surveyor whose decision shall be final and binding on the Parties. The Parties shall have the right to make submissions in writing to the Quantity Surveyor and, if the Parties agree, to make oral representation at a hearing before such Quantity Surveyor. The cost of the Quantity Surveyor shall be borne by the Owner.

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5. ACKNOWLEDGMENT AND COVENANTS OF COUNCIL

- 5.1 The Council acknowledges that the Owner's covenants in this Agreement satisfy conditions 1 of the Permit.
- 5.2 The Council covenants that it will immediately apply to register this Agreement pursuant to Section 181 of the Act.

Bank Guarantees

- 5.3 The Bank Guarantees, dated 19 March 2012, held by the Council in respect of development infrastructure levies, payable in respect of the subdivision of the completed Stages 1-4 of the subdivision of the Eden Gardens Estate shall be returned by the Council to the Owner with two weeks of the execution of this Agreement.
- 5.4 The bank guarantees, dated 19 March 2012, held by the Council in respect of Public Open Space contributions payable in respect of the subdivision of the completed Stages 1-4 of the subdivision of the Eden Gardens Estate shall be returned by the Council to the Owner within two weeks of the execution of this Agreement.

Public Open Space

- 5.5 Council acknowledges that the Public Open Space Contribution satisfies the Owner's public open space contribution liabilities pursuant to Clause 52.01 of the Planning Scheme and/or Section 18 of the *Subdivision Act* 1988 in relation to the Subject Land for the subdivision approved under the Permit, the subdivision of land in Stages 1 - 4 as approved under planning permit 711/707 and any further land only subdivision of the Subject Land .
- 5.6 Subject to the provisions of Clause 5.7 the Owner will not be liable for any further public open space contribution in relation to the Subject Land for the subdivision approved under the Permit, the subdivision of land in Stages 1-4 as approved under Planning Permit 711/707 and any further land only subdivision of the Subject Land.
- 5.7 For the avoidance of doubt, the exemption from any further public open space contribution, as referred to in the proceeding Clauses, does not extend to the subdivision of any building constructed on any lot created by the subdivision of the Subject Land except where such building is part of any retirement village.

6. FURTHER OBLIGATIONS OF THE OWNER

The Owner further covenants and agrees that:

- 6.1 **Notice and Registration**

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The Owner will bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns;

6.2 Further actions

6.2.1 The Owner will do all things necessary, including signing any further agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of ensuring that the Owner carries out the Owner's covenants under this Agreement and to enable the Council to enforce the performance by the Owner of such covenants and undertakings.

6.2.2 The Owner will consent to the 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 the 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.

7. AGREEMENT UNDER SECTION 173 OF THE ACT

The Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act and in satisfaction of the obligation imposed by Condition 1 of Planning Permit No. 712/848.

8. OWNERS WARRANTIES

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

9. SUCCESSORS IN TITLE

Without limiting the operation or effect which 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:

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

9.2 Execute a deed agreeing to be bound by the terms of this Agreement.

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10. GENERAL MATTERS

10.1 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 by:

- 10.1.1 delivering it personally to that party;
- 10.1.2 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; and
- 10.1.3 sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party hand delivery or prepaid post.

10.2 A notice or other communication is deemed served if:

- 10.2.1 delivered, on the next following business day;
- 10.2.2 posted, on the expiration of two business days after the date of posting; and,
- 10.2.3 sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

10.3 No Waiver

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

10.4 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.

10.5 No Fettering of the Council's Powers

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

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11. COMMENCEMENT OF AGREEMENT

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

12. ENDING OF AGREEMENT

- 12.1 This Agreement ends when the Owner has complied with all of the covenants by the Owner under the Agreement to the satisfaction of the Council.
- 12.2 This Agreement may be ended by agreement between Council and the Owner.
- 12.3 If this Agreement relates to more than one lot and the owner of that lot has complied with all of the obligations in relation to that lot, the owner of that lot may request Council to end this Agreement in relation to that lot.
- 12.4 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(1) of the Act to cancel the recording of this Agreement on the register.

INFORMATION ONLY

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EXECUTED by the parties on the date set out at the commencement of this Agreement.

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



[Handwritten signature]
.....

Delegate

SIGNED SEALED AND DELIVERED by GIUSEPPE MOLINO in the presence of:

[Handwritten signature]
.....
Witness

INFORMATION

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Mortgagee's Consent

National Australia Bank as Mortgagee of registered mortgage No. **AG773629L** 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.

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

.....
For and on behalf of the Mortgagee.

INFORMATION ONLY

AL914734P



Annexure A
Development Contributions List

Infrastructure Project	Total Cost	Owners Contribution	Credit Against Development Contributions	Timing of Construction
1(a) Construction of the Harvest Home Road Intersection Project No R024 in the Development Contributions Plan generally in accordance with the approved "Road and Drainage Plans" DCE Consultants Pty Ltd dated 29 September 2014 Revision E with any amendments required under the Permit.	\$1,483,000	100%	\$1,053,163.00	Construction of this project shall commence as part of the first stage of the subdivision (Stage 5 of the Plan of Subdivision) approved by Permit No. 712848 and must be completed before the issue of a Statement of Compliance for the third stage of any subdivision (Stage 7 of the Plan of Subdivision) approved by the Permit.
1(b) Council checking and supervision fee on Infrastructure Project 1(a).	-	100%	100%	
1(c) VicRoads fee in relation to Infrastructure Project 1(a)	\$52,560	100%	\$52,560	
2a) Construction of the Harvest Home Road Duplication. Project No. R004 in the DCP generally in accordance with the "Road and Drainage	\$1,300,000	100%	\$438,979.00 (486m x \$903.25 p/m)	Construction must commence as part of the first stage of the Plan of Subdivision (Stage 5 of the Plan of Subdivision)

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Infrastructure Project	Total Cost	Owners Contribution	Credit Against Development Contributions	Timing of Construction
Plans" DCE Consultants Pty Ltd dated 29 September 2014 Revision E 2014.				approved by Permit No. 712848 and must be completed before the issue of a Statement of Compliance for the third stage of any subdivision (Stage 7 of the Plan f Subdivision) approved by the Permit .
2(b) Land contribution for the Harvest Home Road Duplication	-	100%	\$388,885 (0.68Ha x \$571,890 p.Ha)	Has previously been transferred to the Council
2(c) Council checking and supervision fee on Infrastructure project 2(b).	-	100%	100%	
3(a) Northern kerb of southern carriageway and Redding Rise infrastructure works. generally in accordance with plans and specifications generally in accordance with the "Road and Drainage Plans" DCE Consultants dated 29 September 2014 Revision E 2014.	\$197,000*	100%	\$197,000	Construction of this project must commence as part of first stage of the subdivision (Stage 5 of the Plan of Subdivision) approved by the Permit No. 712848 and must be completed before the issue of a Statement of Compliance for third stage of any subdivision (Stage 7 of the Plan of Subdivision)

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Infrastructure Project	Total Cost	Owners Contribution	Credit Against Development Contributions	Timing of Construction
				approved by the Permit.
3(b) Council checking and supervision fee on Infrastructure Project 3(a)	-	100%	100%	
4 Construction of the shared path east-west along the northern shared trail network in the linear open space Project No PC01 in the DCP.	-	100%	\$70,095.78 (486m x \$144.23 p/lm)	Completed before the issue of a Statement of Compliance for the seventh stage of any subdivision (Stage 12 of the Plan of Subdivision) approved by the Permit

Notes:

All figures are where relevant, costed or indexed to 2013.

INFORMATION ONLY

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Annexure B

Construction Procedures

Procedure for issue of Certificate of Practical Completion

1. Upon the completion of an Infrastructure Project the Owner must notify Council and any other relevant authority.
2. Within 14 days of receiving notice of the completion of an Infrastructure Project from the Owner, Council and/or any other relevant authority must inspect the Infrastructure Project and determine whether to issue the Certificate of Practical Completion.
3. If Council is not satisfied with the Infrastructure Project, Council may refuse to issue a Certificate of Practical Completion provided Council:
 - a. identifies in what manner or respect the Infrastructure Project is not satisfactorily completed; and
 - b. what must be done to satisfactorily complete the Infrastructure Project.
4. Council may, notwithstanding the detection of a minor non-compliance determine to issue a Certificate of Practical Completion if Council is satisfied that the proper completion of the outstanding matter can be secured by the payment of a financial amount to Council or the provision of some other security for the proper completion of that outstanding matter.

Access

5. Before accessing land owned by Council or a third party for the purpose of constructing any Infrastructure Project or undertaking any maintenance or repair of defects in respect of any Infrastructure Project in accordance with this Agreement, the Owner must satisfy Council or if requested by a third party that person, that the Owner has:
 - a. consent of the owner of land to access such land;
 - b. it has satisfied any condition of such consent; and
 - c. in place all proper occupational health and safety plans as may be required under any law of the State of Victoria.
6. Subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project to be completed, maintained or repaired in accordance with the approved plans.

Quality of work

7. Apart from any other requirement contained in the Agreement, all work must:
 - a. Accord with Council's Engineering Standard Drawings and Specifications unless otherwise approved;
 - b. use good quality materials, not involving asbestos and which are suitable for the purpose for which they are required;
 - c. be carried out in a good and workmanlike manner;
 - d. be fit and structurally sound, fit for purpose and suitable for its intended use;
 - e. not encroach on land other than the land shown in any plans or specifications approved by Council;
 - f. comprise best industry practice;

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- g. unless otherwise authorised comply with any relevant current Australian Standard; and
- h. accord with a construction management plan to be prepared to the satisfaction of Council.

INFORMATION ONLY



Z Petrovski & J Petrovski
26 Walkhill Drive
WOLLERT VIC 3750



029
I007030
DLX1_14935

Assessment number: 1017565

Property details

26 Walkhill Drive WOLLERT VIC 3750
LOT 1009 PS 742766Y
AVPCC 110 Detached Dwelling



To receive your rates notice via email, register at whittlesea.enotices.com.au
Reference No: 59690BCD3Z

Issue date: 21/01/2026

Valuation details

Site Value \$420,000
Capital Improved Value \$875,000
Net Annual Value \$43,750
Valuation operative date 01/07/2025
Level of value date 01/01/2025

Instalments

Amount payable by
28/02/2026

\$691.00

Instalment 3 **\$691.00**
Due by 28/02/2026

Instalment 4 **\$691.00**
Due by 31/05/2026

Rates and charges

Overdue amount	\$0.00
3rd instalment	\$691.00
Total Payable by 28/02/2026	\$691.00

Payments received after 15 January 2026 may not be included on this notice



Scan here to pay



How to pay

- whittlesea.vic.gov.au
- Phone 1300 301 185
- Council Offices
See the back of this notice for opening hours and locations

BPAY

Biller Code: 5157
Ref: 1017565
BPAY this payment via internet or phone banking

FlexiPay

Set up your flexible payment options.
Scan the QR code or visit
whittlesea-pay.enotices.com.au

Post Billpay
 Post Billpay Code: 0350
Ref: 10175653
Pay in person at any post office:
☎ 131 816 or 📧 postbillpay.com.au
Scan the barcode below and pay with your iPhone, iPad or Android device. Download the Australia Post mobile app.



*350 10175653

27th April 2026

Rock Conveyancing Services C/- Triconvey2 (Reselle
LANDATA

Dear Rock Conveyancing Services C/- Triconvey2 (Reselle,

RE: Application for Water Information Statement

Property Address:	26 WALKHILL DRIVE WOLLERT 3750
Applicant	Rock Conveyancing Services C/- Triconvey2 (Reselle LANDATA
Information Statement	31030134
Conveyancing Account Number	7959580000
Your Reference	657738

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

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

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	26 WALKHILL DRIVE WOLLERT 3750
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

Melbourne Water Property Information Statement

Property Address	26 WALKHILL DRIVE WOLLERT 3750
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STATEMENT UNDER SECTION 158 WATER ACT 1989

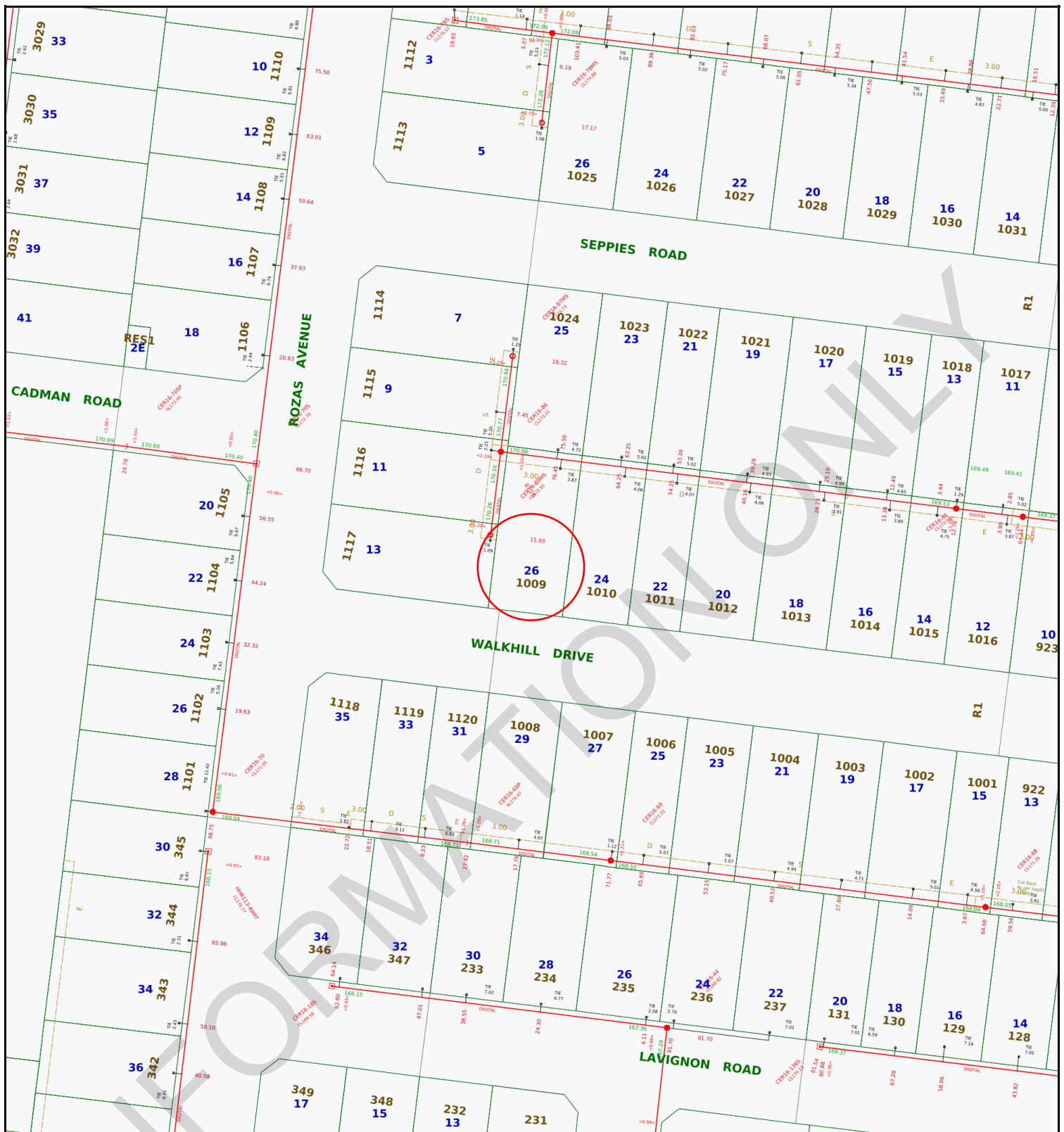
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 31030134**

Address	26 WALKHILL DRIVE WOLLERT 3750
Date	27/04/2026
Scale	1:1000



ABN 93 066 902 501

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

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

7th June 2018

Application ID: 337920

CONDITIONS OF CONNECTION

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

Approval Detail

Water

Required Services

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

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Water & Sewer Connection	1381829

Specific conditions affecting encumbrances on property:

Recycled Water

Conditions of Connection Details

GENERAL

In these conditions the terms,

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

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

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

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

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

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

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

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

WATER

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

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

of connection.

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

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

All tapplings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Waters contractor Select Solutions on 1300 735 328. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Select Solutions.

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 735 328. If you wish to cancel the booking you will need to contact Yarra Valley Water (if applicable) to seek a refund. A cancellation fee may apply.

METER ASSEMBLIES & POSITIONING

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

Water meter assemblies:

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

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

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

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

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

REMOVAL OF WATER METERS

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

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

DAMAGED OR STOLEN METERS

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

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

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

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

RECYCLED WATER CONDITIONS

Supplementary Conditions of Connection for Class A Recycled Water

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

Checklist	√ or X
------------------	---------------

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

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

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

Recycled Water Supply

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

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

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

1. Breaching these Conditions

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

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

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

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

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

the property owner must:

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

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

For further details, please email recycledwater@yvw.com.au.

3. Recycled Water Plumbing

3.1. Toilet cisterns

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

3.2. Rainwater Tanks

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

3.3. External Taps – Residential

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

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

3.4. External Taps – Non-Residential

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

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

3.5. Laundry Use

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

3.6. Irrigation Systems

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

tested.

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

3.7. Regulatory Prohibition Hybrid Signs

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

4. Uses of Recycled Water

- 4.1. Below is a summary list. For a more detailed information or clarification on Class A acceptable use please contact Yarra Valley Water.
- 4.2. Properties which YVW require the site occupier to be on a Recycled Water Agreement are subject to the uses approved by YVW as stated in their Recycled Water Agreement.

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

5. Plumbing Standards

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

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

6. Inspections For Recycled Water Plumbing Works

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

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

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

(b) R2 – All internal pipework prior to plastering

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

(c) R3– Commissioning prior to occupancy

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

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

For inspection related enquiries:

Email: rwplumbinginspection@yvw.com.au

Phone: 9872 2518

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

7. Temporary Cross Connections

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

8. Tappings

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

9. Locking Device

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

10. Meter Assemblies & Positioning

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

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

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

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

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

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

10.7. Minimum separation between meters as follows:

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

11. Stolen Meters

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

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

12. Owner's Responsibility

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

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

12.2. For Irrigation Systems:

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

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

SEWER

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

Following the completion of new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water easyACCESS@yvw.com.au. Photographs of plans are not acceptable.

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.

Rock Conveyancing Services C/- Triconvey2 (Reselle
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 8119678422
Rate Certificate No: 31030134

Date of Issue: 27/04/2026
Your Ref: 657738

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
26 WALKHILL DR, WOLLERT VIC 3750	1009\PS742766	5153182	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2026 to 30-06-2026	\$21.04	\$21.04
Residential Water and Sewer Usage Charge <i>Step 1 – 40.920000kL x \$3.57240000 = \$146.18</i> <i>Step 2 – 14.080000kL x \$4.68710000 = \$65.99</i> Estimated Average Daily Usage \$2.28	10-11-2025 to 11-02-2026	\$212.17	\$0.00
Residential Sewer Service Charge	01-04-2026 to 30-06-2026	\$121.26	\$121.26
Residential Recycled Water Usage Charge <i>Recycled Water Usage – 10.000000kL x \$1.96810000 = \$19.68</i>	10-11-2025 to 11-02-2026	\$19.68	\$0.00
Parks Fee	01-04-2026 to 30-06-2026	\$22.39	\$22.39
Drainage Fee	01-04-2026 to 30-06-2026	\$31.16	\$31.16
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$195.85



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.

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2025, 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.

Recycled water is available at this property

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

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: 5153182

Address: 26 WALKHILL DR, WOLLERT VIC 3750

Water Information Statement Number: 31030134

HOW TO PAY



Bill Code: 314567
Ref: 81196784229

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

17th May 2018

Elise Van Mourik
Henley Arch Pty Ltd
care of
permits@henley.com.au

Dear Elise Van Mourik,

APPLICATION FOR BUILD OVER CONDITIONS

Application ID	333864
Property Address	26 WALKHILL DRIVE WOLLERT 3750
Service Location ID	5153182

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

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

Build Over Condition Summary *

Residential or Habitable Structure

- cannot build over any sewer branch and 600mm horizontal clearance is required

Excavation & Landscaping

- can be undertaken over the sewer main and 600mm horizontal and vertical clearance is required, maximum fill over the sewer main is 1m
- can be undertaken over the sewer branch servicing the property and 600mm horizontal and vertical clearance is required, maximum fill over the sewer branch is 1m

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

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

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

Yours sincerely,

A handwritten signature in cursive script that reads "Joe Gargaro".

Joe Gargaro

Divisional Manager, Development Services

INFORMATION ONLY

SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:

For any residential or habitable structure in the vicinity of a property connection branch servicing the property, the following apply:

1. Refer to attached plan 'B' for this structure.
2. Pad footings/ foundations are permitted.
3. The proposed structure cannot be built over the property connection branch. A minimum of 600 mm horizontal clearance between the proposed works/ foundations and the property connection branch is required.
4. Footings/ foundations must extend a minimum depth to the angle of repose to the invert level of the property connection branch to ensure that no additional load will be placed on the property connection branch by the structure.
5. Driven piles are not permitted.
6. Maximum width allowed for eaves is 600mm.

For any excavation and landscaping for a residential property in the vicinity of a property connection branch servicing the property, the following apply:

1. Refer to attached plan 'D' for this structure.
2. The proposed structure can be built over the property connection branch. A minimum 600 mm horizontal clearance between the proposed works/ foundations and the property connection branch is required.
3. A minimum vertical cover of 600 mm over the property connection branch is required.
4. Maximum fill allowed over property connection branch is 1.0 m
5. Pad footings/ foundations are permitted
6. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that additional load will be placed on the property connection branch by the structure
7. Pier and beam foundations traversing the property connection branch must be a minimum of 600 mm from the property connection branch but no further away than 1000 mm.
8. Driven piles are not permitted.

For any excavation and landscaping for a residential property in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to attached plan 'A' or 'D' for this structure.
2. A minimum 600 mm horizontal clearance from the outside edge of the sewer main is required.
3. Driven Piles are not permitted.
4. Pad footings/foundations are permitted.
5. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. 24 hour unobstructed access is required.
7. Where you need to transverse the sewer main during excavation or landscaping, the following additional conditions apply
8. The maximum fill allowed over the sewer main is 1.0 m.

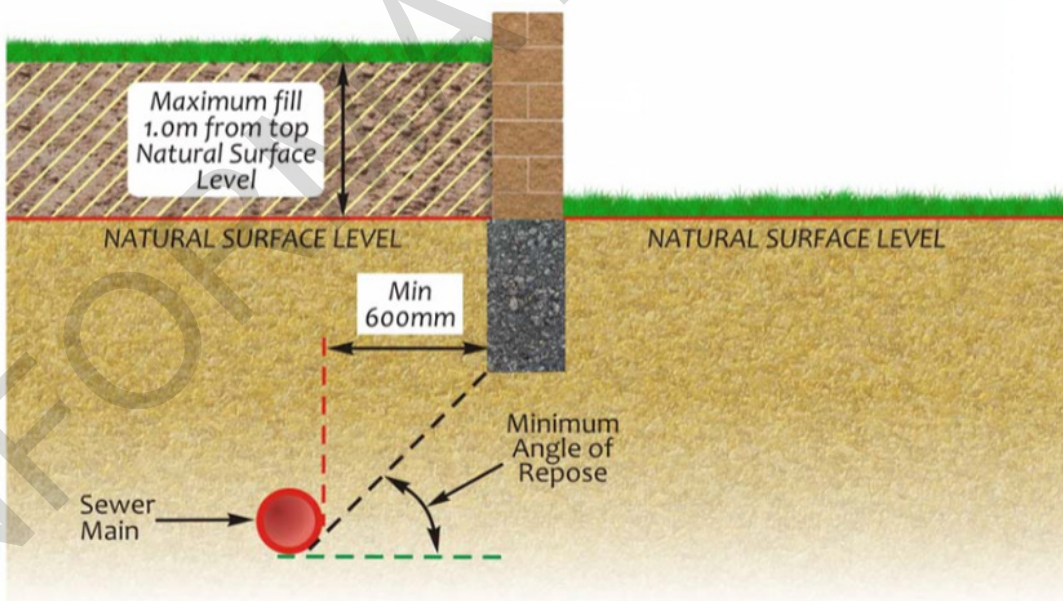
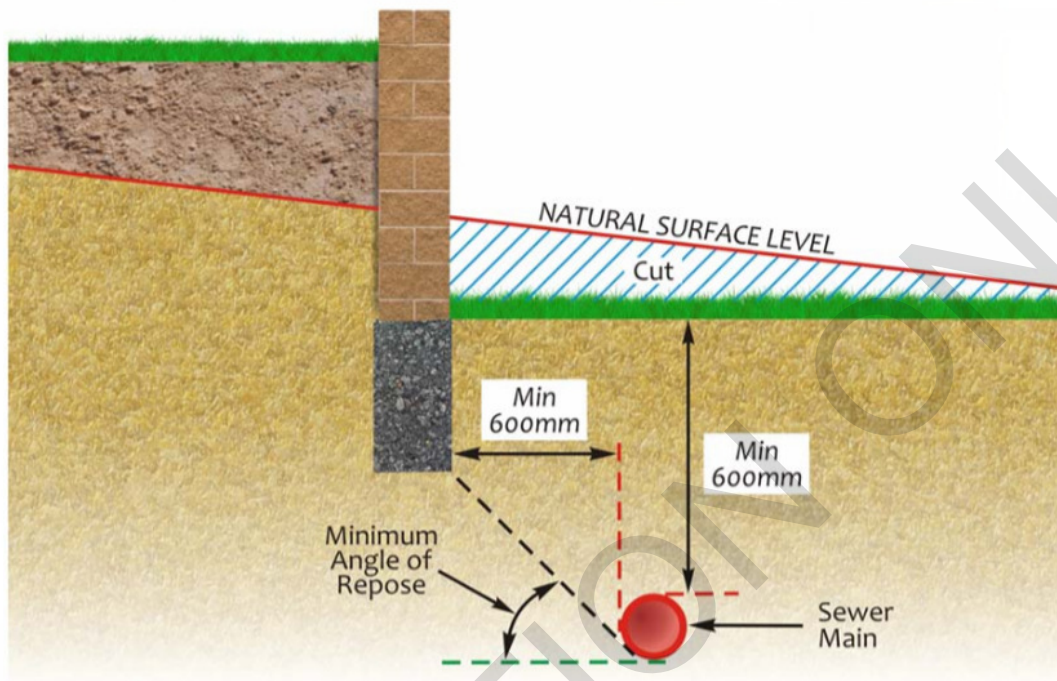
9. A minimum 600 mm vertical clearance is to be maintained over the sewer main
10. Rockeries and other garden ornamentation are permitted.
Feature works must be easily relocatable.
11. Below ground ponds are not permitted.
12. The Owner will be responsible for the emptying and refilling of water features. This must comply with the current water restrictions in place.

INFORMATION ONLY

EXCAVATION - LANDSCAPING

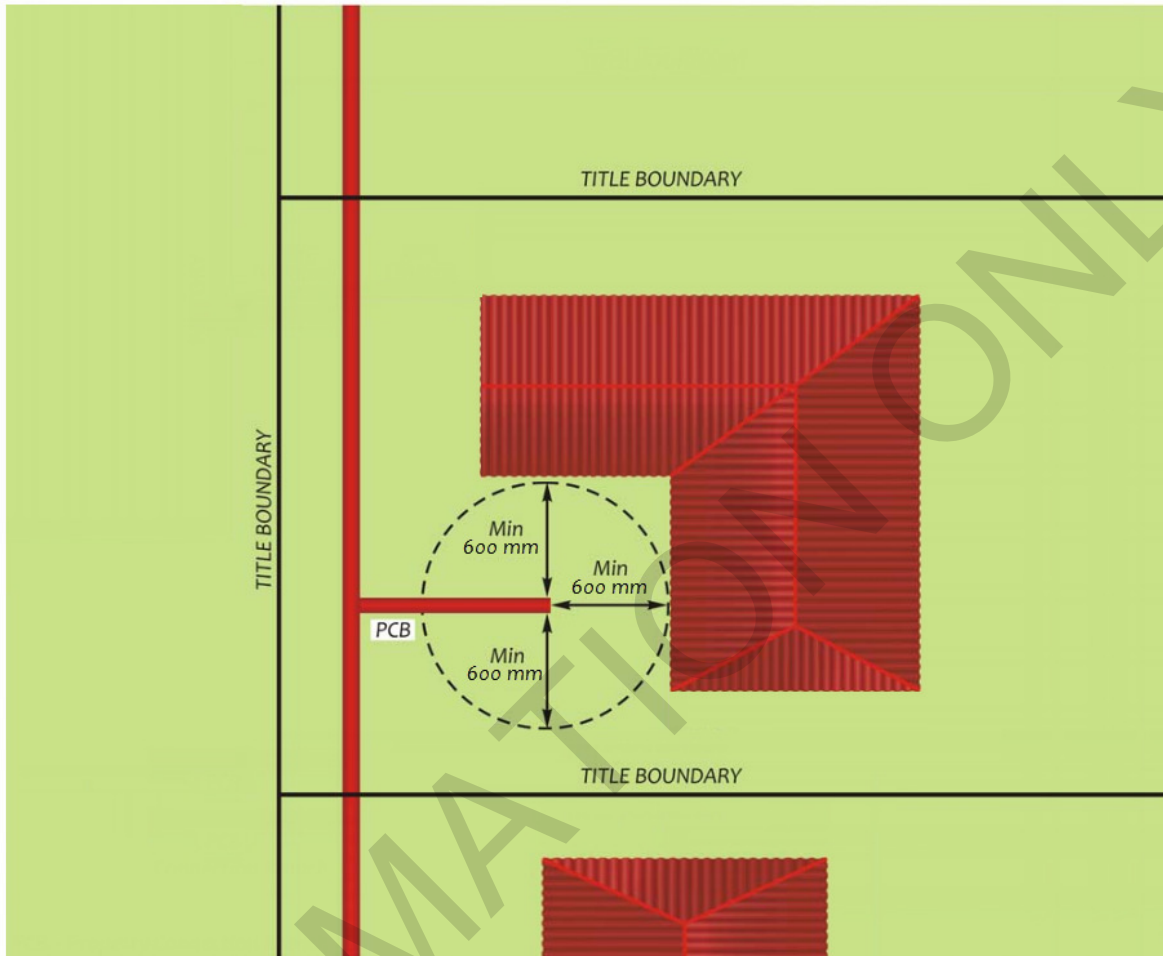
EXCAVATION - CUT & FILL

ADJACENT TO SEWER

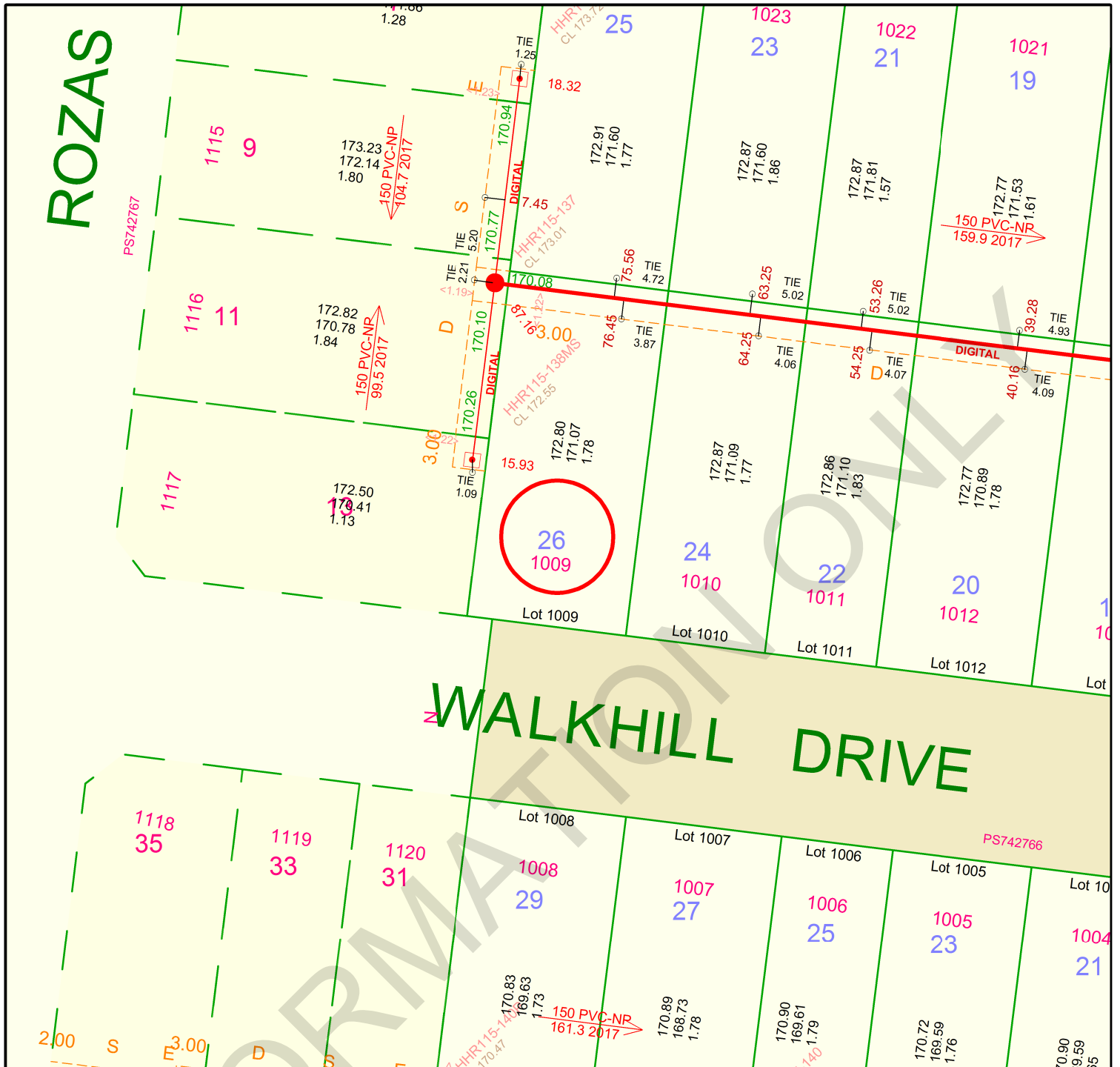


RESIDENTIAL PROPERTY CONNECTION BRANCH

RESIDENTIAL PROPERTY CONNECTION BRANCH



PCB - Property Connection Branch



**Yarra Valley Water
Sewerage Depth Offset
Asset Map**

Address 26 WALKHILL DRIVE WOLLERT 3750

Date	17/05/2018
Scale	500



ABN 93 066 902 501

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

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

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

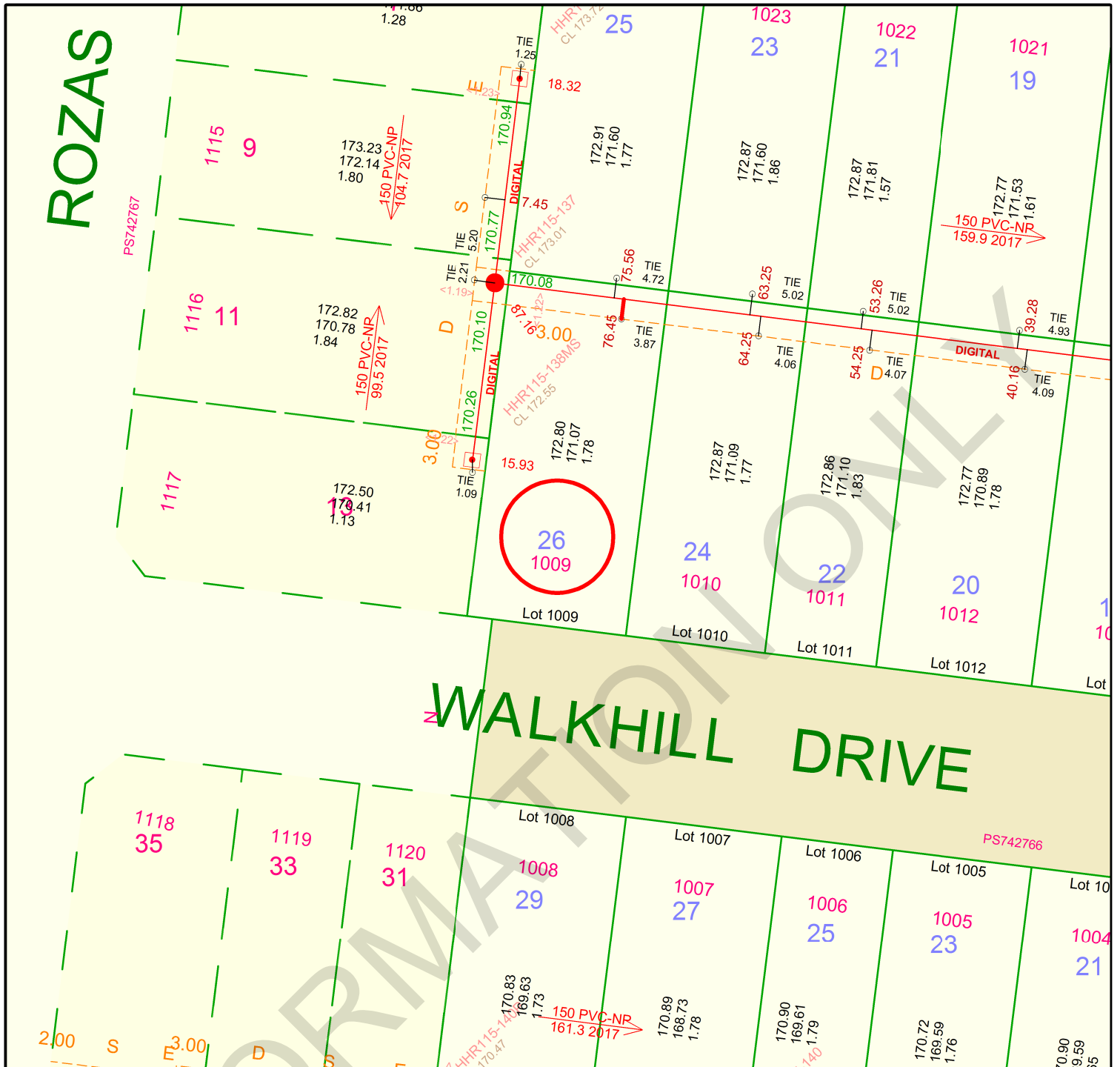
Abbreviation Pipe Material	
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCON	CC Re/Un-reinforced
PP_SW	POLYPROPYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Pipe Size: 150
Pipe Material: PVC-NP
Average Depth (m): 3.02
Branch Length (m): 1.78



Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.
 If pipe offset is not shown, it is unknown and will need to be proven on site.

YVW Ref: 5153182

















Yarra Valley Water Address 26 WALKHILL DRIVE WOLLERT 3750

Sewer Branch Asset Map

Date	17/05/2018		
Scale	500		

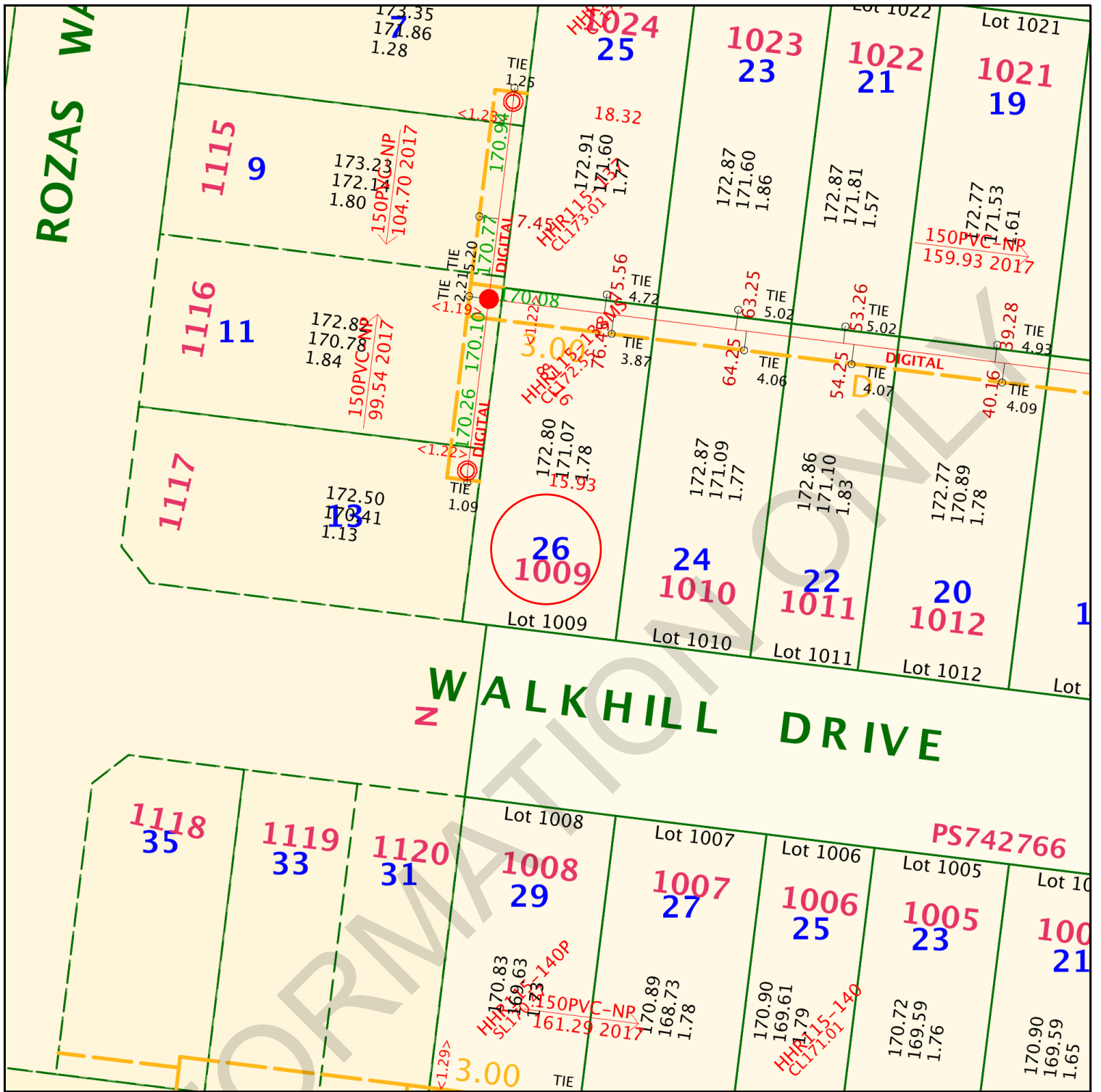
Disclaimer: This Sewerage Branch Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.



ABN 93 066 902 501

Existing Title		Circular Access Point		Abbreviation Pipe Material	ASSET DETAILS Branch Size: 100 Branch Material: PVC-NP Branch Depth (m): 1.732 Branch Length(m) 1.78
Proposed Title		Offset Distance			
Access Point Number	 SPS12-34	Square Manhole			
Sewer Pipe Flow		End of Pipe			
Existing Sewer		Maintenance Shaft			
Change of Grade		Inspection Shaft			
		Pump Station			
		Ventilation			

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

YVW Ref: 5153182








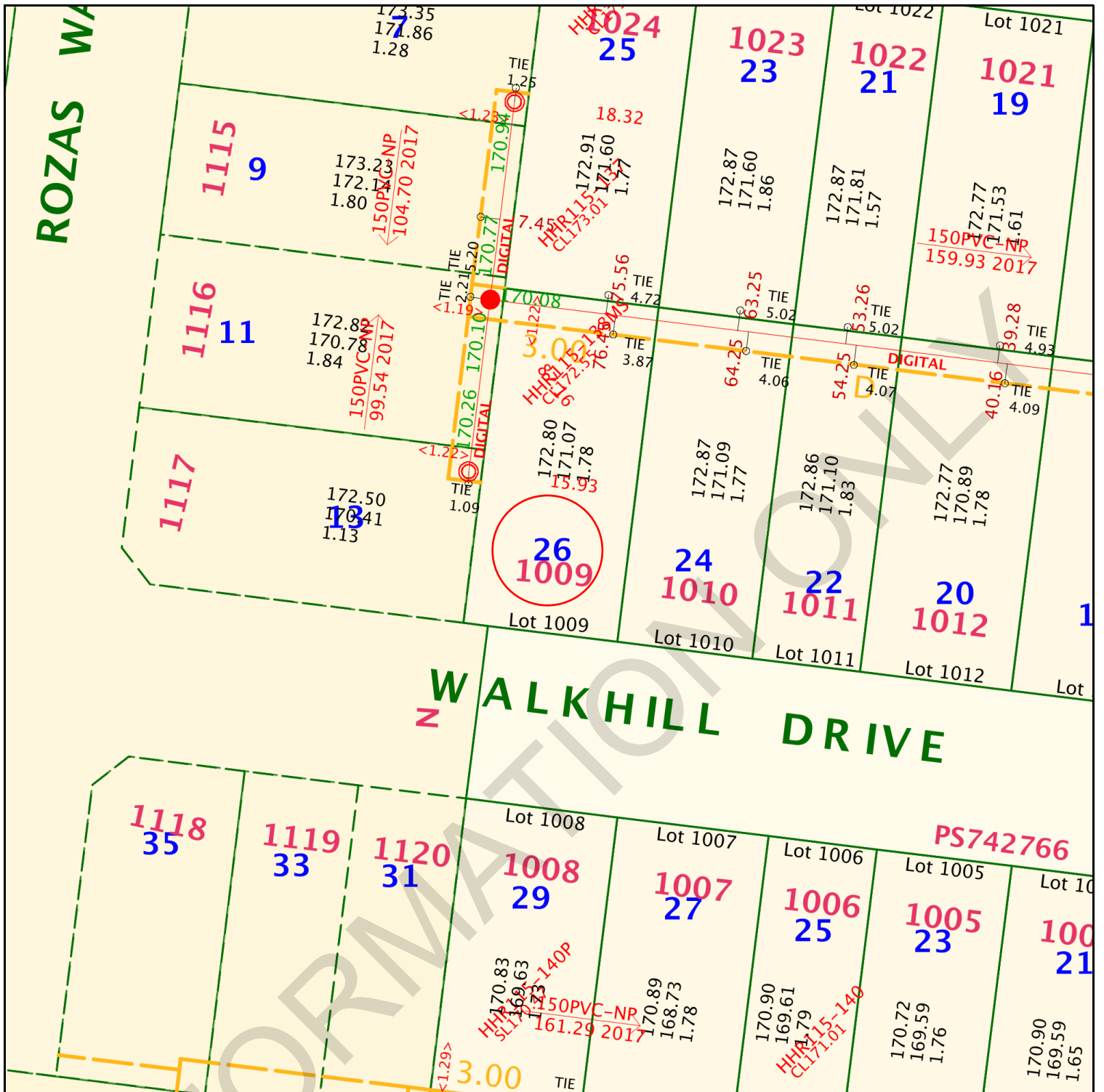
Yarra Valley Water Build Over Plan Reference: Plan B Residence & Habitable Structures	Address 26 WALKHILL DRIVE WOLLERT 3750		 Yarra Valley Water ABN 93 066 902 501	
	<table border="1"> <tr> <td>Date</td> <td>17/05/2018</td> </tr> <tr> <td>Scale</td> <td>1:500</td> </tr> </table>			Date
Date	17/05/2018			
Scale	1:500			



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

Yarra Valley Water Application ID: 333864

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

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








Yarra Valley Water Build Over Plan Reference: Plan D General Structures	Address	26 WALKHILL DRIVE WOLLERT 3750			 Yarra Valley Water ABN 93 066 902 501
	Date	17/05/2018			
	Scale	1:500			

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

Yarra Valley Water Application ID: 333864

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

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Orange line		Boundary of easement.
Red shaded area		Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area		Assets and area that cannot be built over.
Green highlighted assets		Asset or easement that can be built over subject to conditions specified.

CONDITIONS APPLICABLE TO THIS APPLICATION:

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

Standard conditions:

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

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

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

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

From www.planning.vic.gov.au at 28 April 2026 01:53 PM

PROPERTY DETAILS

Address: **26 WALKHILL DRIVE WOLLERT 3750**
 Lot and Plan Number: **Lot 1009 PS742766**
 Standard Parcel Identifier (SPI): **1009\PS742766**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **1017565**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 181 J2**

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

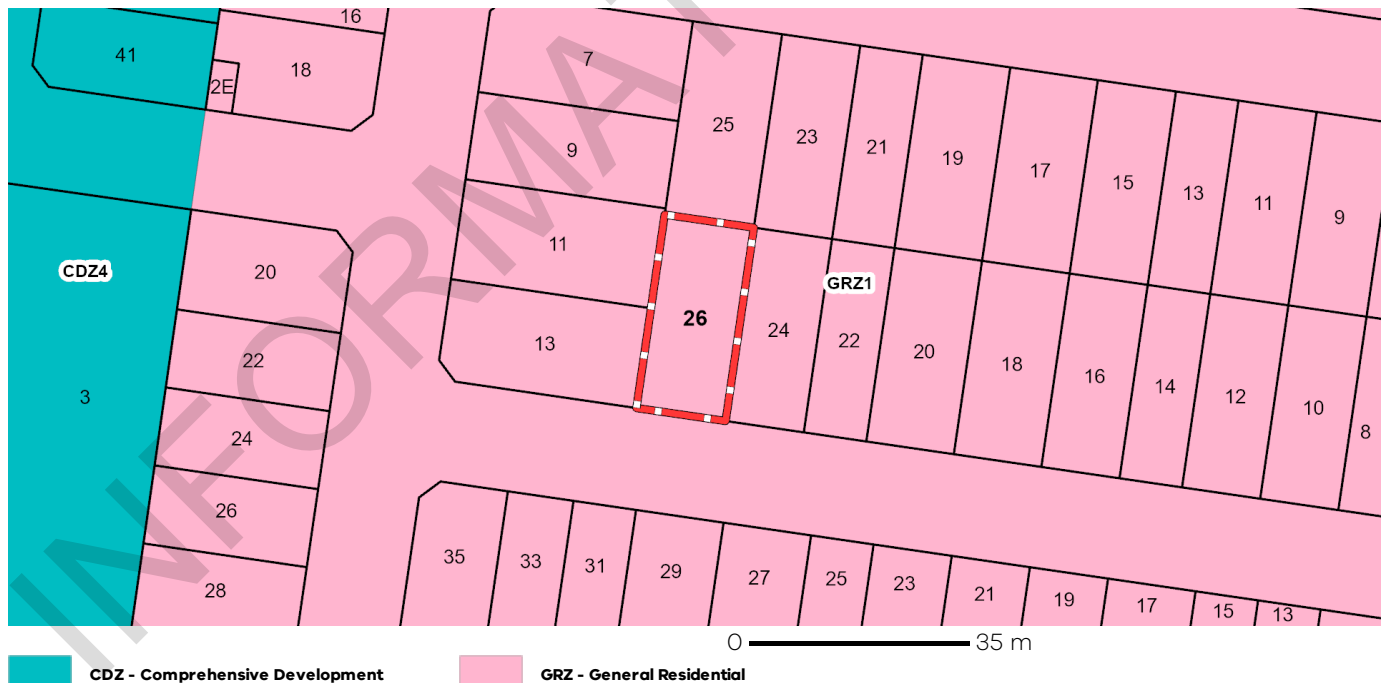
Legislative Council: **NORTHERN METROPOLITAN**
 Legislative Assembly: **THOMASTOWN**
OTHER
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
 Fire Authority: **Country Fire Authority**

[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 CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 10 (DCPO10)

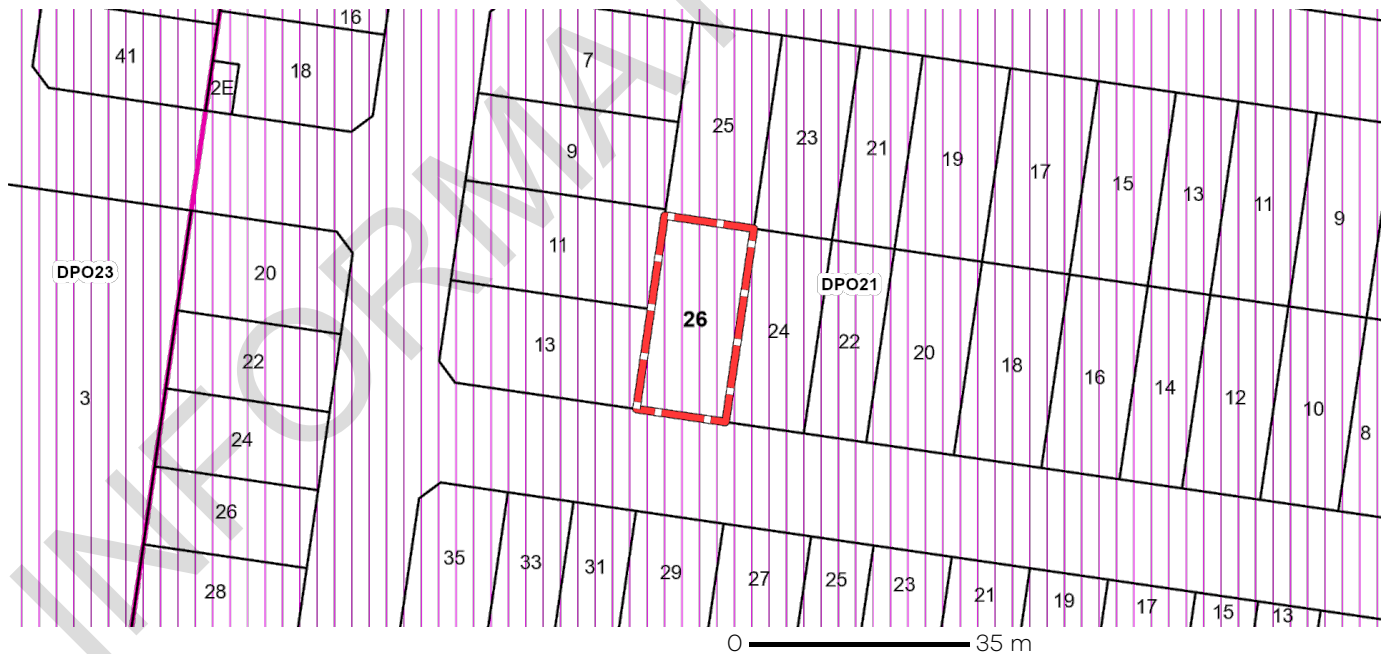


DCPO - Development Contributions Plan Overlay

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

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 21 (DPO21)



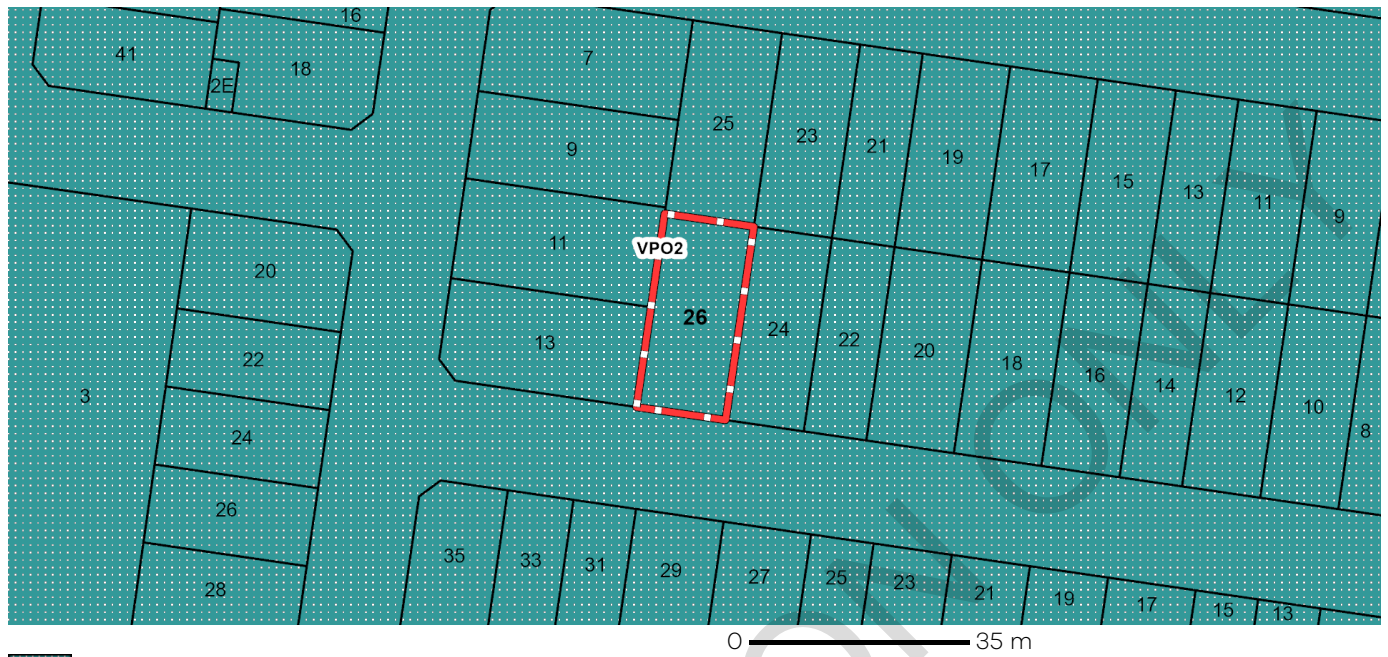
DPO - Development Plan Overlay

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

Planning Overlays

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)

[VEGETATION PROTECTION OVERLAY - SCHEDULE 2 \(VPO2\)](#)



VPO - Vegetation Protection Overlay

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

Further Planning Information

Planning scheme data last updated on 24 April 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 affect the land.

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

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

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

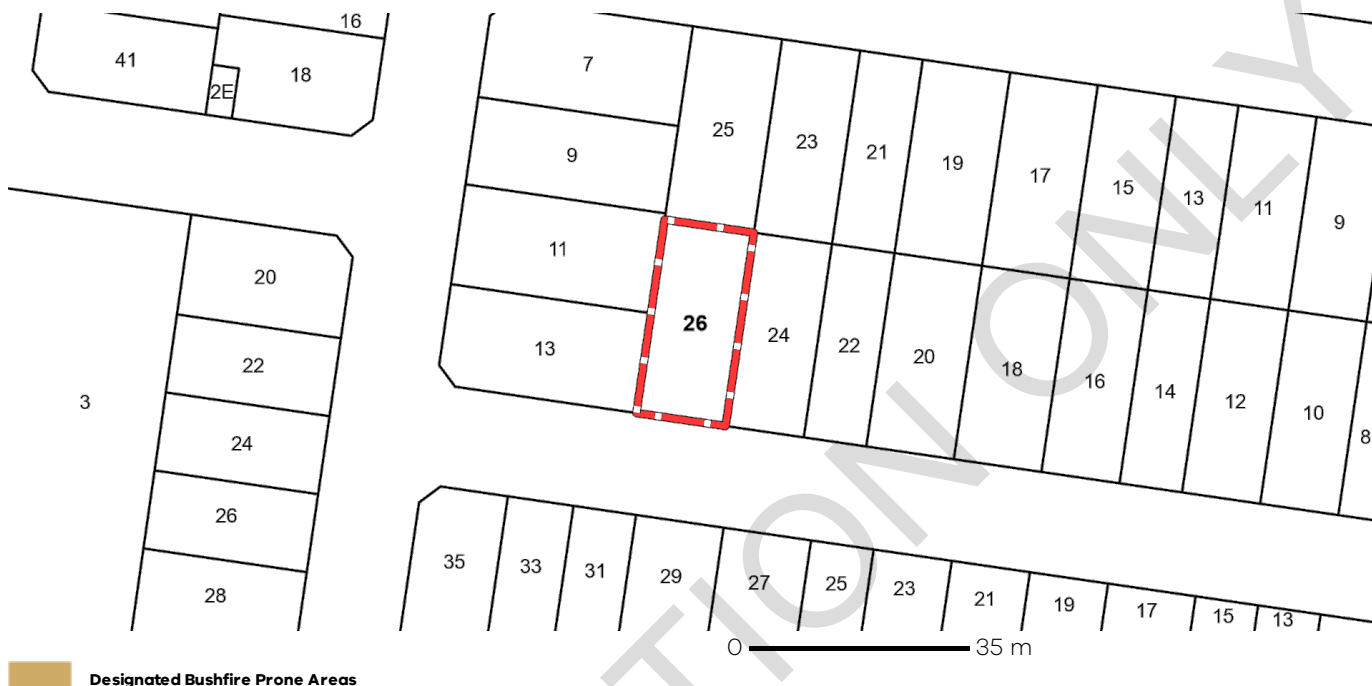
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

Native plants that are indigenous to 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 \(environment.vic.gov.au\)](https://www.environment.vic.gov.au) or please contact your relevant council.

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

FORM 2

Building Act 1993

Building Regulations 2018

Building Permit - 2748420179164/0

Issued to

Henley Properties Group

ABN

395 Ferntree Gully Road MOUNT WAVERLEY 3149
VIC

Contact Person: Katie Pearce

kpearce@henley.com.au

Tel: (03) 9574-5050

Ownership details

Jenny Petrovski & Zoran Petrovski

ABN

10 Winslow Avenue
Lalor, VIC 3075

jenche78@hotmail.com

Tel: 0415 583 649

Builder

Henley Properties Group

395 Ferntree Gully Road MOUNT WAVERLEY 3149
VIC

Tel: (03) 9574-5050

Property details

Lot 1009 26 Walkhill Drive, Wollert

Lot 1009 PS742766Y Vol 11957 Folio 877

Municipal District City of Whittlesea

Crown allotment N/A Section N/A Parish N/A County N/A

Building Practitioners and/or architect

a) to be engaged in building work

Robert Evan Bowen Domestic Builder - Unlimited DB-U 1999

b) who were engaged to prepare documents forming part of the application for this permit

Robert W Van Heusden Engineer - Civil EC 1096

Details of domestic building work insurance

The issuer or provider of the required insurance policy is

Insurance Provider HIA Insurance Services Pty Ltd

Insurance Number C361310

Insurance Issued On 07-May-2018

Details of relevant planning permit

Planning Permit Number

Date of grant of planning permit

Nature of building work

Construction of a New Building

Storeys contained 2

Cost of building works \$479,347.00

Version of BCA applicable to permit 2016

Stage of building work permitted 0 As shown on approved plans

Total new floor area of new building work in(m2) 369 m2

Building classification

Part of building Double Storey Dwelling and Garage

BCA classification 1a1

Performance solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building or place of public entertainment to which this permit applies:

Relevant performance requirement	Details of performance solution
P2.1 Structural stability and resistance to actions, P2.2.2 Weatherproofing	To allow: 1. The garage floor at the same height as the internal floor of the dwelling. 2. The use of the slope of the paving and driveway to control surface water. 3. The garage car entry door to be considered as a weatherproof opening. 4. The garage car entry door to close within a 25mm minimum depth rebate. The rebate is to extend for the length of the door and a minimum of 100mm past each side of the garage door. 5. The garage floor is to be a minimum of 50mm above the adjoining driveway and paving. 6. The masonry veneer damp-proof course/flashing and associated weepholes to be a minimum of 10mm above the paving and driveway adjacent the garage. as per report number PBS 145-10 prepared by Stuart McLennan
P2.1 Structural stability and resistance to actions	to allow the nominal mortar mix to be 1 part cement, 1 part lime and 10 parts sand as per report number PBS 145-4 prepared by Stuart McLennan
P2.2.2 Weatherproofing	To allow the masonry veneer wall cavity to be reduced to 5mm adjacent service penetrations, fixtures and other wall installations as per report number PBS 145 prepared by Stuart McLennan
P2.2.2 Weatherproofing	To allow the nominal mortar mix to be 1 part cement, 1 part lime and 10 parts sand as per report number PBS 145-4 prepared by Stuart McLennan
P2.2.2 Weatherproofing	To allow a brick veneer wall to be constructed with a flashing as detailed in appendix B of the proposed performance solution as per report number PBS 145-3 prepared by Stuart McLennan
P2.2.2 Weatherproofing	To allow the construction of weep holes in the brick veneer flashing system and to allow the external opening height of a weep hole to be a minimum of 30mm instead of the full height of the perpend as per report number PBS 145-8 prepared by Stuart McLennan
P2.2.3 Dampness	To allow the construction and location of the damp-proof course/flashing to terminate up to 20mm from the outer face of the mortar or render as per report number PBS 145-2 prepared by Stuart McLennan
P2.2.3 Dampness	To allow the damp proof course / flashing to be installed level to the adjoining paving areas protected by a minimum 1.5m roof overhang as per report number PBS 145-1 prepared by Stuart McLennan
P2.2.3 Dampness	To allow the slab on ground vapour barrier to be unbranded as per report number PBS 145-7 prepared by Stuart McLennan
	To allow wet areas construction to be as per appendix B of the performance solution for the

Surveyor.

- All relevant Planning Conditions and covenants on title must be complied with.
- Energy rating certificates to be submitted prior to the occupancy permit. Please supply a plumbing certificate for the installation of the solar hot water system and/or Rain Water tank.
- Floor joist design & layouts to be submitted for approval prior to the frame inspection.
- The work must be carried out strictly in conformity with the endorsed plans and specifications. One copy of which must be kept on site and made available for inspection while the work is in progress.
- There must be no unauthorized encroachment of any part of the work beyond the building alignment.
- Truss computations certification and layouts to be submitted for approval prior to the frame inspection.
- Roof plumbing to be designed and installed in accordance with Plumbing Regulations. Documents are indicative only.
- Timber framing specifications and layouts to be submitted for approval prior to the frame inspection.
- The dwelling is to be protected against bush fire in accordance with AS 3959 -2009 - BAL 12.5.
- Confirmation that the Balcony Flashing and external waterproofing membranes for above ground use complies with AS4654 is to be provided by the waterproofing installer prior to the occupancy permit

Bushfire Attack Level

12.5

Relevant building surveyor

Building Surveyor David Madeira

Registration number BS-U 27484

Permit number 2748420179164/0

Date permit issued 15-June-2018

Signed



FORM 16

Building Act 1993

Building Regulations 2018

Occupancy Permit - 2748420179164/0

Property details			
Lot 1009 26 Walkhill Drive, Wollert			
Lot 1009	PS742766Y	Vol 11957	Folio 877
Municipal District City of Whittlesea			
Crown allotment N/A	Section N/A	Parish N/A	County N/A

Building permit details

Building permit number 2748420179164/0

2016 version of BCA applicable to building permit

Building details

Building to which permit applies Double Storey Dwelling and Garage

BCA Class of building 1ai

Maximum permissible 1.5 floor live load

Permitted use Domestic

Storeys contained 2

Performance solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building or place of public entertainment to which this permit applies:

Relevant performance requirement	Details of performance solution
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P2.2.2 Weatherproofing	To allow the masonry veneer wall cavity to be reduced to 5mm adjacent service penetrations, fixtures and other wall installations as per report number PBS 145 prepared by Stuart McLennan
P2.2.2 Weatherproofing	To allow the nominal mortar mix to be 1 part cement, 1 part lime and 10 parts sand as per report number PBS 145-4 prepared by Stuart McLennan
P2.2.2 Weatherproofing	To allow a brick veneer wall to be constructed with a flashing as detailed in appendix B of the proposed performance solution as per report number PBS 145-3 prepared by Stuart McLennan
	To allow the construction of weep holes in the brick veneer flashing system and to allow the

P2.2.2 Weatherproofing	external opening height of a weep hole to be a minimum of 30mm instead of the full height of the perpend as per report number PBS 145-8 prepared by Stuart McLennan
P2.2.3 Dampness	To allow the construction and location of the damp-proof course/flashing to terminate up to 20mm from the outer face of the mortar or render as per report number PBS 145-2 prepared by Stuart McLennan
P2.2.3 Dampness	To allow the damp proof course / flashing to be installed level to the adjoining paving areas protected by a minimum 1.5m roof overhang as per report number PBS 145-1 prepared by Stuart McLennan
P2.2.3 Dampness	To allow the slab on ground vapour barrier to be unbranded as per report number PBS 145-7 prepared by Stuart McLennan
P2.4.1 Wet areas	To allow wet areas construction to be as per appendix B of the performance solution for the following: 1. Protection of laundry, powder room and WC walls and adjoining floors to be installed without the wall being waterproof for 25mm above the wall/floor junction and sealed to the floor. The junctions will be water resistant and sealed with waterproof sealant, 2. To allow the top flange of the bath and vanity basin to be sealed to the bath hob or vanity top with flexible waterproof sealant as per report number PBS 145-9 prepared by Stuart McLennan
P2.5.1 Stairways and ramps	To allow the stair construction to adopt the tolerance values detailed in the Building Code of Australia 1996 (as described in Figure A of the report) as per report number PBS 145-6 prepared by Stuart McLennan

Reporting authorities

The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting authority	Matter reported on or consented to	Relevant regulation no.
Council	Building over an easement - conduct minor earthwork over the northern easement.	reg. 130(1)
WaterAuthority	Report and consent for building over easement - to conduct minor earthwork over the northern easement.	reg. 130(1)

Conditions to which this permit is subject

Occupation is subject to the following conditions -

(2) Other conditions

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

Suitability for occupation

At this date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

Relevant building surveyor

Name David Madeira

Building practitioner registration number BS-U 27484

Occupancy permit no. 2748420179164/0

Date of issue: 20-June-2019

Date of final inspection: 19-June-2019

Municipal District: City of Whittlesea

Signature:



INFORMATION ONLY

Domestic Building Insurance

Certificate of Insurance

Jenny Petrovski, Zoran Petrovski

**10 Winslow Ave
LALOR
VIC 3075**

Policy Number:

C361310

Policy Inception Date:

07/05/2018

Builder Account Number:

014395

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

Policy Schedule Details

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

At the property: **Lot 1009 Walkhill Drive WOLLERT VIC 3750 Australia**

Carried out by the builder: **HENLEY ARCH PTY LTD**

Builder ACN: **007316930**

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

For the building owner(s): **Jenny Petrovski, Zoran Petrovski**

Pursuant to a domestic building contract dated: **07/05/2018**

For the contract price of: **\$ 479,347.00**

Type of Cover: **Cover is only provided if HENLEY ARCH PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

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

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

PLEASE CHECK

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

IMPORTANT

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

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

Period of Cover

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

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

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

Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$835.00
GST:	\$83.50
Stamp Duty:	\$91.85
Total:	\$1,010.35

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

Below are some example of what to look for

