

DATED

2026

**KULTAR SINGH SAINI AND GURJEET KAUR SAINI**

to

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**CONTRACT OF SALE OF LAND**

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**Property: 14 Serenity Place, Diamond Creek VIC 3089**

**Instant Conveyancing Services**

PO Box 1353  
LALOR VIC 3075  
Tel: (03) 9939 6824  
Fax: (03) 9478 7868  
Ref: JG:ARUN.B:10872

# CONTRACT OF SALE OF REAL ESTATE

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**Address:** 14 SERENITY PLACE, DIAMOND CREEK VIC 3089

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.

## IMPORTANT NOTICE TO PURCHASERS

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

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

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

- You bought the property at or within 3 clear business days before or after a publicly advertised auction; or
- The property is used primarily for industrial or commercial purposes; or
- The property is more than 20 hectares in size and is used primarily for farming; or
- You and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- You are an estate agent or a corporate body

## NOTICE TO PURCHASER OF PROPERTY 'OFF THE PLAN'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10% 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 this contract of sale and the day on which you become the registered proprietor.

## 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** that is 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 an agent authorised in writing by one of the parties

must be noted beneath the signature.

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

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

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

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

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney").....

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

## SIGNED BY THE VENDOR

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

Print name of person signing **Kultar Singh Saini and Gurjeet Kaur Saini**

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney").....

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

**PARTICULARS OF SALE****VENDOR'S ESTATE AGENT****Harcourts & Rata & Co**

1/337 Settlement Road, Thomastown VIC 3074

Tel: 94657766

Fax:

Ref: Mario Tucci

Email: sold@rataandco.com.au

**VENDOR****Kultar Singh Saini and Gurjeet Kaur Saini**

of:

**VENDOR'S CONVEYANCER  
OR LEGAL PRACTITIONER****INSTANT CONVEYANCING SERVICES**

of PO Box 1353, Lalor VIC 3075

Tel: (03) 9939 6824

Fax: (03) 9478 7868

Ref:

Email: arun@instantconveyancing.com.au

**PURCHASER**

of:

**PURCHASER'S CONVEYANCER  
OR LEGAL PRACTITIONER**

of:

Tel:

Fax:

Ref:

Email:

**PROPERTY ADDRESS**

The address of the property is

14 Serenity Place, Diamond Creek VIC 3089

**LAND** (General Conditions 3)

The land is –

Described in the table below -

Certificate of Title reference	being lot	on plan
Volume 11991 Folio 097	47	PS 728970F
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 folio or land description references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

**GOODS SOLD WITH THE LAND**

Vacant Land

(General Condition 2.2(f))

(List or attach a Schedule)

**PAYMENT**

(General Condition 10)

Price	\$	
Deposit	\$	By (of which \$..... has been paid)
Balance	\$	payable at settlement
	<hr/> <hr/>	

**GST** (General Condition 13)

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

If this is a sale of a 'farming business' or 'going concern' then add the words '**farming business**' or '**going concern**' in this box:

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

**SETTLEMENT**

(General Condition 10)

is due on ...../...../20.....

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; or

14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision

**LEASE**

(General Condition 1.1)

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

**TERMS CONTRACT**

(General Condition 23)

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:

**LOAN**

(General Condition 14)

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

Lender:

Loan amount: \$

Approval date:

**SPECIAL CONDITIONS**

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

**CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS****TITLE****1. Encumbrances**

- 1.1. 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 in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2. The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3. In this General Condition "Section 32 Statement" means a 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.

**2. Vendor warranties**

- 2.1. The warranties in general conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries.
- 2.2. The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.3. The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order 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.
- 2.4. The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in 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.
- 2.5. If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
  - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.6. Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

**3. Identity of the land**

- 3.1. 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.
- 3.2. 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.

#### 4. Services

- 4.1 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.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

#### 5. 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.

#### 6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgment Network Operator

#### 7. Duties Online Settlement Statement

The vendor will initiate the preparation of a Duties Online Settlement Statement (DOLSS) as soon as practicable after the Contract Date and will provide the purchaser with online access to that document at least 10 days before settlement. The purchaser will sign the DOLSS no later than 7 days prior to settlement.

#### 8. Release of Security Interest

- 8.1 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.
- 8.2 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 8.4, 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.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
- (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
  - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 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.
- 8.5 Subject to general condition 8.6, 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.
- 8.6 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 8.5 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.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(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.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(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.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 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 8.11.
- 8.13 If settlement is delayed under general condition 8.12 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.
- 8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 8.14 applies despite general condition 8.1.
- 8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise.

## 9. 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.

## 10. Settlement

- 10.1 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.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

## 11. Payment

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

conveyancer.

11.4 At settlement, payments may be made or tendered:

- (a) up to \$1,000 in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronically transferring the payment in the form of cleared funds.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment; and
  - (e) any financial fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

## 12. Stakeholding

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either—
  - (i) there are no debts secured against the property; or
  - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of S27 of the **Sale of Land Act 1962 ("the Act")** have been satisfied.

12.2 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.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

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

## 13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'.

However, the purchaser must pay to the vendor any GST payable by the vendor:

- (a) 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
- (b) if 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 does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 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.

13.5 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.
- 13.6 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.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 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.

#### 14. Loan

- 14.1 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.
- 14.2 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 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.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

#### 15. Adjustments

- 15.1 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.
- 15.2 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.

#### TRANSACTIONAL

##### 16. Time

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

##### 17. Service

- 17.1 Any document sent by –
  - (a) express post is taken to have been served on the next business day after posting, unless proven otherwise;
  - (b) registered post is taken to have been served on the fourth business day after posting, unless proven otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proven 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*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
  - (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner.
  - (d) by email
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

### **18. Nominee**

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

### **19. 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.

### **20. 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.

### **21. Notices**

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 that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

### **22. 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.

### **23. Terms contract**

23.1 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.

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

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

### **24. Loss or damage before settlement**

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 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.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 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 24.2 at

settlement.

- 24.5 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.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## 25. 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

### 26. 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 on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

### 27. Default notice

- 27.1 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.
- 27.2 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.

### 28. Default not remedied

- 28.1 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.
- 28.2 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.
- 28.3 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.
- 28.4 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.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

# SPECIAL CONDITIONS

## 1. Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 1 applies, if the box is marked  EC".

1.1 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.

1.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

1.3 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.

1.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonable practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

1.5 The vendor must nominate a time of the day for locking of the workspace at least two (2) days before the due date for settlement.

1.6 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.

1.7 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 1.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

1.9 The purchaser must before settlement:

- (a). ensure the workspace is properly prepared in readiness for settlement and provide notice to the vendor's conveyancer a minimum of two (2) clear business days notice of doing so,
- (b). ensure the workspace is properly completed including all documents required to effect settlement at least forty eight (48) hours prior to date of settlement;
- (c). ensure to provide reasonable and sufficient information and communication to the vendors conveyancer of any expected delay with the scheduled settlement taking place;
- (d). be informed by the vendors conveyancer within seven (7) days prior to the scheduled settlement of the vendor's foreseeable losses anticipated to be incurred as a direct result of the purchasers breach of special conditions 1.9 (a) – (c) and acknowledges the vendor's right to claim such losses and costs as mentioned in Special Condition 14.
- (e). acknowledge that should the purchaser breach special conditions 1.9(a)-(c) they will be liable to compensate the vendors the foreseeable losses claimed as a result of settlement being postponed, cancelled and or delayed.

1.10 The purchaser must, at least seven (7) days before the due date for settlement, provide the original of any document required to be prepared by the purchaser in accordance with General Condition 6.

## 2. Compliance with Sale of Land Act

The Purchaser hereby acknowledges that prior to signing this Contract and prior to signing any other documents relating to the sale hereby effected the Purchaser received a Statement in writing signed by the Vendor pursuant to

Section 32 of the Sale of Land Act 1962 (as amended) in the form included in this Contract of Sale.

### **3. Jointly and Severally**

- (a). If the Purchaser consists of more than one person each of them are jointly and severally bound by this Contract of Sale.
- (b). Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa.

### **4. Whole Agreement**

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

### **5. Acceptance of Title**

General Condition 12.4 is added:

12.4 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.

### **6. Adjustments**

General Condition 15 is amended by the inclusion of the following clauses;

15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under General Condition 15, if requested by the Vendors conveyancer.

### **7. Notices**

General Condition 21 is replaced with the following:

#### **21.NOTICES**

21.2 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.

21.2 The Purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

21.3 The Purchaser may enter the property to comply with that responsibility where action is required before settlement.

### **8. Transfer of Land and Duties On Line**

The Purchasers representative will ensure the Transfer of Land and Duties On Line are prepared promptly allowing execution by the Vendor(s) at least seven days prior to scheduled settlement. Should the Purchaser fail to do so, the Vendor(s) give notice any delay in settlement will not render the Vendor(s) in default and Purchaser will be in default of the Special Conditions 8 and 1.10 and General Condition 6.

### **9. Identity of Land**

(a). The Purchaser shall not make any requisitions or claim any compensation for any alleged mis-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 bear all or any part of the cost of doing so provided that nothing herein shall release the vendor from the Vendor's obligation or affect the right of the purchaser pursuant to Section 9AC of the Sale of Land Act 1962 (as amended).

(b). General Condition 3 of Form 2 shall not apply to this Contract of Sale.

### **10. Condition of Property and Chattels**

(a). The Purchaser acknowledges that the Purchaser has inspected the Property and Chattels.

(b). The Purchaser signs this Contract accepting delivery of the Property and Chattels in their present condition and state of repair and with any defects existing at the date hereof.

(c). The Purchaser agrees that the Vendor is under no liability or obligation to carry out renovations, alterations or improvements at the Property after the date of sale.

(d). The Purchaser agrees that the Vendor is under no obligation to enhance the property by adding anything so as to benefit the Purchaser and/or the value of the property.

(e). General Conditions 24.4, 24.5 and 24.6 shall not apply.

### **11. Representation and Warranty**

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

## **12. Planning**

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

## **13. Default Interest**

- (a). Should the Purchaser default in payment of any money due under this Contract, then interest will be charged at an additional four per cent higher than the rate specified in General Condition 26 and paid on demand by the Purchaser to the Vendor upon the money overdue.
- (b). The interest specified in Special Condition 13(a) shall be computed from the due date herein provided for the payment of the said money until such money is paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing whether under General Condition 26 or otherwise.
- (c). The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise.
- (d). The provisions of General Condition 26 shall not apply to this Contract of Sale.

## **14. Cancellation and Re-Scheduling of Settlement**

- (a). The Purchaser, if at fault, will be liable for payment of the Vendors costs associated with cancellation and or re-scheduling of settlement and associated costs of simultaneous settlement which will be known and disclosed within the PEXA workspace, if applicable and deemed as foreseeable losses;
- (b). The Purchaser will be liable for administrative fees being \$300 plus GST per cancellation and or re-scheduling as required and requested of the Vendor's representative to amend, change and alter settlement date and or time.
- (c). The Purchaser acknowledges that should a paper settlement after being arranged be cancelled and/or rescheduled be liable for a settlement re-attendance and re-scheduling fee.

## **15. Settlement Cheques**

The Vendors conveyancer will provide cheque direction as to cheque(s), if any, required for settlement and the Purchaser will not query, question or dispute the number of cheques required to facilitate settlement and the provisions of General Condition 11.6 shall not apply to this Contract of Sale.

## **16. Nomination**

The Named Purchaser may, at least 14 days prior to the settlement date, nominate an additional or substitute Purchaser, however, the Named Purchaser remains personally liable for the due performance of all the purchaser's obligations under this Contract of Sale. The named Purchaser and Nominated Purchaser will be required to produce a Nomination Form duly executed by the parties. Any substitute or additional nominees may incur a fee of \$250 plus GST payable by the purchaser.

## **17. Director's Guarantee and Warranty**

In the event that the Purchaser is a corporate entity then the person signing on behalf of the Corporate Purchaser shall execute the Contract under the Seal of the Company and shall warrant that same is done lawfully in accordance with the Articles of Association of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

## **18. Foreign Acquisition**

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

## **19. Auction**

- (a). When the property is offered for sale by public auction the sale is subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

## **20. Foreign Resident Capital Gains Withholding;**

20.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise;

20.2 Every vendor under this Contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commission 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.

20.3 This special condition only applies if the purchaser is required to pay the Commission 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 \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the Taxation Administration Act (Cth).

20.4 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.

20.5 The purchaser must:

- (a) Engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement including the performance of the purchaser's obligation in the special condition; and
- (b) Ensure that the representative does so.

20.6 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 monies 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.

20.7 The representative is taken to have complied with the obligations in special condition 18.6 if;

- (a) The settlement is conducted through the electronic conveyancing system operated by PEXA 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;

20.8 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 date of settlement.

20.9 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 of 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.

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

## **21. GST Withholding Payments and Notifications**

21.1 In this Special Condition 21.1 terms have the following meanings;

- (a) Commencement Date means 1 July 2018
- (b) Commissioner has the meaning given to that term in the TA Act;
- (c) GST Withholding Amount means the amount, specified in the Vendor Notice, that the Purchaser is required to pay (if any) to the Commissioner under section 14-250 of Schedule 1 of the TA Act;
- (d) Operative Date means 1 July 2020.
- (e) Purchasers Notice means a notice that the Purchaser is required to give under section 16-150(2) of Schedule 1 of the TA Act;
- (f) TA Act means the Taxation Administration Act 1953 (Cth); and
- (g) Vendor Notice means a notice that the vendor is required to give under section 14-255(1) of Schedule 1 of the TA Act.

21.2 If the Day of Sale is before the Commencement Date and Settlement takes place before the Operative Date, the parties agree that the Vendor is not required to provide a Vendor Notice and the Purchaser is not required to provide a Purchaser Notice.

21.3 Subject to Special condition 21.2 the Vendor must serve a Vendor Notice, in accordance with the requirements of section 14-255 of Schedule 1 of the TA Act, to the Purchaser no later than five (5) business days before Settlement Date.

21.4 Subject to Special Condition 21.2 the Purchaser must lodge a Purchaser Notice with the Commission, in accordance with the requirements of section 16-150(2) of Schedule 1 of the TA Act, and provide the Vendor a copy of the Purchaser Notice as lodged at least two (2) business days before the Settlement Date. The Vendor is not required to effect settlement until the Purchaser has provided the Vendor with a copy of the Purchaser Notice if the Purchaser fails to give a copy of the Purchasers Notice in accordance with this special condition. The Purchaser will be deemed to default in payment of the balance from the date settlement is due under this Contract to the date settlement takes place if, pursuant to this special condition 21.4 the Vendor effects settlement after the date settlement is due under the Contract.

21.5 This special condition will not merge on settlement.

## **22 Release of Security General Condition 8**

Notwithstanding General Condition 8.2 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.

## **23 Finance Clause**

**23.1** If purchaser requests extension of finance clause, they must provide evidence that the loan application has been lodged.

**23.2** if the contract is being ended due to purchaser's finance not been approved by the due date, the purchaser must provide a letter from the bank confirming the decline of finance no later than the due date in accordance with the Contract of Sale. A decline letter from a broker will not be accepted.

**GUARANTEE and INDEMNITY**

I/We, ..... of .....

and..... of .....

being the **Sole Director / Directors** of ..... of ..... (called the "Guarantors")

IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by: -

- (k) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (l) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (m) by time given to the Purchaser for any such payment performance or observance;
- (n) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (o) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this ..... day of ..... 2026

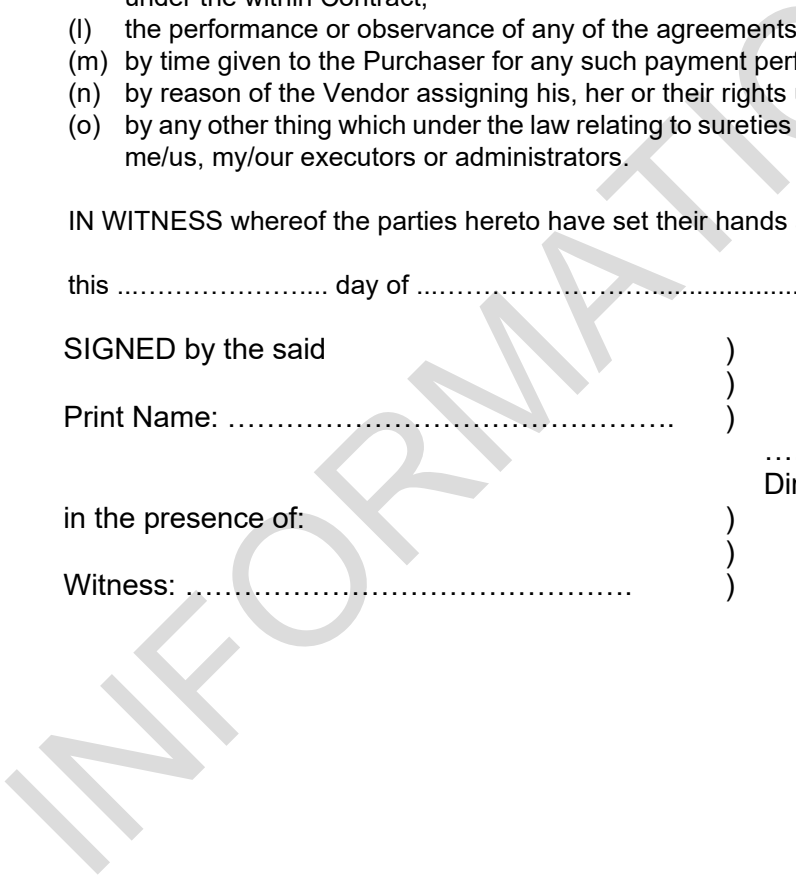
SIGNED by the said )

Print Name: ..... )

.....  
Director (Sign)

in the presence of: )

Witness: ..... )



**Sale of Land Regulations 2005**

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

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
  2. The auctioneer may refuse any bid.
  3. The auctioneer may determine the amount by which the bidding is to be advanced.
  4. The auctioneer may withdraw the property from sale at any time.
  5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
  6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
  7. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.
- 

INFORMATION ONLY

## Schedule 5

### Regulation 6

#### Information concerning the conduct of public auctions of land

##### Meaning of Vendor

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

##### Bidding by Co-owners

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

##### Vendor bids

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

The auctioneer can only make a vendor bid if—

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

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

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

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

##### Copies of the rules

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

##### Questions

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

##### Forbidden activities at auctions

The law forbids—

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

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

**Who made the bid?**

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

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

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

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

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

**What law applies**

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the **Sale of Land Act 1962** or the Sale of Land Regulations 2005. Copies of those laws can be found at the following web site: [www.dms.dpc.vic.gov.au](http://www.dms.dpc.vic.gov.au) under the title "LawToday".

INFORMATION ONLY

# Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.  
The vendor may sign by electronic signature.

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

<b>Land</b>	14 SERENITY PLACE, DIAMOND CREEK VIC 3089	
Vendor's name	Kultar Singh Saini	Date / /
Vendor's signature	_____	
Vendor's name	Gurjeet Kaur Saini	Date / /
Vendor's signature	_____	
Purchaser's name		Date / /
Purchaser's signature	_____	
Purchaser's name		Date / /
Purchaser's signature	_____	

# 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: \$6,000.00

## 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

\$0.00	To	
--------	----	--

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

## 1.3 Terms Contract

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

Not Applicable

## 1.4 Sale Subject to Mortgage

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

Not Applicable

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

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

# 2. INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable

## 2.2 Owner Builder

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

Not Applicable

# 3. LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

unregistered):

Is in the attached copies of title document/s

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

Not Applicable

### 3.2 Road Access

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

### 3.3 Designated Bushfire Prone Area

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

### 3.4 Planning Scheme

Attached is a certificate with the required specified information.

## 4. NOTICES

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

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

Not Applicable

### 4.2 Agricultural Chemicals

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

NIL

### 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:

NIL

## 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")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

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

## 9. TITLE

Attached are copies of the following documents:

### 9.1 (a) Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable

### 10.2 Staged Subdivision

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

### 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

## 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)*

---

INFORMATION ONLY

# Due diligence checklist

## What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

(04/10/2016)

## **Land boundaries**

### **Do you know the exact boundary of the property?**

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

## **Planning controls**

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

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

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

### **Are there any proposed or granted planning permits?**

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### **Do you know your rights when buying a property?**

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

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

Page 1 of 1

VOLUME 11991 FOLIO 097

Security no : 124133964083U  
Produced 21/04/2026 01:51 PM

**LAND DESCRIPTION**

Lot 47 on Plan of Subdivision 728970F.  
PARENT TITLES :  
Volume 08680 Folio 626      Volume 11196 Folio 274  
Created by instrument PS728970F 14/06/2018

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
GURJEET KAUR SAINI  
KULTAR SINGH SAINI both of 130 DALTON ROAD THOMASTOWN VIC 3074  
AW636229G 15/03/2023

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AY931918T 05/03/2025  
NATIONAL AUSTRALIA BANK LTD

COVENANT D104649 14/06/1968

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  
AN702745Y 31/03/2017

**DIAGRAM LOCATION**

SEE PS728970F 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: 14 SERENITY PLACE DIAMOND CREEK VIC 3089

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD  
Effective from 05/03/2025

DOCUMENT END

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Document Identification	<b>PS728970F</b>
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<b>PLAN OF SUBDIVISION</b>	<b>EDITION 2</b>	<b>PS 728970F</b>
----------------------------	------------------	-------------------

<p style="text-align: center;"><b>LOCATION OF LAND</b></p> <p><b>Parish :</b> NILLUMBIK  <b>Township :</b> -  <b>Section :</b> -  <b>Crown Allotment :</b> 6(PART) &amp; 7(PART)  <b>Crown Portion :</b> -</p> <p><b>Title Reference :</b> VOL.8680 FOL.626 VOL.11196 FOL.274</p> <p><b>Last Plan Reference :</b> LP77365, LOTS 5 &amp; 6</p> <p><b>Postal Address :</b> 60 - 122 COLLARD DRIVE (at time of subdivision) DIAMOND CREEK VIC 3089</p> <p><b>MGA Co-ordinates</b> E 338 500 ZONE : 55 (of approx. centre of land in plan) N 5 829 930</p>	<p><b>COUNCIL NAME:</b> SHIRE OF NILLUMBIK</p> <p>Council Reference Number: 30/2016/Cert                  Planning Permit Reference: 451/2014/14P                  SPEAR Reference Number: S088975V</p>
--	---

VESTING OF ROADS AND/OR RESERVES		NOTATIONS
IDENTIFIER	COUNCIL/BODY/PERSON	
R-1, R-2 ROAD	SHIRE OF NILLUMBIK	

**NOTATIONS**

**DEPTH LIMITATION:** Does not apply.

**Survey :** THIS PLAN IS BASED ON SURVEY.  
**Staging :** THIS IS A STAGED SUBDIVISION  
 PLANNING PERMIT No. 451/2014/14P

To be completed where applicable:  
 THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s)  
 IN PROCLAIMED SURVEY AREA No.

**EASEMENT INFORMATION**

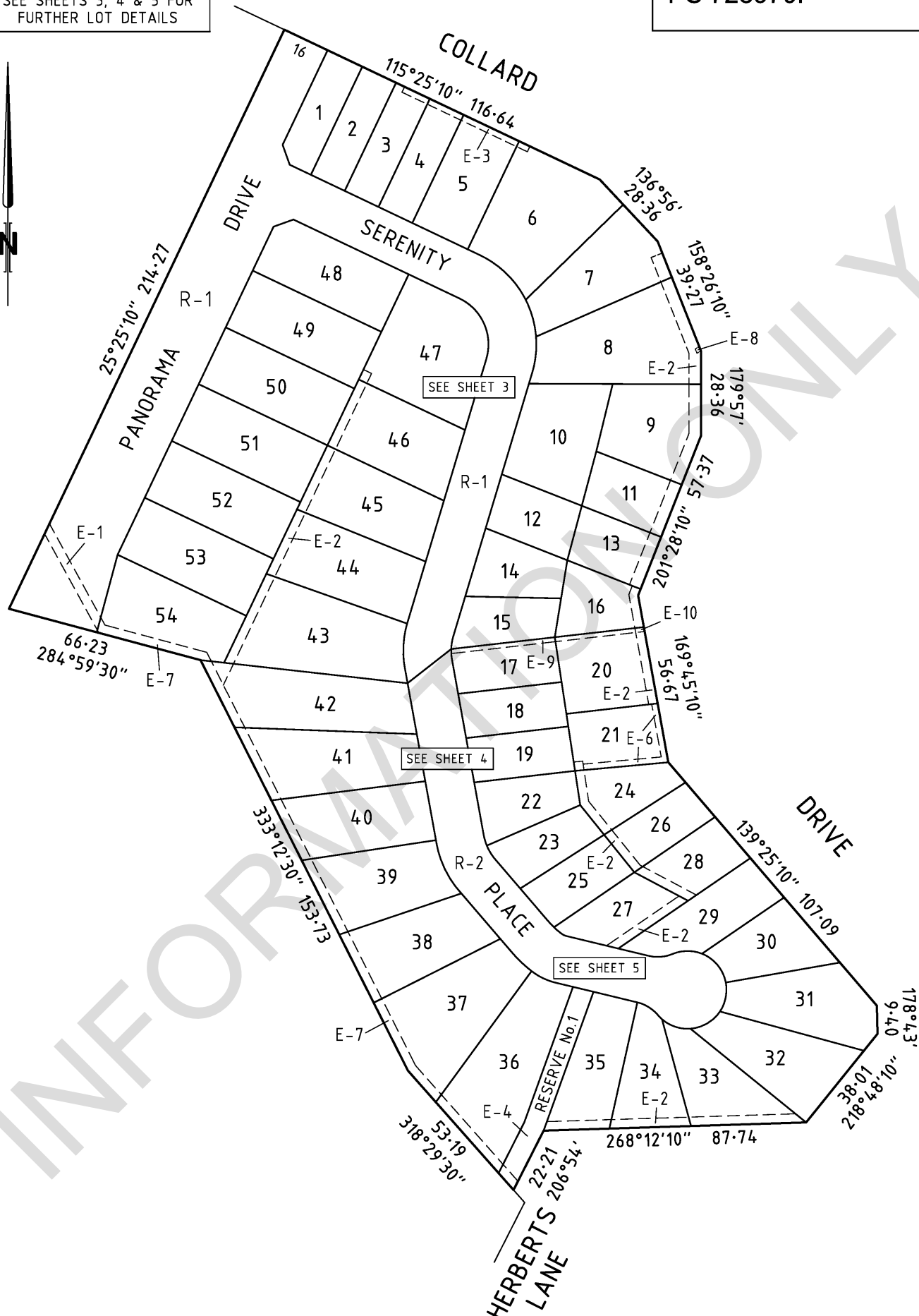
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENT REFERENCE	PURPOSE	WIDTH (Metres)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1,E-7	DRAINAGE	3.05	LP77365	LOTS ON LP77365
E-8	WATER SUPPLY	1.52	LP77365	LOTS ON LP77365
E-1,E-2,E-3 E-7,E-8,E-10	DRAINAGE	SEE DIAG.	THIS PLAN	SHIRE OF NILLUMBIK
E-2,E-4,E-6, E-7,E-8,E-10	SEWERAGE	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER LTD
E-9, E-10	ELECTRICITY SUPPLY: (UNDERGROUND CABLES)	1.50	THIS PLAN	AUSNET ELECTRICITY SERVICES PTY LTD

 Level 19/8 Exhibition Street, Melbourne Victoria 3000 Telephone 03 8102 8888 www.charterkc.com.au	SURVEYOR'S REF: 10113798 19/05/17	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 5
	Digitally signed by: Nicholas John Moore (Charter Keck Cramer), Surveyor's Plan Version (12), 26/05/2017, SPEAR Ref: S088975V		THIS IS A LAND USE VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN

PS 728970F

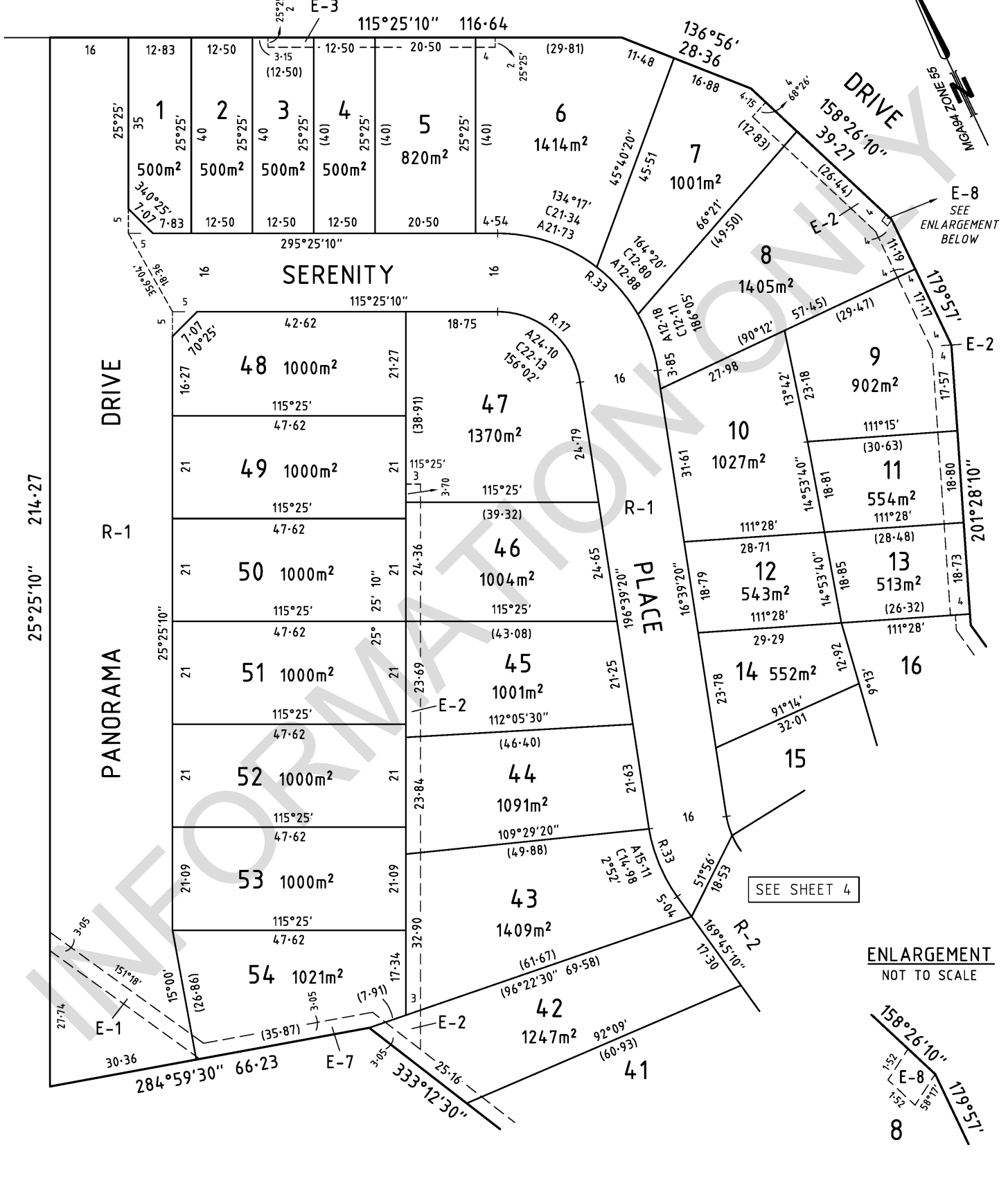
SEE SHEETS 3, 4 & 5 FOR FURTHER LOT DETAILS



SURVEYOR'S REF: 10113798	SCALE 1:1250	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 2
<b>CHARTER.</b> KECK CRAMER Level 19/8 Exhibition Street, Melbourne Victoria 3000 Telephone 03 8102 8888 www.charterkc.com.au		NICHOLAS J. MOORE LS VERSION 1		

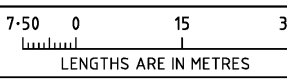
PS 728970F

COLLARD

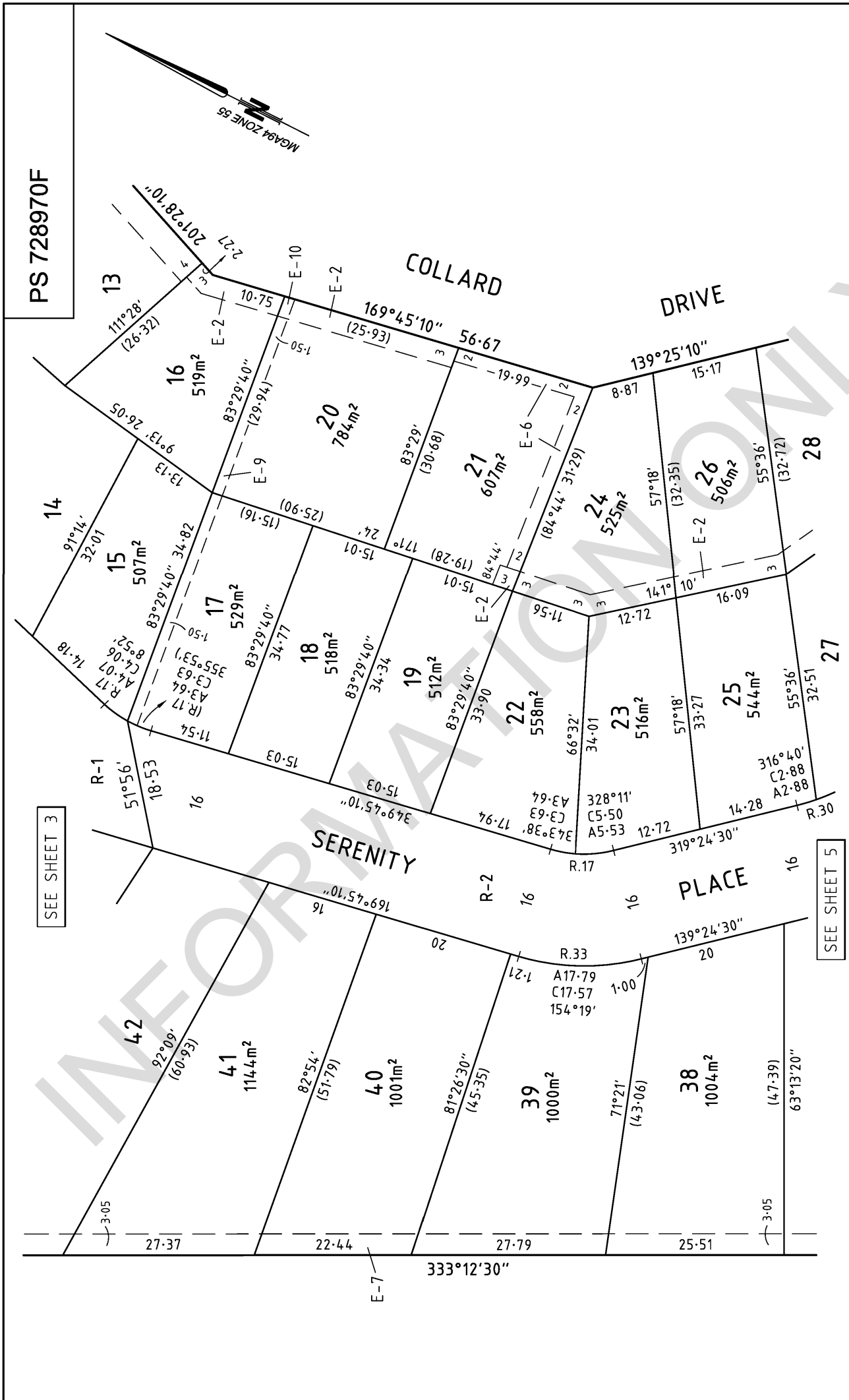


SEE SHEET 4

ENLARGEMENT  
NOT TO SCALE

SURVEYOR'S REF: 10113798	SCALE 1:750  LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 3
<b>CHARTER.</b> KECK CRAMER Level 19/8 Exhibition Street, Melbourne Victoria 3000 Telephone 03 8102 8888 www.charterkc.com.au		NICHOLAS J. MOORE LS VERSION 12	

PS 728970F



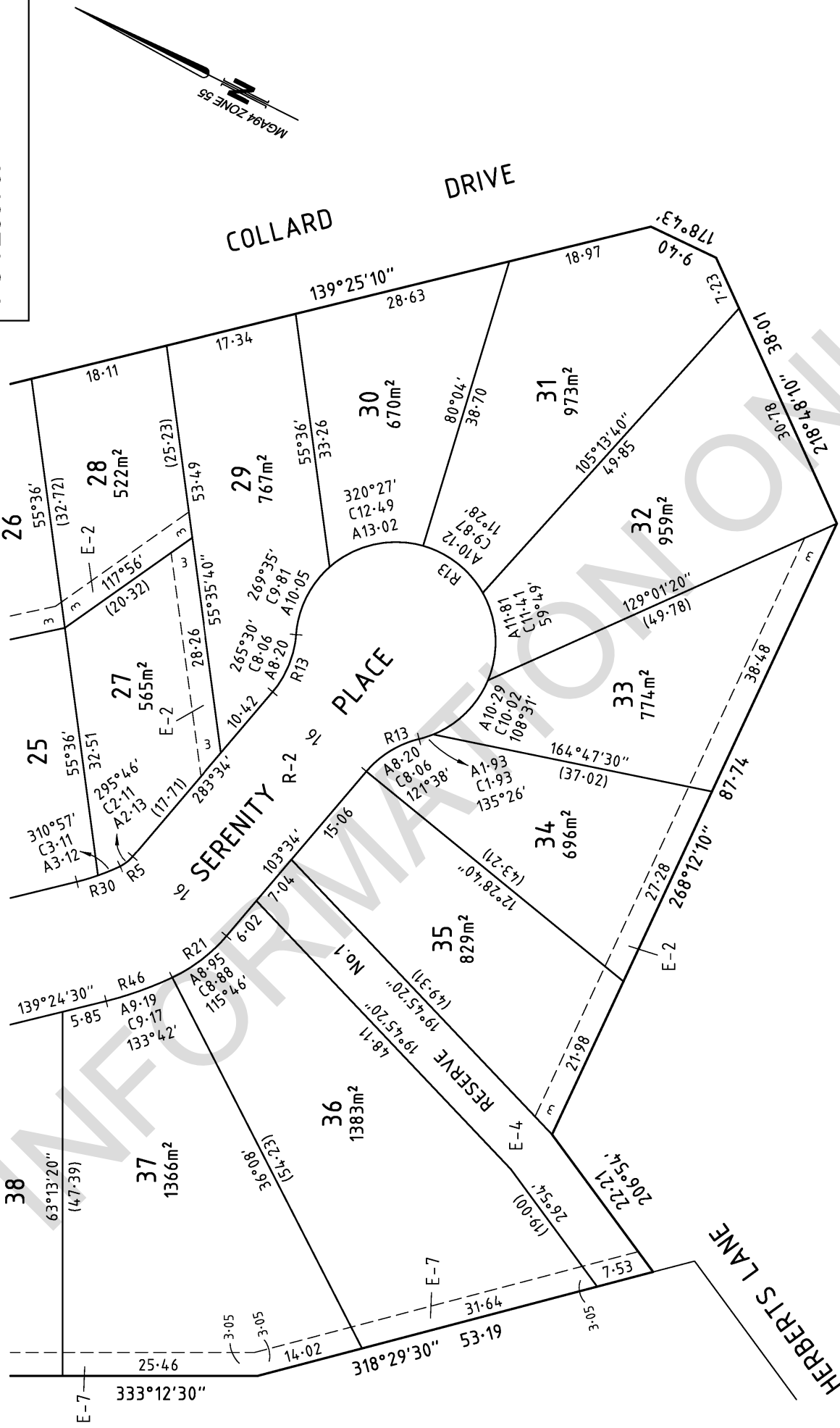
SEE SHEET 3

SEE SHEET 5

SURVEYORS REF: 10113798	<p>SCALE 1:500 LENGTHS ARE IN METRES</p>		ORIGINAL SHEET SIZE: A3	SHEET 4
	<p>NICHOLAS J. MOORE LS VERSION 1</p>			
<p><b>CHARTER.</b> KECK CRAMER</p> <p>Level 19/8 Exhibition Street, Melbourne Victoria 3000 Telephone 03 8102 8888 www.charterkc.com.au</p>				

PS 728970F

SEE SHEET 4



SURVEYORS REF: 10113798

**CHARTER.**  
KECK CRAMER

Level 19/8 Exhibition Street, Melbourne Victoria 3000  
Telephone 03 8102 8888 www.charterkc.com.au

SCALE  
1:500



NICHOLAS J. MOORE LS  
VERSION 1

ORIGINAL SHEET SIZE: A3

SHEET 5



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\$ 10

10-52 908813 JUN14-68

#78-75

AKEHURST, FRIEND & HAACK

VICTORIA

TRANSFER OF LAND

DONNYBROOK QUARRIES PROPRIETARY LIMITED of 360 Collins Street Melbourne being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder IN CONSIDERATION of the sum of SIX THOUSAND ~~FIVE HUNDRED~~ <sup>TWO HUNDRED AND FIFTY</sup> DOLLARS paid DOTH HEREBY TRANSFER to HUGH JAMES FULTON LANNING of Collard Drive Diamond Creek Farmer all its estate and interest in ALL THAT piece of land being Lot 5 on Plan of Subdivision No. 77365 Parish of Nillumbik and being the whole of the land more particularly described in Certificate of Title Volume 8680 Folio 626 AND I the said Hugh James Fulton Lanning for myself my respective heirs executors administrators and transferees the registered proprietor or proprietors for the time being of the land hereby transferred and of each and every part thereof DO HEREBY and as separate covenants COVENANT with the said Donnybrook Quarries Proprietary Limited and other the registered proprietor or proprietors for the time being of lots 3, 4, 6 to 15 (both inclusive) on the said Plan of Subdivision No. 77365 and each and every part thereof that I will not use or permit or suffer the land hereby transferred or any part thereof to be used for the purpose of breeding producing or maintaining any pig or pigs either for private or commercial purposes AND IT IS HEREBY AGREED that the benefit of the foregoing covenant shall be attached to and run at law and in equity with the said Lots 3, 4 and 6 to 15 (both inclusive) on the said Plan of Subdivision and that the burden thereof shall be annexed to and run at law and in equity with the said Lot hereby transferred and that the same shall be noted and appear on every future Certificate of Title for the said Lot 5 and every part thereof as an encumbrance affecting the same.

DATED the 9<sup>th</sup> day of April One thousand nine hundred and sixty eight.

VICTORIA STAMP DUTY

JUN-13-68 648091 34905

LEI01S\*\*\*\*78-75

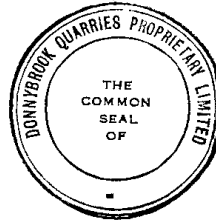


DD104649-1-1

21/6/68

21/1/68

THE COMMON SEAL of DONNYBROOK )  
 )  
QUARRIES PROPRIETARY LIMITED )  
 was hereto affixed in accordance )  
 with its Articles of Association )  
 in the presence of :



[Signature] Director

[Signature] Secretary

SIGNED in Victoria by the said )  
 )  
HUGH JAMES FULTON LANNING in )  
 the presence of )

[Signature]

[Signature]

ENCUMBRANCES REFERRED TO:

The Encumbrances (if any) affecting the said land or any part thereof.

INFORMATION ONLY

INFORMATION ONLY



DD104649-2-7

DATED

1968.

DONNYBROOK QUARRIES  
PTY. LTD.

to

MR. H. J. F. LANNING.

TRANSFER OF LAND

A memorandum of the within instrument  
has been entered in the Register Book.



AKEHURST, FRIEND & HACK,  
Solicitors,  
389 Flinders Lane,  
MELBOURNE, 3000.  
622166.

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

Section 181 Planning and Environment Act 1987

**AN702745Y**

31/03/2017 \$92.70 173



## Form 21

Lodged by:

Name: MADDOCKS  
 Phone: 03 9258 3555  
 Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008  
 Ref: KAL:LGC:6998434  
 Customer Code: 1167E

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

Land: Volume 8680 Folio 626 and Volume 11196 Folio 274

Responsible Authority: Nillumbik Shire Council of Civic Drive, Greensborough, Victoria

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

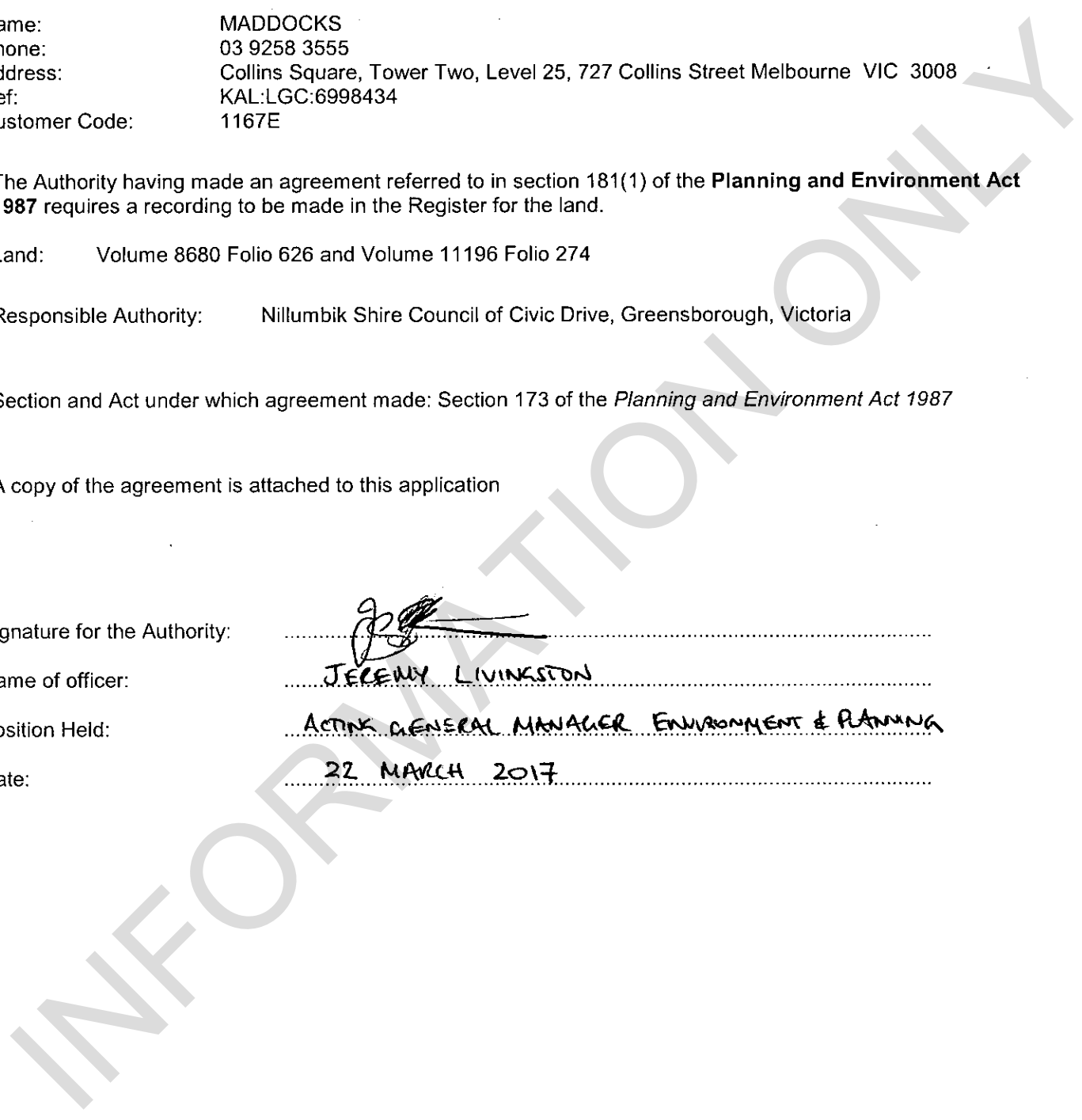
A copy of the agreement is attached to this application

Signature for the Authority: 

Name of officer: JEREMY LIVINGSTON

Position Held: ACTING GENERAL MANAGER ENVIRONMENT & PLANNING

Date: 22 MARCH 2017



THIS AGREEMENT is made the 22<sup>nd</sup> day of March 2017

**PARTIES**

- 1. **NILLUMBIK SHIRE COUNCIL**  
of Civic Drive, Greensborough Victoria 3088 ("Council")
- 2. **DIAMOND VALLEY VIEWS PTY LTD ACN 610 893 680**  
as trustee of the Diamond Valley Unit Trust  
of 91 Lygon Sreet, Brunswick East Victoria 3057 ("Owner")

**RECITALS**

- A. The Owner is the registered proprietor of the Subject Land.
- B. Council is the Responsible Authority for the administration and enforcement of the Scheme pursuant to the Act.
- C. The Council has granted the Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 8 of the Permit.

**THE PARTIES AGREE**

**1. DEFINITIONS**

**Definitions**

In this Agreement unless expressed or implied to the contrary:

**"Act"** means the *Planning and Environment Act 1987*;

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

**"Building Exclusion Zone"** means any area delineated and identified on the Endorsed Plans as a building exclusion zone or the like;

**"Council"** means the Nillumbik Shire Council as the Responsible Authority for the Scheme and any subsequent person or body which is the Responsible Authority for the Scheme;

**"Current Address"** means:

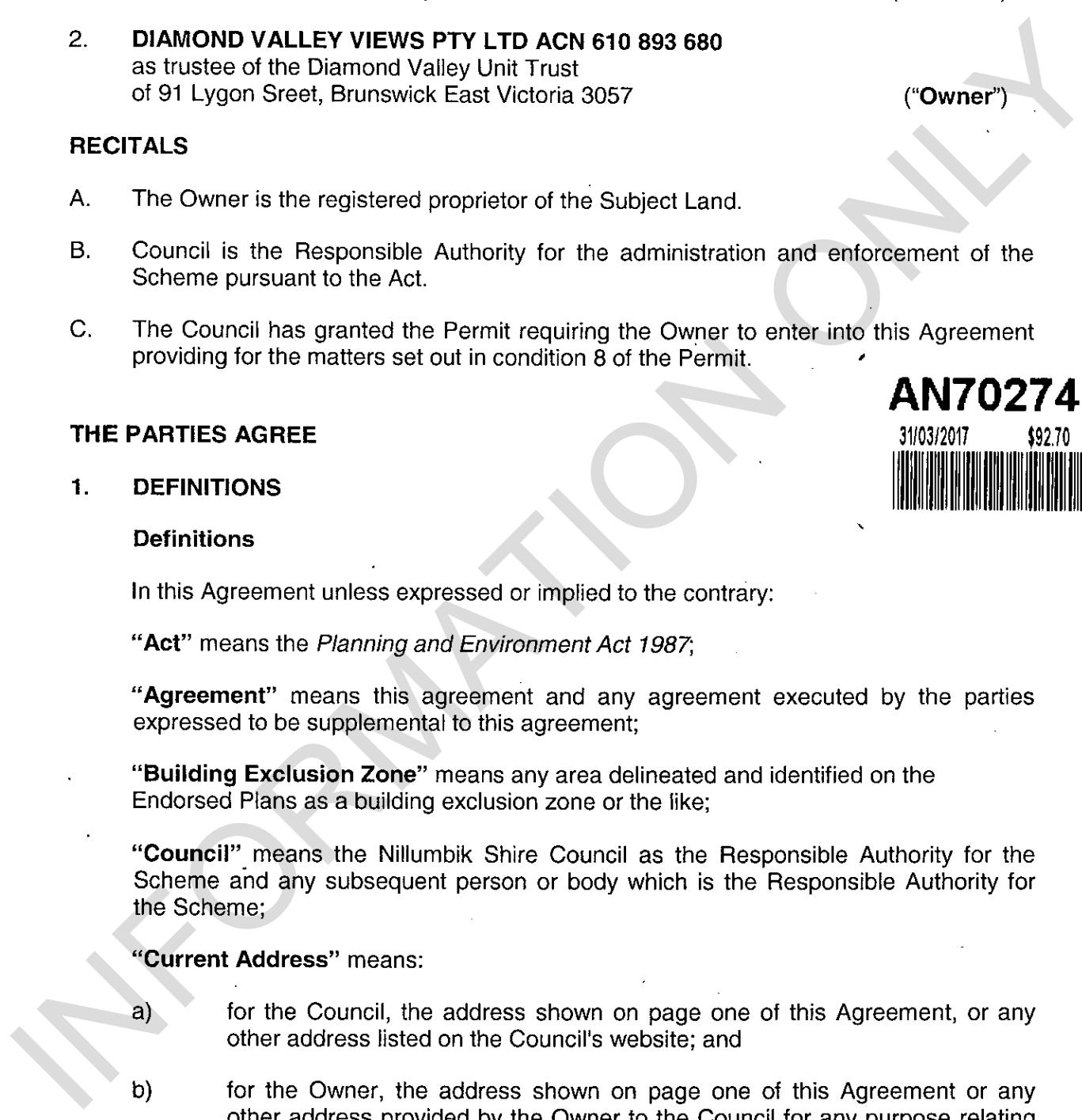
- a) for the Council, the address shown on page one of this Agreement, or any other address listed on the Council's website; and
- b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to the Council for any purpose relating to the Subject Land;

**"Current Email"** means:

- a) for the Council, [nillumbik@nillumbik.vic.gov.au](mailto:nillumbik@nillumbik.vic.gov.au), or any other email address listed on Council's website; and

**AN702745Y**

31/03/2017 \$92.70 173



- b) for the Owner, [jack@hiltcg.com.au](mailto:jack@hiltcg.com.au), or any other email address provided by the Owner to the Council for the express purpose of electronic communication regarding this Agreement;

**“Development Activities”** includes any of:

- a) driving, parking, servicing or refuelling of vehicles, including trailers;
- b) delivery, placement and storage of building and construction equipment and materials; and
- c) delivery and placement of temporary buildings, including portable toilets and site offices;
- d) delivery, placement and storage fuel, oil dumps or chemicals;
- e) open cut trenching or excavation works;
- f) temporary attachment of a device to a Tree to be Retained (including a service, wires, nails, screws or any other fixing device);

for the purpose of or associated with the development of the Subject Land;

**“Endorsed Plans”** means the plans endorsed with the stamp of Council from time to time as the plans which form part of the Permit;

**“Existing or Natural Ground Level”** means the levels shown on the Endorsed Plans;

**“Lot”** has the same meaning as in the Scheme;

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

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

**“Party”** or **“Parties”** means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land;

**“Permit”** means Planning Permit Number 451/2014/14P issued on 10 September 2015, and as amended from time to time, authorising a staged subdivision of the Subject Land and removal of native vegetation subject to conditions and in accordance with the Endorsed Plans;

**“Scheme”** means the Nillumbik Planning Scheme as amended from time to time;

**“Subject Land”** means the lands situated at 60-76 & 78-122 Collard Drive, Diamond Creek, Victoria being the land referred to in Certificates of Title Volume 8680 Folio 626 and Volume 11196 Folio 274 respectively, and any reference to the Subject Land in this Agreement includes any Lot created by the subdivision of the Subject Land or any part of it;

**“Tree to be Retained”** means a tree identified as a tree to be retained or protected on the Endorsed Plans;



“**Tree Protection Zone**” means any area delineated and identified on the Endorsed Plans as a tree protection zone or the like;

“**Tribunal**” means the Victorian Civil and Administrative Tribunal.

**AN702745Y**

31/03/2017 \$92.70 173



## 2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- a) the singular includes the plural and vice versa;
- b) a reference to a gender includes all genders;
- c) a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- d) any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- e) a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- f) a reference to an Act, regulation or the Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- g) the Recitals form part of this Agreement;
- h) the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- i) any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

## 3. PURPOSES OF AGREEMENT

The Parties acknowledge and agree that the purposes of this Agreement are to:

- a) Give effect to the Permit; and
- b) Achieve and advance the objectives of planning in Victoria and the objectives of the Scheme in respect of the Subject Land.

## 4. REASONS FOR THIS AGREEMENT

The Parties acknowledge and agree that the Council has entered into this Agreement for the following reasons:

- a) The Council would not have issued the Permit without the condition requiring this Agreement; and
- b) The Owner has elected to enter into this Agreement in order to take the benefit of the Permit.

## 5. AGREEMENT REQUIRED

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

## 6. OWNER'S OBLIGATIONS

The Owner agrees with the Council that:-

**AN702745Y**

31/03/2017 \$92.70 173



### 6.1. NO FURTHER SUBDIVISION

Notwithstanding anything in the Scheme, the Owner must not subdivide the Subject Land in a way that creates an additional Lot except in accordance with the Permit.

### 6.2. TREE PROTECTION

- a) The Owner must not erect or construct any building or construct or carry out any works or Development Activities within a Building Exclusion Zone or cause or permit the same unless with the prior written consent of the Council.
- b) The Owner must not remove, damage, destroy, fell, lopp, uproot, ringbark or otherwise damage a Tree to be Retained or cause or permit the same unless with the prior written consent of the Council.
- c) The Owner must not prune or cause or permit pruning of a Tree to be Retained except by a qualified arborist to *Australian Standard - Pruning of Amenity Trees AS 4373-1996*, and with any pruning of the root system of a Tree to be Retained to be by hand, all to the satisfaction of the Council.
- d) The Owner must ensure that:
  - a. all utility services are installed underground and wherever practicable sited outside of any Tree Protection Zone;
  - b. wherever it is not practicable to site underground services outside of a Tree Protection Zone, the utility services are installed by directional boring with the top of the bore to be a minimum depth of 600 mm below the existing or natural ground level, to the satisfaction of the Council and all bore pits are either located outside of the Tree Protection Zone or manually excavated without damage to tree roots;

All to the satisfaction of the Council

- e) Fencing on the Collard Road boundary of Lots 1 to 8 (inclusive) and 29 to 35 (inclusive) on the Subject Land must be of post and wire or post and rail construction only.
- f) The Owner must not build, construct or erect or cause or permit to be built, constructed or erected, any fencing on a Lot on the Subject Land that extends or is sited forward of a dwelling (towards a street frontage) on the same Lot.
- g) The Owner must not build, construct or erect or cause or permit to be built, constructed or erected, any front fencing on any Lot in the Subject Land.

- h) Before any Development Activities or buildings or works start, the Owner must install or erect Tree Protection Fencing around the perimeter of the Tree Protection Zone of each Tree to be Retained.
- i) All Tree Protection Fencing required to be installed or erected on any the Subject Land must:

**AN702745Y**

31/03/2017 \$92.70 173



- a. Be erected to form a visual and physical barrier to the Tree Protection Zone;
- b. Be at least 1.5 metres high;
- c. Be constructed of chain mesh or similar material with appropriate support posts;
- d. Be supported by a minimum of 1.5 metre high appropriate posts (for example of treated pine or similar material) spaced a minimum of 3 metres apart;
- e. Be topped with a line of high visibility plastic hazard tape for the entire perimeter of the Tree Protection Zone;
- f. Bear signs, visible from all sides of the Tree Protection Zone for the same tree clearly marked with the words 'Tree Protection Zone – No Entry'; and
- g. Remain in place;

Until the development of the Lot on which the Tree Protection Fencing is installed is complete, all to the satisfaction of the Council.

- j) The Owner must ensure all Tree Protection Zones are irrigated on a weekly basis during the summer months with 1 litre of clean water for every 1 cm of trunk girth measured at the soil / trunk interface.

### **6.3. NOTICE OF AGREEMENT**

The Owner covenants to bring this Agreement to the attention of all prospective purchasers, lessees, licensees, mortgagees, transferees and assigns of the Subject Land.

### **6.4. OWNER'S FURTHER ACTIONS**

The Owner:

- a) Covenants to do all necessary to give effect to this Agreement;
- b) Consents to Council promptly applying to the Registrar of Titles to record this Agreement on the certificates of title of the Subject land in accordance with s 181 of the Act; and
- c) Agrees to do all things necessary to enable Council to do so, including:
  - i. Sign any further agreement, acknowledgement or document; and
  - ii. Obtain all necessary consents to enable the recording to be made.

The Council shall promptly after the signing of this Agreement apply to the Registrar of Titles to record this Agreement on the certificates of title of the Subject land in accordance with s 181 of the Act, and shall do all things necessary to enable the recording to be made as soon as practicable.

#### **6.5. MORTGAGEE TO BE BOUND**

The Owner covenants to obtain the consent of any Mortgagee to the Owner entering into this Agreement and in the event the Mortgage becomes Mortgagee-in-possession, to be bound by the covenants and conditions of this Agreement.

#### **6.6. COUNCIL'S COSTS TO BE PAID**

The Owner covenants to pay all costs, including the Council's costs, associated with the preparation, review, execution, registration and, if later sought, cancellation of this Agreement.

#### **6.7. COUNCIL ACCESS**

The Owner covenants to allow the Council and its officers, employees, contractors or agents or any of them, to enter the Subject Land (at any reasonable time) to assess compliance with this Agreement.

### **7. EFFECT OF AGREEMENT**

#### **7.1 Agreement under Section 173 of the Act**

The Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement, this Agreement is made pursuant to Section 173 of the Act.

#### **7.2 Agreement runs with the Subject Land**

The benefit and burden of this Agreement will run with and be annexed to the Subject Land and bind the Owner, its successors in title, assignees and transferees and the registered proprietor for the time being of the Subject Land.

### **8. OWNER'S WARRANTIES**

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

### **9. SUCCESSORS IN TITLE**

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

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



**AN702745Y**

31/03/2017 \$92.70 173



**10. NOTICES**

Any notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served or given by:

- a) delivering it personally or sending it by priority pre-paid post to that Party at its Current Address; or
- b) sending it by email to that other Party at its Current Email;

and the notice of communication will be deemed to have been served or given:

- c) if delivered personally, on the date of delivery;
- d) if sent by priority pre-paid post, on the next business day after the notice was posted;
- e) if sent by email, on the date on which the sending Party's server records that the email has been despatched.

**11. NO WAIVER**

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

**12. SEVERABILITY**

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

**13. VARIATION**

The Parties agree that any condition in this Agreement can be varied with the prior consent of the Council.

**14. GOVERNING LAW**

This Agreement is governed by and will be construed in accordance with the laws from time to time in force in the State of Victoria.

**15. DISPUTES**

**15.1.** In the event of any dispute between the parties concerning the interpretation or implementation of this Agreement, such dispute shall be referred to the Tribunal for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the Tribunal pursuant to the act, such disputes shall be and is hereby referred for arbitration by an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee, for arbitration.

**15.2.** Where provision is made in this Agreement that any matter be done to the satisfaction of the Council or any of its officers and a dispute arises in relation to such provision, the dispute shall be referred to the Tribunal in accordance with the Act.

**15.3.** The parties shall be entitled to legal representation for the purposes of any arbitration or referred to in clauses 12.1 and 12.2 and, unless the Arbitrator, Chairman, nominee or the Tribunal shall otherwise direct, each party must bear its own costs.

**16. NO FETTERING OF RESPONSIBLE AUTHORITY'S POWERS**

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

**17. COMMENCEMENT OF AGREEMENT**

This Agreement commences from the date of this Agreement specified on page one or, if no date is specified on page one, the date Council executes this Agreement.

**AN702745Y**

31/03/2017 \$92.70 173



INFORMATION ONLY

**AN702745Y**

31/03/2017 \$92.70 173



**EXECUTED AS A DEED PURSUANT TO SECTION 174(1) OF THE ACT**

**SIGNED** for and on behalf of )  
**NILLUMBIK SHIRE COUNCIL** by )  
by )  
pursuant to Instrument of Delegation )  
dated )  
in the presence of: )

.....

*Chief Executive Officer*

.....  
Witness

**EXECUTED** by **DIAMOND VALLEY VIEWS** )  
**PTY LTD** ACN 610 893 680 in accordance )  
with section 127 of the *Corporations Act 2001* )

.....  
Sole Director & Secretary  
Mario De Sanctis  
8 Belmont Avenue, Deepdene Victoria 3103

INFORMATION ONLY

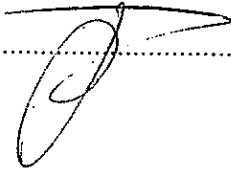
**AN702745Y**

31/03/2017 \$92.70 173



**Executed** by Jeremy Livingston, Manager →  
Planning and Health Services, on behalf of  
**Nillumbik Shire Council** pursuant to the power  
delegated to him by an Instrument of Delegation  
in the presence of: )  
)



.....  


Witness

INFORMATION ONLY

Created at 21 April 2026 02:01 PM

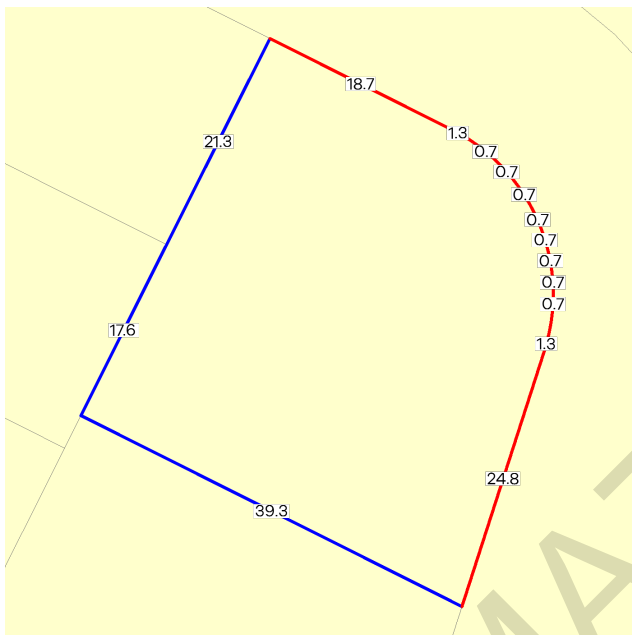
## PROPERTY DETAILS

Address: **14 SERENITY PLACE DIAMOND CREEK 3089**  
Lot and Plan Number: **Lot 47 PS728970**  
Standard Parcel Identifier (SPI): **47\PS728970**  
Local Government Area (Council): **NILLUMBIK**  
Council Property Number: **198461**  
Directory Reference: **Melway 12 D3**

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

## SITE DIMENSIONS

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



**Area:** 1370 sq. m

**Perimeter:** 146 m

For this property:

— Site boundaries

— Road frontages

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

26 overlapping dimension labels are not being displayed

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**  
Legislative Assembly: **ELTHAM**

## PLANNING INFORMATION

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

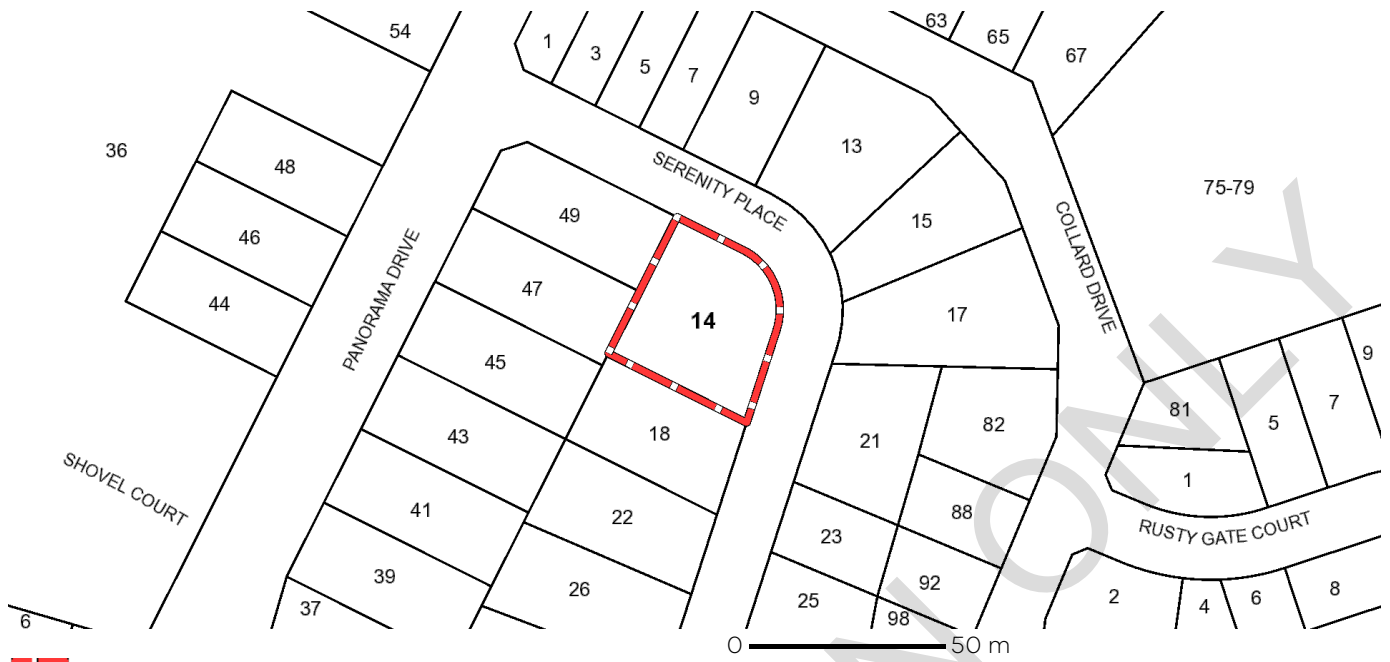
The Planning Property Report for this property can be found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

## Area Map



Selected Property

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 21 April 2026 02:01 PM

## PROPERTY DETAILS

Address: **14 SERENITY PLACE DIAMOND CREEK 3089**  
Lot and Plan Number: **Lot 47 PS728970**  
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Council Property Number: **198461**  
Planning Scheme: **Nillumbik**  
Directory Reference: **Melway 12 D3**

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

[Planning Scheme - Nillumbik](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **Yarra Valley Water**  
Melbourne Water: **Inside drainage boundary**  
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## STATE ELECTORATES

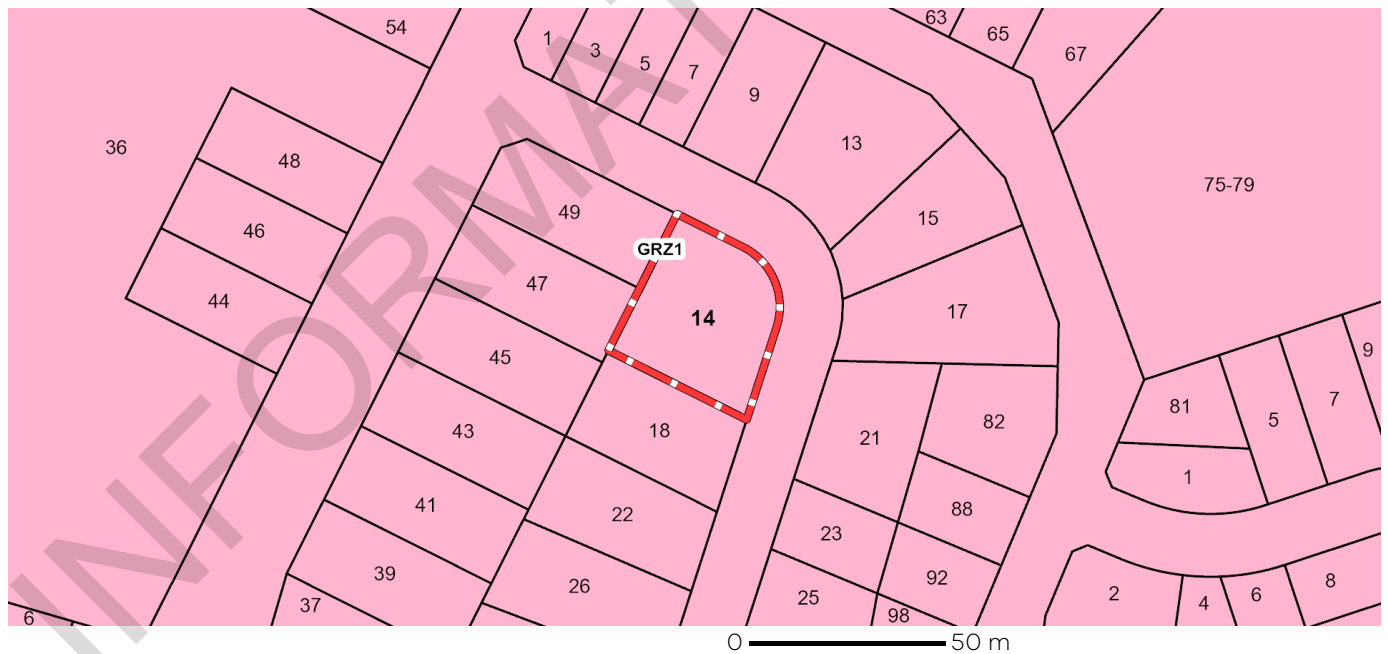
Legislative Council: **NORTH-EASTERN METROPOLITAN**  
Legislative Assembly: **ELTHAM**  
**OTHER**  
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**  
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

## Planning Zones

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

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



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

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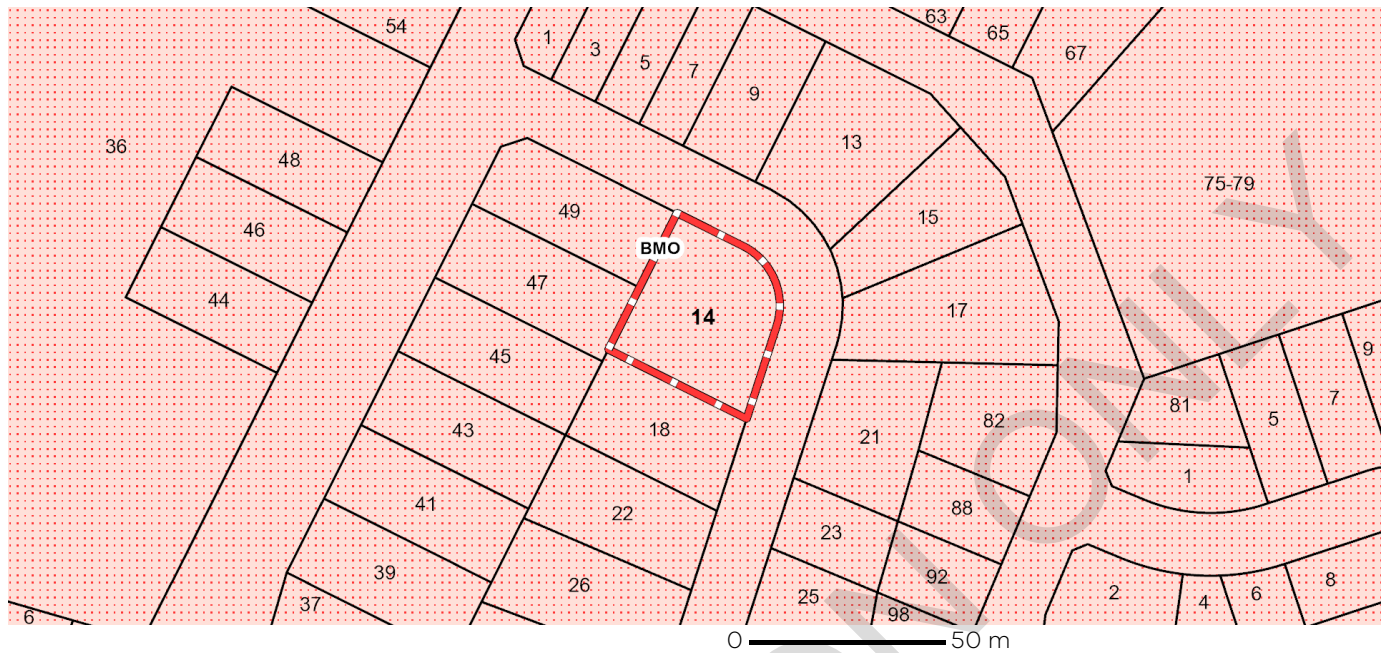
**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

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

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

## Planning Overlays

### BUSHFIRE MANAGEMENT OVERLAY (BMO)

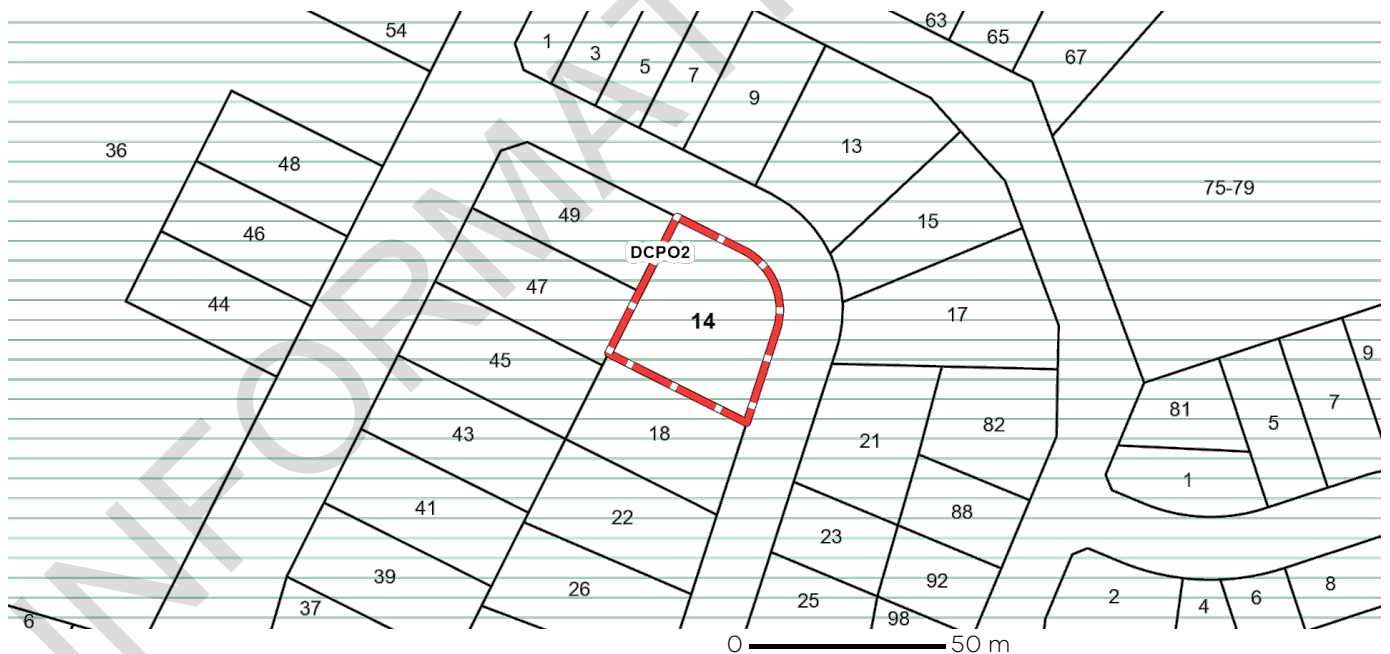


BMO - Bushfire Management Overlay

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

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

#### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



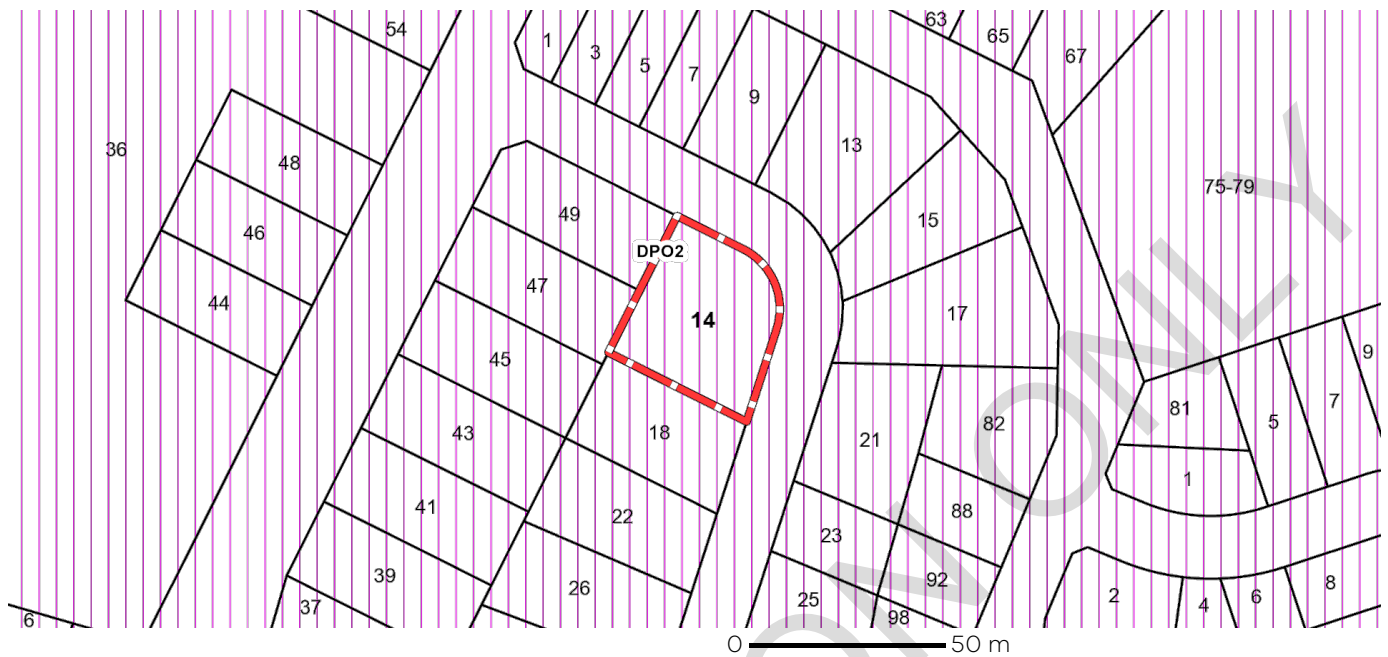
DCPO - Development Contributions Plan Overlay

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

## Planning Overlays

### DEVELOPMENT PLAN OVERLAY (DPO)

### DEVELOPMENT PLAN OVERLAY - SCHEDULE 2 (DPO2)



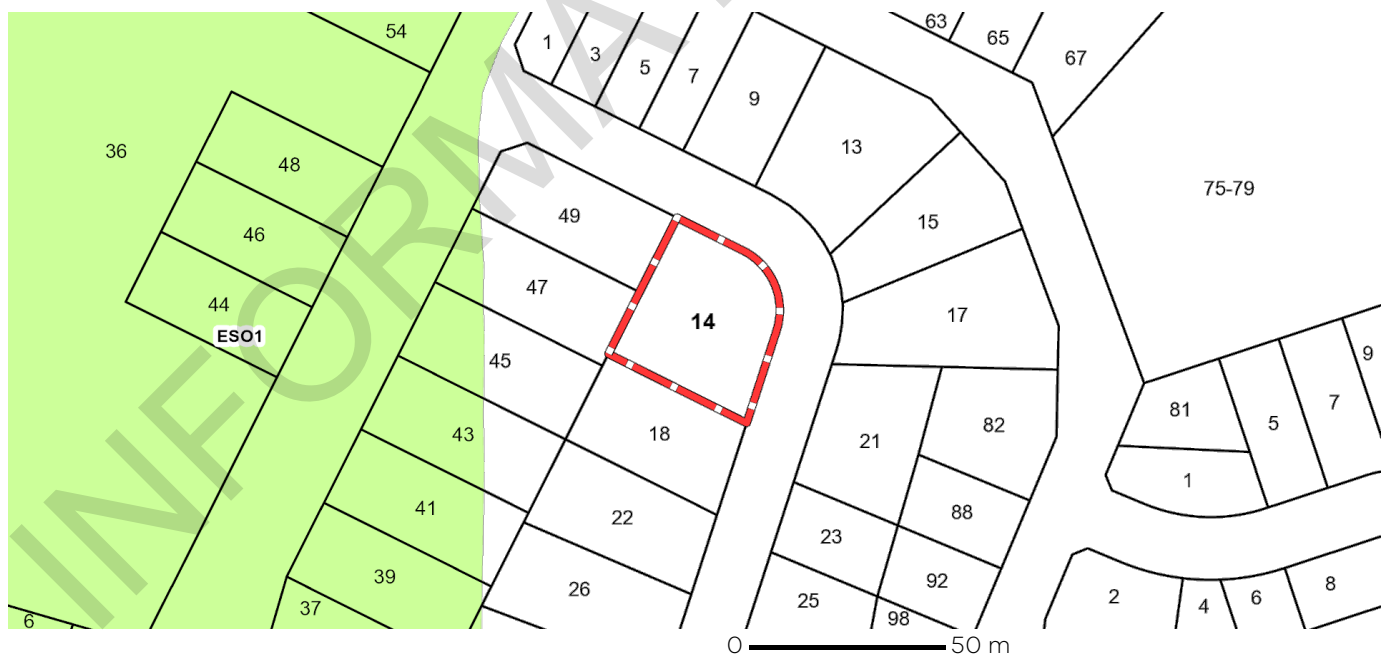
**DPO - Development Plan Overlay**

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

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

### ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)



**ESO - Environmental Significance Overlay**

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

## Further Planning Information

Planning scheme data last updated on 9 April 2026.

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

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

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

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

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

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

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

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

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

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

## Designated Bushfire Prone Areas

**This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.**

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

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



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

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

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

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

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

## Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

**32.08**  
31/03/2025  
VC267

**GENERAL RESIDENTIAL ZONE**

Shown on the planning scheme map as **GRZ** , **R1Z** , **R2Z** or **R3Z** with a number (if shown).

**Purpose**

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To encourage development that is responsive to the neighbourhood character of the area.

To encourage a diversity of housing types and housing growth particularly in locations offering good access to services and transport.

To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

**32.08-1**  
27/03/2017  
VC110

**Neighbourhood character objectives**

A schedule to this zone may contain neighbourhood character objectives to be achieved for the area.

**32.08-2**  
14/01/2025  
VC237

**Table of uses**

**Section 1 - Permit not required**

Use	Condition
<b>Automated collection point</b>	Must meet the requirements of Clause 52.13-3 and 52.13-5.  The gross floor area of all buildings must not exceed 50 square metres.
<b>Bed and breakfast</b>	No more than 10 persons may be accommodated away from their normal place of residence.  At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.
<b>Community care accommodation</b>	Must meet the requirements of Clause 52.22-2.
<b>Domestic animal husbandry (other than Domestic animal boarding)</b>	Must be no more than 2 animals.
<b>Dwelling (other than Bed and breakfast)</b>	
<b>Home based business</b>	
<b>Informal outdoor recreation</b>	
<b>Medical centre</b>	The gross floor area of all buildings must not exceed 250 square metres.  Must not require a permit under Clause 52.06-3.  The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.

**NILLUMBIK PLANNING SCHEME**

<b>Use</b>	<b>Condition</b>
<b>Place of worship</b>	The gross floor area of all buildings must not exceed 250 square metres.  The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
<b>Racing dog husbandry</b>	Must be no more than 2 animals.
<b>Railway</b>	
<b>Residential aged care facility</b>	
<b>Rooming house</b>	Must meet the requirements of Clause 52.23-2.
<b>Small second dwelling</b>	Must be no more than one dwelling existing on the lot.  Must be the only small second dwelling on the lot.  Reticulated natural gas must not be supplied to the building, or part of a building, used for the small second dwelling.
<b>Tramway</b>	
<b>Any use listed in Clause 62.01</b>	Must meet the requirements of Clause 62.01.

**Section 2 - Permit required**

<b>Use</b>	<b>Condition</b>
<b>Accommodation (other than Community care accommodation, Dwelling, Residential aged care facility, Rooming house and Small second dwelling)</b>	
<b>Agriculture (other than Animal production, Animal training, Apiculture, Domestic animal husbandry, Horse husbandry and Racing dog husbandry)</b>	
<b>Car park</b>	Must be used in conjunction with another use in Section 1 or 2.
<b>Car wash</b>	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
<b>Convenience restaurant</b>	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
<b>Convenience shop</b>	
<b>Domestic animal husbandry (other than Domestic animal boarding) – if the Section 1 condition is not met</b>	Must be no more than 5 animals.

NILLUMBIK PLANNING SCHEME

Use	Condition
<b>Food and drink premises (other than Convenience restaurant and Take away food premises)</b>	
<b>Grazing animal production</b>	
<b>Leisure and recreation (other than Informal outdoor recreation and Motor racing track)</b>	
<b>Market</b>	
<b>Office (other than Medical centre)</b>	The use must be associated with a use or development to which clause 53.23 (Significant residential development with affordable housing) applies.
<b>Place of assembly (other than Amusement parlour, Carnival, Cinema based entertainment facility, Circus, Nightclub and Place of worship)</b>	
<b>Plant nursery</b>	
<b>Retail premises (other than Convenience shop, Food and drink premises, Market and Plant nursery)</b>	The use must be associated with a use or development to which clause 53.23 (Significant residential development with affordable housing) applies.
<b>Service station</b>	<p>The site must either:</p> <ul style="list-style-type: none"> <li>▪ Adjoin a commercial zone or industrial zone.</li> <li>▪ Adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.</li> </ul> <p>The site must not exceed either:</p> <ul style="list-style-type: none"> <li>▪ 3000 square metres.</li> <li>▪ 3600 square metres if it adjoins on two boundaries a road in a Transport Zone 2 or a Transport Zone 3.</li> </ul>
<b>Store</b>	Must be in a building, not a dwelling, and used to store equipment, goods, or motor vehicles used in conjunction with the occupation of a resident of a dwelling on the lot.
<b>Take away food premises</b>	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
<b>Utility installation (other than Minor utility installation and Telecommunications facility)</b>	
<b>Any other use not in Section 1 or 3</b>	

**Section 3 – Prohibited**

Use
Amusement parlour
Animal production (other than Grazing animal production)
Animal training
Cinema based entertainment facility
Domestic animal boarding
Extractive industry
Horse husbandry
Industry (other than Automated collection point and Car wash)
Motor racing track
Nightclub
Saleyard
Small second dwelling – if the Section 1 condition is not met
Transport terminal
Warehouse (other than Store)

**32.08-3**  
16/10/2025  
VC288

**Subdivision**

**Permit requirement**

A permit is required to subdivide land.

A permit must not be granted which would allow a separate lot to be created for land containing a small second dwelling.

**Minimum garden area requirement**

An application to subdivide land that would create a vacant lot less than 400 square metres capable of development for a dwelling or residential building, must ensure that each vacant lot created less than 400 square metres contains at least 25 percent as garden area. This does not apply to a lot created by an application to subdivide land where that lot is created in accordance with:

- An approved precinct structure plan or an equivalent strategic plan;
- An incorporated plan or approved development plan; or
- A permit for development.

**Clause 56 requirement**

An application to subdivide land, other than an application to subdivide land into lots each containing an existing dwelling or car parking space, must meet the requirements of Clause 56 and:

- Must meet all of the objectives included in the clauses specified in the following table.
- Should meet all of the standards included in the clauses specified in the following table.

Class of subdivision	Objectives and standards to be met
60 or more lots	All except clause 56.03-5.
16 – 59 lots	All except clauses 56.03-1 to 56.03-3, 56.03-5, 56.06-1 and 56.06-3.
3 – 15 lots	All except clauses 56.02-1, 56.03-1 to 56.03-4, 56.03-5 (unless the land is in the Neighbourhood Character Overlay), 56.05-2, 56.06-1, 56.06-3 and 56.06-6.
2 lots	Clauses 56.03-5 (only if the land is in the Neighbourhood Character Overlay), 56.04-2, 56.04-5, 56.06-8 and 56.07-4.

**VicSmart applications**

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Provision
Subdivide land to realign the common boundary between two lots where: <ul style="list-style-type: none"> <li>▪ The area of either lot is reduced by less than 15 percent.</li> <li>▪ The general direction of the common boundary does not change.</li> </ul>	Clause 59.01
Subdivide land into lots each containing an existing building or car parking space where: <ul style="list-style-type: none"> <li>▪ The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme.</li> <li>▪ An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within five years prior to the application for a permit for subdivision.</li> </ul>	Clause 59.02
Subdivide land into two lots if: <ul style="list-style-type: none"> <li>▪ The construction of a building or the construction or carrying out of works on the land:                             <ul style="list-style-type: none"> <li>– Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired.</li> <li>– Has started lawfully.</li> </ul> </li> <li>▪ The subdivision does not create a vacant lot.</li> </ul>	Clause 59.02
Subdivide land into two lots if: <ul style="list-style-type: none"> <li>▪ A permit has been issued under a provision of a residential zone to construct up to two dwellings on the land and the permit has not expired.</li> </ul>	Clause 59.02

Class of application	Provision
<ul style="list-style-type: none"> <li>▪ Each lot will contain either:                             <ul style="list-style-type: none"> <li>– one existing dwelling; or</li> <li>– one dwelling permitted to be constructed in accordance with the permit.</li> </ul> </li> </ul>	

Subdivide land into two lots for residential development if:	Clause 59.11
<ul style="list-style-type: none"> <li>▪ The subdivision creates at least one vacant lot.</li> <li>▪ The land does not contain native vegetation if it has an area of 0.4 hectares or more.</li> <li>▪ The land is not located in an Environmental Audit Overlay, Neighbourhood Character Overlay or an area that is a designated bushfire prone area as determined under section 192A of the <i>Building Act 1993</i>.</li> </ul>	

**32.08-4**  
14/12/2023  
VC253

### Construction or extension of a dwelling, small second dwelling or residential building

#### Minimum garden area requirement

An application to construct or extend a dwelling, small second dwelling or residential building on a lot must provide a minimum garden area as set out in the following table:

Lot size	Minimum percentage of a lot set aside as garden area
400 - 500 sqm	25%
Above 500 - 650 sqm	30%
Above 650 sqm	35%

This does not apply to:

- An application to construct or extend a dwelling, small second dwelling or residential building if specified in a schedule to this zone as exempt from the minimum garden area requirement;
- An application to construct or extend a dwelling, small second dwelling or residential building on a lot if:
  - The lot is designated as a medium density housing site in an approved precinct structure plan or an approved equivalent strategic plan;
  - The lot is designated as a medium density housing site in an incorporated plan or approved development plan; or
- An application to alter or extend an existing building that did not comply with the minimum garden area requirement of Clause 32.08-4 on the approval date of Amendment VC110.

**32.08-5**  
08/09/2025  
VC282

### Construction and extension of one dwelling on a lot

#### Permit requirement

A permit is required to construct or extend one dwelling on a lot less than 300 square metres.

A permit is required to construct or extend a front fence within 3 metres of a street if the fence is associated with one dwelling on a lot less than 300 square metres and the fence exceeds the maximum height specified in clause 54.02-7.

A development must meet the requirements of Clause 54.

### No permit required

No permit is required to:

- Construct or carry out works normal to a dwelling.
- Construct or extend an out-building (other than a garage or carport) on a lot provided the gross floor area of the out-building does not exceed 10 square metres and the maximum building height is not more than 3 metres above ground level.
- Make structural changes to a dwelling provided the size of the dwelling is not increased or the number of dwellings is not increased.

### VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Provision
<p>Construct or extend a dwelling on a lot less than 300 square metres if the development meets the following standards of Clause 54:</p> <ul style="list-style-type: none"> <li>▪ clause 54.02-1 Street setback.</li> <li>▪ clause 54.02-2 Building height.</li> <li>▪ clause 54.02-3 Side and rear setbacks.</li> <li>▪ clause 54.02-4 Walls on boundaries.</li> <li>▪ clause 54.02-5 Site coverage</li> <li>▪ clause 54.02-6 Tree canopy.</li> <li>▪ clause 54.02-7 Front fences.</li> <li>▪ clause 54.04-1 Daylight to existing windows.</li> <li>▪ clause 54.04-2 Existing north-facing windows.</li> <li>▪ clause 54.04-3 Overshadowing secluded open space.</li> <li>▪ clause 54.04-4 Overlooking.</li> <li>▪ clause 54.05-2 Overshadowing domestic solar energy systems.</li> </ul> <p>If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.</p>	Clause 54
<p>Construct or extend a front fence within 3 metres of a street if the fence is associated with one dwelling on a lot less than 300 square metres.</p>	Clause 59.03

### Transitional provisions

Clauses 32.08-5, 54 and 59.14 of this planning scheme, as in force immediately before the commencement of Amendment VC282, continue to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

**32.08-6**  
08/09/2025  
VC282

## Construction and extension of a small second dwelling on a lot

### Permit requirement

A permit is required to construct or extend a small second dwelling on a lot of less than 300 square metres.

A development must meet the requirements of Clause 54.

### VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Provision
<p>Construct or extend a small second dwelling on a lot less than 300 square metres if the development meets the following standards of Clause 54:</p> <ul style="list-style-type: none"> <li>▪ clause 54.02-1 Street setback.</li> <li>▪ clause 54.02-2 Building height.</li> <li>▪ clause 54.02-3 Side and rear setbacks.</li> <li>▪ clause 54.02-4 Walls on boundaries.</li> <li>▪ clause 54.02-5 Site coverage.</li> <li>▪ clause 54.02-6 Tree canopy.</li> <li>▪ clause 54.02-8 Building setback for small second dwellings.</li> <li>▪ clause 54.03-5 Safety and accessibility for small second dwellings.</li> <li>▪ clause 54.04-1 Daylight to existing windows.</li> <li>▪ clause 54.04-2 Existing north-facing windows.</li> <li>▪ clause 54.04-3 Overshadowing secluded open space.</li> <li>▪ clause 54.04-4 Overlooking.</li> <li>▪ clause 54.05-2 Overshadowing domestic solar energy systems.</li> </ul> <p>If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.</p>	Clause 54

### Transitional provisions

Clauses 32.08-6, 54 and 59.14 of this planning scheme, as in force immediately before the commencement of Amendment VC282, continue to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

**32.08-7**  
16/04/2026  
VC300

## Construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings

### Permit requirement

A permit is required to:

- Construct a dwelling if there is at least one dwelling existing on the lot.

## NILLUMBIK PLANNING SCHEME

- Construct two or more dwellings on a lot.
- Extend a dwelling if there are two or more dwellings on the lot.
- Construct or extend a dwelling if it is on common property.
- Construct or extend a residential building.

A permit is required to construct or extend a front fence within 3 metres of a street if:

- The fence is associated with two or more dwellings on a lot or a residential building, and
- The fence exceeds the maximum height specified in clause 55.02-8.

A development of three storeys or less, excluding a basement, must meet the requirements of clause 55.

An apartment development of seven storeys or more, excluding a basement, must meet the requirements of clause 58.

### VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Provision
<p>Construct one dwelling if there is no more than one dwelling existing on a lot, extend a dwelling if there are two dwellings on a lot, or construct two dwellings on a lot, if the development meets the following standards of clause 55:</p> <ul style="list-style-type: none"> <li>▪ clause 55.02-1 Street setback</li> <li>▪ clause 55.02-2 Building height</li> <li>▪ clause 55.02-3 Side and rear setbacks</li> <li>▪ clause 55.02-4 Walls on boundaries</li> <li>▪ clause 55.02-5 Site coverage</li> <li>▪ clause 55.02-6 Access</li> <li>▪ clause 55.02-7 Tree canopy</li> <li>▪ clause 55.02-8 Front fences</li> <li>▪ clause 55.04-1 Daylight to existing windows</li> <li>▪ clause 55.04-2 Existing north-facing windows</li> <li>▪ clause 55.04-3 Overshadowing secluded open space</li> <li>▪ clause 55.04-4 Overlooking</li> <li>▪ clause 55.05-2 Overshadowing domestic solar energy systems</li> </ul> <p>If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the clause 55 standard, the requirement in the schedule to the zone applies and must be met.</p>	<p>Clause 55</p>
<p>Construct or extend a front fence within 3 metres of a street if the fence is associated with two or more dwellings on a lot or a residential building.</p>	<p>Clause 59.03</p>

### Transitional provisions

Clause 55 of this scheme, as in force immediately before the approval date of Amendment VC136, continues to apply to:

## NILLUMBIK PLANNING SCHEME

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

Clause 58 does not apply to:

- An application for a planning permit lodged before the approval date of Amendment VC136.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before the approval date of Amendment VC136.

Clauses 55 and 58 of this scheme, as in force immediately before the approval date of Amendment VC174, continue to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

Clause 55 of this planning scheme, as in force immediately before the approval date of Amendment VC267, continues to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

Clauses 32.08-7, 57 and 58 of this planning scheme, as in force immediately before the commencement of Amendment VC300, continue to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

**32.08-8**  
08/09/2025  
VC282

### **Requirements of Clause 54 and Clause 55**

A schedule to this zone may specify the requirements of:

- Standards A2-1, A2-5, A2-7 and A3-2 of Clause 54 of this scheme.
- Standards B2-1, B2-5, B2-8 and B3-5 of Clause 55 of this scheme.

If a requirement is not specified in a schedule to this zone, the requirement set out in the relevant standard of Clause 54 or Clause 55 applies.

**32.08-9**  
14/12/2023  
VC253

### **Residential aged care facility**

#### **Permit requirements**

A permit is required to construct a building or construct or carry out works for a residential aged care facility.

A development must meet the requirements of Clause 53.17 - Residential aged care facility.

**32.08-10**  
20/04/2026  
VC307

### **Buildings and works associated with a Section 2 use**

A permit is required to construct a building or construct or carry out works for a use in Section 2 of Clause 32.08-2.

**VicSmart applications**

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Provision
<p>Construct a building or construct or carry out works where:</p> <ul style="list-style-type: none"> <li>▪ The building or works are not associated with a dwelling, primary school or secondary school and have an estimated cost of up to \$150,000; or</li> <li>▪ The building or works are associated with a primary school or secondary school and have an estimated cost of up to \$700,000; and</li> <li>▪ The requirements in the following standards of Clause 54 are met, where the land adjoins land in a residential zone used for residential purposes:                             <ul style="list-style-type: none"> <li>– clause 54.02-3 Side and rear setbacks.</li> <li>– clause 54.02-4 Walls on boundaries.</li> <li>– clause 54.04-1 Daylight to existing windows.</li> <li>– clause 54.04-2 Existing north-facing windows.</li> <li>– clause 54.04-3 Overshadowing secluded open space.</li> <li>– clause 54.04-4 Overlooking.</li> <li>– clause 54.05-2 Overshadowing domestic solar energy systems.</li> </ul> </li> </ul> <p>If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.</p>	<p>Clause 59.04</p>

**Transitional provisions**

Clauses 32.08-10, 54 and 59.04 of this planning scheme, as in force immediately before the commencement of Amendment VC282, continue to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

**32.08-11**  
14/12/2023  
VC253

**Maximum building height requirement for a dwelling, small second dwelling or residential building**

A building must not be constructed for use as a dwelling, small second dwelling or a residential building that:

- exceeds the maximum building height specified in a schedule to this zone; or
- contains more than the maximum number of storeys specified in a schedule to this zone.

If no maximum building height or maximum number of storeys is specified in a schedule to this zone:

- the building height must not exceed 11 metres; and
- the building must contain no more than 3 storeys at any point.

A building may exceed the applicable maximum building height or contain more than the applicable maximum number of storeys if:

- It replaces an immediately pre-existing building and the new building does not exceed the building height or contain a greater number of storeys than the pre-existing building.
- There are existing buildings on both abutting allotments that face the same street and the new building does not exceed the building height or contain a greater number of storeys than the lower of the existing buildings on the abutting allotments.
- It is on a corner lot abutted by lots with existing buildings and the new building does not exceed the building height or contain a greater number of storeys than the lower of the existing buildings on the abutting allotments.
- It is constructed pursuant to a valid building permit that was in effect prior to the introduction of this provision.

An extension to an existing building may exceed the applicable maximum building height or contain more than the applicable maximum number of storeys if it does not exceed the building height of the existing building or contain a greater number of storeys than the existing building.

A building may exceed the maximum building height by up to 1 metre if the slope of the natural ground level, measured at any cross section of the site of the building wider than 8 metres, is greater than 2.5 degrees.

A basement is not a storey for the purposes of calculating the number of storeys contained in a building.

The maximum building height and maximum number of storeys requirements in this zone or a schedule to this zone apply whether or not a planning permit is required for the construction of a building.

### **Building height if land is subject to inundation**

If the land is in a Special Building Overlay, Land Subject to Inundation Overlay or is land liable to inundation the maximum building height specified in the zone or schedule to the zone is the vertical distance from the minimum floor level determined by the relevant drainage authority or floodplain management authority to the roof or parapet at any point.

### **Application requirements**

An application must be accompanied by the following information, as appropriate:

- For a development of one dwelling on a lot or a small second dwelling on a lot, the site description and design response as required in clause 54.
- For a development of two or more dwellings on a lot, dwellings on common property and residential buildings of three storeys or less, excluding a basement, the site description and design response as required in clause 55.
- For a development of two or more dwellings on a lot, dwellings on common property and residential buildings of four to six storeys, excluding a basement, the site description and design response as required in clause 57.
- For an apartment development of seven storeys or more, excluding a basement, an urban context report and design response as required in clause 58.
- For an application for subdivision, a site and context description and design response as required in clause 56.
- Plans drawn to scale and dimensioned which show:
  - Site shape, size, dimensions and orientation.
  - The siting and use of existing and proposed buildings.
  - Adjacent buildings and uses.
  - The building form and scale.
  - Setbacks to property boundaries.

- The likely effects, if any, on adjoining land, including noise levels, traffic, the hours of delivery and despatch of goods and materials, hours of operation and light spill, solar access and glare.
- Any other application requirements specified in a schedule to this zone.

If in the opinion of the responsible authority an application requirement is not relevant to the evaluation of an application, the responsible authority may waive or reduce the requirement.

**32.08-13**

17/04/2026  
VC308

**Exemption from notice and review**

**Subdivision**

An application to subdivide land into lots each containing an existing dwelling or car parking space is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

**Construction and extension of one dwelling on a lot**

An application under clause 32.08-5 is exempt from the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act if all the applicable standards under clauses 54.02-1, 54.02-2, 54.02-3, 54.02-4, 54.02-5, 54.02-6, 54.02-7, 54.04 and 54.05-2 are met.

**Construction and extension of a small second dwelling on a lot**

An application under clause 32.08-6 is exempt from the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act if all the applicable standards under clauses 54.02-1, 54.02-2, 54.02-3, 54.02-4, 54.02-5, 54.02-6, 54.02-8, 54.03-5, 54.04 and 54.05-2 are met.

**Construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings**

An application under clause 32.08-7 for a development of three storeys or less, excluding a basement, is exempt from the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act if all the applicable standards under clauses 55.02, 55.04-1, 55.04-2, 55.04-3, 55.04-4 and 55.05-2 are met.

**32.08-14**

16/04/2026  
VC300

**Decision guidelines**

Before deciding on an application, in addition to the decision guidelines in clause 65, the responsible authority must consider, as appropriate:

**General**

- The Municipal Planning Strategy and the Planning Policy Framework.
- The purpose of this zone.
- The objectives set out in a schedule to this zone.
- Any other decision guidelines specified in a schedule to this zone.
- The impact of overshadowing on existing rooftop solar energy systems on dwellings on adjoining lots in a General Residential Zone, Housing Choice and Transport Zone, Mixed Use Zone, Neighbourhood Residential Zone, Residential Growth Zone or Township Zone.

**Subdivision**

- The pattern of subdivision and its effect on the spacing of buildings.
- For subdivision of land for residential development, the objectives and standards of clause 56.

### **Dwellings, small second dwellings and residential buildings**

- For the construction and extension of one dwelling on a lot and a small second dwelling, the applicable objectives, standards and decision guidelines of clause 54.
- For the construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings of three storeys or less, excluding a basement, the objectives, standards and decision guidelines of clause 55.
- For the construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings of four to six storeys, excluding a basement, the objectives, standards and decision guidelines of clause 57.
- For the construction and extension of an apartment development of seven storeys or more, excluding a basement, the objectives, standards and decisions guidelines of clause 58.

### **Non-residential use and development**

- Whether the use or development is compatible with residential use.
- Whether the use generally serves local community needs.
- The scale and intensity of the use and development.
- The design, height, setback and appearance of the proposed buildings and works.
- The proposed landscaping.
- The provision of car and bicycle parking and associated accessways.
- Any proposed loading and refuse collection facilities.
- The safety, efficiency and amenity effects of traffic to be generated by the proposal.

#### **32.08-15**

14/12/2023  
VC253

### **Signs**

Sign requirements are at Clause 52.05. This zone is in Category 3.

#### **32.08-16**

14/12/2023  
VC253

### **Transitional provisions**

The minimum garden area requirements of Clause 32.08-4 and the maximum building height and number of storeys requirements of Clause 32.08-9 introduced by Amendment VC110 do not apply to:

- A planning permit application for the construction or extension of a dwelling or residential building lodged before the approval date of Amendment VC110.
- Where a planning permit is not required for the construction or extension of a dwelling or residential building:
  - A building permit issued for the construction or extension of a dwelling or residential building before the approval date of Amendment VC110.
  - A building surveyor has been appointed to issue a building permit for the construction or extension of a dwelling or residential building before the approval date of Amendment VC110. A building permit must be issued within 12 months of the approval date of Amendment VC110.
  - A building surveyor is satisfied, and certifies in writing, that substantial progress was made on the design of the construction or extension of a dwelling or residential building before the approval date of Amendment VC110. A building permit must be issued within 12 months of the approval date of Amendment VC110.

The minimum garden area requirement of Clause 32.08-3 introduced by Amendment VC110 does not apply to a planning permit application to subdivide land for a dwelling or a residential building lodged before the approval date of Amendment VC110.

24/02/2026  
GC269

**SCHEDULE 1 TO CLAUSE 32.08 GENERAL RESIDENTIAL ZONE**

Shown on the planning scheme map as **GRZ1** .

**GENERAL RESIDENTIAL AREAS**

**1.0**  
07/07/2022  
C118nill

**Neighbourhood character objectives**

None specified.

**2.0**  
03/05/2024  
VC255

**Construction or extension of a dwelling, small second dwelling or residential building - minimum garden area requirement**

**Is the construction or extension of a dwelling, small second dwelling or residential building exempt from the minimum garden area requirement?**

No

**3.0**  
08/09/2025  
VC282

**Requirements of Clause 54 and Clause 55**

	Standard	Requirement
<b>Minimum street setback</b>	A2-1	None specified
	B2-1	None specified
<b>Site coverage</b>	A2-5	None specified
	B2-5	None specified
<b>Private open space</b>	A3-2	None specified
	B3-5	None specified
<b>Front fence height</b>	A2-7 and B2-8	None specified

**4.0**  
03/05/2024  
VC255

**Maximum building height requirement for a dwelling, small second dwelling or residential building**

None specified.

**5.0**  
03/05/2024  
VC255

**Application requirements**

None specified.

**6.0**  
03/05/2024  
VC255

**Decision guidelines**

None specified.

# Nillumbik Shire Council

ABN 64 487 894 794

## VALUATION AND RATES NOTICE 1 July 2025 to 30 June 2026



G K Saini and K Saini  
130 Dalton Road  
THOMASTOWN VIC 3074



029  
1001059  
DLX1\_2201

### TAX INVOICE

Assessment Number: **30133.4**  
Issue Date: **15/08/2025**  
Instalment Number: **1**  
Amount Due: **\$597.40**  
Due Date: **30/09/2025**

Any arrears shown on this notice are due and payable.  
Penalty interest will accrue until paid.

#### Property and Valuation Information

Property Address: **14 Serenity Place, DIAMOND CREEK VIC 3089**  
Property Description: **Lot 47 PS 728970 PSH Nillumbik**  
Title Details: **CT-11991/097**  
AVPCC / Description: **100 / Vacant Residential Dwelling Site/Surveyed Lot**  
Owner/s: **G K Saini and K Saini**

Date of Valuation: **2025**  
Valuation Effective Date: **01/07/2025**  
Site Value: **\$600,000**  
Capital Improved Value (CIV): **\$600,000**  
Net Annual Value: **\$30,000**

#### Details of Rates and Charges

<b>COUNCIL - Rates and Charges</b>	
Vacant Land Rate (CIV) x \$0.003576	\$2,145.60
<b>Total Council Rates and Charges</b>	<b>\$2,145.60</b>
<b>STATE GOVERNMENT - Emergency Services and Volunteers Fund</b>	
ESVF - Residential (CIV) x \$0.000173	\$103.80
ESVF - Residential Fixed	\$136.00
<b>Total State Government Charges</b>	<b>\$239.80</b>
<b>Total Rates and Charges</b>	<b>\$2,385.40</b>

Payments received after 15 August 2025 have not been deducted.

If you are experiencing financial hardship, please contact the Rates Team on 9433 3285 for assistance.

If you are ever unsure whether an SMS is legitimately from Council, please contact us on 9433 3111.

Please call ESVF support line on 1300 819 033 for all queries relating to the ESVF.

Register for emailed notices:  
[nillumbik.enotices.com.au](mailto:nillumbik.enotices.com.au)  
Reference No: **BCE881B8FZ**

1st INSTALMENT DUE	2nd INSTALMENT DUE	3rd INSTALMENT DUE	4th INSTALMENT DUE
<b>\$597.40</b>	<b>\$596.00</b>	<b>\$596.00</b>	<b>\$596.00</b>
30/09/2025 <i>9/11/25</i>	30/11/2025	28/02/2026	31/05/2026

### GREEN WASTE VOUCHER

This entitles you to three green waste drop-offs at the Recycling Centre, 290 Yan Yean Rd, Plenty for 2025/2026 (vouchers valid until 30 September 2026).

**One drop-off = 1 cubic metre**

For more information, visit [nillumbik.vic.gov.au/green-waste](http://nillumbik.vic.gov.au/green-waste)

Terms and Conditions apply



### Scan to Pay

Pay in full or choose smaller instalments that suit your budget.

- Helpful reminders.
- Card or bank payments.
- See your balance.



Scan the QR or you can also pay online at [pay.nillumbik.vic.gov.au](http://pay.nillumbik.vic.gov.au)

Powered by Payble



### Payment slip

(please return this portion only)

Ratepayer:  
G K Saini and K Saini

Property address:  
14 Serenity Place, DIAMOND CREEK VIC 3089

Amount:  
\$597.40

Payment methods accepted - see over for further options



Payble  
Use your mobile phone to scan and view your flexible payment options or visit [pay.nillumbik.vic.gov.au](http://pay.nillumbik.vic.gov.au)



Internet  
Council Ref:  
**301334**



BPAY  
Billers Code: 18358  
Ref: 301334



Post Billpay  
131 816  
Billpay Code: 0869  
Ref: 0000 3013 34

21st April 2026

ARUN Badgujar  
INSTANT CONVEYANCING SERVICES

Dear ARUN Badgujar,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	14 SERENITY PLACE DIAMOND CREEK 3089
<b>Applicant</b>	ARUN Badgujar INSTANT CONVEYANCING SERVICES
<b>Information Statement</b>	31028879
<b>Conveyancing Account Number</b>	8945642714
<b>Your Reference</b>	10872

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 [propertyflow@yvw.com.au](mailto:propertyflow@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,



Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

## Yarra Valley Water Property Information Statement

Property Address	14 SERENITY PLACE DIAMOND CREEK 3089
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STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

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

## **Melbourne Water Property Information Statement**

Property Address	14 SERENITY PLACE DIAMOND CREEK 3089
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STATEMENT UNDER SECTION 158 WATER ACT 1989

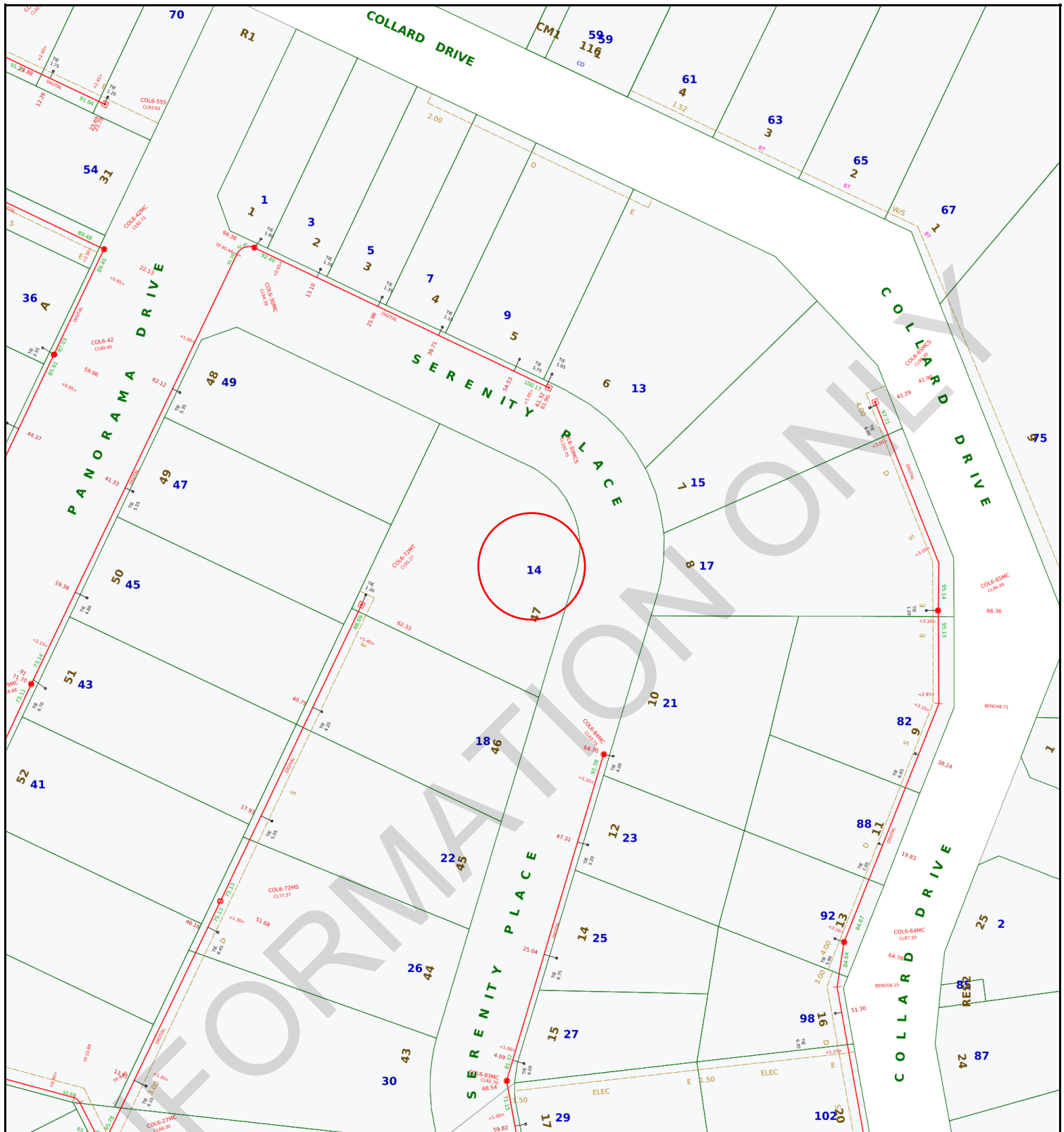
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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



**Yarra Valley Water  
Information Statement  
Number: 31028879**

<b>Address</b>	14 SERENITY PLACE DIAMOND CREEK 3089
<b>Date</b>	21/04/2026
<b>Scale</b>	1:1000



ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer	Sewer Branch			

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

ARUN Badgajar  
INSTANT CONVEYANCING SERVICES  
arun@instantconveyancing.com.au

## RATES CERTIFICATE

**Account No:** 8755495191  
**Rate Certificate No:** 31028879

**Date of Issue:** 21/04/2026  
**Your Ref:** 10872

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
14 SERENITY PL, DIAMOND CREEK VIC 3089	47\PS728970	5190029	Residential

Agreement Type	Period	Charges	Outstanding
Parks Fee	01-04-2026 to 30-06-2026	\$22.39	\$22.39
Drainage Fee	01-04-2026 to 30-06-2026	\$31.16	\$31.16
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
No further charges applicable to this property			
<b>Balance Brought Forward</b>			\$0.00
<b>Total for This Property</b>			\$53.55



GENERAL MANAGER  
RETAIL SERVICES

**Note:**

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an

agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

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

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

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

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

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

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

INFORMATION ONLY

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

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

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**Property No:** 5190029

**Address:** 14 SERENITY PL, DIAMOND CREEK VIC 3089

**Water Information Statement Number:** 31028879

## HOW TO PAY



**Bill**er Code: 314567  
Ref: 87554951910

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

INFORMATION ONLY

**Instant Conveyancing Services**

PO Box 1353  
LALOR VIC 3075  
Tel: (03) 9939 6824  
Fax: (03) 9478 7868  
Ref: JG:ARUN.B:10872