

Contract of Sale of Real Estate

Property address **9 FLOWERDALE CRESCENT, Roxburgh Park 3064**

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

The terms of this contract are contained in the -

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

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

..... on/...../2023

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on/...../2023

Print name(s) of person(s) signing: **UMUT DELIBALTA AND ANNA GERANIS**

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Particulars of sale

Vendor's estate agent

HARCOURTS RATA & CO
219 High Street, Thomastown, VIC 3074

Email: sold@rataandco.com.au

Tel: 03 9465 7766

Mob:

Fax: 03 9464 3177

Ref:

Vendor

UMUT DELIBALTA AND ANNA GERANIS

Vendor's legal practitioner or conveyancer

Melbourne Real Estate Conveyancing Pty Ltd

954 High Street Reservoir Vic 3073

Email: julia@melbournerec.com.au

Tel: 0421 704 140

Mob:

Fax:

Ref: JK:23/2449JK

Purchaser

Name:

.....

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 10705 Folio 531	4614	502251B
Volume Folio		

OR

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **9 FLOWERDALE CRESCENT, Roxburgh Park 3064**

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

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

Payment (general condition 14 and 17)

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

GST (general condition 19)

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

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

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

Settlement (general condition 17)

is due on

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

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

Lease (general condition 5.1)

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

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

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

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount

Approval date:

FIRB APPROVAL REQUIRED (Special Condition 16)

YES Passport Provided? Yes or No?

Passport Number

NO

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

Special conditions

GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment: No Yes

(if yes, vendor must provide further details)

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

GST Withholding Payment Details

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

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

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

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

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

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

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

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

Special Conditions

1. Auction

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

2. Acceptance of title

General condition 12.4 is added:

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

3. Foreign resident capital gains withholding

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

4. Electronic Conveyancing

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

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

5. GST withholding

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

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

5.4 The purchaser must:

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

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

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

despite:

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

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

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

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

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

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

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

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

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

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

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

5.10 The vendor warrants that:

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

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

payment of the amount, except to the extent that:

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

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

5.12 This general condition will not merge on settlement.

6. Interpretation.

In the interpretation of this contract where the context permits;

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

7. Whole Contract.

The Purchaser acknowledges and agrees that:

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

8. Land Identity.

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

9. Condition Of The Property.

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

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

9.7 General Condition 12 is Deleted from this Contract.

10. Improvements.

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

11. Planning.

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

12. Restrictions.

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

13. Settlement.

- (a) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place no later than 3.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day. Should settlement take place via Electronic Conveyancing, settlement shall take place no later than 4.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day.
- (b) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place at the office of the Vendor's representative or at such other place in Victoria as the Vendor directs.
- (c) Should settlement take place via paper and not Electronic Conveyancing, and should settlement be directed by the choice of the Purchaser with the approval of the Vendor, the Purchaser will pay a settlement fee to the Vendor's representative of \$120.00 Plus GST. This fee will be due and payable at settlement.
- (d) Should settlement take place via paper and not Electronic Conveyancing, and settlement has been attended to and falls through at the fault of the Purchaser, the Purchaser will pay a re-attendance fee to the Vendor's representative of \$120.00 Plus GST, along with any other costs incurred due to the breach of the Purchaser. This fee is due and payable on the next scheduled settlement time/date.
- (e) Should settlement take place via paper and not Electronic Conveyancing, at settlement, the Purchaser must pay the fees up to six cheques drawn on an authorised deposit-taking institution.
- (f) Without limiting any other rights of the Vendor, If the Purchaser fails to settle on the due date for settlement as set out in the particulars of sale to this contract (due date) or request an extension to the due date, the Purchaser must pay to the Vendor's representative an amount of \$220.00 plus GST representing the Vendor's additional legal cost and disbursements, along with any other costs incurred due to the breach of the Purchaser.

14. Licence Agreement.

The purchaser acknowledges should they request a licence agreement, and should the Vendor agree, the licence must be prepared by the vendors representative at the cost of the purchaser. The fee to prepare the licence is \$220.00 plus GST and shall be adjusted for and payable at settlement.

15. Guarantee & Indemnity.

15.1 Immediately after being requested to do so by the Vendor, procure the execution by all directors of the Purchaser (of if the

Vendor requires by the shareholders) of a guarantee and indemnity to be prepared by the Vendor's representative and to be substantially the same form as the guarantee annexed to this contract but with the necessary changes being made.

16. Foreign Acquisitions and Takeovers Act 1975.

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

17. Loans / Finance

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

18. Indemnity – Estate Agent

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

19. Adjustments of Outgoings

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

20. Land Tax

Purchaser acknowledges no money shall be withheld from the vendor out of the residue on account of any Land Tax which may be or may hereafter become charged on the land. The vendor covenants with and warrants to the purchaser that it shall make all proper returns and pay and Land Tax assessed to the vendor within the time limited by the assessment notice. The vendor shall indemnify the purchaser in respect of any Land Tax charged upon the Land to the Settlement Date. This Indemnity shall be continuing indemnity and shall not merge upon a transfer of land. Land tax is to be adjusted either on the single holding amount or the proportional amount whichever is higher. General Condition 23 is amended to read the same.

21. Stamp Duty – Purchasers Buying in unequal Interest

- 21.1 If there is more than one Purchaser, it is the Purchaser's responsibility to ensure the contract correctly records at the date of sale the proportion in which they are buying the property (the proportions).

- 21.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the Purchaser's responsibility to pay additional duty, which may be assessed as a result to the variation.
- 21.3 The Purchaser fully indemnifies the Vendor, Vendor's Agent and the Vendor's Conveyancer against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

22. Vendor Statement

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

23. Trust

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

- 23.1.1 The Purchaser must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;
- 23.1.2 The Purchaser Warrants that the Purchaser has power under the Trust to enter into this contract;
- 23.1.3 If the Trustee is an individual, that signatory is personally liable under the contract for the due performance of the Purchaser's obligations as if the signatory were the Purchaser in case of default by the Purchaser.
- 23.1.4 The Purchaser warrants that the Purchaser has a right of indemnity under the Trust; and
- 23.1.5 The Purchaser must not allow the variation of the Trust or the advance or distribution of capital of the Trust or resettlement of any property belonging to the Trust.

24. Personal property securities register

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

25. Solar Panels

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

- 25.1. whether or not any benefits currently provided to the vendor by agreement with the current energy supplier (including with respect to feed-in tariffs) pass to the purchaser on the sale of the land is a matter for enquiry and confirmation by the purchaser, and the vendor makes no representation in this regard;
- 25.2. the purchaser will negotiate with the current energy supplier or an energy supplier of the purchaser's choice with respect to any feed-in tariffs for any electricity generated or any other benefits provided by the solar panels;
- 25.3. the purchaser shall indemnify and hold harmless the vendor against any claims whatsoever with respect to the solar panels; and
- 25.4. neither the vendor nor vendor's estate agent has made any representations or warranties with respect to the solar panels in relation To their condition, state of repair, fitness for purpose for which they are installed, their input to the electricity grid, any benefits arising From and electricity generated by the solar panels, or otherwise.

GUARANTEE & INDEMNITY

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

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

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

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

SCHEDULE

Vendor:

Purchaser:

Guarantor:

Contract: A contract dated the of 2023 between the vendor and the purchaser

EXECUTED AS A DEED on the of 2023

SIGNED SEALED AND DELIVERED BY)
The said guarantor in the presence of:)

.....
Witness

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must-
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives-
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1) (b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property-
- (a) that-
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind;

- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if-
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser received a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor-
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

Money

14. DEPOSIT

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

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- settlement;
 - the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general

condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

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

16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (Cth).

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming

mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

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

20. LOAN

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

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

21. BUILDING REPORT

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- 24.5 The purchaser must:
- (a) The engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser’s obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor’s entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14- 255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

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

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	9 FLOWERDALE CRESCENT, Roxburgh Park 3064	
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Vendor's name	UMUT DELIBALTA	Date / /
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Vendor's signature		
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Vendor's name	ANNA GERANIS	Date / /
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Vendor's signature		
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Purchaser's name		Date / /
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Purchaser's signature		
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Purchaser's name		Date / /
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Purchaser's signature		
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1 FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$8,000.00

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

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

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

3.2. Road Access

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

3.3. Designated Bushfire Prone Area

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

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

If any are contained in the attached certificates and/or statements.

4.2. Agricultural Chemicals

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

Not Applicable.

4.3. Compulsory Acquisition

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

Not Applicable.

5 BUILDING PERMITS

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

Not Applicable.

6 OWNERS CORPORATION

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

Not Applicable.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
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9 TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

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

13 ATTACHMENTS

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

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

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

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

Page 1 of 1

VOLUME 10705 FOLIO 531

Security no : 124109990516U
Produced 24/10/2023 09:39 AM

LAND DESCRIPTION

Lot 4614 on Plan of Subdivision 502251B.
PARENT TITLE Volume 10687 Folio 447
Created by instrument PS502251B 12/02/2003

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
UMUT DELIBALTA
ANNA GERANIS both of 9 FLOWERDALE CRESCENT ROBURGH PARK VIC 3064
AK208769Q 26/02/2013

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT727854B 28/10/2020
ATHENA MORTGAGE PTY LTD

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
AB894527M 21/02/2003

DIAGRAM LOCATION

SEE PS502251B 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: 9 FLOWERDALE CRESCENT ROXBURGH PARK VIC 3064

ADMINISTRATIVE NOTICES

NIL

eCT Control 17675U LEGALSTREAM PTY LIMITED
Effective from 28/10/2020

DOCUMENT END

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PLAN OF SUBDIVISION	Stage No. —	LTO use only EDITION 1	Plan Number PS 502251B
----------------------------	----------------	----------------------------------	----------------------------------

Location of Land
 Parish: YUROKE
 Township: -
 Section: 16 (PART)
 Crown Allotment: 14 (PART)
 Crown Portion: -

LTO base record: VICMAP (METRO)
 Title References
 C/T VOL 10687 FOL 447
 Last Plan Reference: Lot W on PS501108M
 Postal Address: BRIDGEWATER ROAD
 (At time of subdivision) ROXBURGH PARK, 3064

AMG Co-ordinates E 316 700 Zone 55
 (Of approx. centre of plan) N 5 834 700

Council Certification and Endorsement

Council Name: HUME CITY COUNCIL Ref. *S. 3812.*

1. ~~This Plan is certified under Section 6 of the Subdivision Act 1988.~~
2. This plan is certified under section 11(7) of the Subdivision Act 1988
 Date of original certification under section 6 *13/6/02*
3. ~~This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~

OPEN SPACE
 (i) A requirement for public open space under Section 18 Subdivision Act 1988 has ~~has not~~ been made.
 (ii) ~~The requirement has been satisfied.~~
 (iii) ~~The requirement is to be satisfied in Stage~~ —
~~Council delegate~~ —
~~Council seal~~ —
~~Date~~ *1/1*

Re-certified under section 11(7) of the Subdivision Act 1988.

Council delegate
~~Council seal~~ —
 Date *25/9/02*

Vesting of Roads or Reserves	
Identifier	Council/Body/Person
ROADS R-1 RESERVE No. 1 & 2	HUME CITY COUNCIL HUME CITY COUNCIL

Notations

Depth Limitations: DOES NOT APPLY

Staging: This is not a staged subdivision
 Planning permit No.

Survey: This plan is based on survey BP454 & S10368
 (To be completed where applicable)

This surveyed has been connected to permanent marks no(s). 4022, 4706, 8095 & 8096
 in Proclaimed Survey Area no. 74

Easement Information				
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of
E-1	Water Supply	3.5	PC 361943Q	Yarra Valley Water Limited.
E-1	Gas Distribution	3.5	PC 361943Q	Gascor
E-2	Drainage & Sewerage	2	This Plan	Land in this plan
E-2	Sewerage	2	This Plan	Yarra Valley Water Limited
E-3	Drainage & Sewerage	3	This Plan	Land in this plan
E-3	Sewerage	3	This Plan	Yarra Valley Water Limited
E-4	Party Wall	0.13	This Plan	Relevant abutting lot on this plan.
E-5	Powerline	1.50	This Plan Section 88 of Electricity Industry Act 2000	A.G.L. Electricity Ltd (ACN 064 651 083)
E-6	Drainage & Sewerage	1.50	This Plan	Land in this plan
E-6	Sewerage	1.50	This Plan	Yarra Valley Water Limited
E-6	Powerline	1.50	This Plan Section 88 of Electricity Industry Act 2000	A.G.L. Electricity Ltd (ACN 064 651 083)

LTO use only

Statement of compliance/
 Exemption Statement

Received

Date *11/12/03*

LTO use only

PLAN REGISTERED
 TIME *9.31 am*
 Date *12/12/03*

[Signature]
 Assistant Registrar of Titles.

ROXBURGH PARK ESTATE - STAGE 67 (59 LOTS) AREA OF STAGE - 4.810ha Sheet 1 of 5 Sheets

Engineering & Surveying
 Town Planning & Design
 Project Management
 Landscape Architecture
 Environmental Science
 Agricultural Engineering

Coomes
 Consulting Group Pty Ltd
 24 Albert Road South Melbourne Vic 3205 Australia
 ACN 050 823 435 Tel (61 3) 9690 1966 Fax (61 3) 9690 4569
 Email consult@coomes.com.au Web www.coomes.com.au

LICENSED SURVEYOR (PRINT) GABRIELLE M MCCARTHY

SIGNATURE DATE //

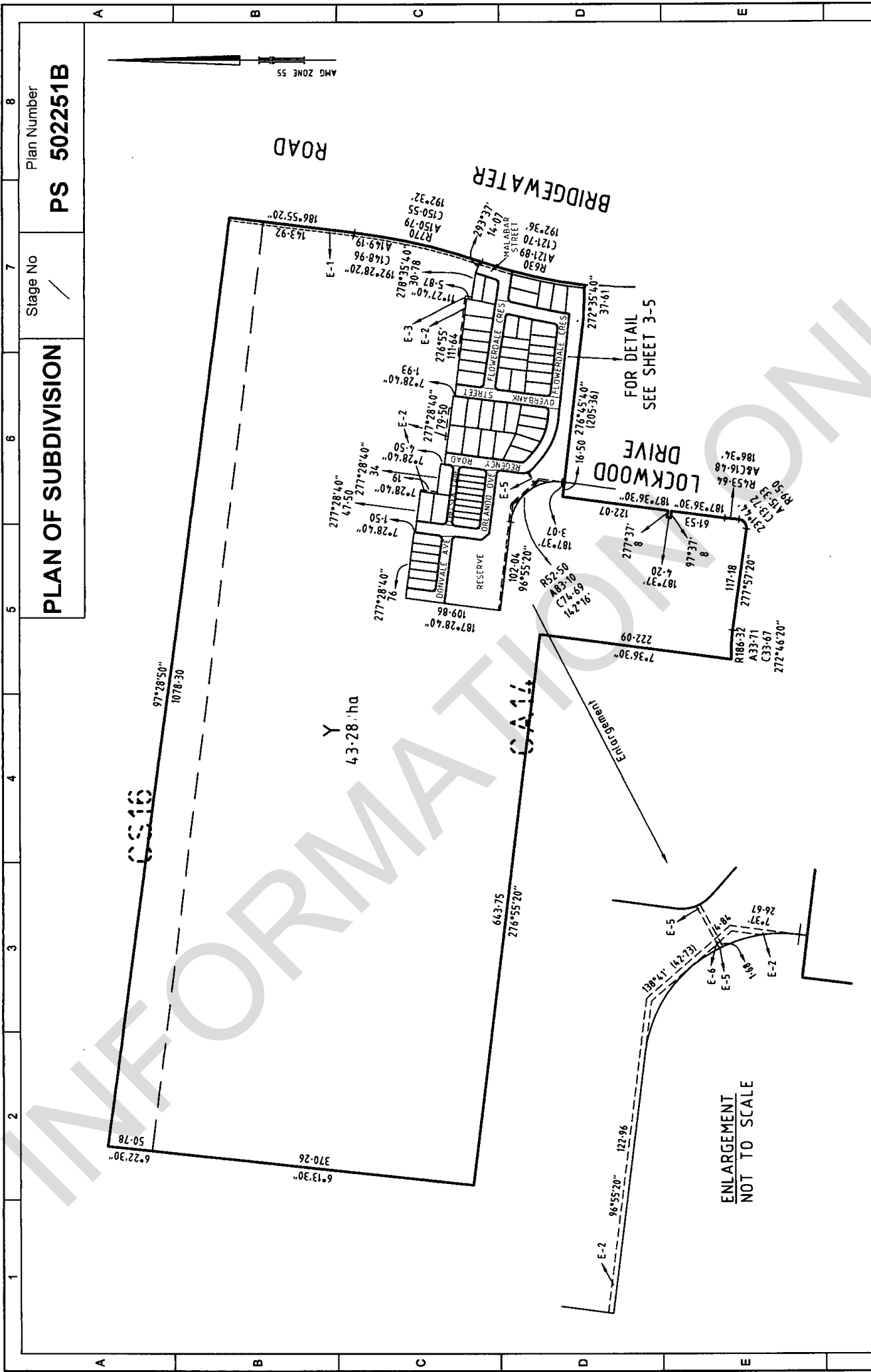
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DATE //

COUNCIL DELEGATE SIGNATURE

Original sheet size A3



PLAN OF SUBDIVISION
 Stage No /
 Plan Number PS 502251B

Sheet 2 of 5 Sheets DATE / / COUNCIL DELEGATE SIGNATURE	
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ORIGINAL SCALE 1:4000 SHEET SIZE A3	SCALE 0 40 80 120 160 LENGTHS ARE IN METRES
Coomes Engineering & Surveying Town Planning & Design Project Management Landscape Architecture Environmental Science Agricultural Engineering Consulting Group Pty Ltd 24 Albert Road South Melbourne Vic 3205 Australia A/C Tel: (03) 9490 1966 Fax: (03) 9499 4569 Email: consult@coomes.com.au Web: www.coomes.com.au	

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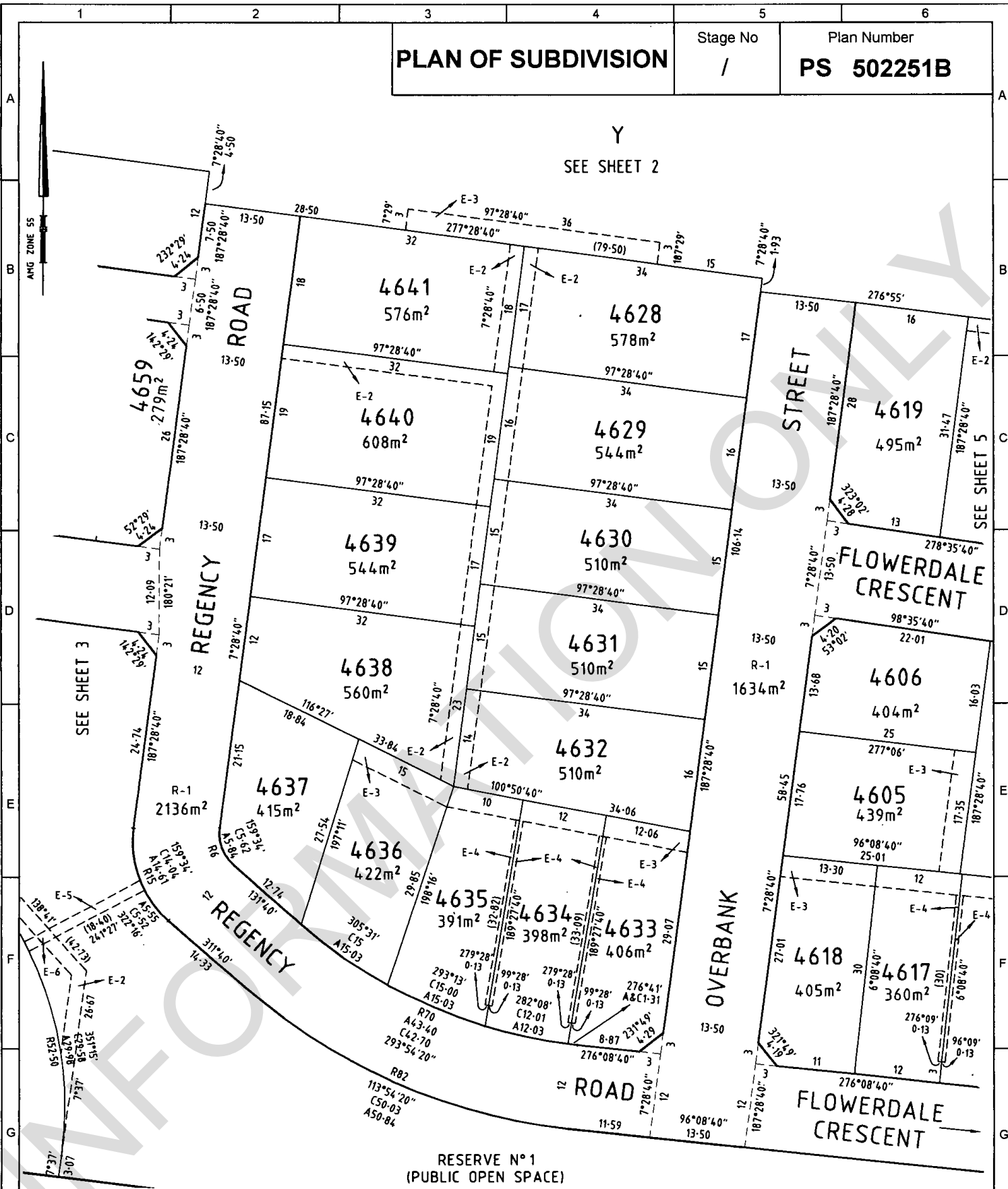
PLAN OF SUBDIVISION

Stage No
/

Plan Number

PS 502251B

Y
SEE SHEET 2



RESERVE N° 1
(PUBLIC OPEN SPACE)

Engineering & Surveying
Town Planning & Design
Project Management
Landscape Architecture
Environmental Science
Agricultural Engineering

Coomes
Consulting Group Pty Ltd
24 Albert Road South Melbourne Vic 3205 Australia
ACR 000 02 03 Tel: (61 3) 9490 1966 Fax: (61 3) 9400 4369
Email: coomes@coomes.com.au Web: www.coomes.com.au

SCALE

LENGTHS ARE IN METRES

ORIGINAL
SCALE SHEET
SIZE
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REF 9454SV00 **VERSION 4**
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FILE LOCATION: F:\9454-Stage 67\9454-Subdivision\dwg1
SAVED BY: Robert Plot DATE: 01/10/2002 - 9:14

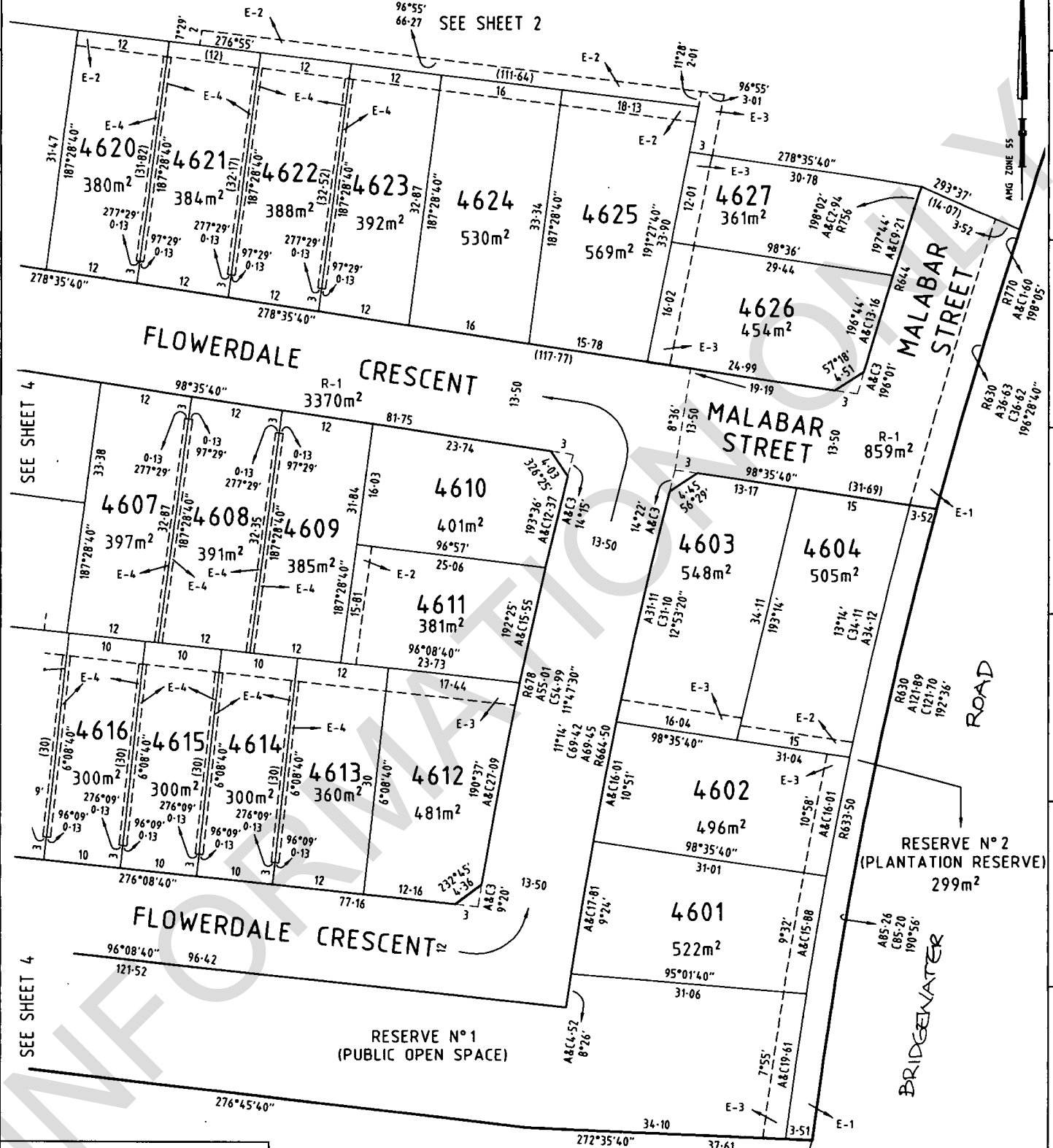
Sheet 4 of 5 Sheets

DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Stage No
/

Plan Number
PS 502251B



Engineering & Surveying
Town Planning & Design
Project Management
Landscape Architecture
Environmental Science
Agricultural Engineering

Coomes
Consulting Group Pty Ltd
24 Albert Road South Melbourne Vic 3205 Australia
ACN 051 421 111 Tel: (03) 9490 1966 Fax: (03) 9490 4369
Email: coomes@coomes.com.au Web: www.coomes.com.au

SCALE

LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE
1:500 A3

LICENSED SURVEYOR (PRINT) ..GABRIELLE M.McCARTHY...

SIGNATURE..... DATE / /

REF 9454SV00 DATE / /

VERSION 4

FILE NAME : 9454SV00.dwg
FILE LOCATION : F:\9454-Stage 67\9454-Subdivision.dwg
SAVED BY : RobertK PLOT DATE : 01/10/2002 - 9 15

Sheet 5 of 5 Sheets

DATE / /

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Application by
Responsible Authority,
Relevant Authority
Referral Authority or Council
for the making of a recording of an
agreement



AB894527M

21/02/2003 \$59 173



Sections 181(1) Planning and Environment Act 1987

Lodged by:

Name: **MIDDLETONS**
Phone: (613) 9205 2000
Address: Level 29, 200 Queen Street
Melbourne
Ref: CMB:1735936
Customer Code: 1255H

The authority or council having made an agreement requires a recording to be made in the Register for the land.

Land:

The land designated as Lots 4601-4659 (all inclusive) on the Plan attached hereto No. 502251B and being part of the land in Certificate of Title *VOLUME 10705 FOLS 518-576*

Authority or council:

Hume City Council of 1079 Pascoe Vale Road, Broadmeadows

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:

Date: *9/1/2003*

Signed:

Michael Nelthorpe

Name of Officer:

MICHAEL NELTHORPE

Office held:

MANAGER CITY DEVELOPMENT



DAB894527M-1-9

KL21/02/03



DAB894527M-2-7

Section 173 Agreement Site and Design Requirements Roxburgh Park Stage 67

Hume City Council

and

Urban and Regional Land Corporation

Melbourne office
Ref:CMB.1735936

AB894527M

21/02/2003 \$59 173





DAB894527M-3-5

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INFORMATION ONLY

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Section 173 Agreement Site and Design Requirements Roxburgh Park Stage 67

Date *16 November* 2002



Parties

1. **Hume City Council** of 1079 Pascoe Vale Road, Broadmeadows in the State of Victoria 3047 (**Council**)
2. **Urban and Regional Land Corporation** of 11th Floor, 360 Elizabeth Street, Melbourne (**Owner**)

Background

- A. The Owner is the successor in law to the Urban and Regional Land Authority.
- B. The Owner is the owner of Lots 4601-4659 (all inclusive) on Plan of Subdivision No 502251B (**Land**) being part of the Roxburgh Park Estate.
- C. The Council is the responsible authority for the administration and enforcement of the Hume Planning Scheme (**Scheme**) which applies to the Land.
- D. The Council and the Owner are agreed that certain controls are desirable for the appropriate development of the Land.
- E. The Owner and the Council have agreed to enter into an Agreement on the terms and conditions herein for the above purposes.

Operative Provisions

1. Definitions and Interpretation

1.1 Definitions

In this Agreement, unless the context requires otherwise:

Council means the Hume City Council.

Land means the land referred to in Recital A.

Lot means any one of Lots 4601-4659 (all inclusive) on the Plan of Subdivision.

the Roxburgh Park Development Guidelines means the Roxburgh Park Development Guidelines January 2002 attachment A to this Agreement.

the Specific Area Development Plans means the Specific Area Development Plan Attachment B to this Agreement.

Owner means the Urban and Regional Land Corporation or any person entitled from time to time to be registered by the Registrar of Titles as the proprietor of an estate in fee simple of the Land or any part or parts thereof.

Plan of Subdivision means Plan of Subdivision No 502251B.



Planning and Environment Act means the *Planning and Environment Act 1987* or any modification, amendment or re-enactment thereof.

the Scheme means the Hume Planning Scheme or any amendment thereof or any planning scheme made by the Minister for Planning in place thereof.

1.2 Interpretation

In this Agreement, unless the contrary intention appears:

- (a) words importing the singular include the plural, and vice versa;
- (b) words importing a gender include any gender;
- (c) where a word or phrase has a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (d) a covenant or obligation on the part of two or more persons binds them jointly and severally;
- (e) a reference to "the Council" includes its successors and assigns (including its successors as Responsible Authority under the Act);
- (f) a reference to an Act of Parliament, statutory provision or subordinate instrument shall be read as meaning such Act, statutory provision or subordinate instrument; and
- (g) headings are for guidance only and do not affect the interpretation of this Agreement.

2. Section 173 of the Planning and Environment Act 1987

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

3. Effect of Agreement

- (a) This Agreement shall come into force immediately upon execution by both parties hereto.
- (b) The burden of the covenants and obligations imposed on the Owner in this Agreement, other than in clause 4(a) inclusive, are intended to run with the Land and apply to the Owner and its successors in title to the Land or any part thereof, and in particular to the transferee for the time being of any Allotment.
- (c) This Agreement will end in relation to any Lot forming part of the Land upon completion by the parties of their respective covenants and obligations under this Agreement, and upon the Neighbourhood Design Panel referred to in clause 4(b) being satisfied that any dwelling on such Lot has been completed in accordance with the requirements of this Agreement.
- (d) If a provision of this Agreement is void or voidable by a party, or unenforceable or illegal, but would not be so if read down or severed from the Agreement, it must be read down or severed accordingly.

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DAB894527M-3-1

- (e) The parties expressly acknowledge that any obligation imposed upon the Council under this Agreement does not fetter the future exercise of any statutory discretion by the Council, whether in relation to the Agreement or otherwise, and the provisions of this Agreement must be read accordingly.

4. Site and Design Requirements

- (a) Except with the written permission of the Council, the Land shall only be developed in accordance with the Roxburgh Park Development Guidelines and the Specific Area Development Plans.
- (b) The Urban and Regional Land Corporation will establish a Neighbourhood Design Panel comprising a representative of the Corporation and/or an appropriate consultant appointed by the Corporation from time to time for the review of all house plans, specifications and elevations prior to their submission for approval under the *Building Act 1993* (whether by the Council or a Private Building Surveyor registered under the *Building Act 1993*) and such Panel will endorse plans as having complied with the requirements of the Specific Area Development Plan referred to in sub-clause (a) hereof, if the Panel is satisfied that the Plans comply with the Neighbourhood Design Plan.
- (c) All Plans submitted for approval to the Council or a Private Building Surveyor must be endorsed by the Neighbourhood Design Panel referred to in sub-clause (b) hereof unless the Council's consent in writing is first obtained.

5. Registration of Agreement

The parties shall do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to enter a memorandum of this Agreement on the Certificates of Title to the Land in accordance with Section 181 of the *Planning and Environment Act 1987*.

6. Costs

The Owner will forthwith upon any request or account from the Council or its legal representative pay to the Council the Council's reasonable costs, fees and disbursements in connection with and incidental to the preparation, execution, registration and (if necessary) enforcement of this Agreement or any other Agreement made under Division 2 Part 9 of the Act in respect of the matters referred to in this Agreement.

7. Notices

Any notice hereunder may be served by delivering the same to the Owner at his address aforesaid or by putting the same into the post in a prepaid certified envelope addressed to the Owner at his address aforesaid and any notice posted shall be conclusively deemed to have been served at the expiration of 24 hours from the time of posting.

8. Miscellaneous

8.1 Trust

Whenever herein appearing the word "Owner" (if the Owner holds the Land in a trust capacity) shall include the beneficiaries of the trust in relation to which it holds the Land.



Where such trust relationship exists, the Owner in executing this Agreement does so intending to assume not only personal liability but also to bind the trust for which it acts as trustee.

8.2 Cognitive Meanings

In this Agreement where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have, unless the contrary intention appears, corresponding meanings.

8.3 Council

Whenever herein appearing the word "Council" shall includes its successors (including its successors as Responsible Authority for the town planning controls in which case any reference to the holder of an office with the Council shall be deemed to be a reference to such office of the successor Responsible Authority as that Responsible Authority may designate).

8.4 Joint and Several

Where the Owner is constituted by more than one person, any obligation imposed by this Agreement on the Owner shall be imposed on those persons jointly and severally.

8.5 Owner

The expression "Owner" shall be deemed to include its successors, assigns and transferees and the obligations imposed upon and assumed by the Owner shall also be binding on its successors, transferees, purchasers, mortgagees, assigns and any person obtaining possession of the whole or part of the Land (hereinafter called the "Successors") as if each of those Successors had separately executed this Agreement.

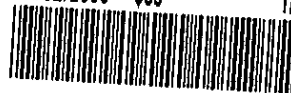
9. Further Assurances

Each of the parties hereto shall respectively sign and execute all such further documents and deeds and do all acts and things as the other party shall reasonably require for completely effectuating this Agreement.



AB894527M

21/02/2003 \$59 173



Executed as an agreement.



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

Councillor

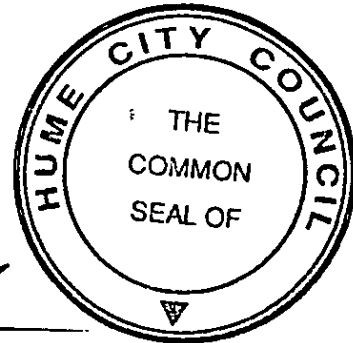
[Signature]
Chief Executive Officer

The Common Seal of Urban and Regional Land Corporation was hereunto affixed in the presence of:



[Signature]
General Manager, Development *Manager, Urban Development*
[Signature]
Project Manager

THE COMMON SEAL of HUME CITY COUNCIL
was hereto affixed on the 23/12/02 in the presence of:
COUNCILLOR.....*[Signature]*.....
CHIEF EXECUTIVE OFFICER.....*[Signature]*.....

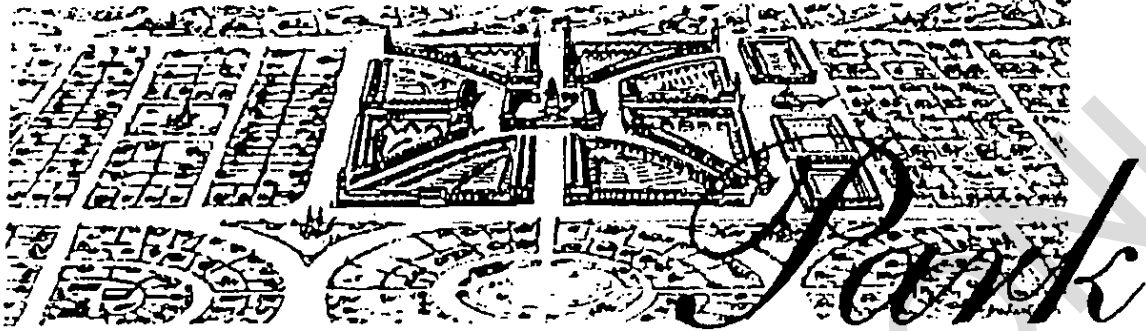


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A

R o x b u r g h



DEVELOPMENT GUIDELINE

January 2002



DAB894527M-9-4

AB894527M

21/02/2003

\$59

173



Urban and Regional Land

C O R P O R A T I O N

INTRODUCTION



DAB894527M-10-1

Roxburgh



The *Roxburgh Park Development Guideline* (the *Guideline*) deals with the planning and development of *Roxburgh Park*, a new suburb for about 20,000 residents in the City of Hume.

Roxburgh Park has been planned and developed by the *Urban and Regional Land Corporation (URLC)*.

The *Guideline* details the approach to and implementation of a plan endorsement process and refers to:

- the *Hume Planning Scheme*;
- the *Victorian Building Regulations*;
- *URLC* requirements;
- house siting;
- fencing;
- landscaping;
- non-residential development siting;
- signs.

In addition to the first two points above, the house siting requirements for one dwelling on a lot are set out in the *Guideline* and the relevant *Specific Area Development Plan (SADP)*.

The *Guideline* has been prepared by the *URLC* and forms part of the statutory planning process for the development of *Roxburgh Park*.

This *Guideline* does not apply to developments of two or more dwellings on a lot and to residential buildings.

The provisions of the *Hume Planning Scheme* apply to development and uses in *Roxburgh Park*.

SUBDIVISION

Subdivision should meet all of the requirements of Clause 56 of the *Hume Planning Scheme* and any other relevant legislation.

DWELLING APPROVAL

A planning permit as required already exists for the development and use of one dwelling on a lot (including

a lot under 300 square metres in area) created by the *URLC* at *Roxburgh Park*. *Hume City Council* has confirmed this in writing. A copy of the *Hume City Council* letter is available from the *URLC* at *Roxburgh Park*.

In addition to any planning permit requirements for development and use other than as outlined above, and *URLC* endorsement of the building and siting plans, a building permit is required.

VARIATIONS TO THE RESIDENTIAL DEVELOPMENT PROVISIONS FOR ONE DWELLING ON A LOT

The *Roxburgh Park Development Guideline* has been approved by *Hume City Council*.

The approved *Guideline* in conjunction with the relevant *SADP* requires compliance with a number of design and siting provisions. These provisions are generally consistent with the residential siting provisions for one dwelling on a lot incorporated in the *Hume Planning Scheme* (in particular in the *Schedule 7* to the *Development Plan Overlay (Clause 43.04)* and *Clause 54*). In some instances however, the *Guideline* (and *SADP*) may differ from the requirements of the *Building (Single Dwellings) Regulations 2001*.

The relevant building surveyor will need to determine whether or not a consent and report is required from *Hume City Council* to vary a requirement under the *Building (Single Dwellings) Regulations 2001*.

EXTENSIONS AND REDEVELOPMENTS

For planning and building permit requirements with respect to extensions and / or redevelopments to an existing dwelling contact *Hume City Council*.

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21/02/2003 \$59 173



IMPORTANT INFORMATION



The URLC requires via a Section 173 Agreement or as a condition in the contract of sale, that the developer of each lot must obtain the endorsement of the URLC for any buildings and structures (including fences and signs) or other works on the lot prior to seeking a building permit. This requirement ceases after (whichever is the sooner of):

- completion (in accordance with any endorsement conditions and any other relevant approval conditions) and lawful occupation of the intended primary building on the lot; or
- the URLC ceasing its involvement as developer of Roxburgh Park.

Plans require the endorsement of the URLC signifying compliance with this Guideline and any relevant SADP.

Endorsement pursuant to a Section 173 Agreement or contract of sale is additional to and not in lieu of any statutory planning or building approval requirements.

URLC endorsement does not warrant, imply or in any way suggest that the development complies with, or is compatible with, the relevant Planning Scheme or Building Regulations in force at the time of the endorsement. The URLC advises the Owner to submit the endorsed plans to a building surveyor and / or the responsible authority for the issue of necessary permit(s).

The URLC endorsed plans have statutory status and lot owners are liable to legal action and costs if development is not in full compliance with the endorsed plans.

No building permit application can be considered by Council or private building surveyors without prior endorsement by the URLC.

ENDORSEMENT OF PLANS

Each request for endorsement must be accompanied by the following material:

- three copies of a site plan (drawn to an approved scale and not reduced) fully dimensioned and showing all lot boundaries and the location of all buildings, fences and driveways;
- three sets (drawn to scale and not reduced) of building fence or sign plans and elevations fully dimensioned in respect of heights and lengths (external and internal) and detailing construction materials, external finishes and colour schemes as appropriate.

Prior to the preparation of plans, applicants are encouraged to discuss with the URLC the siting and design principles to be considered in the preparation of plans for endorsement.

The plans will be assessed by the URLC to determine whether they comply with siting and design and other requirements as expressed in this Guideline and the relevant SADP.

Where plans meet the URLC requirements they will be endorsed (with conditions where listed) and returned to the applicant.

Where plans do not meet the requirements of the URLC they will be returned to the applicant accompanied by advice on the reasons they were not endorsed.

The URLC will use its best endeavours to assist applicants to modify plans to enable them to comply with the Guideline and SADP provisions and thus be suitable for endorsement.

Endorsement requests with accompanying documentation as noted above, should be submitted to the Roxburgh Park Land Sales and Information Centre at 21 Greensted Grove, Roxburgh Park, 3054.

For further information contact the Roxburgh Park Land Sales and Information Centre on

(03) 9305 1010.

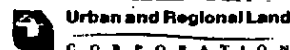
- a completed Endorsement Application form (available from the URLC);

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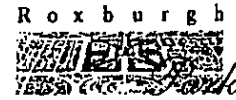
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HOUSE SITING AND DESIGN



House and lot plans (for both conventional housing and medium density housing) must be prepared based on principles of good house and lot siting and design, including:

- main indoor living areas facing north;
- main outdoor living areas positioned on the north side of the house;
- main outdoor living areas not located on the west or south side of the house;
- internal service areas (bathrooms and laundry) located on a non-north side of the house;
- service areas not located in the house plan to form a barrier between living rooms and north and east outdoor private open space areas;
- windows protected from the summer sun but having access to winter sun;
- large windows facing east have morning sun protection;
- large windows facing west are avoided but where there is no other choice, they have afternoon summer sun protection;
- building along the southern boundary of east-west lots provides more open space to the north;
- building along the side boundary of north-south lots protects privacy.

House and lot plans must also comply with the residential siting provisions in the Hume Planning Scheme and Part 4 of the 2001 Building (Single Dwellings) Regulations.

DESIGN REQUIREMENTS

Each building or structure (except as exempted by the URLC) must be endorsed by the URLC as complying with the Roxburgh Park Local Structure Plan including this Guideline and the SADP covering the lot, prior to making an application for a building permit.

Unless otherwise specified on the SADP, only one house is permitted on each lot. Easements must be protected.

Except as may be varied by the URLC (and then only if any such variation does not require a planning permit or other consent from Hume City Council) as part of any endorsement, the following requirements apply.

Setbacks

The development of houses is encouraged on the boundary where permitted under the SADP.

Frontage, side and rear setbacks and building heights must comply with the SADP.

Buildings must not be constructed in the setbacks (indicated on the SADP) to any street reserve except for a garage or carport in the setback from a street reserve of 6 metres width or less developed as an access lane.

Buildings may occupy up to 60 per cent of the site area.

Private Open Space

Private open space should consist of a minimum area equivalent to 20 per cent of the lot area or 80 square metres (whichever is the lesser) but not less than 40 square metres.

At least one part of the private open space should consist of secluded private open space with a minimum area of 25 square metres and with a minimum dimension of 3 metres at the side or rear of the dwelling with convenient access from a living room.

Car Parking and Garages

Houses must be sited to enable the provision of at least two car parking spaces on site, at least one of which must be capable of being covered, in accordance with this Guideline. Plans for house endorsement must specify the driveway location, dimensions, access point and surface treatment proposed.

Car spaces covered or capable of being covered must have minimum dimensions of:

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HOUSE SITING AND DESIGN



- 6 by 3.5 metres (internal) for single garages or car ports;
- 6 by 5.5 metres (internal) for double garages.

Garages and car ports, except where the opening is perpendicular to the street reserve, must be setback five metres from:

- the frontage of a lot;
- a side street (other than a lane) on a corner lot at least 15 metres wide.

Uncovered car spaces must have minimum dimensions 4.9 metres by 2.6 metres.

Vehicle access to lots will be in accordance with the SADP or as endorsed by the URLC.

Driveways to all lots must have a minimum width of 3 metres and must be setback a minimum of 0.9 metre from every side boundary for the first 5 metres from the front boundary except where a lesser setback is warranted to align with an existing crossover.

Lot owners must construct driveways within 1 month of first occupation of the house.

Service area separate from private open space.

A garage of double width is discouraged on a lot of 10 metres width or less and endorsed only where it is integrated into the house design and where it does not dominate the streetscape.

Appearance

Solar collectors, air conditioning units, antennae, aerials, satellite dishes, heating units and the like must comply with all building regulations and be placed so as not to cause visual intrusion to neighbours or from the street.

The external colours, materials and appearance of the house (including any buildings, driveways, fences or structures) may require endorsement by the URLC. The design, appearance and colours of outbuildings should be compatible with the house, as should the materials used.

Outdoor space should be sited and designed to differentiate between private open space for recreation and service areas.

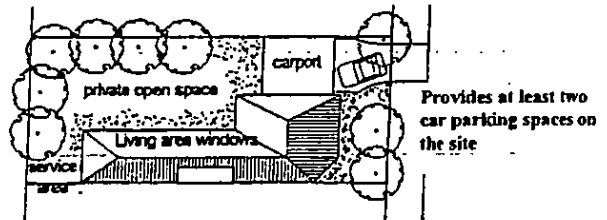
Buildings should be constructed predominantly of brick or other masonry except where design or development proposals warrant an alternative of timber or other material.

Other

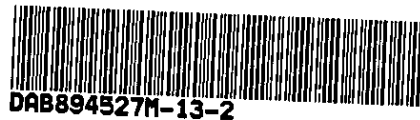
All owners and occupiers must control moisture variations and potential damage from tree roots and other vegetation in the vicinity of any adjoining building, particularly where such building is built to the boundary.

Garage and carport setback minimum of 5 metres from the street

Main outdoor and indoor living areas face north

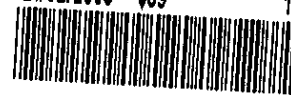


Main outdoor and indoor living areas face north



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FENCES



Roxburgh



Fencing within Roxburgh Park is the responsibility of lot purchasers except that generally the URLC constructs the initial fence on lot boundaries, which abut:

- public open space;
- tree reserves; and
- arterial roads,

with the equivalent half cost of a standard (1.625 metres) paling fence being recovered from abutting lot owners.

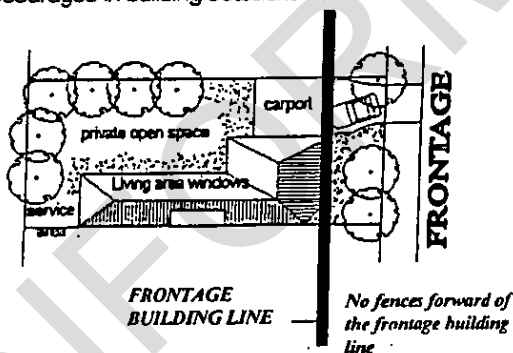
Fencing can have a major influence on appearance and aesthetic quality of a street or wider area. The URLC aims to create an urban area with fencing that is not dominant in streets and public places and is sympathetic to the intended open neighbourhood character of the suburb, to the building design and to the character of the street.

Endorsement of any fence will not occur where buildings on the land have not been endorsed or are not part of a combined fence/buildings endorsement request.

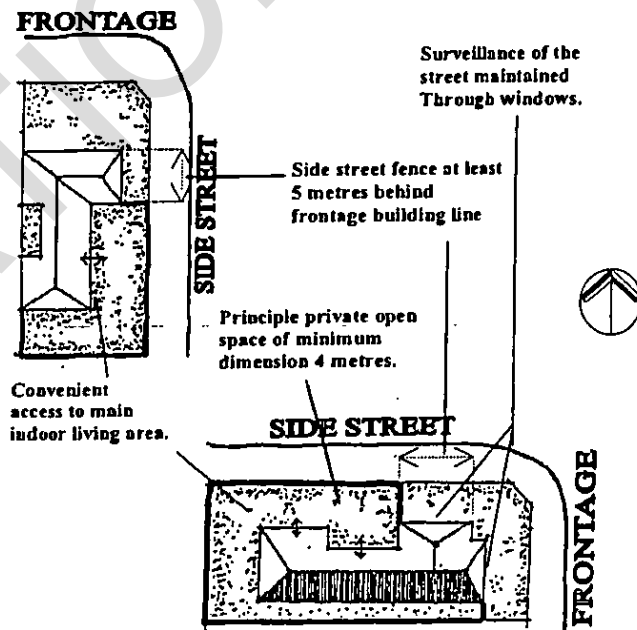
Endorsement will normally require a feature fence.

DESIGN REQUIREMENTS

In order to achieve an open streetscape fences are discouraged in building setbacks from street reserves.



- any fence must be of a height and design that takes into account the amenity and character of the street, the design and appearance of the building on the lot, surveillance and safety;
- any fence must be a feature fence (pickets, paling with exposed posts and capping or equivalent);
- any fence is not more than 1.2 metres high or is not more than 1.5 metres high if more than 50 per cent transparent;
- on corner lots and north south lots on the south side of a street, a full height fence (up to 2 metres high) may be erected only where:
 - it encloses the principal (secluded) private open space (of minimum dimension 3 metres) of the house;



- the principal (secluded) private open space is adjacent to and conveniently accessible from the main living rooms of the house;
- surveillance of the street is maintained from other living room windows.
- on corner lots, a full height fence will normally only be endorsed along part of one street reserve boundary of a lot;

Where an applicant seeks endorsement of a fence between any building and any street reserve, the following provisions will normally apply:

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FENCES

Roxburgh



- on corner lots, a fence on the boundary to the side street must be at least 5 metres behind the frontage building line (all as determined by the URLC).



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Terrace Streetscape

Each row of terraces must have a uniform streetscape.

Any Terrace lot fence forward of the frontage building line :

- will only be approved as part of the endorsement of the whole row;
- must be not more than 1.2 metres high;
- must be an open style feature fence (pickets).

Side and Rear Fences between Lots

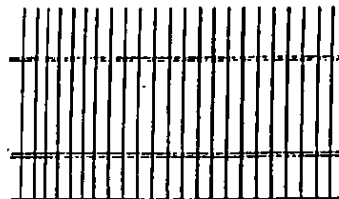
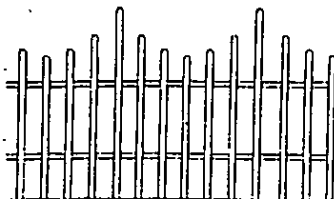
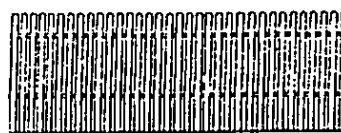
Between lots, side fences not forward of the frontage building line do not require URLC endorsement provided they do not exceed 2 metres in height.

Rear fences do not require URLC endorsement provided they do not exceed 2 metres in height.

Side fences which also form the rear fence of an adjacent corner lot will be considered normally as side fences for endorsement purposes.

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LANDSCAPE



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Roxburgh



The URLC has a Comprehensive Landscape Program for all the public places in Roxburgh Park. This Program aims to create a sustainable, easily managed and attractive landscape throughout Roxburgh Park. In addition, it forms the basis for planting themes and patterns within private lots.

This Guideline is concerned predominantly with privately owned land.

DESIGN REQUIREMENTS

Owners must landscape gardens in public view within six months of occupation of a house on the lot.

A screen of attractive trees and shrubs helps increase privacy and hide service areas. Trees also provide protection from strong winds.

Residents must control moisture variations and potential damage from tree roots in the vicinity of any adjoining building, particularly where the building is built to the boundary.

Landscaped areas should be designed to drain appropriately and avoid water-logging.

Water Use

Excessive water use is costly and wasteful. There are simple ways of minimising the amount of water used around the garden including:

- minimising lawn areas;
- using hardy native plants;
- using watering systems to control the time and length of watering;
- deep, regular soakings (rather than quick, light watering which tends to run off and dries out quickly);
- mulching to conserve moisture around trees and plants;
- contouring areas to retain or capture water.

Services

- It is your responsibility to be aware of the location of any underground services before excavating for any purpose. Contact the *Melbourne - One Call* line by telephoning 1100 to determine the location of service lines.
- Trees should not be planted above sewer/stormwater lines.
- The booklet *Guide to Tree Planting Near Power Lines* provides advice on planting in the vicinity of overhead power lines.

Lawns

- A suggested mixture of lawn seed for Roxburgh Park includes creeping red fescue, fine leaf rye and Victorian bent.
- Before planting lawn seed soil should be prepared properly by:
 - rotary hoeing and adding about two kilograms of gypsum per square metre dug into the soil to a depth of about 100 millimetres;
 - adding sandy loam which will improve further the structure of basalt soils and will assist drainage and root development;
 - keeping the ground damp while lawn seed is germinating and using a good fertiliser.
- Seeded lawn on the nature strip provides visual continuity to the streetscape and adds to the appearance of houses. Property owners are encouraged to complete landscaping of the area of the nature strip adjacent to their property.



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LANDSCAPE



Roxburgh



Planting Techniques

Good planting techniques help to establish successful gardens. Some suggestions (which may vary depending on individual circumstances) are:

- native plants bought in tubes will grow more strongly and quickly than larger native plants;
- trees and shrubs should be planted preferably from plastic pots or bags because they have stronger roots than bare-rooted plants;
- autumn planting requires less watering and is the best time to plant most natives;
- deciduous plants should be planted in winter and early spring;
- soil should be moistened slowly before digging a hole slightly wider and deeper than the container holding the plant;
- bare-rooted plants, such as fruit trees or roses, should not be left to dry out before planting;
- after planting, slow release fertiliser should be added and the plant staked on its windward side;
- plants should be pruned to remove unwanted growth with evergreens pruned after flowering and deciduous shrubs pruned when leafless;
- some plants, such as roses and azaleas, need specific alkaline/acid levels in the soil and should have special horticultural products added at prescribed rates;
- gardens should be fertilised periodically; compost is excellent and cheap.

Plant Selection

It is recommended that plants be selected that are suitable for Roxburgh Park soils and climate. A list of suitable species is provided below. Careful consideration should be given to the siting of trees (large, medium and small) and large shrubs.

Native trees and shrubs are generally fast growing, especially those species indigenous to the area.

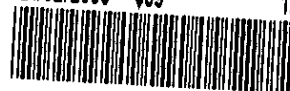
The careful selection and placement of deciduous trees helps to provide shade in summer and sun in winter.

When selecting trees check the mature height and breadth of the species before planting. Plant trees where they are able to grow to full size.



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SUGGESTED PLANTS FOR HOUSE LOTS IN ROXBURGH PARK

Roxburgh



D.1 LARGE TO MEDIUM TREES (greater than 8 metres in height)

Botanical Name	Common Name		N	Australian Native
<i>Acacia melanoxylon</i>	Blackwood		NE	
<i>Acer negundo 'variegatum'</i>	Ghost tree		Ex D	Exotic (from other countries)
<i>Eucalyptus crenulata</i>	Silver gum		NE	
<i>Eucalyptus nicholli</i>	Narrow-leaf black peppermint		NE	Deciduous
<i>Fraxinus 'Raywoodi'</i>	Claret ash		Ex D	
<i>Hymenosporum flavum</i>	Native frangipani		NE	Evergreen
<i>Juglans nigra</i>	Black walnut		Ex D	
<i>Liquidamber styraciflua</i>	Liquidamber		Ex D	
<i>Linodendron tulipifera</i>	Tulip tree		Ex D	
<i>Malus spectabilis</i>	Chinese crabapple		Ex D	
<i>Melia azedarach</i>	White cedar		NE	
<i>Melaleuca linariifolia</i>	Snow-in-summer		NE	
<i>Virgilia divaricata</i>	Spring flowered virgilia		Ex E	



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D.2 SMALL TREES (under 8 metres in height)

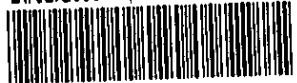
Botanical Name	Common Name		NE
<i>Acacia boormanii</i>	Snowy River wattle		NE
<i>Acacia elongata</i>	Swamp wattle		NE
<i>Acacia floribunda</i>	Gossamar wattle		NE
<i>Acacia podalyrifolia</i>	Mt Morgan wattle		NE
<i>Acacia pravissima</i>	Ovens wattle		NE
<i>Agonis flexuosa</i>	Peppermint willow		NE
<i>Allocasuarina verticillata</i>	Drooping she-oak		NE
<i>Arbutus unedo</i>	Strawberry tree		Ex E
<i>Ceratonia siliqua</i>	Carob tree		Ex E
<i>Eucalyptus leucoxylon var. macrocarpa</i>	Red flowered yellow gum		NE
<i>Eucalyptus spathulata</i>	Swamp mallet		NE
<i>Eucalyptus torquata</i>	Coral gum		NE
<i>Eucalyptus viridis</i>	Green mallee		NE
<i>Hakea elliptica</i>	Oval leaf hakea		NE
<i>Lagerstroemia indica</i>	Pink crepe myrtle		Ex D
<i>Malus floribunda</i>	Japanese flowering crab		Ex D
<i>Olea europaea</i>	Common olive		Ex E
<i>Prunus serotata 'shirotae'</i>	Double white flowering cherry		Ex D
<i>Pyrus ursuriensis</i>	Manchurian pear		Ex D

D.3 LARGE SHRUBS (over 1 metre in height)

Botanical Name	Common Name		NE
<i>Acacia ileaphyllai</i>	Gawler range wattle		NE
<i>Buddleia davidii 'White Cloud'</i>	White buddleia		Ex E
<i>Buddleia salviifolia</i>	Winter buddleia		Ex E
<i>Callistemon citrinus 'Endeavour'</i>	Red bottlebrush		NE
<i>Callistemon pallidus</i>	Lemon bottlebrush		NE
<i>Callistemon phoeniceus</i>	Fieri bottlebrush		NE
<i>Callistemon 'Reeves Pink'</i>	Pink bottlebrush		NE
<i>Callistemon speciosus</i>	Snowy bottle brush		NE
<i>Choisya ternata</i>	Mexican orange		Ex E
<i>Correa backhousiana</i>	Creamy correa		NE
<i>Correa glabra</i>	Green/dusky red correa		NE
<i>Dodonea cuneata</i>	Wedge-leaf hop bush		NE
<i>Garrya elliptica</i>	Catkin shrub		Ex D
<i>Leptospermum petersonii</i>	Lemon scented tea tree		NE
<i>Viburnum tinus</i>	Laurestinus		Ex E

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SUGGESTED PLANTS FOR HOUSE LOTS IN ROXBURGH PARK



D.4 SMALL SHRUBS (under 1 metre in height)

Botanical Name	Common Name	
<i>Cistus crispus</i>	Rock rose	Ex E
<i>Correa reflexa</i>	Common correa	NE
<i>Correa pulchella</i>	Correa	NE
<i>Cotoneaster horizontalis</i>	Rock cotoneaster	Ex E
<i>Crowea exalata</i>	Small crowea	NE
<i>Dampiera rosmarinifolia</i>	Rosemary dampiera	NE
<i>Epacris longiflora</i>	Fuchsia heath	NE
<i>Eriostemon myoporoides</i>	Long-leaf wax flower	NE
<i>Euryops pectinatus</i>	Yellow daisy	Ex E
<i>Grevillea steiglitziana</i>	Brisbane Range grevillea	NE
<i>Hebe 'Imperialis'</i>	Imperial veronica	Ex E
<i>Lavandula sp.</i>	Lavender	Ex E
<i>Leptospermum juniperinum 'horizontalis'</i>	Prickly tea-tree	NE
<i>Phlomis fruticosa</i>	Jerusalem sage	Ex E
<i>Rosmarinus officinalis</i>	Rosemary	Ex E
<i>Santolina chamaecyparissus</i>	Cotton lavender	Ex E
<i>Spiraea chinensis</i>	May	Ex D
<i>Thryptomene 'paynei'</i>	Pink thryptomene	NE

N Australian Native
 Ex Exotic (from other countries)
 D Deciduous
 E Evergreen



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D.5 GROUND COVERS – Prostrate

Botanical Name	Common Name	
<i>Brachycome multifida</i>	Cut leaf daisy	NE
<i>Convolvulus mauritanicus</i>	Trailing convolvulus	Ex E
<i>Gazania hybrids</i>	Gazanias	Ex E
<i>Grevillea biternata</i>	Grevillea	NE
<i>Grevillea 'Pooninda royal Mantle'</i>	Grevillea	NE
<i>Hardenbergia violacea</i>	Purple coral pea	NE
<i>Juniperus horizontalis</i>	Juniper	Ex E
<i>Myoporum parvifolium</i>	Creeping bobialla	NE
<i>Nephrolepis cordifolia</i>	Fishbone fern	NE
<i>Viola hederacea</i>	Native violet	NE

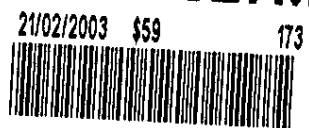
D.6 TUFTED PLANTS (strap shaped leaves growing from a common base)

Botanical Name	Common Name	
<i>Agapanthus orientalis</i>	African lily	Ex E
<i>Dianella revoluta</i>	Spreading flax lily	NE
<i>Hymenocallis sp.</i>	Day lilies	Ex E
<i>Kriphofia Hybrids</i>	Red hot pokers	Ex E
<i>Lomandra longifolia</i>	Spiny-headed mat rush	NE
<i>Moraea bicolor</i>	False iris	Ex E
<i>Themeda australis</i>	Kangaroo grass	NE

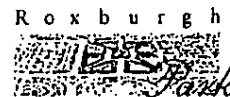
D.7 CLIMBERS

Botanical Name	Common Name	
<i>Clematis aristata</i>	Australia clematis	NE
<i>Gelsemium sempervirens</i>	Carolina yellow jasmine	Ex E
<i>Hardenbergia violacea</i>	Purple coral pea	NE
<i>Hibbertia scandens</i>	Climbing guinea flower	NE
<i>Konnedia coccinea</i>	Coral vine	NE
<i>Lonicera splendida</i>	Pink honeysuckle	Ex E
<i>Pelargonium peltatum</i>	Ivy-leaf geranium	Ex E
<i>Solanum jasminoides</i>	Potato climber	Ex E
<i>Trachelospermum jasminoides</i>	Star jasmine	Ex E
<i>Vitis amurensis</i>	Scarlet leaved vine	Ex D

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OTHER DEVELOPMENT SITING AND DESIGN



The Hume Planning Scheme requires that a planning permit be obtained for many land uses other than houses.

- is in keeping with the objective of a high quality design environment and character for Roxburgh Park.

Some of these other land uses in Roxburgh Park do not require a planning permit provided the site is:

DESIGN REQUIREMENTS

- identified for the use in the Roxburgh Park Local Structure Plan;
- within an Activity Centre designated in the Roxburgh Park Local Structure Plan; or
- identified for the use and is within an Activity Centre designated in the Roxburgh Park Local Structure Plan.

Each development and extension, outbuilding, fence along streets and other structure (except as exempted by the URLC) must be endorsed by the URLC as complying with the Roxburgh Park Local Structure Plan including this Guideline.

A list of the other uses that may not require a planning permit is contained in the Hume Planning Scheme. In most cases (even if a planning permit is not required), a plan or plans showing the proposed layout, elevations, dimensions, car parking, access and landscaping is required to be approved to the satisfaction of the responsible authority.

Except as may be varied by the URLC (and then only if any such variation does not require a planning permit from Hume City Council) as part of any endorsement, the following requirements apply.

DESIGN PRINCIPLES

- The development is generally in accordance with the approved Roxburgh Park Local Structure Plan, this Guideline and with any Development Plan approved by Hume City Council.
- Frontage, side and rear setbacks and building heights comply with the relevant SADP.

Plans for development other than houses must be submitted to the URLC for endorsement and must be prepared to ensure that the location, siting and design:



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- is consistent with the objectives, policies and land use intentions contained in the Roxburgh Park Local Structure Plan;
- is designed (including in respect of overall appearance, materials and finishes) to be generally suitable for and compatible with the area;
- provides for ease of pedestrian and vehicle access and movement including appropriate links to the Roxburgh Park walking/cycling path network;
- proposes a built form that is sympathetic to its neighbours;
- proposes a built form that is sympathetic to an attractive streetscape;

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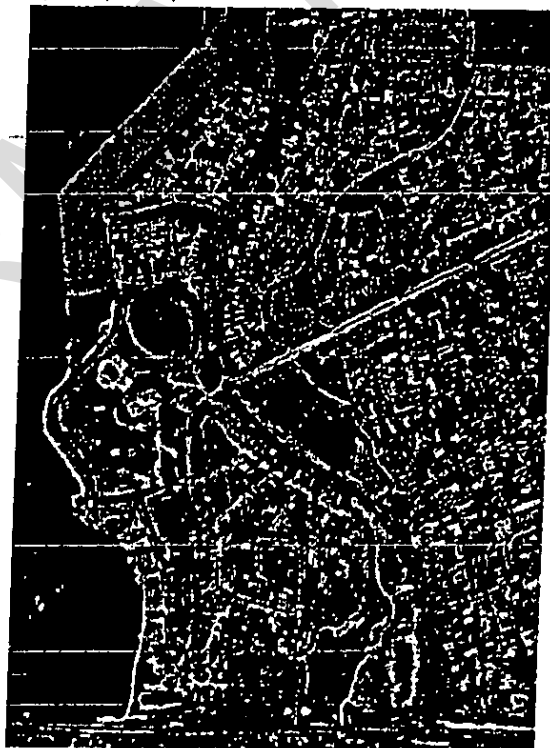
SIGNS



All signs (other than exempt signs) must be endorsed by the URLC before being erected.

One temporary sign may be erected and be on a lot at any one time without the endorsement of the URLC, provided that it is not an animated or internally illuminated sign and it is either:

- a sign related to the construction of a building on the lot on which the sign is displayed (for example, the name of the builder) where the sign is no larger than 915mm x 610mm in size and is removed within seven days of completion of construction; or
- a sign publicising the sale of a property on which it is displayed where the sign is no larger than 1830mm x 915mm (with the long axis of the sign being vertical) and is removed within seven days of the signing of the contract of sale.



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INFORMATION ONLY

HUME CITY COUNCIL



This Roxburgh Park Development Guideline (Edition 6) has been endorsed as forming part of:

- the approved Roxburgh Park Local Structure Plan which for the purposes of this application is both the approved local structure plan (Clauses 2.2 and 2.3 of Schedule 1 to the Comprehensive Development Zone (Clause 37.02)) and the approved Development Plan (Clause 2.0 of Schedule 7 to the Development Plan Overlay (Clause 43.04)).
- Planning Permit No. 1062 issued for Section A on 28 August 1991 by the then Shire of Bulla;
- Planning Permit No. 1430 issued for Section B on 14 December 1992 by the then Shire of Bulla;
- Planning Permit No. 1831 issued for Stage 4C on 21 June 1994 by the then Shire of Bulla;
- Planning Permit No. 1917 issued for Section C on 21 September 1994 by the then Shire of Bulla;
- Planning Endorsement issued for Section D on 12 June 1997 by Hume City Council;
- Planning Endorsement issued for Section E on 2 May 1996 by Hume City Council;
- Planning Endorsement issued for Section F on 5 June 1998 by Hume City Council;
- Planning Endorsement issued for Section G on 1 March 1999 by Hume City Council;
- Planning Endorsement issued for Section H on 4 September 2000 and 2 November 2001 by Hume City Council;
- Planning Endorsement issued for Section I on 22 April 1999 by Hume City Council;
- Planning Permit No. P6354 issued for Section J 27 October 2000 by Hume City Council.

The applicant has confirmed this Development Guideline will be provided at the time of lot purchase to each purchaser as part of the contract documentation. The document indicates that endorsement by the Urban and Regional Land Corporation is required prior to any application for building permits.

Signed:

Michael Nelthorpe
City Development
Manager

AB894527M



Date:

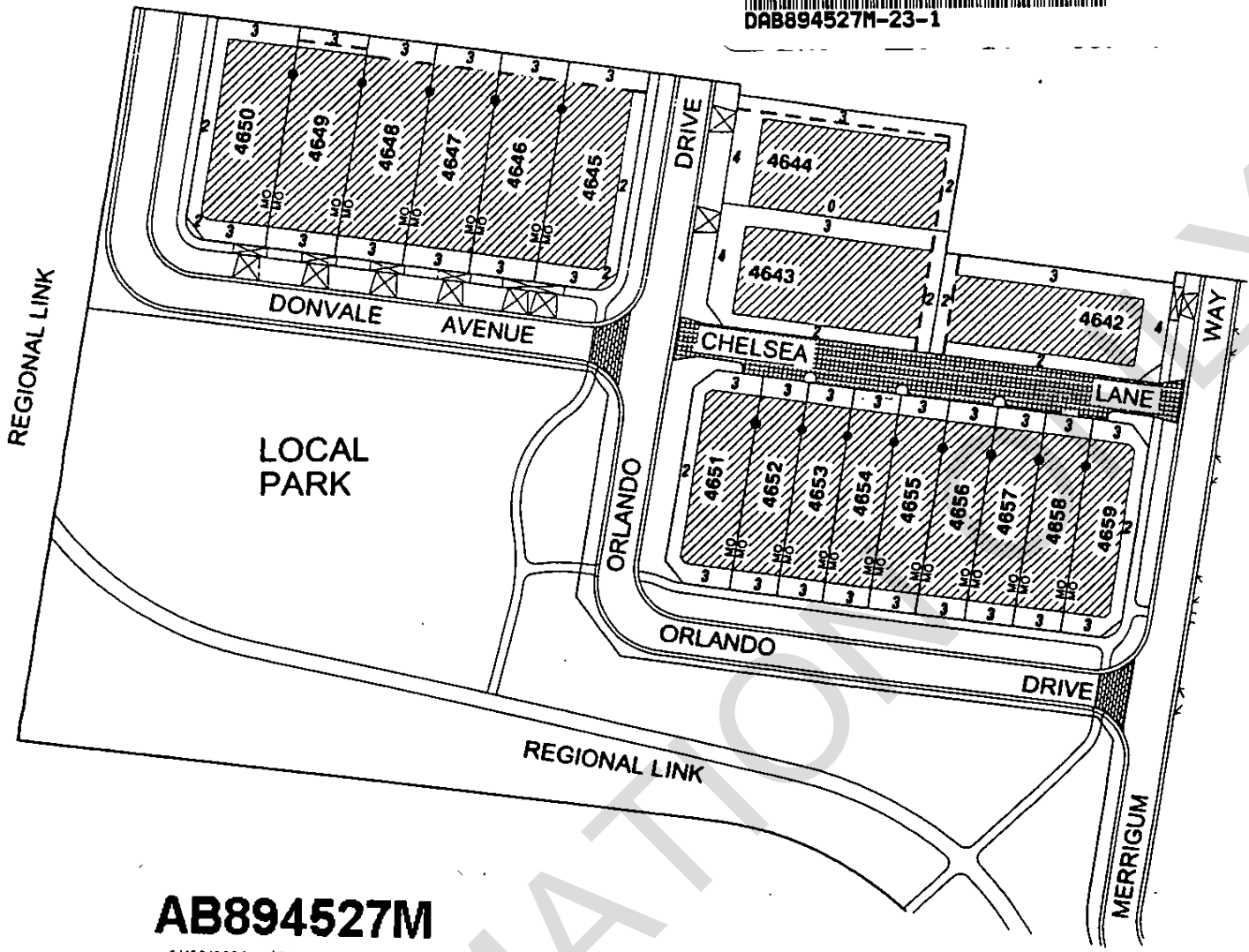
31-1-02

HUME CITY COUNCIL
Planning & Environment Act 1987
 This plan is approved in accordance
 with Clause
37.02 & 43.04
 of the Hume Planning Scheme
 Date: 31/1/02
 Signature for the Responsible Authority

B



DAB894527M-23-1

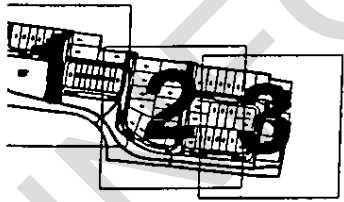


AB894527M

21/02/2003 \$59 173



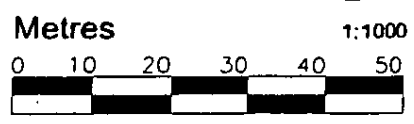
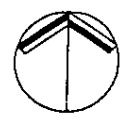
KEY TO SHEETS



PARTICULAR LOT REQUIREMENTS

- All lots All fences must be approved and be in accordance with the current Roxburgh Park Development Guidelines.
- 4650 House should address the Regional Link as well as Donvale Avenue.
- 4651 House should address the Local Park as well as Orlando Drive.

REFER REQUIREMENTS OVERLEAF



4. Endorsement for MAP
 Issued by:
 LAM Development Plan Overlay
 under 7 in Clause 42.01

is contained as a binding part of the
 Plan Development Overlay under
 7 of the approved Roxburgh Park Local
 Plan

M. Kelly
 1/7/02



SPECIFIC AREA DEVELOPMENT PLAN

SECTION J STAGE 67

J.67

SHEET 1 OF 3

25 June 2002

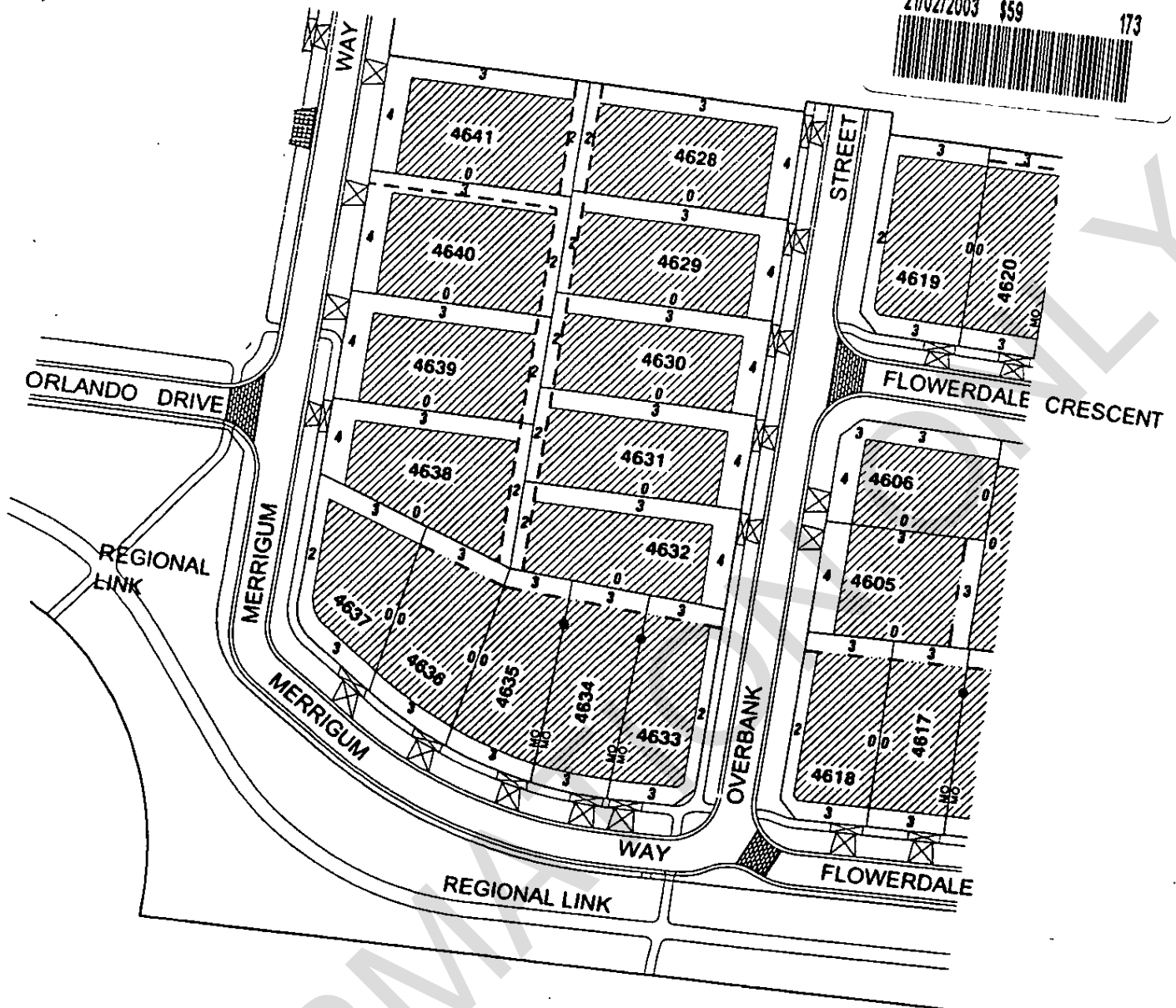
collie

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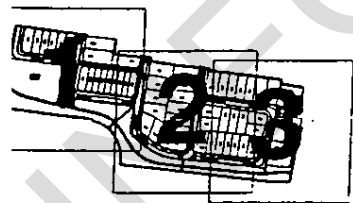
AB894527M

21/02/2003 \$59

173



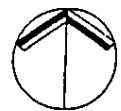
KEY TO SHEETS



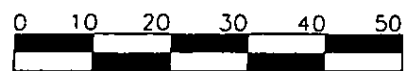
PARTICULAR LOT REQUIREMENTS

- All lots All fences must be approved and be in accordance with the current Roxburgh Park Development Guidelines.
- 4637 House should address the Regional Link as well as Merrigum Way.

REFER REQUIREMENTS OVERLEAF



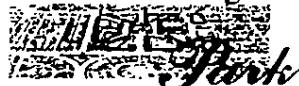
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DAB894527M-24-4

URBAN AND REGIONAL LAND CORPORATION

Roxburgh



SPECIFIC AREA DEVELOPMENT PLAN

SECTION J STAGE 07

J.67

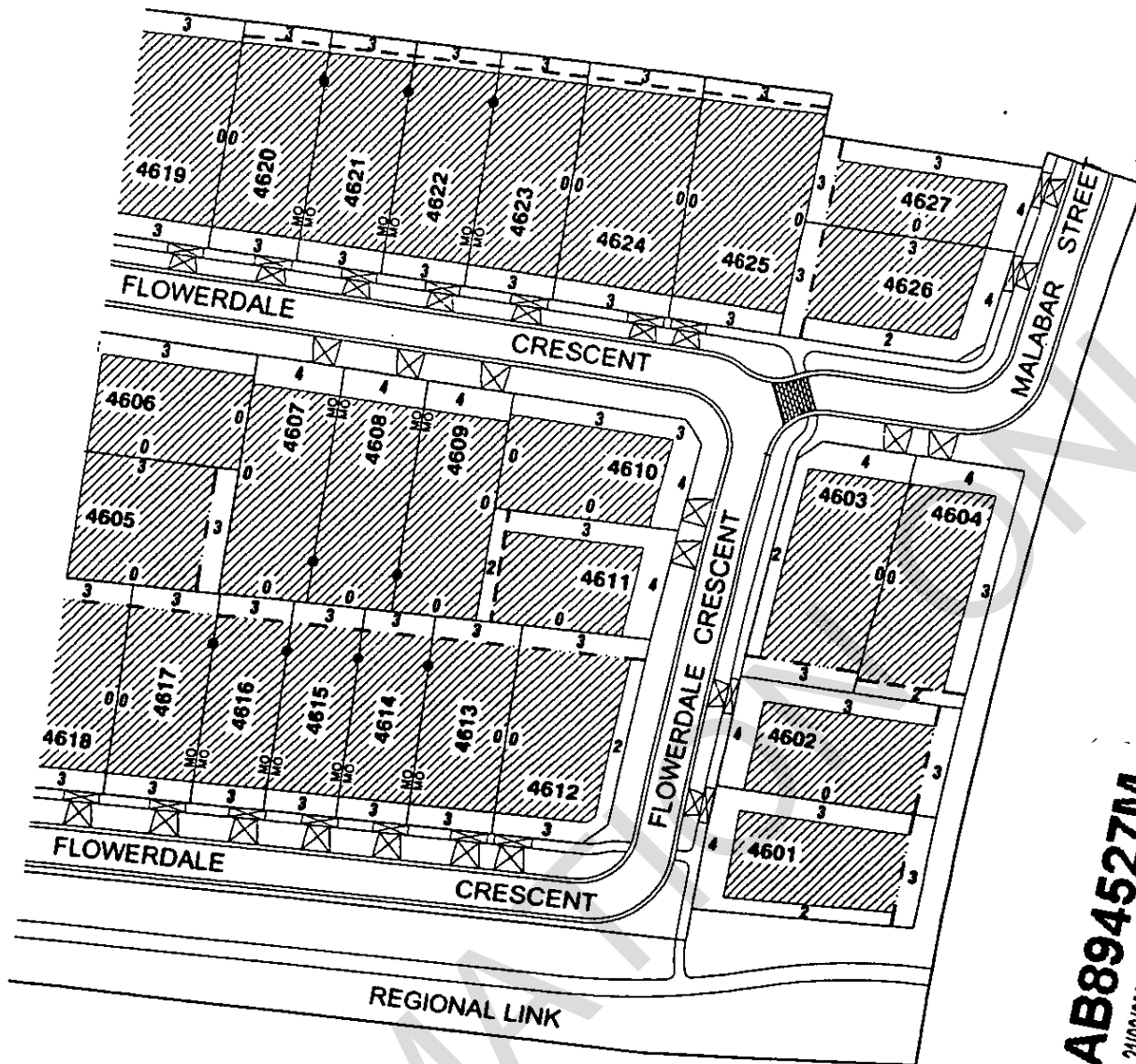
SHEET 2 OF 3

25 June 2002

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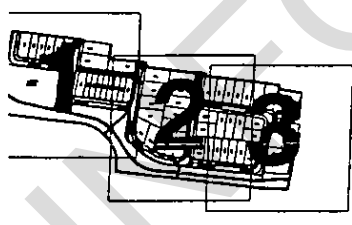
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 21/02/2003 159 173



KEY TO SHEETS



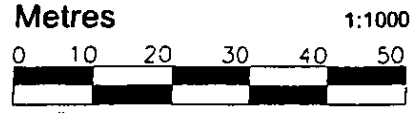
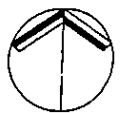
PARTICULAR LOT REQUIREMENTS

- All lots All fences must be approved and be in accordance with the current Roxburgh Park Development Guidelines.
- 4601 House must address the Local Link as well as Flowerdale Crescent.

REFER REQUIREMENTS OVERLEAF



DAB894527M-25-8



© Urban and Regional Land Corp
 Planning Division
 CLM Development Plan Quality
 Issue 7 in Class CLM
 It is intended as being part of the
 CLM Development Plan Quality
 Issue 7 in Class CLM
 1/7/02



SPECIFIC AREA DEVELOPMENT PLAN

SECTION J STAGE 67

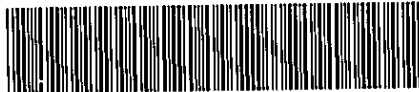
J.67

SHEET 3 OF 3

25 June 2002

collie

0460V142-SADP001A



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STATUTORY PROVISIONS

The provisions of the Hume Planning Scheme apply to development and uses in Roxburgh Park. These provisions include the Roxburgh Park Local Structure Plan and the Roxburgh Park Development Guideline.

A planning permit as required already exists for the development and use of one dwelling on a lot (including a lot under 300 square metres in area) created by the Urban and Regional Land Corporation (URLC) at Roxburgh Park. Hume City Council has confirmed this in writing. A copy of the Hume City Council letter is available from the URLC at Roxburgh Park.

Prior to an application for a building permit and in accordance with the Section 173 agreement, all buildings¹ (including fences and other structures) must be endorsed by the URLC as complying with the Roxburgh Park Development Guideline and in particular this Specific Area Development Plan (SADP).

The SADP includes house / building envelopes and setbacks, easements, crossovers, footpaths, carparks and any other matters which relate to the development of the land as required under Schedule 7 to the Development Plan Overlay, Hume Planning Scheme.

The URLC may endorse a development which varies from the specific requirements of this SADP provided its general intent is met. No such varied development shall be endorsed by the URLC if it requires an additional planning permit or other approval from the responsible authority under the Hume Planning Scheme if that permit or other approval has not been granted.

URLC endorsement does not warrant, imply or in any way suggest that the development complies with, or is compatible with, the relevant Planning Scheme or Building Regulations in force at the time of the endorsement. The URLC advises the Owner to submit the endorsed plans to a building surveyor and / or the responsible authority for the issue of necessary permit(s).

MINIMUM BUILDING SETBACKS

The figure beside each lot / property boundary represents the approved minimum required setback for a house from that boundary. In the case of frontages and side boundaries that abut a street the minimum required setback relates to all buildings.

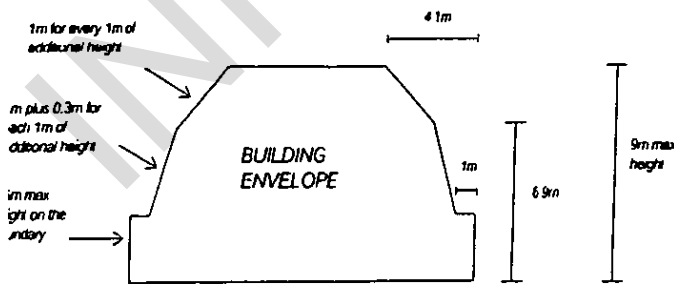
A house that is constructed on a corner lot must be sited with its frontage being the boundary with the greater specified setback from a road reserve.

A house that is not constructed on a lot / property boundary² must be setback at least 1 metre from the boundary.

BUILDING HEIGHT AND SITING

All buildings must have a maximum height of 9 metres and external wall height complying with the following setbacks from side or rear boundaries:

- 1 metre minimum setback for walls up to 3.6 metres in height unless the wall is built to the boundary;
- for that part of the wall over 3.6 metres in height a minimum setback of 1 metre plus 0.3 metres for each 1 metre of height over 3.6 metres up to a height of 6.9 metres;
- for that part of the wall over 6.9 metres in height a minimum setback of 1 metre for every 1 metre of height.



SPECIAL BUILDING HEIGHT AND SITING EXCEPTIONS

Houses and outbuildings may be built:

- on boundaries marked with the symbol ● provided the external wall height is not greater than 9 metres on and within 1 metre of the boundary;
- to a maximum of 10 metres plus 25 per cent of the remaining length of the lot along a side or rear boundary (except for boundaries marked with the symbol ●).

EASEMENTS

Except with the approval of the relevant servicing authority, no buildings are to be constructed on easements. Buildings shall be designed so that they do not adversely affect the intended function of nearby easements.

CAR PARKING

Houses must be sited to enable the provision at least of two car parking spaces on the site, all in accordance with the applicable Building Regulations. Plans for house endorsement must specify the location, dimensions, driveway access and surface treatment proposed.

All garages and car ports, except where the opening is perpendicular to the street reserve, must be setback five metres from the frontage of a lot. All garages and carports that open to a sideage should be setback on or behind the building line of that lot.

A garage of double width is discouraged on a lot of 10 metres width or less and will be endorsed only where it is integrated into the house design and where it does not dominate the streetscape.

In the case of lots that abut laneways with a zero setback, provision should be made in the siting of garages or carports to ensure adequate room for the manoeuvring of vehicles.

NOTES

..... 1.5 metres wide easement

----- 2 metres wide easement

- - - - - 3 metres wide easement

4 Setback minimum required



House envelope and lot number



Designated vehicle crossover to lot (no other vehicular access point is permitted to a lot, except with the approval of the URLC).

MO

Means mandatory house construction on this boundary.

All dimensions are shown in metres.

AB894527M



¹ Building means any structure including a carport, fence, garage, house and shed.
² A setback of up to 150 millimetres from the lot / property boundary is deemed to be on the boundary.

Property No : 598210
 Certificate No : eLIC062597
LAND INFORMATION CERTIFICATE
 Year Ending: 30 June 2024
 All Enquiries and Updates to Rates on 9205 2688



ABN 14 854 354 856
 1079 PASCOE VALE ROAD
 BROADMEADOWS
 VICTORIA 3047

PO BOX 119
 DALLAS 3047

Telephone: 03 9205 2200
 Rates Dept 03 9205 2688
 Facsimile: 03 9309 0109
 www.hume.vic.gov.au

Your Reference: 2449
 Date of Issue: 24/10/2023

**SECURE ELECTRONIC REGISTRIES VICTORIA (SERV)
 TWO MELBOURNE QUARTER
 LEVEL 13/697 COLLINS ST
 DOCKLANDS VIC 3008**

Property Description:	Lot 4614 PS 502251B Vol 10705 Fol 531
Property Situated:	9 FLOWERDALE CRES ROXBURGH PARK VIC 3064

Site Value \$305000	C.I.V. \$485000	N.A.V. \$24250
---------------------	-----------------	----------------

The level of valuation is 1/01/2023 and the Date the Valuation was adopted for Rating Purposes is 1/07/2023

RATES AND CHARGES FROM	01/07/2023	TO	30/06/2024
	RATE LEVIED ON C.I.V.		BALANCES OUTSTANDING
General Rate	\$1,122.40		\$658.43
Land Use Rebate	\$0.00		\$0.00
Optional Waste Charges	\$89.60		\$89.60
Fire Service Property Levy	\$147.30		\$147.30
Special Charge / Rate	\$0.00		\$0.00
Waste Rates and Charges	\$496.67		\$496.67
Arrears as at 30/06/2023			\$0.00
Interest / Legal Costs			
TOTAL RATES AND CHARGES	\$1,855.97		\$1,392.00

**PLEASE NOTE :	Rates for 2023/2024 are payable by four instalments on the following dates 30/09/2023, 30/11/2023, 29/02/2024 & 31/05/2024
------------------------	---

OTHER CHARGES				
Account Number / Description	Principal	Interest	Interest To	Balance
TOTAL OTHER CHARGES: \$0.00				

PEXA BPAY BILLER CODE HAS CHANGED, PLEASE SEE NEXT PAGE FOR DETAILS	
TOTAL OUTSTANDING AT ISSUE DATE :	\$1,392.00

All overdue rates and charges must be paid at settlement..

Property No : 598210
Certificate No : eLIC062597
LAND INFORMATION CERTIFICATE
Year Ending: 30 June 2024
All Enquiries and Updates to Rates on 9205 2688

Property Situated: 9 FLOWERDALE CRES ROXBURGH PARK VIC 3064

This Certificate provides information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council. This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

NOTICES, ORDERS, OUTSTANDING OR POTENTIAL LIABILITY / SUBDIVISIONAL REQUIREMENTS.

- There is no potential liability for Rates under the Cultural and Recreational Lands Act 1963.
- There is no potential liability for rates under section 173 or 174A of the Local Government Act 1989, nor is any amount due under section 227 of the Local Government Act 1989.
- There is no outstanding amount required to be paid for Recreational Purposes or any transfer of land required to be made to Council for Recreational Purposes under section 18 of the Subdivision Act 1988 or the Local Government Act 1958.

There are no notices or orders on the land that have been served by Council under the Local Government Act 1989, the Local Government Act 1958, or under a Local Law of the Council which have a continuing application as at the date of this certificate.

- It is recommended that new industrial and commercial property owners in particular, check the property complies with the conditions of any Planning Permits issued and the Hume Planning Scheme, to avoid enforcement proceedings. Contact Development Services on telephone (03) 9205 2309 for information on planning controls relating to the property.

New Swimming Pool & Spa registration laws commenced 1 December 2019. Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020. www.hume.vic.gov.au for more information and registrations.

I HEREBY CERTIFY THAT AS AT THE DATE OF ISSUE, THE INFORMATION GIVEN IN THIS CERTIFICATE IS A TRUE AND CORRECT DISCLOSURE OF THE MATTERS SET OUT ABOVE. RECEIVED \$28.80 BEING THE FEE REQUIRED FOR THIS CERTIFICATE.

Verbal update of information contained in this Certificate will only be given for 90 days after date of issue. Council cannot be held responsible for any information given verbally.



Delegated Officer
24/10/2023

Please Note: Council ownership records will only be updated on receipt of a Notice of Acquisition. Prompt attention will facilitate the new owners' dealings with council. All notices of acquisition can be sent directly to rates@hume.vic.gov.au

PEXA BPAY BILLER CODE HAS CHANGED



Biller Code: 357947
Ref: 9558339

If settling outstanding amounts via BPay please send advice to rates@hume.vic.gov.au

Property Clearance Certificate

Land Tax



MELBOURNE REAL ESTATE CONVEYANCING

Your Reference: 2449
Certificate No: 67368283
Issue Date: 24 OCT 2023
Enquiries: ESYSPROD

Land Address: FLOWERDALE CRESCENT ROXBURGH PARK VIC 3064

Land Id	Lot	Plan	Volume	Folio	Tax Payable
30233164			10705	531	\$409.00

Vendor: ANNA GERANIS & UMUT DELIBALTA
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR UMUT DELIBALTA	2023	\$317,000	\$409.00	\$0.00	\$409.00

Comments:

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$500,000

SITE VALUE: \$317,000

CURRENT LAND TAX CHARGE: \$409.00

Notes to Certificate - Land Tax

Certificate No: 67368283

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$409.00

Taxable Value = \$317,000

Calculated as \$375 plus (\$317,000 - \$300,000) multiplied by 0.200 cents.

Land Tax - Payment Options

BPAY



Bill Code: 5249
Ref: 67368283

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 67368283

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax



MELBOURNE REAL ESTATE CONVEYANCING

Your Reference:	2449
Certificate No:	67368283
Issue Date:	24 OCT 2023

Land Address: FLOWERDALE CRESCENT ROXBURGH PARK VIC 3064

Lot	Plan	Volume	Folio
		10705	531

Vendor: ANNA GERANIS & UMUT DELIBALTA

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue

INFORMATION ONLY

Notes to Certificate - Windfall Gains Tax

Certificate No: 67368283

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 67368282

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 67368282

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

974926

APPLICANT'S NAME & ADDRESS

MREC C/- LANDATA
MELBOURNE

VENDOR

XX, XX

PURCHASER

XX, XX

REFERENCE

2449

This certificate is issued for:

LOT 4614 PLAN PS502251 ALSO KNOWN AS 9 FLOWERDALE CRESCENT ROXBURGH PARK
HUME CITY

The land is covered by the:

HUME PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

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

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

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

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

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

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

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

24 October 2023

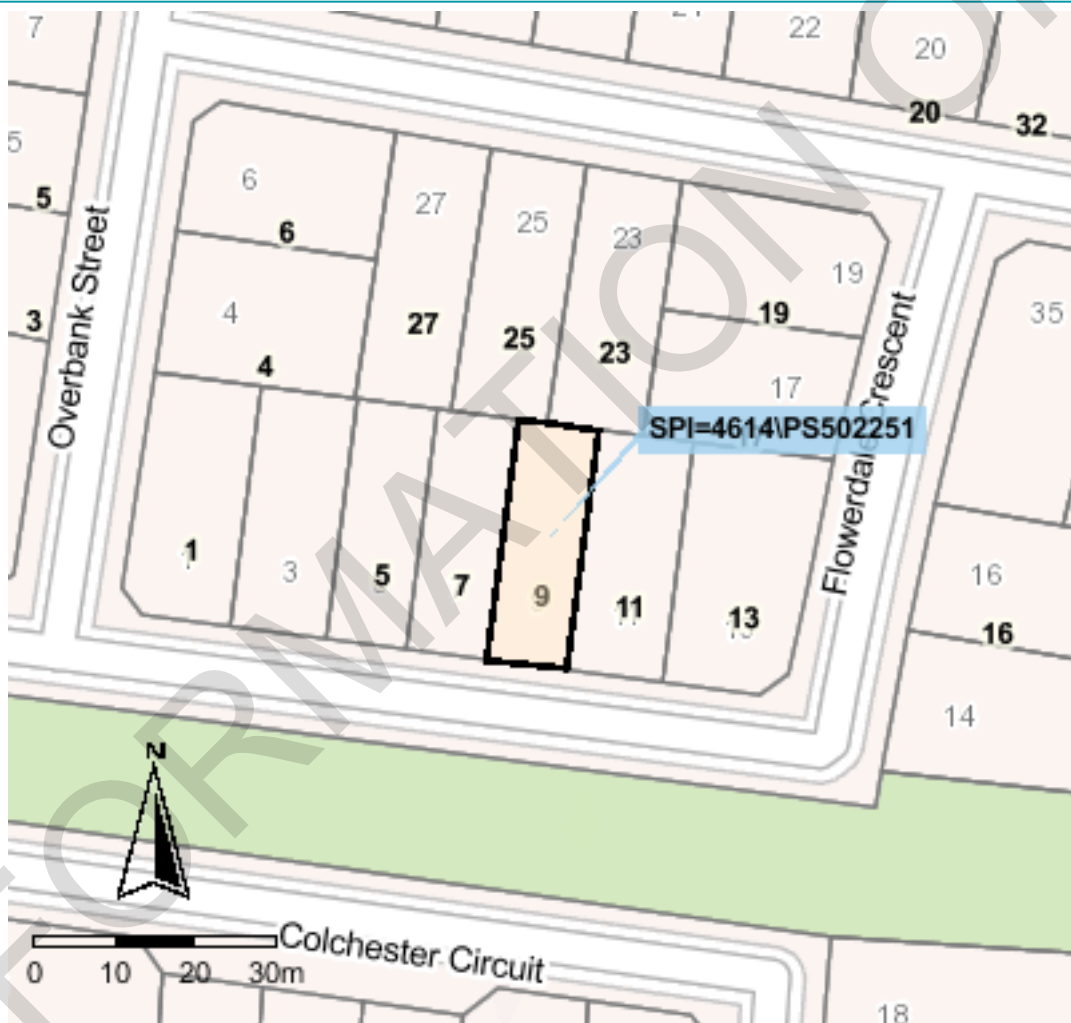
Sonya Kilkenny
Minister for Planning

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

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

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

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



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

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

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

24th October 2023

MELBOURNE REAL ESTATE CONVEYANCING.

Dear MELBOURNE REAL ESTATE CONVEYANCING.,

RE: Application for Water Information Statement

Property Address:	9 FLOWERDALE CRESCENT ROXBURGH PARK 3064
Applicant	MELBOURNE REAL ESTATE CONVEYANCING.
Information Statement	30803908
Conveyancing Account Number	9759316125
Your Reference	2449

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
- Rates Certificate

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

Yours sincerely,



Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	9 FLOWERDALE CRESCENT ROXBURGH PARK 3064
------------------	--

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Encumbrance

Property Address	9 FLOWERDALE CRESCENT ROXBURGH PARK 3064
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STATEMENT UNDER SECTION 158 WATER ACT 1989

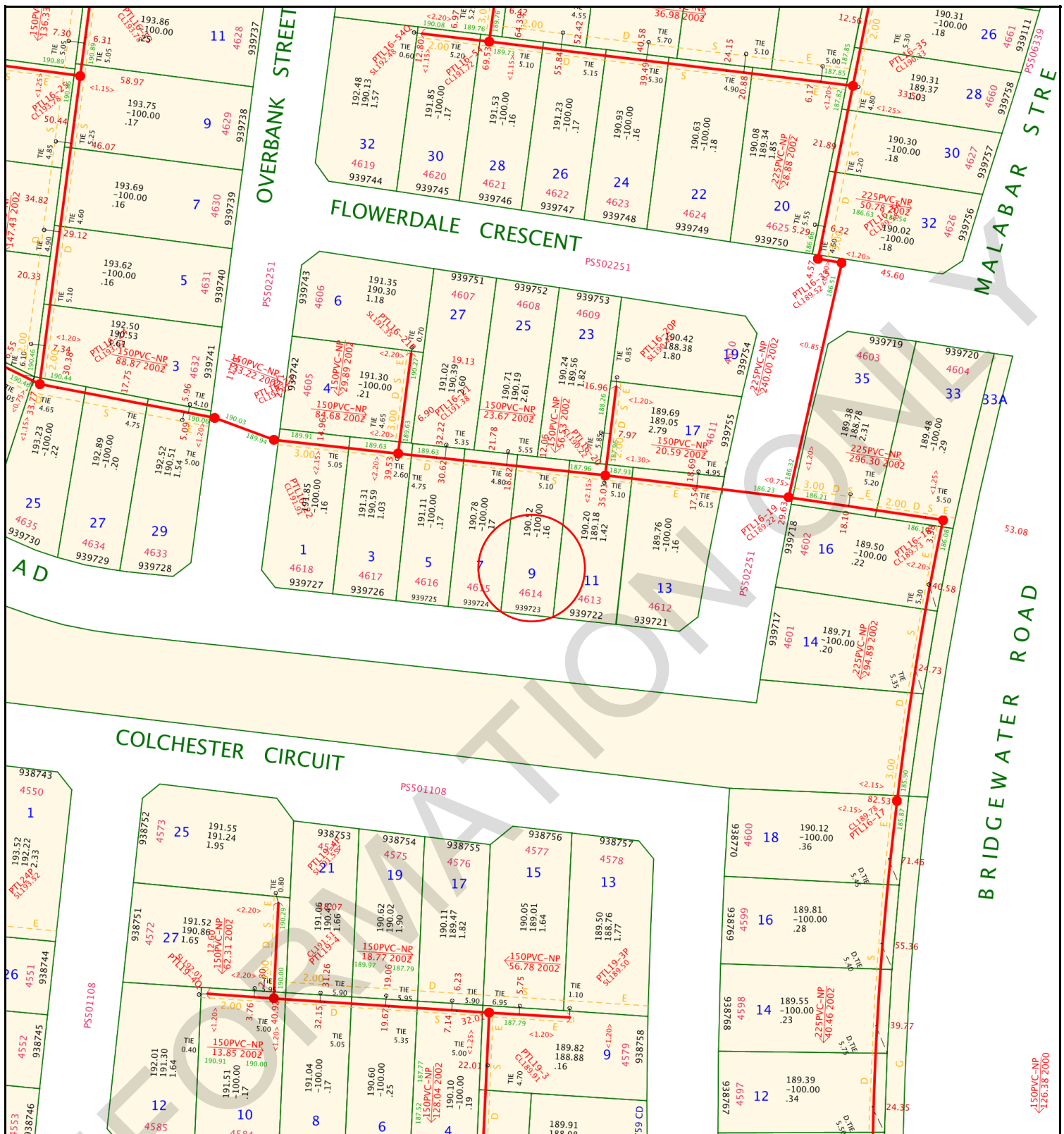
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

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



MELBOURNE REAL ESTATE CONVEYANCING.
anna@melbournerec.com.au

RATES CERTIFICATE

Account No: 2801671721
Rate Certificate No: 30803908

Date of Issue: 24/10/2023
Your Ref: 2449

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
9 FLOWERDALE CRES, ROXBURGH PARK VIC 3064	4614\PS502251	1602937	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2023 to 31-12-2023	\$20.26	\$20.26
Residential Sewer Service Charge	01-10-2023 to 31-12-2023	\$115.72	\$115.72
Parks Fee *	01-10-2023 to 31-12-2023	\$21.33	\$21.33
Drainage Fee	01-10-2023 to 31-12-2023	\$29.70	\$29.70

Usage Charges are currently billed to a tenant under the Residential Tenancy Act

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	\$187.01

Please note, from 1 July 2023:

* The Parks fee will be charged quarterly instead of annually.



GENERAL MANAGER
RETAIL SERVICES

Note:

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

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

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

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

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

8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.

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

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



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 1602937

Address: 9 FLOWERDALE CRES, ROXBURGH PARK VIC 3064

Water Information Statement Number: 30803908

HOW TO PAY



Biller Code: 314567
Ref: 28016717211

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

ROADS PROPERTY CERTIFICATE

The search results are as follows:

MREC
954 High Street
RESERVOIR VIC 3073

Client Reference: 2449

NO PROPOSALS. As at the 24th October 2023, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

9 FLOWERDALE CRESCENT, ROXBURGH PARK 3064
CITY OF HUME

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

Date of issue: 24th October 2023

Telephone enquiries regarding content of certificate: 13 11 71

PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 15 November 2023 04:32 PM

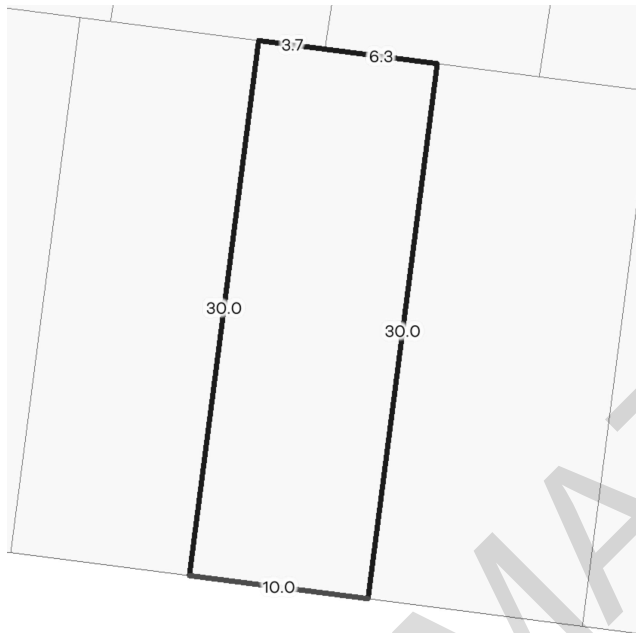
PROPERTY DETAILS

Address: **9 FLOWERDALE CRESCENT ROXBURGH PARK 3064**
Lot and Plan Number: **Lot 4614 PS502251**
Standard Parcel Identifier (SPI): **4614\PS502251**
Local Government Area (Council): **HUME**
Council Property Number: **598210**
Directory Reference: **Melway 179 J2**

www.hume.vic.gov.au

SITE DIMENSIONS

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



Area: 300 sq. m

Perimeter: 80 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **GREENVALE**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

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

Planning Property Reports can be found via these two links

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

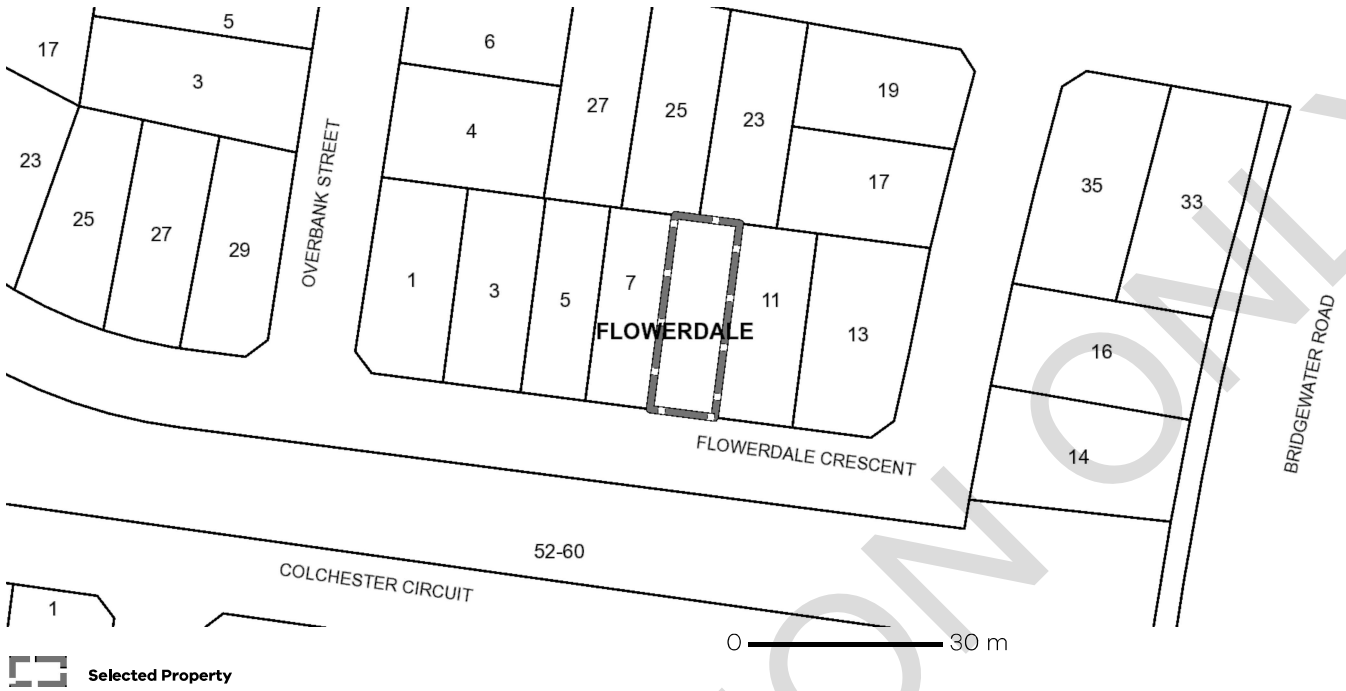
Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

PROPERTY REPORT



Environment,
Land, Water
and Planning

Area Map



INFORMATION ONLY

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 15 November 2023 10:42 AM

PROPERTY DETAILS

Address: **9 FLOWERDALE CRESCENT ROXBURGH PARK 3064**
Lot and Plan Number: **Lot 4614 PS502251**
Standard Parcel Identifier (SPI): **4614\PS502251**
Local Government Area (Council): **HUME**
Council Property Number: **598210**
Planning Scheme: **Hume**
Directory Reference: **Melway 179 J2**

www.hume.vic.gov.au

[Planning Scheme - Hume](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **GREENVALE**

OTHER

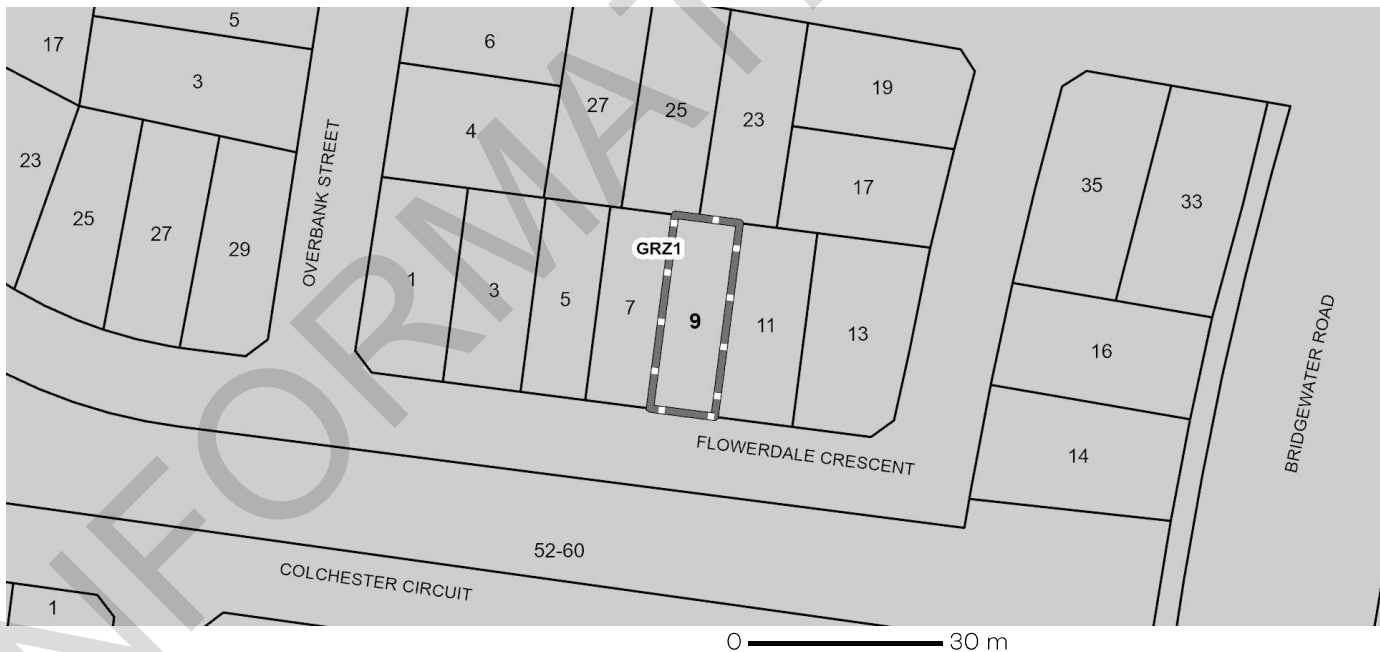
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



GRZ - General Residential

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

Planning Overlays

No planning overlay found

Further Planning Information

Planning scheme data last updated on 10 November 2023.

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

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

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

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

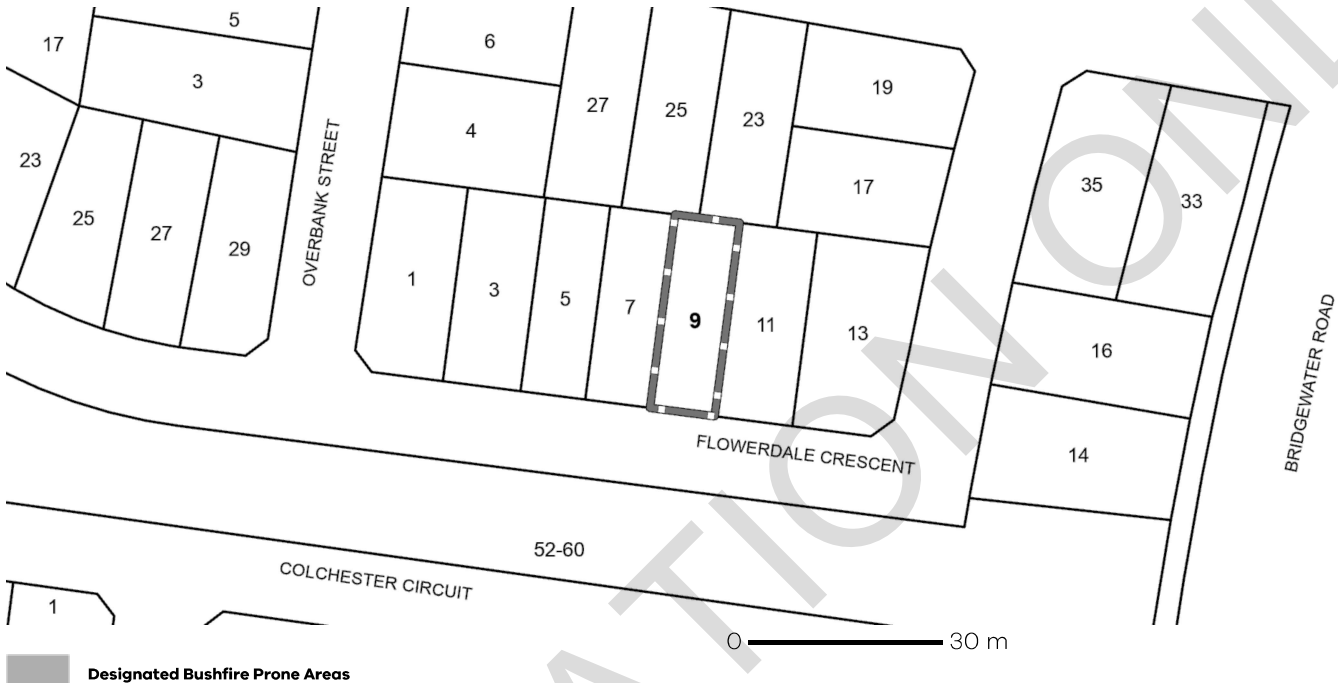
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

Building Information Certificate 51(1)

Building Act 1993
Building Regulations 2018
Regulation 51(1)



1079 PASCOE VALE ROAD
BROADMEADOWS
VICTORIA 3047

Postal Address:
PO BOX 119
DALLAS 3047

Telephone: 03 9205 2200
Facsimile: 03 9309 0109
www.hume.vic.gov.au

SECURE ELECTRONIC REGISTRIES VICTORIA (SERV)
TWO MELBOURNE QUARTER
LEVEL 13/697 COLLINS ST
DOCKLANDS VIC 3008

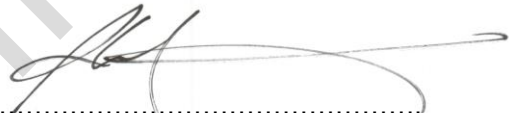
Our Reference: **WBPI031410**
Your Reference: **2449**
Property Details: **9 FLOWERDALE CRES
ROXBURGH PARK VIC 3064
LOT 4614 PS 502251B VOL 10705 FOL 531**
Property Number: **598210**
Municipal District: **HUME CITY COUNCIL**
Registered Owner: **UMUT DELIBALTA & ANNA GERANIS**

Building Approval and permit number	Our Ref No	Description of Work	Date Issued	RBS Name	RBS No	Occupancy Permit/Final certificate Number	Occupancy Permit/Final certificate Date

Please Note: There are no records of Building approvals or permits in the preceding 10 years to the knowledge of the Council.

Current certificates, notices or reports made under the Building Control Act 1981 / Building Act 1993			
Notice Date	Notice Type	RBS Name	RBS No

Please note
Permit, certificate, notice, order and report dates are accurate to the extent of Council's computer database information. If you wish to confirm actual issue dates you will be required to make application for copies of documents.
In relation to land liable to flooding or designated land, the applicant is advised that Melbourne Water became responsible for waterway management, floodplain management and regional drainage on 18 th November 2005. Melbourne Water is undertaking an ongoing process of investigation within this area, which may provide additional information applicable to this property. For information on flood levels please visit the Landata or SAI Global websites. Where Yarra Valley Water or City West Water is the relevant water authority this information can be obtained by purchasing a property information statement. The applicant is also advised to make reference to the Hume Planning Scheme.
For the purpose of regulation 810, Bushfire Prone Area maps are available at www.land.vic.gov.au
New Swimming Pool & Spa registration laws commenced 1 December 2019. Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020. www.hume.vic.gov.au for more information and registrations.
Pursuant to sec 24(5) - Building Act 1993 Community Infrastructure Levy payable in respect of this land. Bal Payable :\$ 0.00 For inquiries regarding Community Infrastructure Levy please call Council's Strategic Planning Department.
This advice is based on the most current information in Council's records.


.....
PETER JOLLY
MUNICIPAL BUILDING SURVEYOR
HUME CITY COUNCIL

Date: 24 October 2023

The information on this certificate is the property of the Hume City Council. Hume City Council does not consent to the application or use of the information on this certificate for purposes or properties other than the property to which the information is applicable. Use of this certificate for purposes other than that which Council allows is strictly prohibited.

INFORMATION ONLY

DATED

2023

UMUT DELIBALTA AND ANNA GERANIS

CONTRACT OF SALE OF REAL ESTATE

Property: 9 FLOWERDALE CRESCENT, Roxburgh Park 3064

MELBOURNE REAL ESTATE CONVEYANCING PTY LTD
Licensed Conveyancer

954 High Street Reservoir Vic 3073
Tel: 9464 6732

Ref: JK:23/2449JK