

DATED

2025

LENORA MARIA DENIESE AND LLOYD DENIESE

to

CONTRACT OF SALE OF LAND

Property: 1258 Edgars Road, Wollert VIC 3750

Instant Conveyancing Services

PO Box 1353
LALOR VIC 3075
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Ref: ARUN.B:13909

CONTRACT OF SALE OF REAL ESTATE

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Address: 1258 EDGARS ROAD, WOLLERT VIC 3750

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

The terms of this contract are contained in the:

- Particulars of sale; and
- Special conditions, if any; and
- General conditions.

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/..... /2025

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/..... /2025

Print name of person signing **Lenora Maria Deniese and Lloyd Deniese**

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 Thomastown
 1/337 Settlement Road, Thomastown VIC 3074
 Tel: 9465 7766 Fax: 9464 3177
 Ref: Sherry Singh Email: sold@rataandco.com.au

VENDOR

Lenora Maria Deniese and Lloyd Deniese
 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: Arun Badgajar
 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 1258 Edgars Road, Wollert VIC 3750

LAND (General Conditions 3)

The land is –
 Described in the table below -

Certificate of Title reference	being lot	on plan
Volume 12072 Folio 733	425	PS 805553U
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

All fittings and fixtures of a permanent nature as inspected

(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

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:

BUILDING REPORT

This condition applies only if the box is checked.

The purchaser may end this contract within 7 days from the day of sale if the purchaser obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect. Purchaser gives the vendor a copy of the report and a written notice ending this contract and is not then in default. All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.

PEST REPORT

This condition applies only if the box is checked.

The purchaser may end this contract within 7 days from the day of sale if the purchaser obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land. Purchaser gives the vendor a copy of the report and a written notice ending this contract and is not then in default. All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

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 purchaser's 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

3.1 If the Purchaser consists of more than one person each of them are jointly and severally bound by this Contract of Sale.

3.2 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 The Parties agree that if the Purchaser fails to make application in accordance with the Particulars of Sale or fails to provide information requested by a potential lender within sufficient time to enable that potential lender to make a decision by the Approval Date, then the Purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance.

23.2 If the Purchaser attempts to end the Contract on the basis that it is unable to obtain finance approval by the Approval Date, the Purchaser must provide written proof to the Vendor from the potential lender refusing finance approval to the Purchaser and verifying that the Purchaser has applied for finance in accordance with the Particulars of Sale, failing which the Purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance. **A decline letter from a broker will not be accepted.**

INFORMATION ONLY

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.

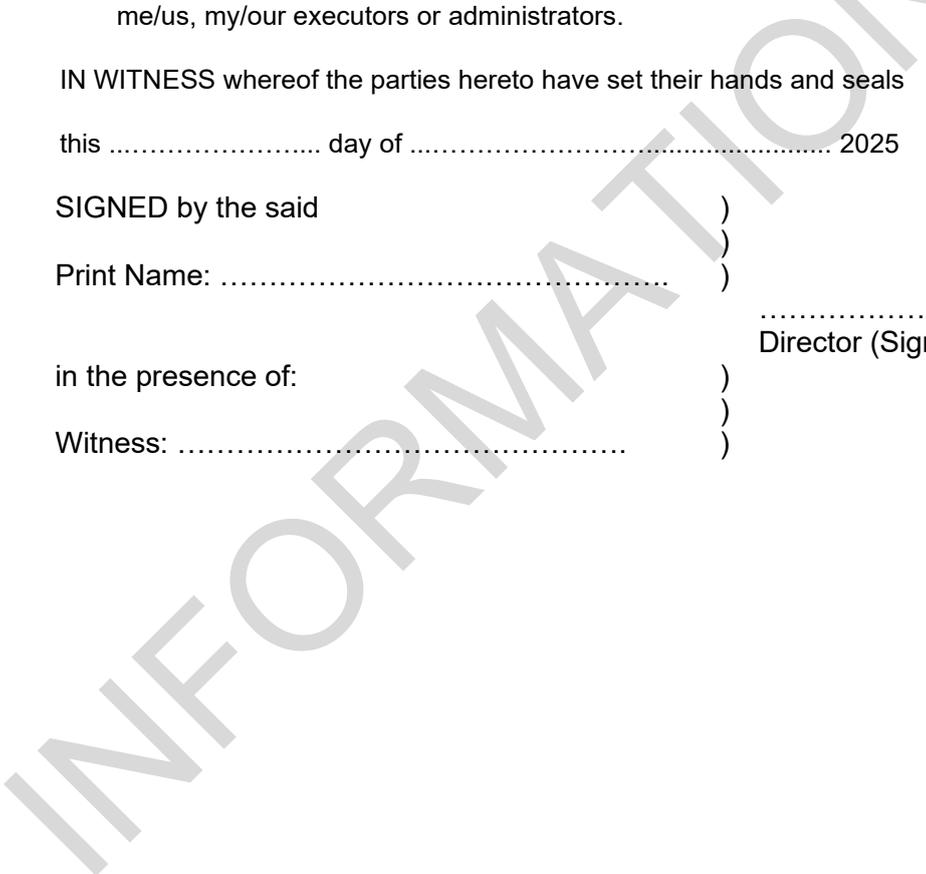
IN WITNESS whereof the parties hereto have set their hands and seals

this day of 2025

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 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.

Land	1258 EDGARS ROAD, WOLLERT VIC 3750
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Vendor's name	Lenora Maria Deniese	Date	/ /
Vendor's signature	_____		
Vendor's name	Lloyd Deniese	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):

Are contained in the attached certificate

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

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

(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 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

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)

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 12072 FOLIO 733

Security no : 124129111213D
Produced 17/10/2025 05:51 PM

LAND DESCRIPTION

Lot 425 on Plan of Subdivision 805553U.
PARENT TITLE Volume 12047 Folio 263
Created by instrument PS805553U 17/04/2019

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
LENORA MARIA DENIESE
LLOYD DENIESE both of 31 STONEBRIDGE RISE EPPING VIC 3076
AU945924F 25/10/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU945925D 25/10/2021
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS805553U 17/04/2019

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
AR724785C 05/12/2018

DIAGRAM LOCATION

SEE PS805553U 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: 1258 EDGARS ROAD WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 25/10/2021

DOCUMENT END



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PLAN OF SUBDIVISION	EDITION 2	PS805553U
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LOCATION OF LAND PARISH: WOLLERT TOWNSHIP: SECTION: 17 CROWN ALLOTMENT: CROWN PORTION: 2 TITLE REFERENCE: Vol.12047 Fol.263 LAST PLAN REFERENCE: Lot P on PS749028A POSTAL ADDRESS: 220 Craigieburn Road (at time of subdivision) WOLLERT 3750 MGA CO-ORDINATES: E: 323 980 ZONE: 55 (of approx centre of land in plan) N: 5 836 480 GDA 94	Council Name: Whittlesea City Council Council Reference Number: 609511 Planning Permit Reference: 716423 SPEAR Reference Number: S103709T Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 13/12/2017 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: Renee Kueffer for Whittlesea City Council on 04/04/2019 Statement of Compliance issued: 04/04/2019
--	--

VESTING OF ROADS AND/OR RESERVES		NOTATIONS
IDENTIFIER	COUNCIL/BODY/PERSON	Lots 401 - 464 on this plan may be affected by one or more restrictions. Refer to Creation of Restrictions A, B & C on Sheets 8 and 9 of this plan for details.
ROAD R1 Reserve No.1	Whittlesea City Council	
Reserve No.2	Whittlesea City Council AusNet Electricity Services Pty Ltd	
NOTATIONS		DEPTH LIMITATION: Does Not Apply SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. 716423
LYNDARUM NORTH - RELEASE 4 Area of Release: 4.287ha No. of Lots: 64 lots and Balance Lots R, T, U and V		
EASEMENT INFORMATION LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)		

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
SEE SHEET 2 FOR EASEMENT DETAIL				

PS805553U

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	Transmission of Electricity	See Diag.	Inst. E186571	State Electricity Commission of Victoria
E-2	Drainage	See Diag.	PS749028A	Whittlesea City Council
E-3	Drainage	See Diagram	This Plan	Whittlesea City Council
	Sewerage			Yarra Valley Water Corporation
E-4	Drainage	See Diag.	This Plan	Whittlesea City Council
E-5	Sewerage	See Diag.	This Plan	Yarra Valley Water Corporation
E-6	Carriageway, Drainage, Sewerage, Supply of Water, Gas, Electricity and Transmission of Telecommunication Signals by Underground Cables.	See Diagram	PS749028A	Whittlesea City Council
	Sewerage & Water Supply			Yarra Valley Water Corporation
	Power Line		PS749028A Sec 88 Electricity Industry Act 2000	AusNet Electricity Services Pty Ltd
E-7	Footway, Drainage, Sewerage, Supply of Water, Gas, Electricity and Transmission of Telecommunication Signals by Underground Cables.	See Diagram	This Plan	Whittlesea City Council
	Sewerage & Water Supply			Yarra Valley Water Corporation
	Power Line		This Plan Sec 88 Electricity Industry Act 2000	AusNet Electricity Services Pty Ltd
E-8	Party Wall	0.15m	This Plan	Relevant Abutting Lot on This Plan



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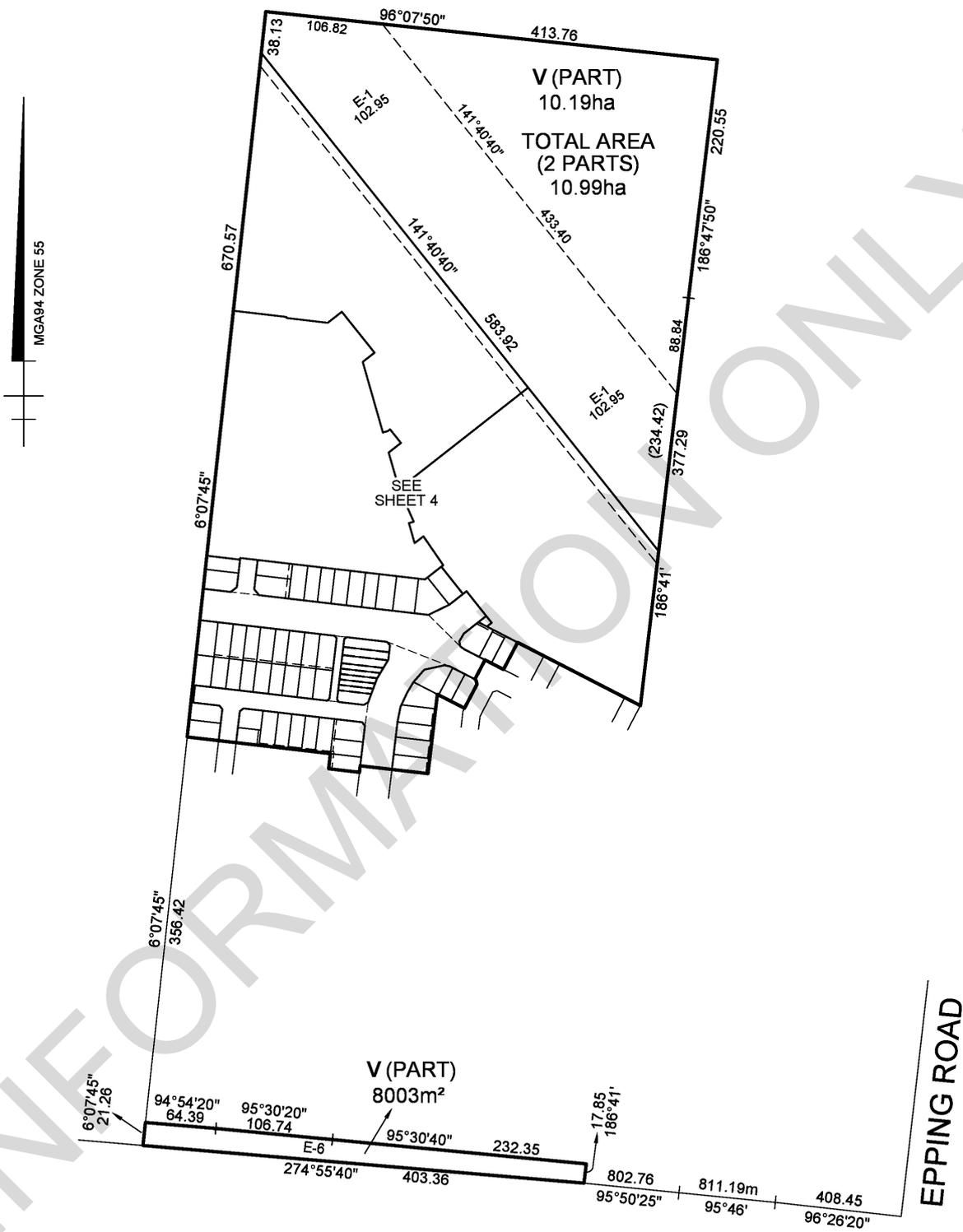
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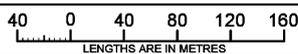
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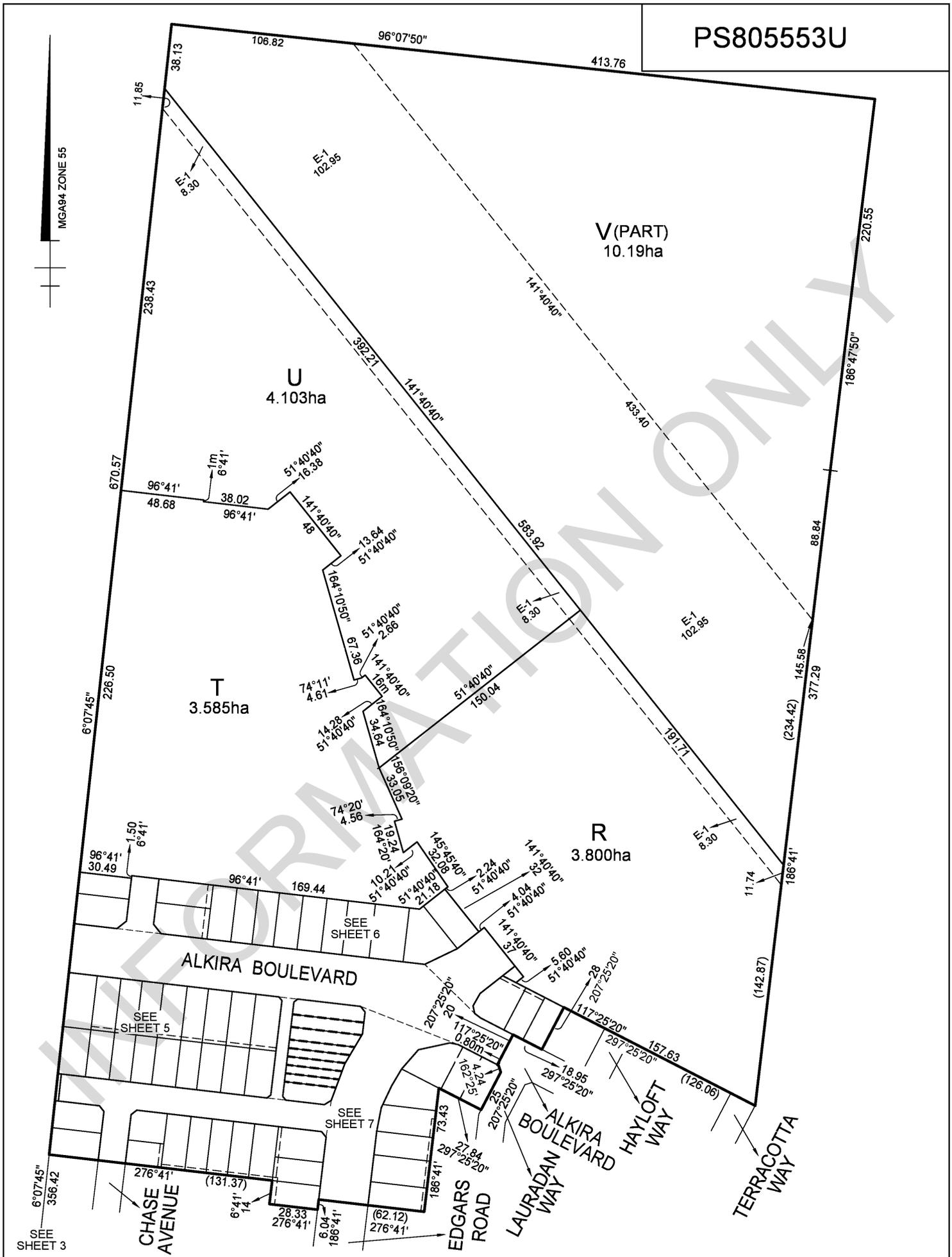
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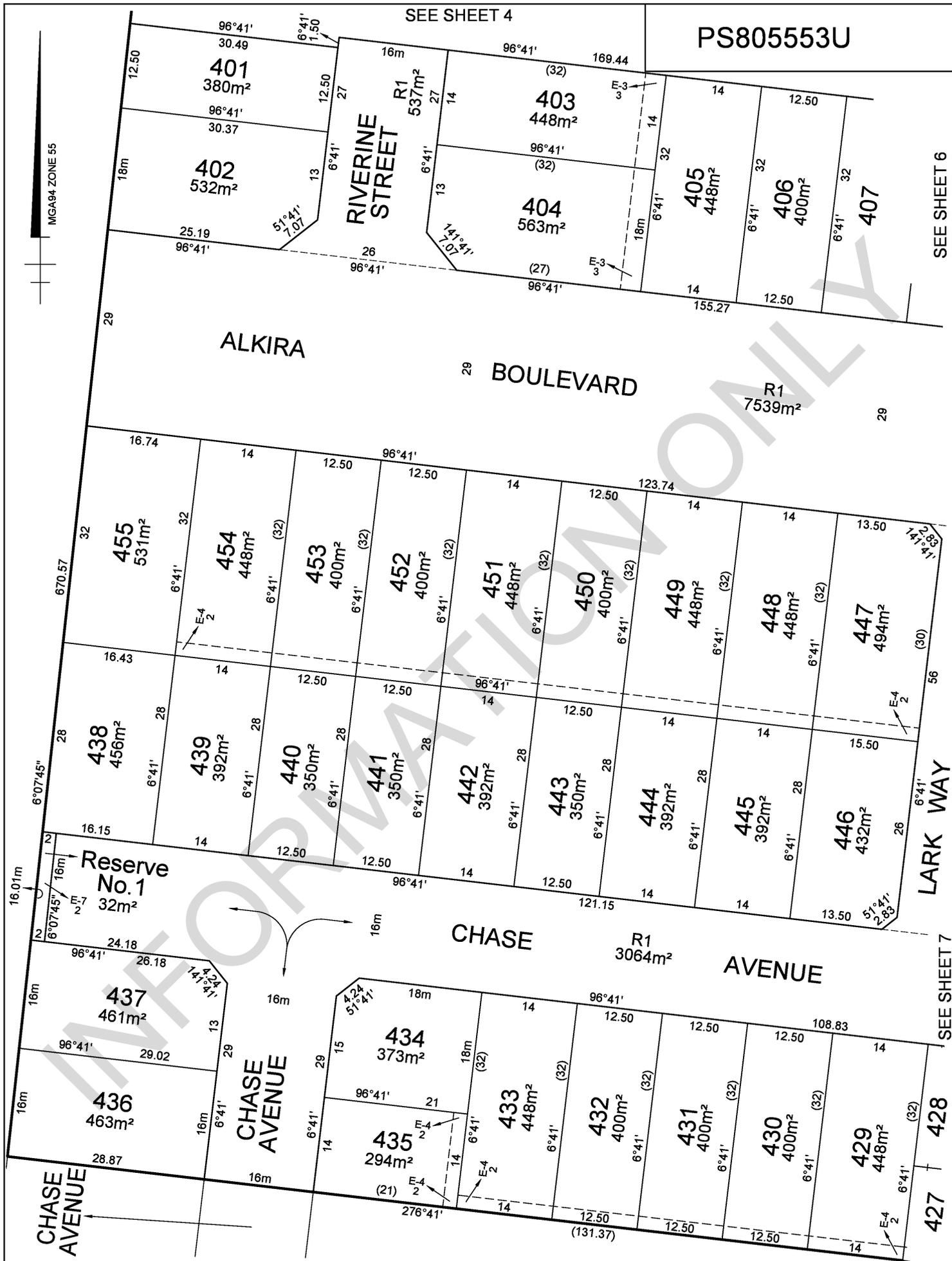
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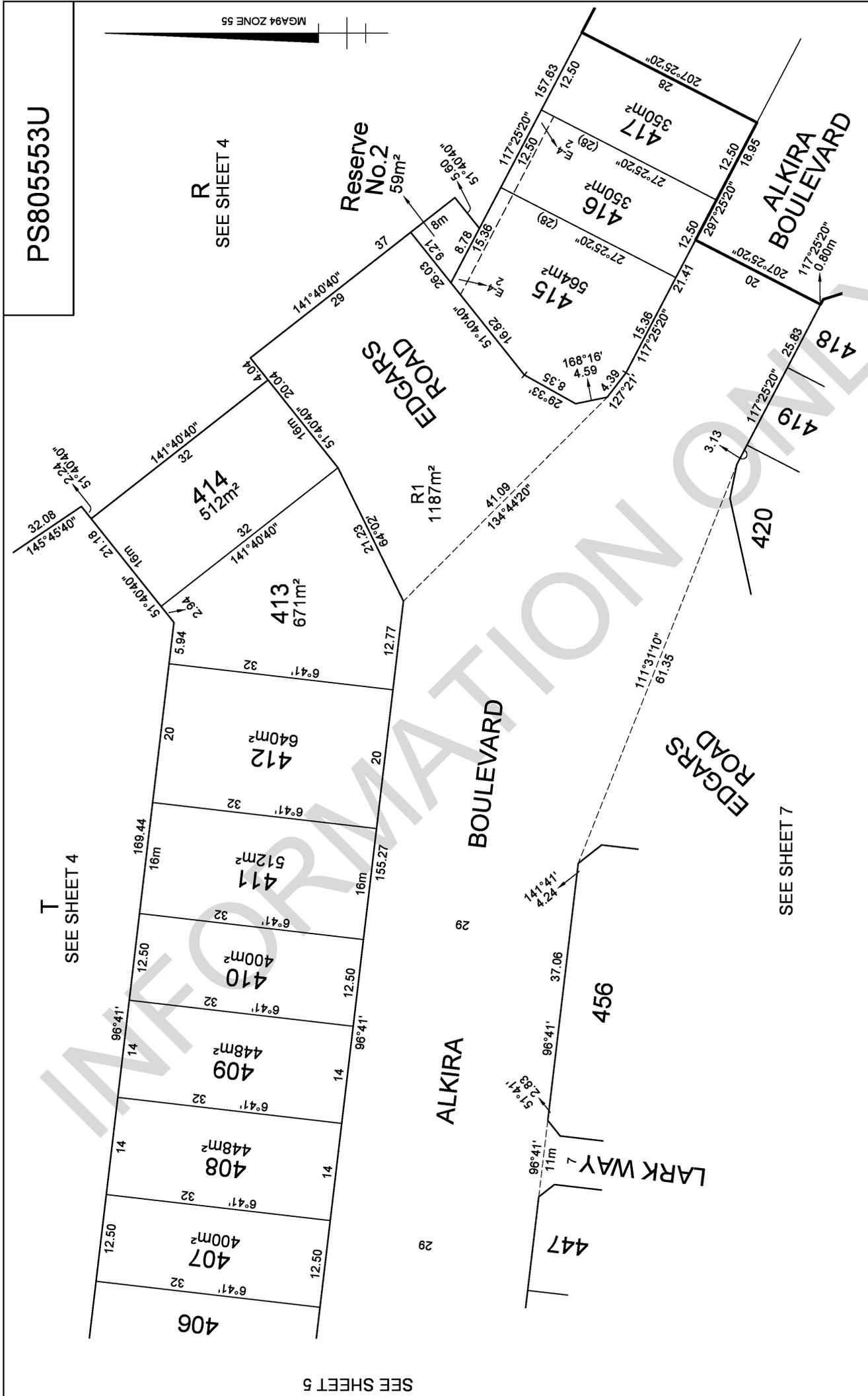
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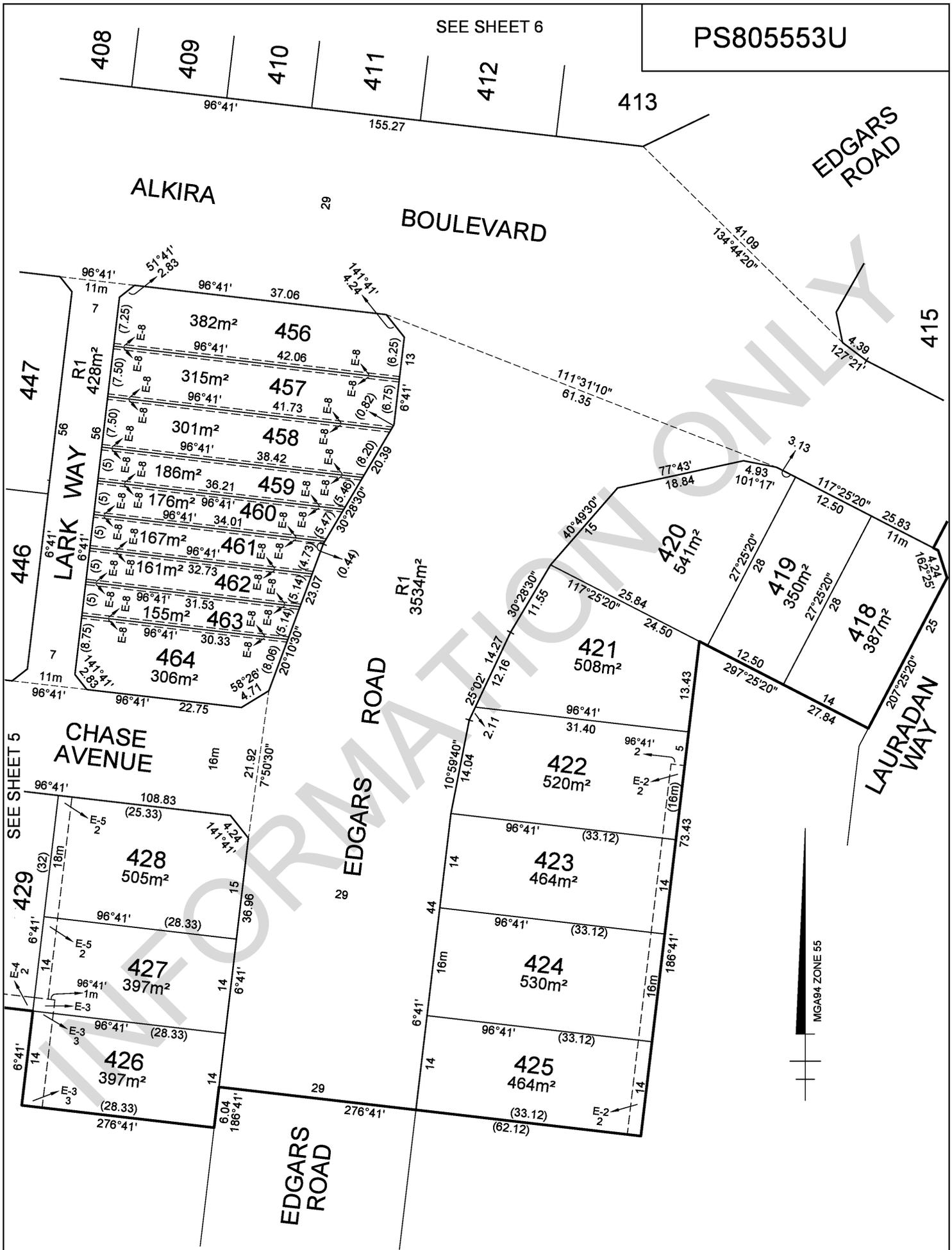
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	SCALE 1:500 LENGTHS ARE IN METRES	5 0 5 10 15 20	5 0 5 10 15 20	Ref. 20225-S4



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PS805553U

CREATION OF RESTRICTION 'A'

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: See Table 1 below.
 LAND TO BENEFIT: See Table 1 below.

DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of any burdened lot to which this restriction applies must not:

1. Construct or allow to be constructed or remain on the lot or any part of it, any dwelling house with a setback of less than 4m or greater than 6m from the front boundary of the lot, except with the written consent of Wollert JV Nominee Pty Ltd.
2. Construct or allow to be constructed or remain on the lot or any part of it, any garage with a setback less than 5 metres from the front boundary of the lot.
3. Construct or allow to be constructed or remain on the lot or any part of it, any garage on the lot other than a single garage where the width of the lot is 10 metres or less at the lot frontage.
4. Construct or allow to be constructed or remain on the lot or any part of it, any dwelling or commercial building other than any dwelling or commercial building which incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.

Clause 1 of this restriction expires 5 years after the registration of this plan.

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
401	402
402	401
403	404, 405
404	403, 405
405	403, 404, 406
406	405, 407
407	406, 408
408	407, 409
409	408, 410
410	409, 411
411	410, 412
412	411, 413
413	412, 414
414	413
415	416
416	415, 417
417	416
418	419
419	418, 420
420	419, 421

TABLE 1 (Continued)

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
421	420, 422
422	421, 423
423	422, 424
424	423, 425
425	424
426	427
427	426, 428, 429
428	427, 429
429	427, 428, 430
430	429, 431
431	430, 432
432	431, 433
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438	439, 455
439	438, 440, 454
440	439, 441, 453
441	440, 442, 452

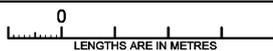
TABLE 1 (Continued)

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
442	441, 443, 451
443	442, 444, 450
444	443, 445, 449
445	444, 446, 448
446	445, 447
447	446, 448
448	445, 447, 449
449	444, 448, 450
450	443, 449, 451
451	442, 450, 452
452	441, 451, 453
453	440, 452, 454
454	439, 453, 455
455	438, 454
456	457
457	456, 458
458	457, 459
464	463



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CREATION OF RESTRICTION 'B'

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: Lots 401 to 464 on this plan.
 LAND TO BENEFIT: Lots 401 to 464 on this plan.

DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of any burdened lot to which this restriction must not :-

1. Construct or allow to be constructed or remain on the lot or any part of it, any building other than one private dwelling house with usual outbuildings without prior written consent from Wollert JV Nominee Pty Ltd and further development approval from Whittlesea City Council.
2. Construct or allow to be constructed or remain on the lot or any part of it any dwelling house or outbuilding without applicable plans and specifications first submitted to and approved by Wollert JV Nominee Pty Ltd and prepared in accordance with the Lyndarum North Design Guidelines and then only in compliance with any condition imposed by Wollert JV Nominee Pty Ltd in respect of that approval.

This restriction expires 5 years after the registration of the plan.

CREATION OF RESTRICTION 'C'

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: See Table 2 below.
 LAND TO BENEFIT: See Table 2 below.

DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of any burdened lot to which this restriction applies must not :-

1. Construct or allow to be constructed or remain on the lot or any part of it, any dwelling house or garage other than a dwelling house or garage which has been built in accordance with the Small Lot Housing Code Type A incorporated into the Whittlesea Planning Scheme unless a planning permit is granted by the responsible authority for a dwelling house or garage that does not conform with the Small Lot Housing Code.
2. Construct or allow to be constructed or remain on the lot or any part of it, any dwelling house or commercial building other than any dwelling house or commercial building which incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.

TABLE 2

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
435	433, 434
459	458, 460
460	459, 461
461	460, 462
462	461, 463
463	462, 464



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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



Lodged by:

Name: MADDOCKS
 Phone: 03 9258 3555
 Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
 Ref: TGM:7528871
 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 11650 Folio 077

Responsible Authority: Whittlesea City Council of Civic Centre, Ferres Boulevard, South Morang, Victoria

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

A copy of the agreement is attached to this application

Signing

AUSTRALIAN LEGAL PRACTITIONER

Representing: Representing another

Signer Name: 

Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner

SIMON D'ANGELO
 727 Collins St, Melbourne 3008
 An Australian legal practitioner
 within the meaning of the Legal
 Profession Uniform Law (Victoria)

Certifications

1. The Certifier has taken reasonable steps to verify the identity of the applicant.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of: Whittlesea City Council

Signer Name: Simon D'Angelo

Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner

Signature: 

Execution Date: 5 December 2018

SIMON D'ANGELO
727 Collins St, Melbourne 3008
An Australian legal practitioner
within the meaning of the Legal
Profession Uniform Law (Victoria)





Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666

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

DX 259 Melbourne

Date 4/12/2018

AR724785C

05/12/2018 \$96.10 173



Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 220 Craigieburn Road

Purpose of Agreement: WIK for Infrastructure Projects, Land Projects and Public Open Space

City of Whittlesea

and

Greenwells Wollert Pty Ltd ACN 128 803 092



Maddocks



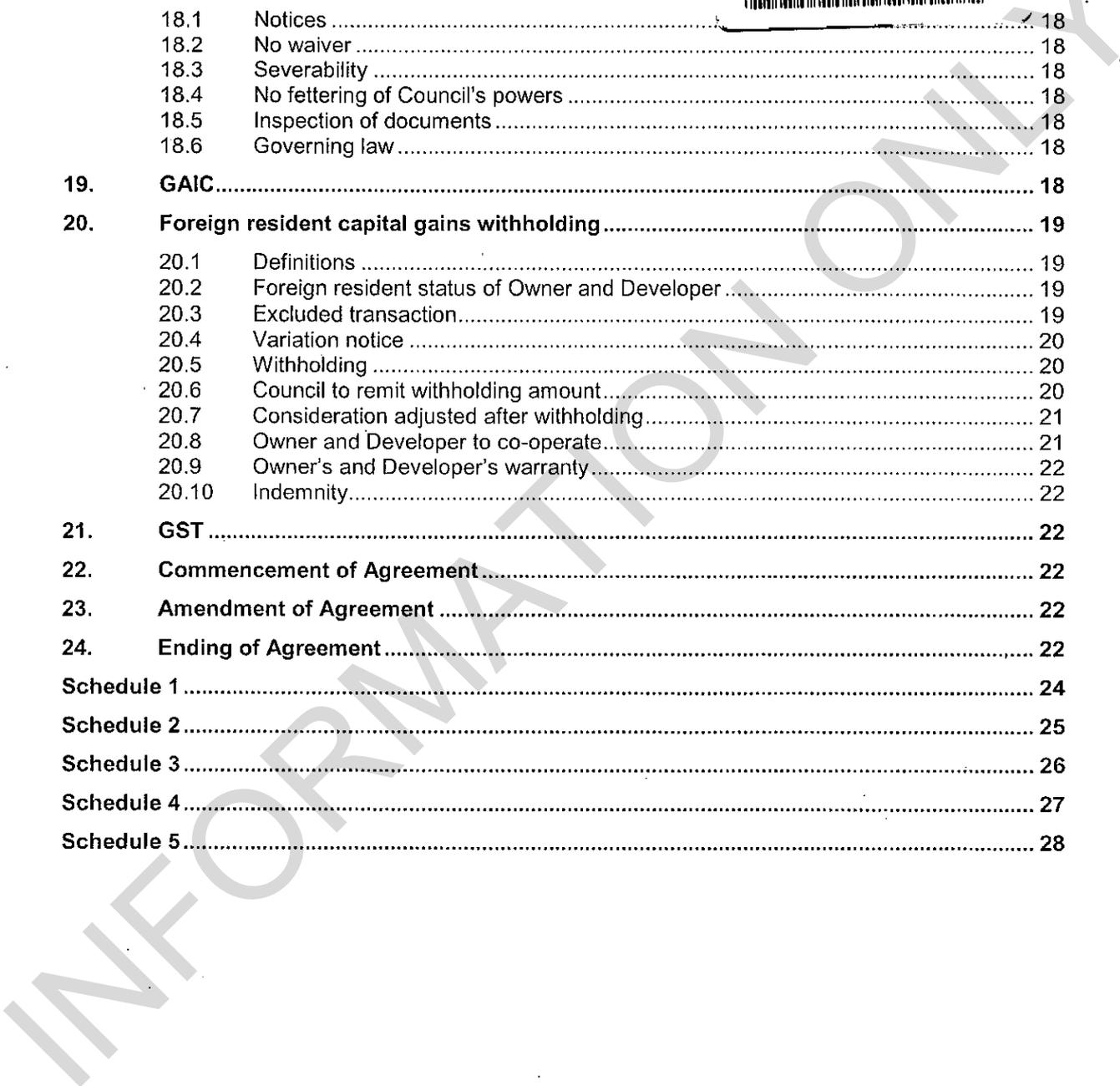
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- for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- for Council, info@whittlesea.vic.gov.au, or any other email address listed on Council's website; and
- for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Designs means the detailed design and engineering plans and specifications of an Infrastructure Project including associated landscape works for that project.

Developable Land means the area of land identified as developable land in the land use budget of the Development Contributions Plan.

Development Infrastructure Levy means the development infrastructure levy that is required to be paid upon development of the Subject Land calculated and adjusted in accordance with the Development Contributions Plan.

Development Contributions Plan or DCP means the Wollert Development Contributions Plan, being an incorporated document in the Planning Scheme.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.

Equalisation Payment means the amount specified in Schedule 3 as the Total Equalisation Payment due to Council or Owner, as appropriate.

GAIC means the Growth Areas Infrastructure Contribution imposed under the Act.

GST Act means the *New Tax System (Goods and Services Tax) Act 1999* (Cwlth), as amended from time to time.

Indexation means an annual adjustment to an amount, applied on the 1st of July each year, using:

- the CPI (all groups, Melbourne) as the adjustment index for Land Project;
- the CPI (all groups, Melbourne) as the adjustment index for the Averaged Equalisation Payment; and
- the Producer Price Index Numbers for Roads and Bridge Construction, Victoria published by the Australian Bureau of Statistics (Catalogue 6427.0, Table 17, Output of the Construction Industries, subdivision and class index numbers) –

and in all instances, for the June, September, December and March quarters occurring immediately before the beginning of the financial year in respect of which the indexed rate is being determined.

Infrastructure Project means a project identified in Schedule 1.

Inherent GAIC Liability means the current or future liability of the Subject Land for GAIC upon the happening of a GAIC event as defined and described in the Act whether before, at or after the vesting or transfer of the land in or to Council.



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Land Project means land which is described in Schedule 2 and which under this Agreement is required to be transferred to or vested in Council.

Localised Infrastructure means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices and which is not funded by the Development Contribution Plan.

Maintenance Period means the period specified in Schedule 4 commencing on the date of the Certificate of Practical Completion of an Infrastructure Project.

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.

Open Space Land means land for public open space identified in the Precinct Structure Plan and reflected in Schedule 3, and which is not an Infrastructure Project or a Land Project but is subject to an Equalisation Payment.

Open Space Land Value means the amount specified in Schedule 3 as the Open Space Land Value.

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

Party or Parties means the parties to this Agreement.

Party's Current Email means the email address of a party specified in this agreement or any other email address from time to time that a party notifies the other party of in writing.

Plan Checking Fee means the fee payable to Council or a referral authority by the Owner for checking engineering plans for an Infrastructure Project to the maximum amount of 0.75% of the Agreed Infrastructure Project Value.

Plan of Subdivision means a plan of subdivision which creates an additional lot which can be disposed of separately or which is intended to be used for a dwelling or which can be re-subdivided.

Planning Permit means the planning permit referred to in Schedule 5, as amended from time to time.

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

Precinct Structure Plan or PSP means the Wollert Precinct Structure, being an incorporated document in the Planning Scheme

Project Control Group means a group comprised of the Owner or a representative of the Owner and representative of Council established in accordance with clause 7.3.

Provision Trigger means the milestone or provision trigger set out in the relevant columns of Schedule 1, Schedule 2 or Schedule 3 as the case may be.

Residential Lot means a lot created by subdivision of the Subject Land which, in the opinion of Council, is of a size and dimension intended to be developed as a housing lot without further subdivision.





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Schedule means a schedule to this Agreement.

Stage is a reference to a stage of subdivision of the Subject Land.

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

Subject Land means all of the land described in Schedule 5 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.

Supervision Fee means, where the Council or a referral authority has appointed a person to supervise the construction of the works associated with an Infrastructure Project, the fee payable to Council by the Owner to supervise construction works associated with an Infrastructure Project to the maximum amount of 2.5% of the Agreed Infrastructure Project Value.



2. Interpretation

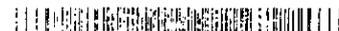
In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 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;
- 2.5 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;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 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
- 2.9 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:

- 3.1 record the terms and conditions on which Council agrees to the Owner undertaking an Infrastructure Project;



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- 3.2 record the terms and conditions on which Council agrees to the Owner providing the Land Project to Council;
- 3.3 to set out the agreed position in relation to the equalization of Open Space Land; and to
- 3.4 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

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

- 4.1 Council would not have consented to the Owner undertaking the Infrastructure Projects instead of paying the Development Infrastructure Levy without setting out the terms and conditions of this arrangement.
- 4.2 Council would not have consented to the Owner providing the Land Project instead of paying the Development Infrastructure Levy without setting out the terms and conditions of this arrangement.
- 4.3 To record the Parties agreement on the equalisation of Open Space Land.
- 4.4 To satisfy condition 9(b) and (c) of the Planning 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. Payment of Development Infrastructure Levy

The Parties agree that:

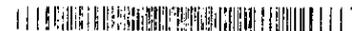
- 6.1 subject to the Owner's entitlement to a Credit, the Owner is not required to pay the Development Infrastructure Levy in cash on a stage-by-stage basis; and
- 6.2 any component of the Development Infrastructure Levy in respect of the Subject Land which is not offset by an entitlement to a Credit under this Agreement must be paid to Council prior to the issue of the Statement of Compliance for subdivision of the Subject Land as a result of which the obligation to pay the Development Infrastructure Levy in cash arises.

7. Works in kind

7.1 Construction of Infrastructure Projects

The Owner must construct the Infrastructure Projects:

- 7.1.1 in accordance with the Approved Plans;



- 7.1.2 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 7.2.1;
- 7.1.3 in accordance with any Public Infrastructure Plan or the like endorsed under the Planning Permit;
- 7.1.4 in accordance with any Construction Program approved by Council; and
- 7.1.5 otherwise to the satisfaction of Council in its capacity as the Development Agency.

7.2 Time for completion of Infrastructure Projects

The Owner agrees that if the Owner does not construct and complete an Infrastructure Project by the relevant Provision Trigger for an Infrastructure Project, Council may:

- 7.2.1 in its capacity as the Collecting Agency, in writing, extend the timeframe; or
- 7.2.2 in its capacity as Council, refuse to issue any Statements of Compliance in respect of the development of the Subject Land until the Infrastructure Project is completed to the satisfaction of Council in its capacity as Development Agency.

7.3 Project Control Group

The Project Control Group must:

- 7.3.1 be established to discuss the Construction Program associated with any Infrastructure Project and the general progress of the Infrastructure Project;
- 7.3.2 include representatives of Council and the Owner or the Owner's representatives; and
- 7.3.3 hold meetings at intervals to the satisfaction of Council.

7.4 Obligation to complete Infrastructure Projects once commenced

The Owner agrees that when the Owner commences construction works associated with an Infrastructure Project, the Owner must complete the Infrastructure Project in accordance with this Agreement regardless of whether the total cost of completing the Infrastructure Project exceeds the Infrastructure Project Value.

7.5 Infrastructure Project Value

The Parties agree that the Agreed Infrastructure Project Value is a fixed amount subject only to Indexation up to the time of the Provision Trigger.

7.6 Design of Infrastructure Projects

The Owner agrees that:

- 7.6.1 the Owner must, at the full cost of the Owner, prepare the Designs of the Infrastructure Projects in accordance with the PSP and DCP and the Planning Permit, and submit the Designs to Council for approval;
- 7.6.2 approval of the Designs will be reflected in a set of plans and specifications endorsed by Council as the Approved Plans;
- 7.6.3 the Owner must obtain all necessary permits and approvals for the Infrastructure Projects; and





7.6.4 prior to awarding any contract for the Infrastructure Projects, the Owner must submit to Council for approval:

- (a) a copy of the terms and conditions of the contract to be awarded; and
- (b) a copy of the proposed Construction Program.

7.7 Variation of Approved Plans

Upon the approval by Council of the Designs (Approved Plans) there will be no further variations to the Approved Plans without the prior written consent of Council in its capacity as Development Agency.

7.8 Construction of Infrastructure Projects

In carrying out the Infrastructure Projects:

- 7.8.1 the Owner is responsible for all design and construction risks in relation to the Infrastructure Projects;
- 7.8.2 Council has no responsibility for any costs incurred by the Owner in constructing an Infrastructure Project in accordance with this Agreement beyond the Agreed Infrastructure Project Value.

7.9 Standard of work

In addition to any other requirement in this Agreement, the Owner agrees that all work for an Infrastructure Project must:

- 7.9.1 accord with the Approved Plans;
- 7.9.2 be fit and structurally sound, fit for purpose and suitable for its intended use;
- 7.9.3 comprise best industry practice to the extent required by the Approved Plans;
- 7.9.4 not encroach upon any land other than the land shown in the Approved Plans; and
- 7.9.5 comply with any relevant current Australian Standard unless otherwise agreed in writing by Council in its capacity as development agency.

7.10 Access to land

Before accessing land owned by Council or a third party for the purpose of constructing an Infrastructure Project or undertaking any maintenance or repair of defects in respect of the Infrastructure Project in accordance with this Agreement, the Owner must satisfy Council or if requested by a third party, that person, that the Owner has:

- 7.10.1 consent of the owner of land to access such land;
- 7.10.2 satisfied any condition of such consent;

7.11 The Owner must put in place all proper occupational health and safety plans as may be required under any law of the State of Victoria for that purpose.

7.12 Subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project to be constructed and completed, maintained or repaired in accordance with this Agreement.



8. Certificate of Practical Completion

8.1 Certificate of Practical Completion

Council must issue a Certificate of Practical Completion for an Infrastructure Project when the Infrastructure Project, or any stage of it as specified in this Agreement or as otherwise agreed with Council in its capacity as Development Agency, has been completed to the satisfaction of Council in its capacity as Development Agency in accordance with this Agreement.

8.2 Procedure for Certificate of Practical Completion

The Parties agree that:

- 8.2.1 upon the completion of an Infrastructure Project, the Owner must notify Council and any other relevant authority;
- 8.2.2 within 14 days of receiving notice of the completion of an Infrastructure Project from the Owner, Council will arrange for it and any other relevant authority to promptly inspect the Infrastructure Project and determine whether Council will issue a Certificate of Practical Completion;
- 8.2.3 prior to Council being required to issue a Certificate of Practical Completion, the Owner must provide to Council:
 - (a) a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Infrastructure Project;
 - (b) a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project;
- 8.2.4 if Council is not satisfied with the Infrastructure Project, Council may refuse to issue a Certificate of Practical Completion provided Council:
 - (a) identifies in what manner the Infrastructure Project is not satisfactorily completed; and
 - (b) what must be done to satisfactorily complete the Infrastructure Project;
- 8.2.5 Council may, notwithstanding any other provision in this Agreement, determine to issue a Certificate of Practical Completion if Council in its capacity as Development Agency is satisfied that the proper construction of the Infrastructure Project can be secured or otherwise guaranteed to its satisfaction.

9. Transfer of ownership

9.1 Transfer

The ownership of a Land Project or an Infrastructure Project will be transferred to Council upon:

- 9.1.1 the registration of a plan of subdivision in the case of a Land Project; and
- 9.1.2 upon the issue of a Certificate of Practical Completion in the case of any other Infrastructure Project.

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9.2 Maintenance of Infrastructure Projects

Following the transfer of ownership in accordance with clause 9.1, and upon completion of the Maintenance Period, Council will be responsible for all ongoing repairs and maintenance of the Infrastructure Projects.

9.3 Bank Guarantee

The Owner agrees that:

- 9.3.1 prior to the issue of a Certificate of Practical Completion for an Infrastructure Project, the Owner must provide Council with a Bank Guarantee in respect of that Infrastructure Project;
- 9.3.2 if the Owner fails to comply with a reasonable written direction from Council to undertake maintenance to an Infrastructure Project, Council may at its absolute discretion use the Bank Guarantee to correct any defects; and
- 9.3.3 the Bank Guarantee will be returned to the Owner after the Maintenance Period, less any amount applied to correcting any defects in the Infrastructure Project.

10. Land Project

10.1 Transfer or vesting of Land Project

The Owner must transfer to or vest in Council each Land Project:

- 10.1.1 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 10.2;
- 10.1.2 with all services to be available as specified in the relevant column of Schedule 2;
- 10.1.3 free of all encumbrances, including any structure, debris, waste, refuse and contamination, except as agreed by Council;
- 10.1.4 free of any fees and charges associated with the delivery of the site; and
- 10.1.5 otherwise in a condition that is to the satisfaction of Council in its capacity as Development Agency.

10.2 Time for transfer or vesting of Land Project

If the Owner does not, or has demonstrated that it will not, meet the Provision Trigger for a Land Project, Council may:

- 10.2.1 at its absolute discretion extend the timeframe; or
- 10.2.2 refuse to issue any Statements of Compliance in respect of the development of the Subject Land relevant to that Provision Trigger until the Land Project has been transferred to or vested in Council.

10.3 Agreed Land Value

The Owner agrees that the Agreed Land Value:

- 10.3.1 is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;



- 10.3.2 is a fixed amount subject to Indexation up to the time of the Provision Trigger;
- 10.3.3 replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of the Land Project; and

10.4 The Owner agrees that upon payment being made in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Agreed Land Value, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of the Land Project.

10.5 Environmental Assessment

The Owner covenants and agrees that prior to transferring to or vesting the Land Project to or in Council, the Owner must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and unequivocally states that the Land Project is suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

11. Public Open Space

11.1 Open Space Land

The Owner must transfer to or vest in Council for municipal purposes the Open Space Land:

- 11.1.1 with all utility services available to the Open Space Land;
- and
- 11.1.2 as part of and upon the registration of any Plan of Subdivision for the Subject Land containing the Open Space Land; or
- 11.1.3 within 60 days of the issue of a Building Permit for a building on the Subject Land - whichever occurs earlier.

11.2 Environmental Assessment

The Owner covenants and agrees that prior to transferring to or vesting the Open Space Land to or in Council, the Owner must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and unequivocally states that the Open Space Land is suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

11.3 Value of Open Space Land

The Open Space Land Value is an amount which is fixed in accordance with Schedule 3 subject only to Indexation.

11.4 Equalisation Payment

The Parties agree that if an Equalisation Payment is to be paid by one party (payee) to another party (recipient) under this Agreement:

- 11.4.1 The payee will pay the Equalisation Payment to recipient in the form of a single payment at the final stage of development; and



11.4.2 payment in accordance with clause 11.4.1 must be made within 30 days of a written request from the recipient.

11.5 Council acknowledgement

Where the Owner is the payee under clause 11.4, the Parties acknowledge and agree that upon the Owner satisfying its obligations under clause 11, the Owner will have fulfilled its obligations under the Planning Scheme and the *Subdivision Act 1988* in relation to making a public open space contribution in respect of the Subject Land.

12. Credit and processing of credits

12.1 Credit

The Parties agree that:

- 12.1.1 the Owner will be entitled to a Credit for the Agreed Infrastructure Project Value from the commencement of this Agreement;
- 12.1.2 the Owner will be entitled to a Credit for the Agreed Land Value from the commencement of this Agreement;
- 12.1.3 any Credit upon which the Owner is entitled will be subject to Indexation up to the day of the Provision Trigger;
- 12.1.4 the Owner will not be required to pay the Development Infrastructure Levy in cash until the Credit has been exhausted, determined as set out in Clause 12.1.5;
- 12.1.5 prior to the issue of a Statement of Compliance by Council for a Stage, Council must:
 - (a) calculate the Development Infrastructure Levy payable for such Stage(s) as at that date; and
 - (b) deduct the amount calculated under clause (a) from the Credit until the Credit has been exhausted;
- 12.1.6 when the amount of the Development Infrastructure Levy payable in relation to a Stage exceeds the amount of the Credit remaining:
 - (a) in relation to that Stage, the Owner must pay in cash an amount equal to the amount of the Development Infrastructure Levy payable in relation to that Stage that exceeds the amount of Credit remaining prior to the issue of a Statement of Compliance; and
 - (b) in relation to subsequent Stages, the Owner must pay the Development Infrastructure Levy in cash prior to the issue of a Statement of Compliance.

13. Localised Infrastructure

The Parties acknowledge that:

13.1 this Agreement is intended to relate only to the infrastructure that is funded by the Development Contributions Plan and not Localised Infrastructure; and

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- 13.2 compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

14. Further obligations of the Parties

14.1 Transaction costs

Where the Owner is required to transfer or vest land, the Owner is responsible for the payment of all costs and disbursements associated with that transfer or vesting as the case may be.

14.2 Notice and registration

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

14.3 Further actions

The Owner:

- 14.3.1 must do all things necessary to give effect to this Agreement;
- 14.3.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act; and
- 14.3.3 agrees to do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

14.4 Fees

Within 14 days of a written request for payment, the Owner must pay to Council any:

- 14.4.1 Plan Checking Fee;
- 14.4.2 Supervision Fee;

as required under the *Subdivision Act 1988* and any regulations under that Act.

14.5 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's reasonable costs and expenses (including reasonable legal expenses) relating to this Agreement, including:

- 14.5.1 drafting, finalising, signing, recording and enforcing this Agreement;
- 14.5.2 drafting, finalising and recording any amendment to this Agreement; and
- 14.5.3 drafting, finalising and recording any document to give effect to the ending of this Agreement.



14.6 Time for determining satisfaction

If Council makes a request for payment of:

- 14.6.1 a fee under clause 14.4; or
- 14.6.2 any costs or expenses under clause 14.5;

the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

14.7 Interest for overdue money

The Owner agrees that:

- 14.7.1 the Owner must pay to Council interest at the same rate used under section 227A of the *Local Government Act* 1989 on any amount due under this Agreement that is not paid by the due date; and
- 14.7.2 if interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

15. Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

16. Owner's warranties

16.1 The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, it is not aware of any other person that has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

16.2 The Owner warrants that:

- 16.2.1 each Land Project is free of contamination of any kind which would make the Land Project unsuitable for its intended purpose as set out in the Precinct Structure Plan; and
- 16.2.2 is in an environmental condition such as to be suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

17. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of titles of the Subject Land, the Owner must require successors in title to:

- 17.1 give effect to this Agreement; and
- 17.2 enter into a deed agreeing to be bound by the terms of this Agreement.



18. General matters

18.1 Notices

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

- 18.1.1 personally on the other Party;
- 18.1.2 by leaving it at the other Party's Current Address;
- 18.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 18.1.4 by email to the other Party's Current Email.

18.2 No waiver

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

18.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

18.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

18.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

18.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

19. GAIC

19.1 The Owner acknowledges and agrees that all land transferred to or vested in Council must have any Inherent GAIC Liability discharged prior to it being transferred to or vested in Council and to the extent it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council.

19.2 The Parties agree that clause 19.1 survives the termination of this Agreement

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- 19.3 The Owner agrees that the Owner must provide a certificate of release under section 201SY of the Act confirming the release of the land referred to in clause 19.1 from its Inherent GAIC Liability.

20. Foreign resident capital gains withholding

20.1 Definitions

For the purposes of this clause, the following definitions apply:

Clearance Certificate means a valid clearance certificate under section 14-220(1) of Schedule 1 to the Tax Act.

Consideration means any monetary and non-monetary consideration including a Credit required to be paid or given by Council to the Owner for the transfer or vesting of a Land Project or in respect of the equalisation of Open Space Land under this Agreement.

Excluded Transaction has the meaning given to that term in section 14-215 of Schedule 1 to the Tax Act.

Statement of Compliance has the same meaning as in the Subdivision Act 1988

Tax Act means the *Taxation Administration Act 1953* (Clwth)

Variation Amount means, where the Owner or the Developer have served a Variation Notice on Council, the amount required to be withheld as specified in the Variation Notice.

Variation Notice means a valid variation notice issued by the Australian Taxation Office in respect of a variation application made under section 14-235(2) of Schedule 1 of the Tax Act.

20.2 Foreign resident status of Owner and Developer

The Owner and Developer are taken to be foreign residents under Subdivision 14-D of Schedule 1 to the Tax Act unless the Owner and the Developer give to Council a Clearance Certificate no later than 10 Business Days before the Subject Land is transferred to or vested in Council.

20.3 Excluded transaction

20.3.1 Clause 20.5 does not apply if:

- (a) the transfer or vesting of the Land Project or the Open Space Land is an Excluded Transaction; and
- (b) the Owner and the Developer provides Council with all information and documentation to satisfy Council that the transfer or vesting of the Land Project or the Open Space Land is an Excluded Transaction no later than 10 Business Days before the Land Project or the Open Space land as the case may be is transferred to or vested in Council's ownership.

20.3.2 Without limiting clause 20.3.1, the transfer or vesting of a Land Project or Open Space Land is an Excluded Transaction if the market value of the Land Project or Open Space Land as at the date of this Agreement is less than \$750,000.



20.4 Variation notice

If the Owner and the Developer provide Council with a Variation Notice prior to the transfer or vesting of the Land Project and Open Space Land, then Council will adjust the withholding amount (as specified in clause 20.5 below) in accordance with the Variation Notice.

20.5 Withholding

20.5.1 This clause 20.5 applies if the Owner and the Developer are taken to be foreign residents under clause 20.2 and the Owner and the Developer have not satisfied Council that the transfer or vesting of the Land Project is an Excluded Transaction under clause 20.3.

20.5.2 Subject to clauses 20.5.3 and 20.5.4, Council will deduct from any monetary consideration payable to the Owner and the Developer an amount equal to:

- (a) 12.5% of the Consideration (excluding GST) in accordance with section 14-200(3) of Schedule 1 to the Tax Act; or
- (b) the Variation Amount, if the Owner and the Developer have provided Council with a Variation Notice in accordance with clause 20.4,

(withholding amount).

20.5.3 Subject to clause 20.5.4, if any monetary consideration payable to the Owner and the Developer is less than 12.5% of the Consideration, the Owner and the Developer must deliver to Council:

- (a) a cash payment equal to 10% of the Consideration (or such other amount as required by Council); or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 20.4 -

upon delivery of the executed form of this Agreement to Council or such other time as Council may have allowed in writing as notified to the Owner and the Developer.

20.5.4 If there is no Consideration specified in this Agreement, the Owner and the Developer must deliver to Council:

- (a) a cash payment equal to 12.5% of the market value of the Land Project and Open Space Land valued as at the date of this Agreement; or
- (b) the Variation Amount, if the Owner and the Developer have provided Council with a Variation Notice in accordance with clause 20.4,

upon delivery of the executed form of this Agreement to Council or such other time as Council may have allowed in writing as notified to the Owner and the Developer.

20.6 Council to remit withholding amount

20.6.1 Council agrees to:

- (a) pay the withholding amount or amounts determined under clause 20.5 to the Reserve Bank of Australia (on behalf of the Australian Taxation Office) by electronic funds transfer immediately after the earlier of:

AR724785C

05/12/2018 \$96.10 173



- (i) Council receiving a transfer of land in respect of the Land Project and Open Space Land, in registrable form; or
- (ii) the registration of a plan of subdivision which vests the Land Project or Open Space Land in Council's ownership;
- (b) provide the Owner and the Developer with a copy of the purchaser payment notification form submitted by Council to the Australian Taxation Office; and
- (c) provide the Owner and the Developer with a copy of any receipt of payment or proof of payment of the withholding amount issued by the Australian Taxation Office to Council.

20.7 Consideration adjusted after withholding

For the avoidance of doubt and notwithstanding anything else in this Agreement, the Consideration payable to the Owner and the Developer is reduced to the extent that a withholding amount is deducted from the Consideration under clause 20.5.

20.8 Owner and Developer to co-operate

20.8.1 The Owner and the Developer must:

- (a) not procure the registration of a plan of subdivision which vests a Land Project or Open Space Land in Council's ownership unless:
 - (i) a Clearance Certificate has been provided to Council; or
 - (ii) the Owner and the Developer and Council have agreed upon the amount to be withheld by and/or remitted by Council to the Australian Taxation Office in accordance with clause 20.5;
- (b) provide Council with 20 Business Days prior written notice of the lodgement of a plan of subdivision at Land Use Victoria which will have the effect of vesting any land in Council's ownership; and
- (c) notify Council immediately on the date on which a plan of subdivision registers which vests land in Council's ownership.

20.8.2 The Owner must provide Council with all information, documentation and assistance necessary to enable Council to comply with its obligation to pay the withholding amount within the time set out in section 14-200(2) of Schedule 1 to the Tax Act.



20.9 Owner's and Developer's warranty

The Owner and the Developer warrant that the information they provide to Council under this clause 20 is true and correct.

20.10 Indemnity

The Owner and Developer agree to indemnify Council against any interest, penalty, fine or other charge or expense incurred by Council as a result of the Owner or Developer's failure to comply with this clause 20.

21. GST

- 21.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.
- 21.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 21.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 21.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 21.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 21.3.

22. Commencement of Agreement

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

23. Amendment of Agreement

- 23.1 This Agreement may be amended in accordance with the Act.
- 23.2 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

24. Ending of Agreement

- 24.1 This Agreement ends:
 - 24.1.1 when the Owner has complied with all of the Owner's obligations under this Agreement; or
 - 24.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.

AR724785C

05/12/2018 \$96.10 173



- 24.2 Notwithstanding clause 24.1, the Owner may request in writing Council's consent to end the Agreement in respect of Residential Lots in any Stage upon the issue of a Statement of Compliance in respect of that Stage.
- 24.3 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.
- 24.4 Council will not unreasonably withhold its consent to a written request made pursuant to clause 24.1 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.
- 24.5 Upon the issue of a Statement of Compliance for a plan of subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends in respect of that part of the Subject Land in the plan of subdivision in accordance with section 177 of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.
- 24.6 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.
- 24.7 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

INFORMATION



Schedule 1

Infrastructure Projects

DCP Project No.	Description of the Infrastructure Project	Extent of Works	Agreed Infrastructure Project Value (\$FY2018/19)	Provision Trigger
IN-04c	Craigieburn Road/ Edgars Road Design and construction of arterial to boulevard connector 4 - way signalised intersection.	Interim on Ultimate Alignment	\$4,556,472	Prior to issue of Statement of Compliance for Stage 4

INFORMATION



Schedule 2

Land Project -

DCP Project No.	Description of the Land Project	Land Area as per DCP for Subject Land (fixed)	Provision Trigger	Land Value – per Hectare \$FY2018/19	Agreed Land Value (Total value for Land Project) \$FY2018/19
IN-04	Craigieburn Road/ Edgars Road Land for intersection (ultimate)	0.3379 ha	As defined in the Public Infrastructure Plan approved under Planning Permit as amended from time to time.	\$1,100,000	\$371,690

INFORMATION ONLY



Maddocks

Schedule 3

Open Space Land

Address / PSP Property ID)	Quantum of Open Space as per PSP	Provision Trigger	Land Value Rate (\$ per hectare) \$FY2018/19	Open Space Land Value \$FY2018/19	Required Passive Open Space Contribution (4.47% of Residential NDA)	Value of Required Open Space \$FY2018/19	Total Equalisation Payment ¹ \$FY2018/19
220 Craigieburn Road, Wollert (Property 13)	1.5094	As defined in the Public Infrastructure Plan approved under Planning Permit as amended from time to time.	1,100,000	\$1,660,365	1.5106	\$1,661,684	\$1,318.90
Total Equalisation Payment							\$1,318.90



¹ Note: Where the Total Equalisation Payment is negative, the Equalisation Payment will be due to the Owner by the Council, otherwise due to Council by the Owner.

INFORMATION ONLY



Schedule 4

Maintenance Period of an Infrastructure Project

Infrastructure Type	Maintenance Period
Soft landscaping	As per Planning Permit
Works	3 months

INFORMATION ONLY



Schedule 5

Subject Land

Address	PSP Property ID Number	Land	Mortgage Y/N	Planning Permit Ref
220 Craigieburn Road, Wollert	13	Certificate of Title Volume 11650 Folio 077	N	716423

INFORMATION ONLY



Maddocks

Signing Page

Signed, sealed and delivered as a deed by the Parties.

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



[Handwritten signature of Liana Thompson]

Signature of Delegate

LIANA THOMPSON

Full name (print)

DIRECTOR PARTNERSHIPS, PLANNING

Position held (print) & ENGAGEMENT

[Handwritten signature of George Saisanas]

Signature of Delegate

GEORGE SAISANAS

Full name (print) MANAGER

STRATEGIC PLANNING

Position held (print)



Executed by Greenwells Wollert Pty Ltd ACN 128 803 092 in accordance with s 127(1) of the Corporations Act 2001:

[Handwritten signature of Liana Thompson]

Signature of Director

[Handwritten signature of Liana Thompson]

Print full name

[Handwritten signature of Carol Thompson]

Signature of Director/Company Secretary

[Handwritten signature of Carol Thompson]

Print full name

INFORMATION

Created at 17 October 2025 05:54 PM

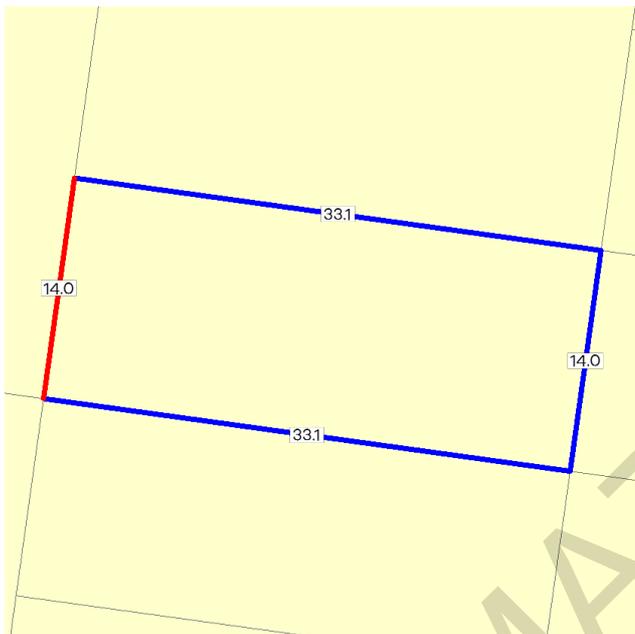
PROPERTY DETAILS

Address: **1258 EDGARS ROAD WOLLERT 3750**
Lot and Plan Number: **Lot 425 PS805553**
Standard Parcel Identifier (SPI): **425\PS805553**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1065176**
Directory Reference: **Melway 388 G10**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 464 sq. m

Perimeter: 94 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



 Selected Property

From www.planning.vic.gov.au at 17 October 2025 05:54 PM

PROPERTY DETAILS

Address: **1258 EDGARS ROAD WOLLERT 3750**
Lot and Plan Number: **Lot 425 PS805553**
Standard Parcel Identifier (SPI): **425\PS805553**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1065176**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 388 G10**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

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

[View location in VicPlan](#)

Note

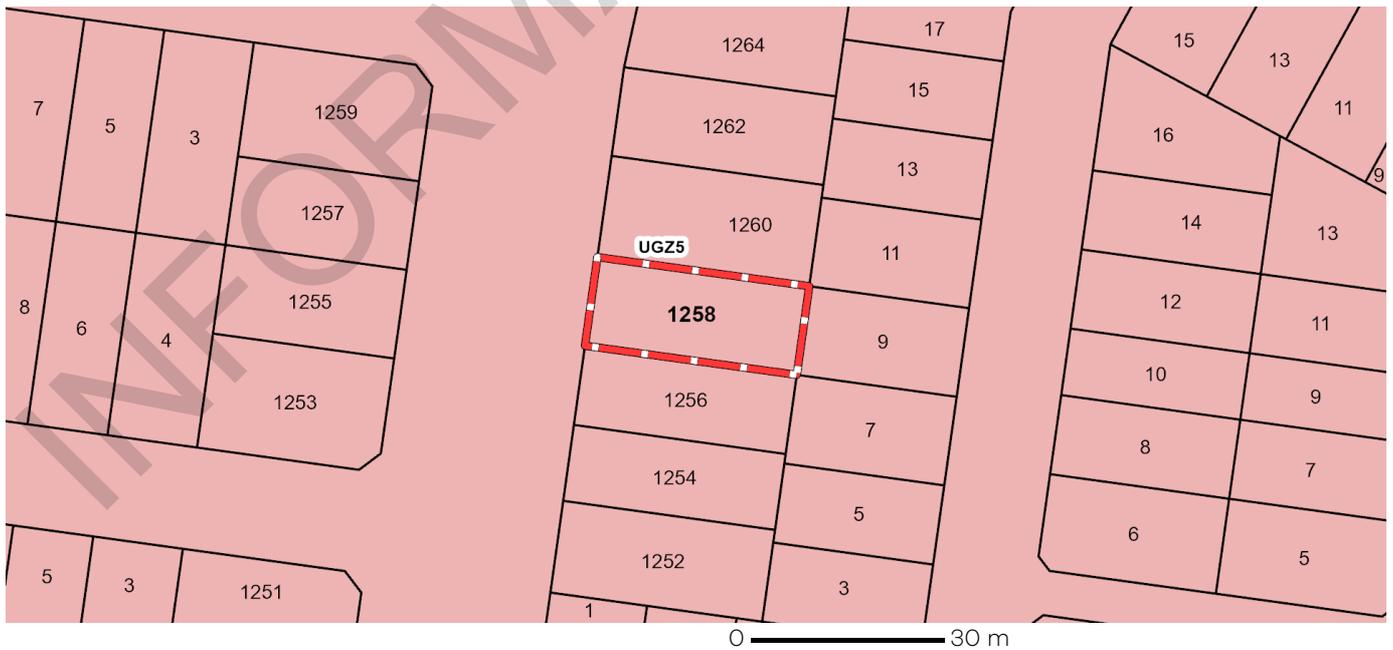
This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.

For more information about this project go to [Victorian Planning Authority](#)

Planning Zones

[URBAN GROWTH ZONE \(UGZ\)](#)

[URBAN GROWTH ZONE - SCHEDULE 5 \(UGZ5\)](#)



UGZ - Urban Growth

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

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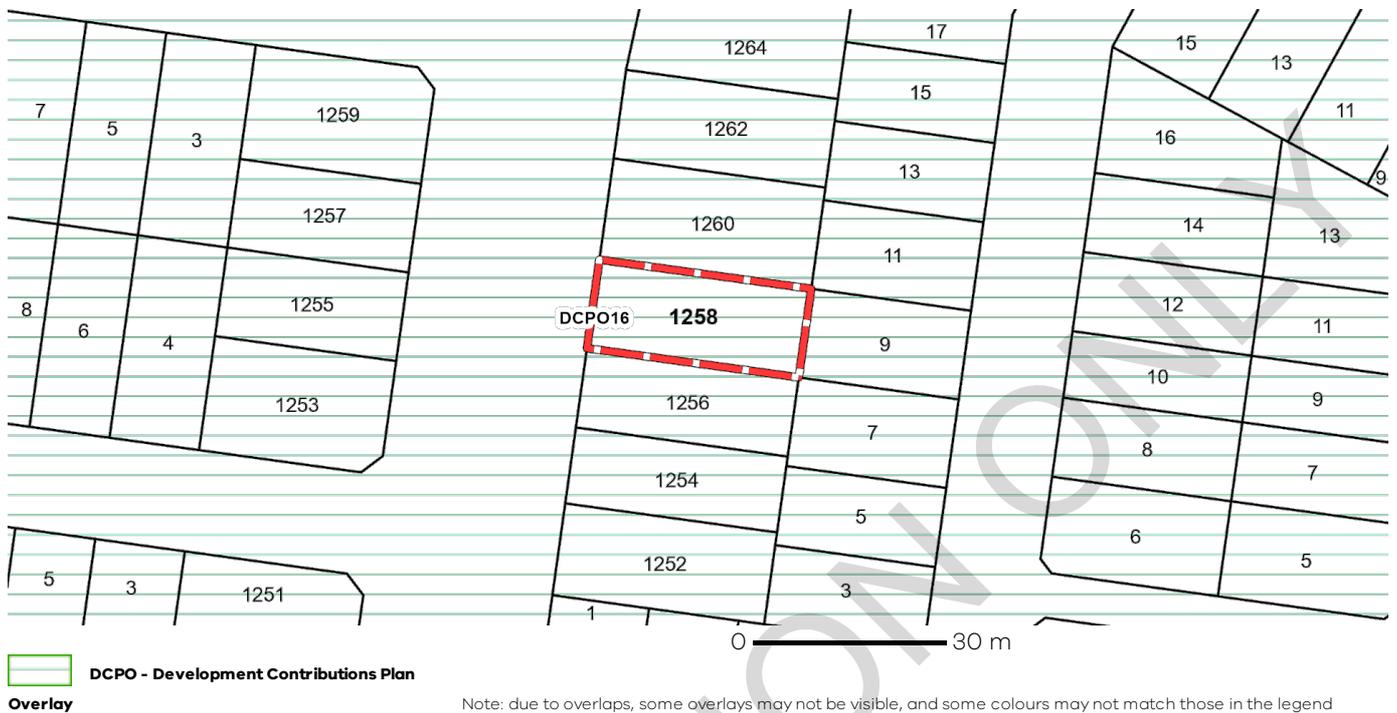
Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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 Overlay

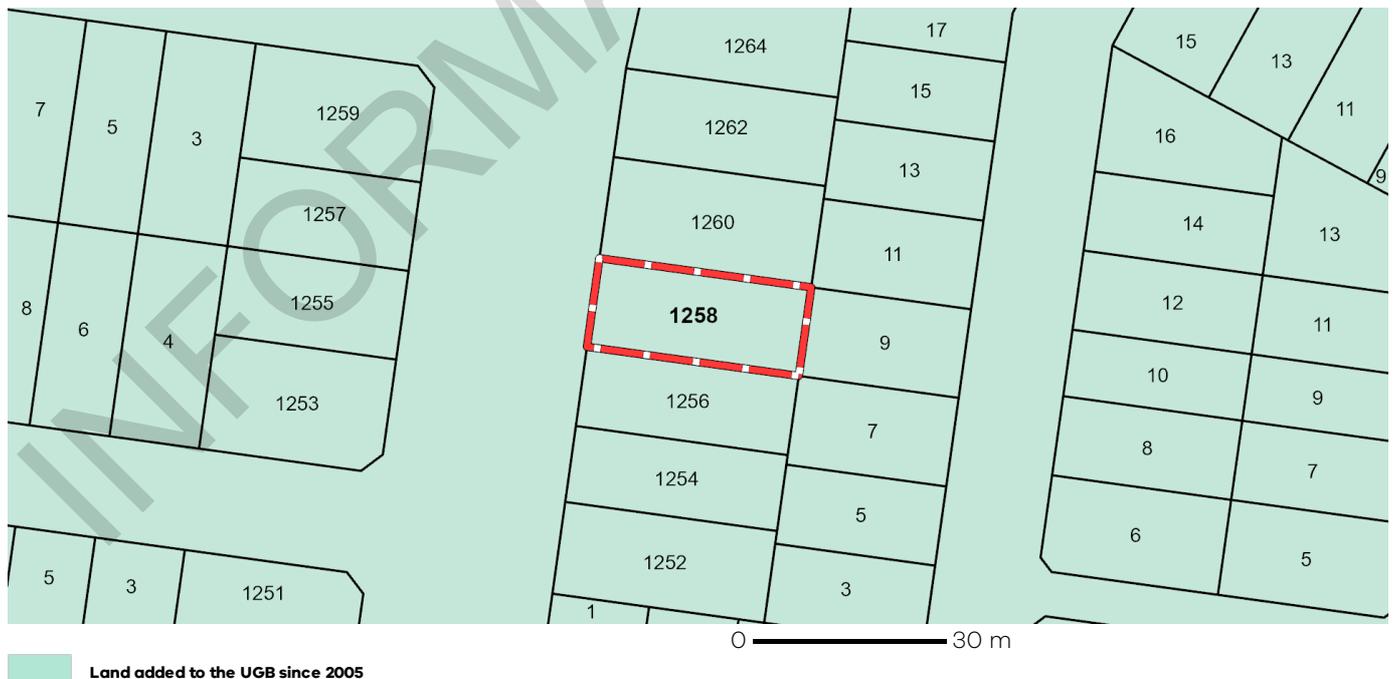
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 16 \(DCPO16\)](#)



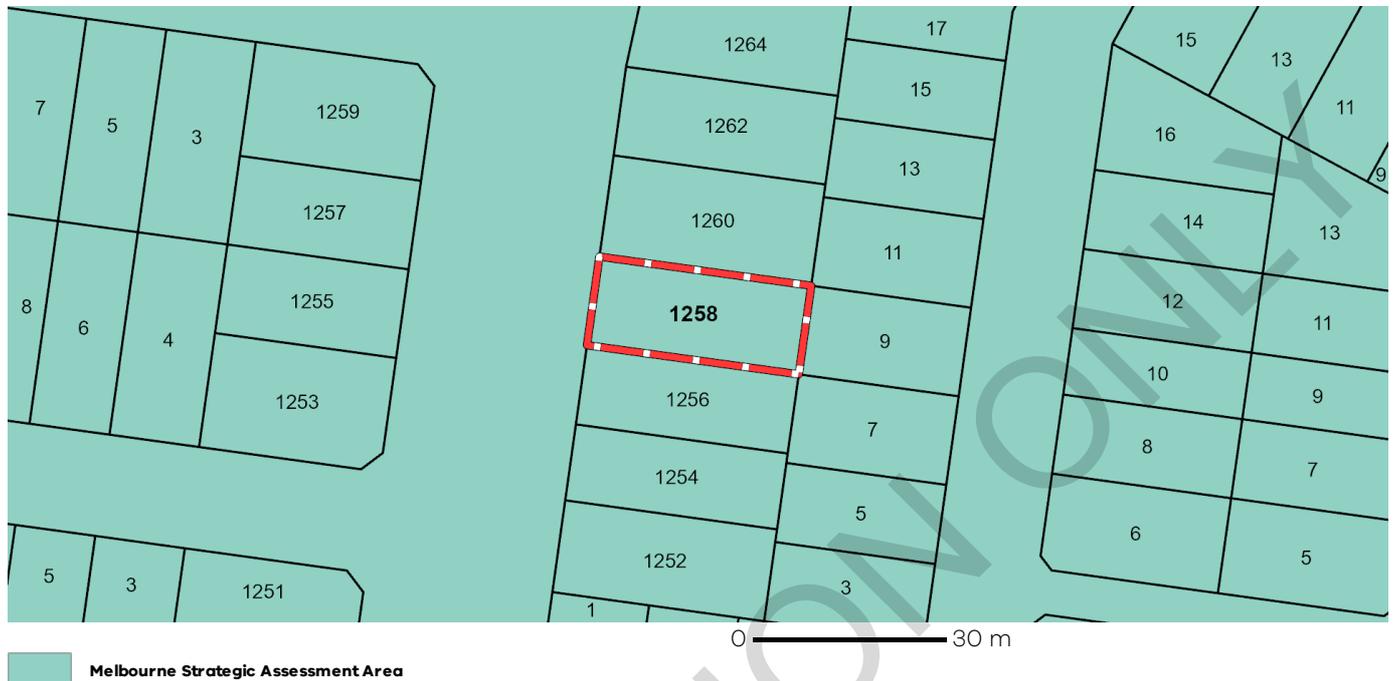
Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution. For more information about this contribution go to [Victorian Planning Authority](#)



Melbourne Strategic Assessment

This property is located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020 and the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://mapshare.vic.gov.au/msa/>



Areas of Aboriginal Cultural Heritage Sensitivity

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

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

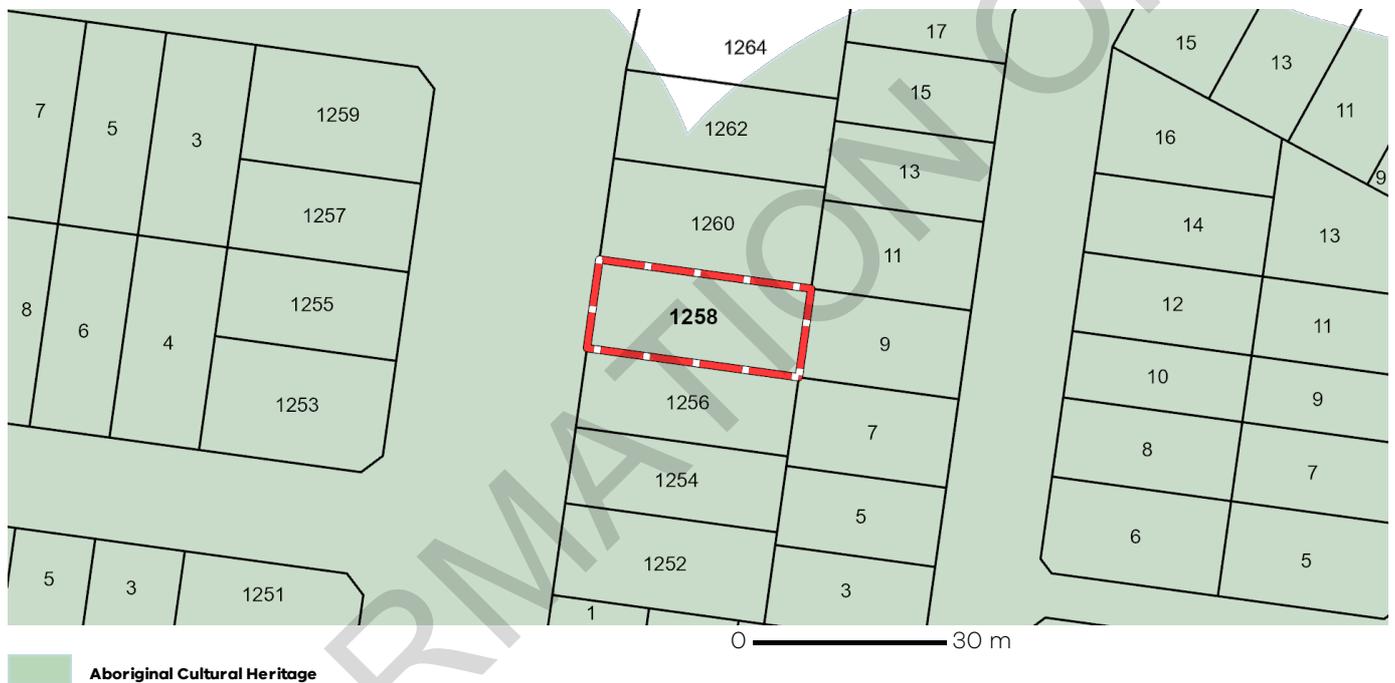
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/aavQuestion1.aspx>

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



Further Planning Information

Planning scheme data last updated on 16 October 2025.

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

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

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

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

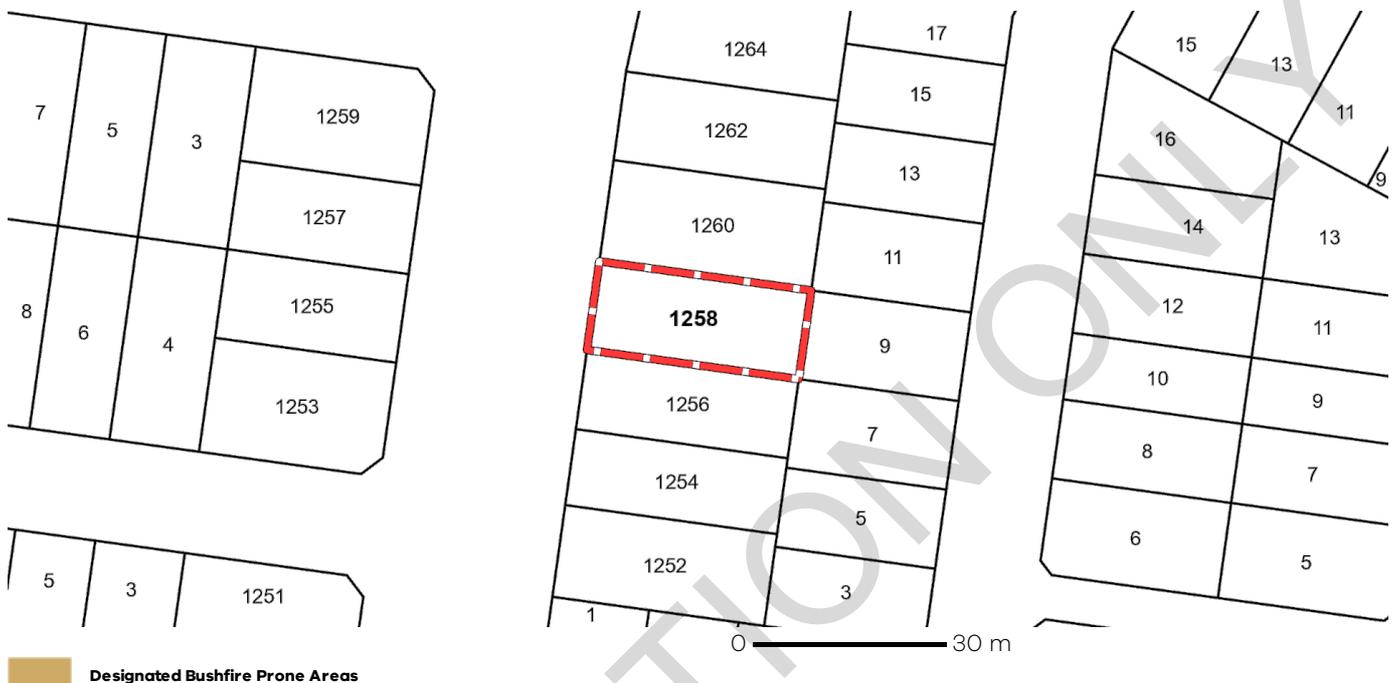
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

37.07
31/07/2018
VC148

URBAN GROWTH ZONE

Shown on the planning scheme map as **UGZ** with a number (if shown).

Purpose

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

To manage the transition of non-urban land into urban land in accordance with a precinct structure plan.

To provide for a range of uses and the development of land generally in accordance with a precinct structure plan.

To contain urban use and development to areas identified for urban development in a precinct structure plan.

To provide for the continued non-urban use of the land until urban development in accordance with a precinct structure plan occurs.

To ensure that, before a precinct structure plan is applied, the use and development of land does not prejudice the future urban use and development of the land.

Application of provisions

Part A – No precinct structure plan applies

The provisions of Clauses 37.07-1 to 37.07-8 apply if no precinct structure plan applies to the land.

Part B – Precinct structure plan applies

The provisions of Clauses 37.07-9 to 37.07-16 apply if a precinct structure plan applies to the land.

Precinct structure plan provisions

A precinct structure plan applies to land when the precinct structure plan is incorporated in this scheme.

37.07-1
14/01/2025
VC237

Part A – Provisions For Land Where No Precinct Structure Plan Applies

Table of uses

Section 1 – Permit not required

Use	Condition
Agriculture (other than Animal production, Apiculture, Domestic animal husbandry, Racing dog husbandry, Rice growing and Timber production)	
Automated collection point	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.

WHITTLESEA PLANNING SCHEME

Use	Condition
Bed and breakfast	<p>No more than 10 persons may be accommodated away from their normal place of residence.</p> <p>At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.</p>
Dwelling (other than Bed and breakfast)	<p>Must be the only dwelling on the lot.</p> <p>The lot must be at least 40 hectares.</p> <p>Must meet the requirements of Clause 37.07-2.</p>
Grazing animal production	
Home based business	
Informal outdoor recreation	
Poultry farm	<p>Must be no more than 100 poultry (not including emus or ostriches).</p> <p>Must be no more than 10 emus and ostriches.</p>
Primary produce sales	<p>Must not be within 100 metres of a dwelling in separate ownership.</p> <p>The area used for the display and sale of primary produce must not exceed 50 square metres.</p>
Railway	
Rural industry (other than Abattoir and Sawmill)	<p>Must not have a gross floor area more than 200 square metres.</p> <p>Must not be within 100 metres of a dwelling in separate ownership.</p> <p>Must not be a purpose shown listed in the table to Clause 53.10 with no threshold distance specified.</p> <p>The land must be at least the following distances from land (not a road) which is in an Activity Centre Zone, Capital City Zone, Commercial 1 Zone, Docklands Zone, residential zone or Rural Living Zone, land used for a hospital, an education centre or a corrective institution or land in a Public Acquisition Overlay to be acquired for a hospital, an education centre or a corrective institution:</p> <ul style="list-style-type: none"> ▪ The threshold distance, for a purpose listed in the table to Clause 53.10. ▪ 30 metres, for a purpose not listed in the table to Clause 53.10. <p>Must not:</p> <ul style="list-style-type: none"> ▪ Exceed a fire protection quantity under the Dangerous Goods (Storage and Handling) Regulations 2022. ▪ Require a notification under the Occupational Health and Safety Regulations 2017. ▪ Require a licence under the Dangerous Goods (Explosives) Regulations 2011. ▪ Require a licence under the Dangerous Goods (HCDG) Regulations 2016.

WHITTLESEA PLANNING SCHEME

Use	Condition
Rural store	<p>Must be used in conjunction with Agriculture.</p> <p>Must be in a building, not a dwelling, and have a gross floor area of less than 100 square metres.</p> <p>Must be the only Rural store on the lot.</p>
Small second dwelling	<p>Must be no more than one dwelling existing on the lot.</p> <p>Must be the only small second dwelling on the lot.</p> <p>Reticulated natural gas must not be supplied to the building, or part of a building, used for the small second dwelling.</p> <p>Must meet the requirements of Clause 37.07-2.</p>
Tramway	
Any use listed in Clause 62.01	Must meet the requirements of Clause 62.01

Section 2 – Permit required

Use	Condition
Abattoir	
Animal production (other than Grazing animal production, Intensive animal production and Poultry farm)	
Broiler farm - if the Section 1 condition to Poultry farm is not met	Must be no more than 10,000 chickens.
Camping and caravan park	
Car park	Must be used in conjunction with another use in Section 1 or 2.
Cemetery	
Crematorium	
Display home centre	
Domestic animal boarding	
Domestic animal husbandry (other than Domestic animal boarding)	Must be no more than 5 animals.
Dwelling (other than Bed and breakfast) – if the Section 1 conditions are not met	<p>Must be no more than 2 dwellings on the lot.</p> <p>Must meet the requirements of Clause 37.07-2.</p>
Education centre (other than child care centre)	

WHITTLESEA PLANNING SCHEME

Use	Condition
Emergency services facility	
Freeway service centre	Must meet the requirements of Clause 53.05.
Industry (other than Automated collection point and Rural Industry)	
Racing dog husbandry	Must be no more than 5 animals.
Trade supplies	
Utility installation (other than Minor utility installation and Telecommunications facility)	
Veterinary centre	
Warehouse (other than Rural store)	
Winery	
Any other use not in Section 1 or 3	

Section 3 - Prohibited

Use
Accommodation (other than Bed and breakfast, Camping and caravan park, Dwelling, Group accommodation, Host farm, Residential hotel and Small second dwelling)
Amusement parlour
Child care centre
Cinema based entertainment facility
Intensive animal production
Nightclub
Office (other than Medical centre and Real estate agency)
Renewable energy facility
Retail premises (other than Landscape gardening supplies, Manufacturing sales, Market, Primary produce sales, Restaurant and Trade supplies)
Saleyard
Small second dwelling - if the Section 1 condition is not met

Use

Timber production

37.07-2
14/12/2023
VC253

Use of land for a dwelling or small second dwelling

A lot used for a dwelling or small second dwelling must meet the following requirements:

- Access to the dwelling or small second dwelling must be provided via an all-weather road with dimensions adequate to accommodate emergency vehicles.
- Each dwelling or small second dwelling must be connected to reticulated sewerage, if available. If reticulated sewerage is not available, all wastewater from each dwelling must be treated and retained within the lot in accordance with the requirements of the Environment Protection Regulations under the *Environment Protection Act 2017* for an on-site wastewater management system.
- The dwelling or small second dwelling must be connected to a reticulated potable water supply or have an alternative potable water supply with adequate storage for domestic use as well as for fire fighting purposes.
- The dwelling or small second dwelling must be connected to a reticulated electricity supply or have an alternative energy source.

37.07-3
14/12/2023
VC253

Subdivision

A permit is required to subdivide land.

Each lot must be at least 40 hectares.

A permit may be granted to create smaller lots if any of the following apply:

- The subdivision is to create a lot for an existing dwelling. The subdivision must be a two lot subdivision.
- The subdivision is the re-subdivision of existing lots and the number of lots is not increased.
- The subdivision is by a public authority or utility service provider to create a lot for a utility installation.

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

37.07-4
14/12/2023
VC253

Buildings and works

A permit is required to construct or carry out any of the following:

- A building or works associated with a use in Section 2 of Clause 37.07-1. This does not apply to:
 - An alteration or extension to an existing dwelling provided the floor area of the alteration or extension is no more than 100 square metres.
 - An out-building associated with an existing dwelling provided the floor area of the out-building is not more than 100 square metres.
 - An alteration or extension to an existing building used for agriculture provided the floor area of the alteration or extension is no more than 200 square metres. The building must not be used to keep, board, breed or train animals.
- Earthworks which change the rate of flow or the discharge point of water across a property boundary.
- Earthworks which increase the discharge of saline water.

- A building which is within any of the following setbacks:
 - 100 metres from a road in a Transport Zone 2 or land in a Public Acquisition Overlay if the Head, Transport for Victoria is the acquiring authority; and the purpose of the acquisition is for a road.
 - 40 metres from a road in a Transport Zone 3 or land in a Public Acquisition Overlay if the Head, Transport for Victoria is not the acquiring authority.
 - 20 metres from any other road.
 - 5 metres from any other boundary.
 - 100 metres from a dwelling or small second dwelling not in the same ownership.
 - 100 metres from a waterway, wetlands or designated flood plain.
- Permanent or fixed feeding infrastructure for seasonal or supplementary feeding for grazing animal production constructed within 100 metres of:
 - A waterway, wetland or designated flood plain.
 - A dwelling or small second dwelling not in the same ownership.
 - A residential zone or urban growth zone where a precinct structure plan applies.

37.07-5
08/08/2019
VC159

Referral of applications

An application of the kind listed below must be referred in accordance with section 55 of the Act to the referral authority specified in Clause 66.03.

- An application to use or develop land for any of the following:
 - Display home centre.
 - Education centre.
 - Hospital.
 - Industry.
 - Medical centre.
 - Place of worship.
 - Real estate agency.
 - Warehouse.
- An application to subdivide land to create a lot smaller than 40 hectares in area.

37.07-6
04/05/2022
VC210

Environmental audit

Before a pre-school centre, primary school or secondary school commences on potentially contaminated land, or before the construction or carrying out of buildings and works in association with a pre-school centre, primary school or secondary school commences on potentially contaminated land:

- A preliminary risk screen assessment statement in accordance with the *Environment Protection Act 2017* must be issued stating that an environmental audit is not required for the use or proposed use; or
- An environmental audit statement under Part 8.3 of the *Environment Protection Act 2017* must be issued stating that the land is suitable for the use or proposed use; or
- A certificate of environmental audit must be issued for the land in accordance with Part IXD of the *Environment Protection Act 1970* ; or

- A statement of environmental audit must be issued for the land in accordance with Part IXD of the *Environment Protection Act 1970* stating that the environmental conditions of the land are suitable for the use or proposed use.

The requirement for a preliminary risk screen assessment statement, an environmental audit statement, a certificate of environmental audit or a statement of environmental audit in this provision does not apply to the construction or carrying out of buildings and works, if:

- The buildings and works are associated with an existing pre-school centre, primary school or secondary school, included in Clause 62.02-1 or 62.02-2, and the soil is not disturbed;
- The buildings and works are required by the Environment Protection Authority or an environmental auditor appointed under the *Environment Protection Act 2017* to make the site suitable for use; or
- The buildings and works are reasonably required by an environmental auditor appointed under the *Environment Protection Act 2017* or the *Environment Protection Act 1970* to undertake a preliminary risk screen assessment or environmental audit.

37.07-7
31/07/2018
VC148

Decision guidelines

Before deciding on an application to use or subdivide land, construct a building or construct or carry out works, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- The effect on the future urban development and use of the land, and adjacent or nearby land, having regard to:
 - Any relevant Growth Corridor Framework Plan.
 - Any precinct structure plan being prepared for the area.
 - Any comments or directions of the referral authority.
- Whether the proposal will prejudice the logical, efficient and orderly future urban development of the land, including the development of roads, public transport and other infrastructure.
- The capability of the land to accommodate the proposed use or development, including the disposal of effluent.
- How the use or development relates to sustainable land management.
- Whether the site is suitable for the use or development.
- The impact of the siting, design, height, bulk, colours and materials to be used on the natural environment, major roads, vistas and water features, future urban use of the land, and the measures to be undertaken to minimise any adverse impacts.
- The impact on the character and appearance of the area or features of architectural, historic or scientific significance or of natural scenic beauty or importance.
- The location and design of existing and proposed infrastructure including roads, public transport, walking and cycling networks, gas, water, drainage, telecommunications and sewerage facilities.
- Whether the use and development will require new or upgraded infrastructure, including traffic management measures.

37.07-8
31/07/2018
VC148

Signs

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

Despite the provisions of Clause 52.05-13, a permit may be granted, for a period of not more than 5 years, to display a sign that promotes the sale of land or dwellings.

37.07-9
14/01/2025
VC237

Part B – Provisions For Land Where A Precinct Structure Plan Applies

Use of land

Any requirement in the Table of uses and any requirement specified in the schedule to this zone must be met.

A permit granted must be generally in accordance with the precinct structure plan applying to the land.

Table of uses

Section 1 – Permit not required

Use	Condition
Any use in Section 1 of a zone applied by the schedule to this zone	<p>Must comply with any condition opposite the use in Section 1 of the applied zone.</p> <p>Must comply with any condition or requirement specified in the schedule to this zone or in the precinct structure plan.</p>
Any use specified in the schedule to this zone as a use for which a permit is not required	Must comply with any condition or requirement specified in the schedule to this zone or in the precinct structure plan.

Section 2 – Permit required

Use	Condition
Any use in Section 2 of a zone applied by the schedule to this zone	<p>Must comply with any condition opposite the use in Section 2 of the applied zone.</p> <p>Must comply with any condition or requirement specified in the schedule to this zone or in the precinct structure plan.</p>
Any use specified in the schedule to this zone as a use for which a permit is required	Must comply with any condition or requirement specified in the schedule to this zone or in the precinct structure plan.
Any other use not in Section 1 or 3	

Section 3 – Prohibited

Use
Any use in Section 3 of a zone applied by the schedule to this zone
Any use specified in the schedule to this zone as a use which is prohibited

37.07-10
14/12/2023
VC253

Subdivision of land

A permit is required to subdivide land. Any requirement in the schedule to this zone or the precinct structure plan must be met.

A permit granted must:

- Be generally in accordance with the precinct structure plan applying to the land.

- Include any conditions or requirements specified in the schedule to this zone or the precinct structure plan.

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

37.07-11

23/09/2011
VC77

Buildings and works

If the schedule to this zone specifies:

- That the provisions of a zone apply to the development of land, the provisions of the zone apply to land in the circumstances specified in the schedule.
- Provisions relating to the development of land, those provisions apply to land in the circumstances specified in the schedule.

If the schedule to this zone specifies that a permit is required to construct a building or construct or carry out works, a permit granted must:

- Be generally in accordance with the precinct structure plan applying to the land.
- Include any conditions or requirements specified in the schedule to this zone or the precinct structure plan.

37.07-12

10/06/2008
VC48

Application requirements

An application to use or subdivide land, construct a building or construct or carry out works, must be accompanied by any information specified in the schedule to this zone.

37.07-13

25/05/2017
VC133

Exemption from notice and review

An application under any provision of this scheme which is generally in accordance with the precinct structure plan applying to the land 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, unless the schedule to this zone specifies otherwise.

37.07-14

31/07/2018
VC148

Decision guidelines

Before deciding on an application to use or subdivide land, construct a building or construct or carry out works, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- Any relevant Growth Area Framework Plan.
- The precinct structure plan applying to the land, including the vision and objectives of the precinct structure plan.
- Any guidelines in the schedule to this zone.

37.07-15

10/06/2008
VC48

Inconsistencies between specific and applied zone provisions

If there is an inconsistency between the specific provisions specified in the schedule to this zone and the provisions of a zone applied by the schedule to this zone, the specific provisions prevail to the extent of any inconsistency.

37.07-16

31/07/2018
VC148

Signs

Sign requirements are at Clause 52.05. This zone is in the category specified in the schedule to this zone or, if no category is specified, Category 3.

2.0
27/05/2019
C239wsea

Use and development

2.1
27/05/2019
C239wsea

The land

The use and development provisions specified in this schedule apply to the land within the ‘precinct area’ on Plan 1 of this schedule and shown as UGZ5 on the planning scheme maps.

Note: If land shown on Plan 1 is not zoned UGZ, the provisions of this zone do not apply.

2.2
20/01/2022
VC205

Applied zone provisions

The provisions of the following zones in this scheme apply to the use and subdivision of the land, the construction of a building, construction or carrying out of works as set out in Table 1.

Table 1: Applied zone provisions

Land use or development (carried out or proposed) generally in accordance with the precinct structure plan applying to the land.	Applied zone provisions
Arterial road	Clause 36.04 – Transport Zone 2
Bulky goods/ restricted retail	Clause 34.02 – Commercial 2 Zone
General light industrial	Clause 33.01 – Industrial 1 Zone
Local convenience centre Town centre Community facility adjacent to town centre on Boundary road	Clause 34.01 – Commercial 1 Zone
Residential on a lot wholly within a walkable catchment	Clause 32.07 – Residential Growth Zone
All other land	Clause 32.08 – General Residential Zone

2.3
20/01/2022
VC205

Reference to a planning scheme zone is a reference to an applied zone

A reference to a planning scheme zone in an applied zone must be read as if it were a reference to an applied zone under this schedule.

Note: e.g. The General Residential Zone specifies ‘Car wash’ as a Section 2 Use with the condition, ‘The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.’ In this instance the condition should be read as, ‘The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3 or an applied Transport Zone 2 or Transport Zone 3 in the Urban Growth Zone schedule applying to the land’.

2.4
12/10/2017
C210

Specific provisions – Use of land

The following provisions apply to the use of the land.

Table 2: Use

Use	Requirement
Aged care facility	A permit is required to use land for an aged care facility for land shown within the east-west and north-south gas pipeline buffer on Plan 5 of the <i>Wollert Precinct Structure Plan, June 2017</i> .
Child care centre where the applied zone is Industrial 1 Zone	Prohibited

WHITTLESEA PLANNING SCHEME

Use	Requirement
Primary school	<p>A permit is not required to use land for a Primary school on land shown as Potential Non-Government School.</p> <p>A permit is not required to use land for a Primary school on land shown as Potential Non-Government P-12 School.</p>
Secondary school	<p>A permit is not required to use land for a Secondary school on land shown as Potential Non-Government School.</p> <p>A permit is not required to use land for a Secondary school on land shown as Potential Non-Government P-12 School.</p>
Office where the applied zone is Industrial 1 Zone	<p>A permit is required to use land for an office if the floor area exceeds 100 square metres.</p>
Shop where the applied zone is Commercial 1 Zone	<p>A permit is required to use land for a shop if the combined leasable floor area of all shops exceeds:</p> <ul style="list-style-type: none"> ▪ 25,000 square metres for land shown as Major Town Centre in the incorporated <i>Wollert Precinct Structure Plan, June 2017</i> . ▪ 5,000 square metres for land shown as South-West Local Town Centre in the incorporated <i>Wollert Precinct Structure Plan, June 2017</i> . ▪ 2,200 square metres for land shown as North Local Town Centre in the incorporated <i>Wollert Precinct Structure Plan, June 2017</i> . ▪ 500 square metres for land shown as Convenience Centre in the incorporated <i>Wollert Precinct Structure Plan, June 2017</i> .
Shop where the applied zone is Commercial 2 Zone	<p>A permit is required to use land for a restricted retail premises if the combined leasable floor area of all restricted retail premises exceeds:</p> <ul style="list-style-type: none"> ▪ 30,000 square metres for land shown as Bulky goods/Restricted retail in the incorporated <i>Wollert Precinct Structure Plan, June 2017</i> . <p>A permit is required to use land for a supermarket with a leasable floor area exceeding 500 square metres.</p>
Shop where the applied zone is Residential Growth Zone	<p>The leasable floor area must not exceed 100 square metres</p>
Accommodation, Aged care facility, Child care centre, Education centre, Place of assembly, Retail premises, Cinema based entertainment facility or Hospital where the applied zone is General residential zone and land is within the potential future gas fired power station buffer area	<p>A permit is required to use land.</p>

2.5 Specific provision – Use and development of future local parks and community facilities12/10/2017
C210

A permit is not required to use or develop land shown in the incorporated *Wollert Precinct Structure Plan, June 2017* as local park or community facilities provided the use or development is carried out generally in accordance with the incorporated *Wollert Precinct Structure Plan, June 2017* and with the prior written consent of the City of Whittlesea.

2.6 Specific provision – Dwellings on a lot less than 300 square metres28/11/2024
GC206

A permit is not required to construct or extend one dwelling on a lot of less than 300 square metres, if either of the following apply:

- There is a restriction registered on the plan of subdivision identifying the lot as a lot to which the *Small Lot Housing Code* (Victorian Planning Authority, November 2019) applies and the development complies with the *Small Lot Housing Code* (Victorian Planning Authority, November 2019) incorporated into this planning scheme.
- There is a restriction registered on the plan of subdivision identifying the lot as a lot to which the *Small Lot Housing Code* (Victorian Planning Authority, November 2024) applies and the development complies with the *Small Lot Housing Code* (Victorian Planning Authority, November 2024) incorporated into this planning scheme.

2.7 Specific provision – Land adjacent to Broiler farm at 160 Bodycoats Road, Wollert – Odour Environmental Risk Assessment27/05/2019
C239wsea

While the broiler farm at 160 Bodycoats Road, Wollert continues to operate, an application to develop land for a sensitive use (including accommodation, child care centre, kindergarten, primary school or public open space) located within the 250 metre 'directional buffer' surrounding the broiler farm shown on Plan 1 of this Schedule and Plan 2 – Future Urban Structure in the incorporated *Wollert Precinct Structure Plan, June 2017* must be accompanied by an Odour Environmental Risk Assessment prepared by a suitably experienced and qualified person to the satisfaction of the responsible authority, in consultation with the Environment Protection Authority. The Odour Environmental Risk Assessment must be prepared in accordance with the *State Environment Protection Policy (Air Quality Management)* and acknowledge the existing broiler farm operations and assess the potential adverse amenity impacts of the broiler farm on the future proposed sensitive use of the land.

If the responsible authority, after consulting the Environment Protection Authority, determines that there are likely to be odour levels arising from the broiler farm which would have a detrimental impact on the amenity of the sensitive use, the land must not be developed for sensitive uses.

2.8 Specific provision – Referral of applications near the Quarry at 90 Bridge Inn Road, Wollert27/05/2019
C239wsea

An application to subdivide land, construct a building and/or construct or carry out works on land identified as 'construction restrictions apply' on Plan 1 of this Schedule must be referred in accordance with Section 55 of the *Planning and Environment Act 1987* to the Secretary to the Department administering the *Mineral Resources (Sustainable Development) Act 1990*.

2.9 Specific provision – Applications for land within the Wollert Landfill and Quarry Buffer27/05/2019
C239wsea

Any application to subdivide, use or develop land within the Wollert Landfill and Quarry Buffer and the Odour Buffer as shown on Plan 1 of this Schedule, must demonstrate compliance with the *Best Practice Environmental Management: Siting Design, Operation and rehabilitation of Landfills* (Environment Protection Authority, 2014 – Publication 788.2), to the satisfaction of the responsible authority, in consultation with the Environment Protection Authority.

2.10 Specific provision – Wollert Major Town Centre Urban Design Framework12/10/2017
C210

A permit must not be granted to use or develop land, including subdivision, on land shown as the Wollert Major Town Centre in Figure 4 of the incorporated *Wollert Precinct Structure Plan, June 2017* until an urban design framework for the centre has been prepared to the satisfaction of the responsible authority and the Victorian Planning Authority.

An urban design framework approved under this schedule must be generally in accordance with the incorporated *Wollert Precinct Structure Plan, June 2017* applying to the land.

An application to use or develop land, including subdivision, within the Wollert Major Town Centre in Figure 4 of the incorporated *Wollert Precinct Structure Plan, June 2017* must be consistent with any urban design framework approved under this schedule.

A permit may be granted to use or develop land, including subdivision, prior to the approval of an urban design framework if, in the opinion of the responsible authority, the permit would be generally in accordance with the requirements and guidelines for the urban design framework in Part 3.3 of the incorporated *Wollert Precinct Structure Plan, June 2017* and the permit implements the objectives for the Major Town Centre as set out in Part 2.0 of the incorporated *Wollert Precinct Structure Plan, June 2017*.

The responsible authority may allow an urban design framework to be prepared in stages.

The urban design framework may be amended to the satisfaction of the responsible authority and the Victorian Planning Authority.

2.11
23/02/2017
C187

Specific provision – Referral of applications – Wollert Major Town Centre

An application to subdivide land, or construct a building or carry out works (where the value of those works is in excess of \$500,000) on land in the Wollert Major Town Centre must be referred in accordance with Section 55 of the *Planning and Environment Act 1987* to the Victorian Planning Authority.

2.12
23/02/2017
C187

Specific provision – Referral of applications – Local Town Centre

An application to subdivide land, or construct a building or carry out works (where the value of those works is in excess of \$500,000) on land in a Local Town Centre must be referred in accordance with section 55 of the *Planning and Environment Act 1987* to the Victorian Planning Authority.

2.13
23/02/2017
C187

Specific provision – buildings and works for a school

A permit is required to construct a building or construct or carry out works associated with a Primary School or Secondary School on land shown as a Potential Non-Government School unless exempt under Clauses 62.02-1 and 62.02-2.

2.14
14/05/2021
VC198

Specific provision – notice of applications – Public Transport corridor

Any application for subdivision and/ or buildings and works, within 200 metres either side of the proposed Public Transport Corridor shown on Plan 2 of incorporated *Wollert Precinct Structure Plan, June 2017* must be notified to the Head, Transport for Victoria under Section 52 of the *Planning and Environment Act 1987*.

3.0
27/05/2019
C239wsea

Application requirements

The following application requirements apply to an application for a permit under Clause 37.07, in addition to those specified in Clause 37.07 and elsewhere in the scheme and must accompany an application, as appropriate, to the satisfaction of the responsible authority:

If in the opinion of the responsible authority an application requirement listed at 3.1 or 3.2 is not relevant to the assessment of an application, the responsible authority may waive or reduce the requirement.

3.1
12/10/2017
C210

Subdivision – Residential development

In addition to the requirements of Clause 56.01-2, a subdivision design response for a residential subdivision must include:

- A land budget table in the same format and methodology as those within the precinct structure plan applying to the land, setting out the amount of land allocated to the proposed uses and indicative population, dwelling and employment yields;
- A written statement that sets out how the proposal implements the objectives and planning and design requirements and guidelines in accordance with the incorporated *Wollert Precinct Structure Plan, June 2017* ;
- A plan that demonstrates how the proposed local street and movement network integrates with adjacent urban development or is capable of integrating with future development on adjacent land parcels;

WHITTLESEA PLANNING SCHEME

- An arboricultural report identifying all trees on the site and a tree retention plan identifying how the application responds to Plan 4 – Image and Character and any tree protection requirements and guidelines within the incorporated *Wollert Precinct Structure Plan, June 2017* ;
- A plan identifying how the proposed subdivision will provide for a diversity of housing as intended by Tables 3, 4 and 5 and Plan 5 of the incorporated *Wollert Precinct Structure Plan, June 2017* ;
- Potential bus route and bus stop locations prepared in consultation with Public Transport Victoria;
- A response to all Requirements and Guidelines within the incorporated *Wollert Precinct Structure Plan, June 2017* relating to dry stone walls;
- A Stormwater Management Strategy that assesses the existing surface and subsurface drainage conditions on the site, addresses the provision, staging and timing of stormwater drainage works, including temporary outfall provisions, to the satisfaction of the responsible authority and Melbourne Water where appropriate;
- Indicative lot layouts for land identified as future medium and high density and/or integrated housing which details the following to the satisfaction of the responsible authority:
 - Location of conservation areas.
 - Indicative dwelling yield.
 - Indicative building envelopes.
 - Safe and effective vehicle ingress and egress.
 - Proposed means and location for waste collection.
 - Servicing arrangements.
 - Landscaping treatments.
 - Show how the site will be able to facilitate active interfaces to adjacent streets, open spaces and waterways.

Where land identified as future medium and high density and/or integrated housing is located adjacent to a waterway, the above must be to the satisfaction of the responsible authority and Melbourne Water.

3.2 12/10/2017 C210

Public Infrastructure Plan

An application must be accompanied by a Public Infrastructure Plan which addresses the following:

- What land may be affected or required for the provision of infrastructure works;
- The provision, staging and timing of stormwater drainage works;
- The provision, staging and timing of road works internal and external to the land consistent with any relevant traffic report or assessment;
- The landscaping of any land;
- What, if any, infrastructure set out in the incorporated *Wollert Development Contributions Plan, June 2017* is sought to be provided as "works in lieu" or "works in kind", subject to the consent of the Collecting Agency;
- The provision, staging and timing of public open space and land for any community facilities;
- Details of any proposal for provision of early or interim provision of community facilities; and
- Any other matter relevant to the provision of public infrastructure required by the responsible authority.

3.3 27/05/2019 C239wsea

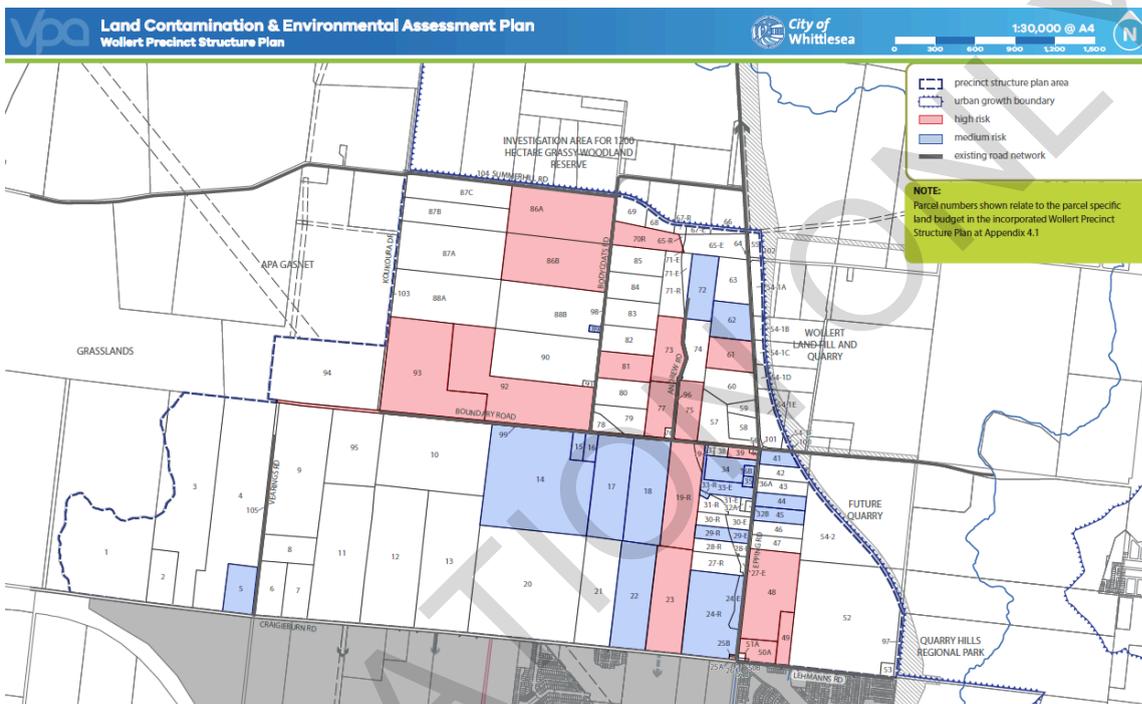
Use or develop land for a sensitive purpose – Environmental Site Assessment

An application to use or develop land identified as High Risk and Medium Risk on Plan 3 of this schedule for a sensitive use (including accommodation, child care centre, kindergarten, primary school or public open space) must be accompanied by a detailed site investigation (Phase 2 assessment) of the Environmental Assessment Areas ranked as 'High Potential for Contamination' and 'Medium Potential for Contamination' in the Phase 1 Environmental Site Assessment for the incorporated *Wollert Precinct Structure Plan, June 2017* area by Cardno LanePiper, July 2012. The Phase 2 assessment must provide for the following information:

WHITTLESEA PLANNING SCHEME

- Further detailed assessment of potential contaminants on the relevant land;
- Further detailed assessment of surface and subsurface water conditions and geotechnical characteristics on the relevant land and the potential impacts on the proposed development including any measures required to mitigate the impacts of groundwater conditions and geology on the development and the impact of the development on surface and subsurface water; and
- An unequivocal recommendation on whether the environmental condition of the land is suitable for the proposed use/s or whether an environmental audit in accordance with Part IXD of the *Environment Protection Act 1970* for all or part of the land is recommended having regard to the Potentially Contaminated Land General Practice Note June 2005, DSE.

Plan 3 to the Schedule to Clause 37.07



3.4
23/02/2017
C187

Kangaroo management

An application for subdivision must be accompanied by a Kangaroo Management Plan to the satisfaction of the responsible authority which includes:

- Strategies to avoid land locking kangaroos, including staging of subdivision; and
- Management requirements to respond to the containment of kangaroos in an area with no reasonable likelihood of their continued safe existence; or
- Management and monitoring actions to sustainably manage a population of kangaroos within a suitable location.

Where a Kangaroo Management Plan has been approved in respect of the land to which the application applies, the application must be accompanied by:

- A copy of the approved Kangaroo Management Plan; and
- A 'design/management response' statement outlining how the application is consistent with and gives effect to any requirements of the approved Kangaroo Management Plan.

3.5
23/02/2017
C187

Traffic Impact Assessment

An application that proposes to create or change access to a primary or secondary arterial road must be accompanied by a Traffic Impact Assessment Report (TIAR). The TIAR must include functional layout plans and a feasibility/concept road safety audit and must be to the satisfaction of VicRoads and/or the City of Whittlesea, as appropriate.

Heritage Conservation Management Plans and Heritage Assessments

Prior to the commencement of any works, a Heritage Conservation Management Plan must be undertaken for places identified in the Heritage Overlay or listed on the Victorian Heritage Inventory. The Heritage Conservation Management Plan must include a statement of significance/cultural value, appropriate site boundaries where subdivision is proposed, required restoration works, a schedule identifying essential urgent restoration works and potential future restoration works, an interpretive reuse plan and interpretive signage, all to the satisfaction of the responsible authority.

An owner of land which is the subject of an approved Heritage Conservation Management Plan must enter into a legally effective mechanism such as an agreement pursuant to section 173 of the *Planning and Environment Act 1987* to secure compliance with the approved Heritage Conservation Management Plan to the satisfaction of the responsible authority.

Where a site is identified as “European Historic Site” on Plan 4 – Image and Character in the incorporated *Wollert Precinct Structure Plan, June 2017* but not included on the Heritage Overlay or Heritage Inventory, a heritage assessment identifying a statement of significance/cultural value to the satisfaction of the responsible authority is required to be submitted with an application for a permit.

Conditions and requirements for permits**Requirement – Tree Protection**

The conditions set out in Appendix 4.4 of the incorporated *Wollert Precinct Structure Plan, June 2017* will apply to planning permits on land where indigenous trees are present in the permit area.

Condition - A permit to subdivide land to create a lot less than 300 square metres

A permit issued before 31 December 2026 which allows for the subdivision of land to create a lot of less than 300 square metres, must include the following condition:

- Before the plan of subdivision is certified under the *Subdivision Act 1988*, a plan must be approved and endorsed by the responsible authority, that identifies the lots to which:
 - type A or type B of the *Small Lot Housing Code* (Victorian Planning Authority, 2019) applies; or
 - type A, type B or type C of the *Small Lot Housing Code* (Victorian Planning Authority, November 2024) applies.

to the satisfaction of the responsible authority.

A permit issued on or after 31 December 2026, other than an amendment of a permit issued before 31 December 2026 under section 72 of the Act, which allows for the subdivision of land to create a lot of less than 300 square metres, must include the following condition:

- Before the plan of subdivision is certified under the *Subdivision Act 1988*, a plan that identifies the lots to which type A, type B or type C of the *Small Lot Housing Code* (Victorian Planning Authority, November 2024) applies, must be approved and endorsed by the responsible authority.

Condition - Land required for community facilities

Land required for community facilities, as set out in the incorporated *Wollert Precinct Structure Plan, June 2017* or the incorporated *Wollert Development Contributions Plan, June 2017*, must be transferred to or vested in Council at no cost to Council unless the land is funded by the incorporated *Wollert Development Contributions Plan, June 2017*.

Condition - Open space

Land required for public open space as a local or district park as set out in the incorporated *Wollert Precinct Structure Plan, June 2017* must be transferred to or vested in Council at no cost to Council unless the land is funded by the incorporated *Wollert Development Contributions Plan, June 2017*.

Condition - Bushfire Management

Before the certification of any subdivision plan a Site Management Plan that addresses bushfire risk during, and where necessary, after construction must be submitted to and approved by the responsible authority. The plan must specify, amongst other things:

WHITTLESEA PLANNING SCHEME

- The staging of development and the likely bushfire risks at each stage;
- An area of land between the development edge and non-urban areas consistent with the separation distances specified in AS3959-2009, where bushfire risk is managed;
- The measures to be undertaken by the developer to reduce the risk from fire within any surrounding rural or undeveloped landscape and protect residents and property from the threat of fire;
- How adequate opportunities for access and egress will be provided for early residents, construction workers and emergency vehicles.

The plan must be carried out to the satisfaction of the responsible authority.

Condition - Natural systems

Land required for a local conservation reserve, as set out in the incorporated *Wollert Precinct Structure Plan, June 2017* must be transferred to or vested in Council at no cost to Council.

Condition – Local Conservation Reserves – Conservation Management Plans

Any permit for subdivision of land identified as a Local Conservation Reserve on Plan 2 – Future Urban Structure within the incorporated *Wollert Precinct Structure Plan, June 2017* must contain the following conditions:

Prior to certification of any plan of subdivision for any parcel of land containing a Local Conservation Reserve on Plan 2 – Future Urban Structure within the incorporated *Wollert Precinct Structure Plan, June 2017*, the owner must enter into an agreement with the responsible authority pursuant to section 173 of the *Planning and Environment Act 1987* which requires the owner to prepare and implement a Conservation Management Plan for the land, unless otherwise agreed by the responsible authority.

The Conservation Management Plan must be prepared prior to the approval of any construction plans (engineering plans) for any part of the land and be consistent with the *Local Conservation Reserve Treatment and Management Guidelines* in the incorporated *Wollert Precinct Structure Plan, June 2017* to the satisfaction of the Responsible Authority. Specifically, the Conservation Management Plan must provide for:

- early securing and fencing of the conservation reserve and establishment of interpretive signage prior to the commencement of subdivision construction activity on any part of the land, and
- a 10-year action plan providing for the protection of all areas proposed for conservation rehabilitation, biodiversity improvement works and actions focussing on improvement to Grassy Eucalypt Woodland of the Victorian Volcanic Plain and other matters of national environmental significance, re-vegetation and landscaping, pest plant and animal control, soil stabilisation, and on-going maintenance and monitoring.

Where applicable, the Plan shall quantify the extent of offset gain to be achieved commensurate with the Permitted Clearing of Native Vegetation – Biodiversity Assessment Guidelines and defined by the Bush Broker Landowner Agreement and Quality Assurance Process.

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

Conditions – Biodiversity and threatened species

Any permit for subdivision must contain the following conditions:

Kangaroo Management Plan

Before the certification of the plan of subdivision, a Kangaroo Management Plan must be approved by the Secretary to the Department of Environment, Land, Water and Planning. Once approved the plan will be endorsed by the responsible authority and form part of the permit.

The endorsed Kangaroo Management Plan must be implemented to the satisfaction of the responsible authority.

Condition - Security of conservation land

A permit to subdivide land containing a 'conservation area' as shown in the *Wollert Precinct Structure Plan* must include the following condition:

WHITTLESEA PLANNING SCHEME

The owner of the land must, as part of the plan of subdivision (or the first plan of subdivision submitted for registration, in the case of any staged subdivision), create the 'conservation area' as a separate lot or reserve. The boundaries of the lot or reserve on the plan of subdivision are subject to the prior satisfaction of the Secretary to the Department of Environment, Land, Water and Planning as constituted under Part 2 of the *Conservation, Forests and Lands Act 1987* (Secretary). The owner must further secure the conservation area, by causing that lot or reserve to be vested, transferred, or protected in perpetuity in one of the following ways:

- Prior to a statement of compliance being issued for the plan of subdivision (or, in the case of a staged subdivision, the plan of subdivision or masterplan which implements the first stage of the subdivision), enter into an agreement under section 173 of the *Planning and Environment Act 1987* by which the owner agrees to transfer ownership of the conservation area to, or to vest the conservation area in, the Minister responsible for section 5 of the *Crown Land (Reserves) Act 1978*, the Council or Melbourne Water. The transfer or vesting must either be for no or nominal consideration. The Secretary and the person or body to whom the land is to be transferred or vested must also be a party to the agreement. The terms of the agreement must include that the owner pays the reasonable costs of the other parties to the agreement that were incurred for the preparation, execution, and registration of the agreement. The owner must cause the agreement to be registered prior to lodgement of the plan of subdivision for registration; or
- Prior to a statement of compliance being issued for the plan of subdivision (or, in the case of a staged subdivision, the plan of subdivision or masterplan which implements the first stage of the subdivision), enter into an agreement with the Secretary under section 69 of the *Conservation, Forests and Lands Act 1987*, which provides for the conservation and management of the conservation area by or on behalf of the owner in perpetuity. The terms of the agreement must include that the owner pays the reasonable costs of the Secretary incurred for the preparation, execution, and registration of the agreement. The owner must cause the agreement to be registered prior to lodgement of the plan of subdivision for registration.

The requirement to include the above condition does not apply if the permit applicant provides the responsible authority with a statement in writing from the Secretary, as constituted under Part 2 of the *Conservation, Forests and Lands Act 1987*, that the condition is not required because the Secretary is satisfied that either:

- the land containing the conservation area is expected to be further subdivided and a further planning permit will be required for that subdivision (to which the above condition requirement will apply); or
- the conservation area has been or will be otherwise secured in perpetuity.

Condition - Fencing of Biodiversity Conservation Strategy conservation areas

A permit granted to subdivide land where works are required to carry out the subdivision, or a permit granted to construct a building or carry out works, on land including or abutting a conservation area as shown in the *Wollert Precinct Structure Plan*, must include the following condition:

Prior to the commencement of development, a conservation area fencing plan must be submitted to and approved by the Secretary to the Department of Environment, Land, Water, and Planning (as constituted under Part 2 of the *Conservation, Forests and Lands Act 1987*) (Secretary) to ensure the conservation area is adequately protected. The fencing plan must contain the following:

- The boundaries of any conservation area, and the location of any scattered tree and the boundaries of any patch of native vegetation within the conservation area.
- The location and alignment of temporary protection fencing showing the following minimum distance from the element to be protected:

Element	Distance
Conservation area	0.5 metres
Scattered tree	12 x diameter at a height of 1.3 metres
Patch of native vegetation	2 metres

WHITTLESEA PLANNING SCHEME

- The timing of installation and removal of temporary protection fencing.
- The timing of installation of permanent fencing.
- Location and details of ongoing maintenance vehicle access points.
- The type of temporary and permanent fencing including materials, heights and spacing of uprights.
- Frequency of inspections and rectification works for temporary protection fencing.

Once approved the plan will form part of the permit and must be implemented to the satisfaction of the Secretary to the Department of Environment, Land, Water and Planning and the responsible authority.

Stockpiles, fill, machinery, vehicle parking, excavation and construction activity of any kind must not be brought into, or be undertaken within, the area to be fenced, except with the prior written consent from the Secretary.

Condition - Correct alignment of protective fencing

Buildings and works must not commence until written evidence that protection fencing has been erected in accordance with the approved Conservation Area Fencing Plan is provided by a suitably qualified land surveyor to the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the *Conservation, Forests and Lands Act 1987*) (Secretary), and the Secretary confirms it is satisfied by the evidence.

Condition - Land Management plan for conservation area

A permit to subdivide land containing a conservation area as shown in the *Wollert Precinct Structure Plan* must include the following condition:

Prior to the commencement of development, a land management plan for the conservation area land must be prepared by a suitably qualified consultant, submitted to, and approved by the Secretary to the Department of Environment, Land, Water, and Planning (as constituted under Part 2 of the *Conservation, Forests and Lands Act 1987*) (Secretary). The land management plan must outline how the biodiversity values for the land identified in the *Biodiversity Conservation Strategy for Melbourne's Growth Corridors* (Department of Environment and Primary Industries, 2013) will be maintained, managed, and improved, including:

- How environmental weeds will be managed up until the securing of the conservation area.
- How any revegetation will be undertaken in coordination with weed management activities to prevent re-colonisation of weed species.
- How rubbish and hazards will be removed, and any contaminated material managed up until the securing of the conservation area.

Once approved the plan will form part of the permit and must be implemented to the satisfaction of the Secretary and the responsible authority.

Condition - Construction environmental management plan

A planning permit to subdivide land, construct a building, or construct or carry out works on or within 50 metres of land shown as a conservation area in the incorporated *Wollert Precinct Structure Plan* must include the following condition:

Before works start, a Construction Environmental Management Plan consistent with *DELWP requirements for Construction Environmental Management Plans under the Melbourne Strategic Assessment* (Department of Environment, Land, Water and Planning, November 2020) must be submitted to and approved by the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the *Conservation, Forests and Lands Act 1987*) and the responsible authority, demonstrating how the conservation area will be protected during works.

Once approved the plan will form part of the permit and must be implemented to the satisfaction of the Secretary and the responsible authority.

Condition - Public transport

Any permit for subdivision must contain the following condition:

WHITTLESEA PLANNING SCHEME

Unless otherwise agreed by Public Transport Victoria, prior to the issue of Statement of Compliance for any plan of subdivision, bus stop hard stands with direct and safe pedestrian access to a pedestrian path must be constructed:

- In accordance with the *Public Transport Guidelines for Land Use and Development* ; and compliant with the Disability Discrimination Act – Disability Standards for Accessible Public Transport 2002;
- At locations approved by Public Transport Victoria, at no cost to Public Transport Victoria, and to the satisfaction of Public Transport Victoria.

Condition – Road network

Any permit for subdivision must contain the following condition:

Prior to the certification of a plan of subdivision, the plan of subdivision must show the land affected by the widening of the road reserve which is required to provide road widening and/or right of way flaring for the ultimate design of any adjacent intersection.

Land required for road widening including right of way flaring for the ultimate design of any intersection within an existing or proposed arterial road must be transferred to or vested in council at no cost to the acquiring agency unless funded by the incorporated *Wollert Development Contributions Plan, June 2017* .

Condition - Precinct Infrastructure Plan

Any permit for subdivision must contain the following condition:

Prior to the certification of a plan of subdivision or at such other time which is agreed between Council and the owner, if required by the responsible authority or the owner, the owner must enter into an agreement or agreements under section 173 of the *Planning and Environment Act 1987* which provides for:

- The implementation of the Public Infrastructure Plan approved under this permit.
- The purchase and/or reimbursement by the responsible authority of any provision of public open space in excess of the amount specified in the schedule to Clause 53.01.
- The timing of any payments to be made to the owner having regard to the availability of funds in the open space account.

Condition – Use or develop land for a sensitive purpose – Environmental Site Assessment

Any permit for subdivision or for the construction of any buildings or works in relation to land identified as High Risk or Medium Risk on Plan 3 of this Schedule must contain the following condition:

Before a plan of subdivision is certified under the *Subdivision Act 1988* or before the commencement of any buildings or works, as appropriate, the recommendations of the:

- Phase 2 Environmental Site Assessment; or
- The environmental audit

as relevant, must be carried out.

Condition – Construction management plan required in gas transmission pipeline protection area

Prior to the commencement of any works, including demolition, on land shown within the 35 metre East-West or North-South gas pipeline easement shown on Plan 11 – Utilities in the incorporated *Wollert Precinct Structure Plan, June 2017* , a construction management plan must be submitted to and approved by the responsible authority. The plan must:

- Prohibit the use of rippers or horizontal directional drills unless otherwise agreed by the operator of the gas transmission pipeline.
- Be endorsed by the operator of the gas transmission pipeline where the works are within or crossing the relevant gas transmission easement.

WHITTLESEA PLANNING SCHEME

- Include any other relevant matter to the satisfaction of the responsible authority.

The responsible authority must be satisfied that the gas transmission pipeline licensee has reviewed and approved the Construction Management Plan.

The construction management plan must be implemented to the satisfaction of the responsible authority.

The construction management plan may be amended to the satisfaction of the responsible authority.

Condition - Dry Stone Walls

Any permit for buildings and works, including subdivision, on land which contains a dry stone wall must contain the following condition:

Prior to the commencement of works, a Dry Stone Wall Management Plan must be prepared which responds to the relevant objectives, requirements and guidelines contained within the incorporated *Wollert Precinct Structure Plan, June 2017* and outlines the ongoing management of dry stone walls.

The Dry Stone Wall Management Plan must include details of the methods of deconstruction and construction of dry stone walls. The Dry Stone Wall Management Plan must be to the satisfaction of the responsible authority.

5.0
27/05/2019
C239wsea
5.1
27/05/2019
C239wsea

Exemption from notice and review

Notice to gas transmission pipeline owner and operator

Notice must be given to the person or body listed in the Schedule to Clause 66.06 of an application on land shown within the gas pipeline buffer as shown on Plan 5 in the incorporated *Wollert Precinct Structure Plan, June 2017* for any of the following:

- Accommodation (other than a dwelling on a lot or a Dependent person's unit)
- Dwelling where density will equal or exceed 30 dwellings per net developable hectare
- Child care centre
- Education centre
- Place of Assembly
- Retail premises
- Cinema based entertainment facility
- Hospital
- Aged Care Facility.

5.2
27/05/2019
C239wsea

Referral to gas fired power station owner and operator

An application must be referred to the person or body listed in the Schedule to Clause 66.04 where the application is to use land shown within the future gas fired power station buffer on Plan 2 - Future Urban Structure in the incorporated *Wollert Precinct Structure Plan, June 2017* for the following:

- Accommodation
- Aged Care Facility
- Child Care centre
- Education Centre
- Place of Assembly
- Retail premises
- Cinema based entertainment facility
- Hospital.

6.0
27/05/2019
C239wsea

Decision guidelines

None specified.

7.0
27/05/2019
C239wsea

Signs

The sign category for this land is the category specified in the zone applied to the land at Clause 2.2 of this schedule.

7.1
27/05/2019
C239wsea

Land and home sales signs

Despite the provisions of Clause 52.05, signs promoting the sale of land or homes on the land (or on adjoining land in the same ownership) may be displayed without a permit provided:

- The display area for each sign does not exceed 10 square metres;
- Only one sign is displayed per road frontage. Where the property has a road frontage of more than 150 metres multiple signs may be erected provided there is a minimum of 150 metres distance between each sign, with a total of not more than 4 signs per frontage;
- The sign is not animated, scrolling, electronic or internally illuminated sign;
- The sign is not displayed longer than 21 days after the sale (not settlement) of the last lot; and
- The sign is set back a minimum of 750 millimetres from the property boundary.

A permit may be granted to display a sign promoting the sale of land or homes on the land (or on adjoining land in the same ownership) with an area greater than 10 square metres

INFORMATION ONLY

Domestic Building Insurance

Certificate of Insurance

FIRAT HOMES PTY LTD 80 HUME HWY SOMERTON VIC 3062	Policy Number: C437208 Policy Inception Date: 22/05/2019 Builder Account Number: 002527
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A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

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

At the property: **Lot 425 Edgars Rd WOLLERT VIC 3750 Australia**

Carried out by the builder: **FIRAT HOMES PTY LTD**

Builder ACN: **139287933**

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

For the building owner(s): **FIRAT HOMES PTY LTD**

Pursuant to a domestic building contract dated: **22/05/2019**

For the contract price of: **\$ 170,000.00**

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

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

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

PLEASE CHECK

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

IMPORTANT

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

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

Period of Cover

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

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

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

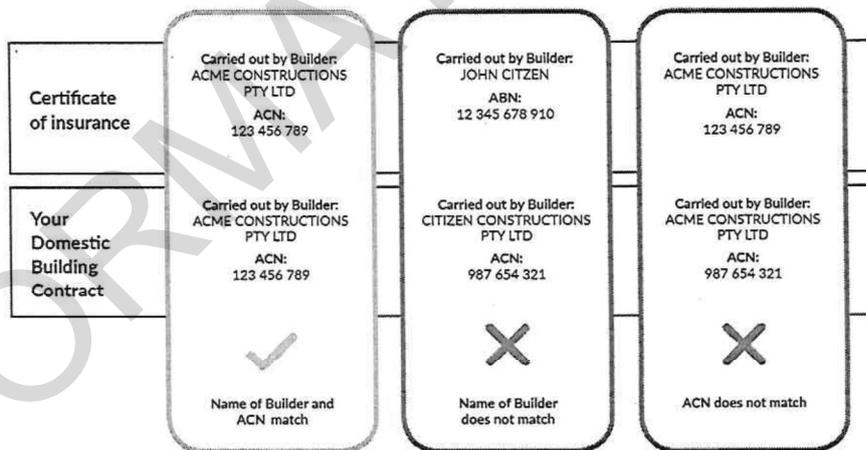
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$610.00
GST:	\$61.00
Stamp Duty:	\$67.10
Total:	\$738.10

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

Below are some example of what to look for





Opes Building Solutions
ABN: 93613 578 493

PO BOX 362, GLENROY, VIC, 3046

Tel: (03) 9304 4412
Email: admin@opesbs.com.au
Website: www.opesbs.com.au

Occupancy Permit
Project Number: 20190279

FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018

OCCUPANCY PERMIT
For Building Permit No. BSU-44430/20190279/0

Property Details

Address: 1258 Edgars Road, Wollert VIC 3750
Lot: 425 **LP/PS:** 805553U **Section:** 17
CA: n/a **Volume:** 12072 **Folio:** 733
Municipality: Whittlesea City Council **Parish:** Wollert **County:** n/a

Building permit details

Building permit number: BSU-44430/20190279/0
Version of BCA applicable to building permit: 2016 Vol. 2

Building Details

Part of building to which permit applies: Entire - Dwelling & Associated Garage
Permitted Use: Residential
BCA Class of building: Class 1a(i) & Class 10a
Maximum Permissible Floor Live Load: 0.25 kPa & 1.5 kPa
Storeys contained: 1

Performance Solutions

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

Relevant performance requirement	Details of performance solution
P2.6.1 / Part 3.12.0	To permit use of reticulated Class A recycled water in lieu of providing a solar hot water system or rainwater tank connected to sanitary flushing facilities as prescribed within BCA Vol 2.

Reporting Authority

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

Matter Reported On	Regulation	Reporting Authority
Legal Point of Discharge	Regulation 133(2)	Whittlesea City Council

Suitability of Occupation

The building to which this permit applies is suitable for occupation.

Date of Approved Inspection:

Pre-Slab Inspection 03/09/2019
Slab-Steel Inspection 09/09/2019
Frame Inspection 20/09/2019
Final Inspection 14/11/2019

Relevant Building Surveyor:

Name: Mehmet Yuksel
Address: Level 1, Suite 9, 785 Pascoe Vale Road, GLENROY, VIC, 3046
Email: admin@opesbs.com.au
Building practitioner registration no.: BSU-44430
Municipal district name: Whittlesea City Council
Certificate no.: BSU-44430/20190279/0-OP
Date of issue: 14 November 2019
Date of final inspection: 14 November 2019
Signature:



Opes Building Solutions
ABN: 93613 578 493
PO BOX 362, GLENROY, VIC, 3046
Tel: (03) 9304 4412
Email: admin@opesbs.com.au
Website: www.opesbs.com.au

Project Number: 20190279

FORM 2

Building Act 1993
Building Regulations 2018 - Regulation 37(1)
Building Permit No. BSU-44430/20190279/0

Issue to

Agent of Owner: **Firat Homes Pty Ltd**
Postal Address: **1/121 Essex Street, PASCOE VALE VIC**
Email: **firathomes@hotmail.com**
Address for serving or giving of documents:
1/121 Essex Street, PASCOE VALE VIC
Contact Person: **Zeynal Akcali**

Postcode: **3044**
Telephone: **0402 292 452**
Postcode: **3044**
Telephone: **0402 292 452**

Ownership Details

Owner: **Firat Homes Pty Ltd**
Postal Address: **1/121 Essex Street, PASCOE VALE VIC**
Email: **firathomes@hotmail.com**
Contact Person: **Zeynal Akcali**

Postcode **3044**
Telephone **0402 292 452**

Property Details

Number: **1258** Street/Road: **Edgars Road** Suburb: **Wollert** Postcode: **3750**
Lot/s: **425** LP/PS: **805553U** Volume: **12072** Folio: **733**
CA: **n/a** Section No: **17** Parish: **Wollert** County: **n/a**
Municipal District: **Whittlesea City Council**

Builder

Name: **Firat Homes Pty Ltd** Telephone: **0402 292 452**
ACN/ARBN*: **139 287933**
Registration no.: **CDB-U 62213** **Domestic Builder Unlimited**
Postal Address: **1/121 Essex Street, PASCOE VALE VIC** Postcode: **3044**

This builder is specified under section 24B [4] of the Building Act 1993 for the building work to be carried out under this permit.

Building practitioner or architect engaged to prepare documents for this permit

Name	Category/class	Registration Number
Guven Karayagiz	Draftsperson - Building Design (Architectural)	DP-AD 37363
Philip Michael Biviano	Engineer - Structural	EC-1488

Details of Domestic Building Work Insurance

Name of Builder: **Firat Homes Pty Ltd**
Name of Issuer or Provider: **Bovill Risk & Insurance Consultants Pty Ltd**
Policy Number: **C437208**
Policy cover: **\$170,000.00**

Nature of Building Work

Construction of a New Single Storey Dwelling & Associated Garages
Storeys contains: **1**
Version of BCA applicable to permit: **2016 Vol. 2**
Stage of Building Work Permitted: **Entire - Dwelling & Garage**
Cost of Building Work: **\$170,000.00**
Total floor area of new building work m²: **259**

BCA ClassificationPart of Building: **Entire - Dwelling & Associated Garage**Class: **Class 1a(i) & Class 10a****Performance Solution**

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

Relevant performance requirement	Details of performance solution
P2.6.1 / Part 3.12.0	To permit use of reticulated Class A recycled water in lieu of providing a solar hot water system or rainwater tank connected to sanitary flushing facilities as prescribed within BCA Vol 2.

Prescribed Reporting Authorities

The following bodies are Prescribed Reporting Authorities for the purpose of the application for this permit in relation to the matters set out below:

Matter Reported On	Regulation	Reporting Authority
Legal Point of Discharge	Regulation 133(2)	Whittlesea City Council

Protection Work

Protection work is not required in relation to the building work proposed in this permit.

Inspection Requirements

The mandatory inspection notification stages are:

1. Pre-Slab Inspection
2. Slab-Steel Inspection
3. Frame Inspection
4. Final Inspection

Occupation or User of Building: An occupancy permit is required prior to the occupation or use of this building

If an occupancy permit is required, the permit is required for the Entire - Dwelling & Associated Garage of the building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by 23 May 2020

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by 23 May 2021

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

Conditions and required Certificates

This building permit is issued subject to compliance with all of the conditions as listed in attached Annexures (Appendix)

Relevant Building Surveyor

Name: **Mehmet Yuksel**
 Address: **Level 1, Suite 9, 785 Pascoe Vale Road, GLENROY VIC 3046**
 Email: **admin@opesbs.com.au**
 Registration no.: **BSU-44430**
 Municipal district: **Whittlesea City Council**
 Permit No.: **BSU-44430/20190279/0**
 Issue Date: **23 May 2019**

Signature:





L Deniese & L M Deniese
31 Stonebridge Rise
EPPING VIC 3076

Assessment number: **1065176**

 To receive your rates notice via email, register at whittlesea.enotices.com.au
Reference No: **90BCC89B7Z**

Issue date: **05/08/2025**

Instalment 1

\$638.96

Due By 30/09/2025

* If full payment of the instalment 1 amount is not received by **30 September 2025**, your account will revert to the lump sum option shown below. If this occurs you will not receive instalment reminder notices.

Instalment 2 **\$635.00**

Due By 30/11/2025

Instalment 3 **\$635.00**

Due By 28/02/2026

Instalment 4 **\$635.00**

Due By 31/05/2026

If you would prefer to pay via smaller, regular payments throughout the year, scan the FlexiPay QR code in the payments section below.

OR

Lump sum **\$2,543.96**

Due By 15/02/2026

Access free and discounted waste disposal vouchers online



Visit whittlesea.vic.gov.au/wastevouchers to download your vouchers or call **9217 2170**.

Property Details 1258 Edgars Road WOLLERT VIC 3750

LOT 425 PS 805553U

Owner: Deniese, Lloyd & Deniese, Lenora Maria

Ward: Ganbu Gulinj

Valuation Details

Site Value	Capital Improved Value	Net Annual Value
\$440,000	\$825,000	\$41,250
Level of value date 01/01/2025	Valuation operative date 01/07/2025	
AVPCC 110 Detached Dwelling		

State Government Charges

ESVF Fixed charge (Res) 1 x 136.00	\$136.00
ESVF Variable Levy (Res) 825,000 x 0.00017300	\$142.73
Waste Landfill Levy Res/Rural 1 x 105.85	\$105.85

Please call 1300 819 033 for all questions about the Emergency Services & Volunteers Fund

Council Rates And Charges

General rate 41,250 x 0.04728680	\$1,950.58
Waste Service Charge (Res/Rural) 1 x 208.80	\$208.80
Total	\$2,543.96

Payments received after 5 Aug 2025 may not be included on this notice

How to pay

 whittlesea.vic.gov.au



 Phone **1300 301 185**



 Council Offices

See the back of this notice for opening hours and locations

BPAY



Billers Code: 5157
Ref: 1065176

BPAY this payment via internet or phone banking

FlexiPay



Set up your flexible payment options.



Scan the QR code or visit

 whittlesea-pay.enotices.com.au



Post Billpay



Billpay Code: 0350
Ref: 10651764

Pay in person at any post office:

 **131 816** or  postbillpay.com.au

Scan the barcode below and pay with your iPhone, iPad or Android device. Download the Australia Post mobile app.



*350 10651764



*350 10651764

Payment – instalments/lump sum

City of Whittlesea's rates and charges for 2025/26 are payable by four instalments or an annual lump sum.

Instalments – You can pay your rates via four instalment payments. The due date for each instalment is shown on the front of this notice. Payment of the first instalment must be received by 30 September 2025. Reminders will be issued for the second, third and fourth instalments.

Lump sum – You can choose to pay your rates as a lump sum. The lump sum amount is shown on the front of this notice, and payment is due on or before 15 February 2026.

Payment plans

You can apply for an interest free payment plan at whittlesea-pay.enotices.com.au using the enotices reference on the front of this notice. Alternatively you can contact us about an interest free arrangement or payment plan, or a deferral by emailing arrangements@whittlesea.vic.gov.au

Financial hardship

If you are struggling to pay your rates due to financial hardship, you can see what options are available to assist you under our Financial Hardship Policy. Visit whittlesea.vic.gov.au/rates or call us on 9217 2170.

Interest on late payments

Rates and charges not paid on or before the due date will be charged interest from the instalment dates. Interest will continue to accrue until the account is up to date. Penalty interest is charged at 10% per annum as provided in the *Penalty Interest Rates Act 1983*.

Assessments with a current payment plan are not charged interest.

Allocation of payments

All payments will be credited in the following order: legal costs, interest charges, overdue rates and charges, current year rates and charges.

Rate capping

Council has complied with the Victorian Government's rate cap of 3%. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- the valuation of your property relative to the valuation of other properties in the municipality
- the application of any differential rate by Council
- the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

Date rates declared

17 June 2025

Emergency services and volunteers fund

Council must collect the Emergency Services and Volunteers Fund on behalf of the Victorian Government. If the leviable land is rateable land, or if it is classed as residential but is not rateable land, you may apply for a waiver, deferral or concession in accordance with sections 27 and 28 of the *Fire Services Property Levy Act 2012* and section 20C of the *Fire Services Property Amendment (Emergency Services and Volunteers Fund) Bill 2025*.

A property is allocated an Australian Valuation Property Classification Code (AVPCC) to determine the land use classification for Emergency Services and Volunteers Fund purposes.

Pension rebate

Ratepayers who hold a Pension Concession Card or certain cards issued by Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence.

Application forms are available at whittlesea.vic.gov.au or by calling 9217 2170.

Health care cards are not accepted.

Farm land and single farming enterprise

For a property to be rated as Farm Land, an application must be completed online between 1 February and 30 April. The application link can be found on Council's website whittlesea.vic.gov.au

You may also apply for a single farming enterprise exemption in accordance with section 9 of the *Fire Services Property Levy Act 2012*.

Objection to the valuation

The values shown on this notice were assessed as at 1 January 2025 by the Valuer General Victoria. Objections to the valuation of your property (including the AVPCC) can be made under section 17 of the *Valuation of Land Act 1960*. Objection must be lodged within two months of this notice or Supplementary Notice being issued and can be lodged online at ratingvaluationobjections.vic.gov.au

Regardless of an objection being lodged, the rates and charges as assessed must be paid by the due dates to avoid penalty interest. Any overpayments will be refunded. These valuations may be used by other authorities. The State Revenue Office uses the site value in assessing Land Tax. Contact the State Revenue Office for more information.

Objection to a rate or charge

You can object to a rate or charge by appealing to the County Court under section 184 of the *Local Government Act 1989*. Any appeal must be lodged within 60 days of the date of issue of this notice. You may only appeal on one or more of the following grounds:

- that the land is not rateable land (this is not applicable to special rates)
- that the rate or charge assessment was calculated incorrectly
- that the person rated is not liable to be rated.

Direct debit

You can set up a direct debit (annual, quarterly, monthly, fortnightly or weekly) at whittlesea-pay.enotices.com.au using the enotices reference on the front of this notice. Direct debits end by 31 May 2026

Accepted payment methods

The payment methods shown on the front of this notice are the only accepted payment methods.

Change of name/address

It is the responsibility of the owner/s to immediately notify Council in writing of any changes of name and/or address for this property.

Waste vouchers

Access free and discounted waste disposal vouchers through Council's website. Vouchers are not transferable or for commercial use – the resident must be present when using vouchers. Proof of address identification is required when presenting vouchers.

Privacy statement

The information on this notice is subject to the *Privacy and Data Protection Act 2014* and will be kept on record at Council. Please call 9217 2170 for further information on privacy matters.

Differential rates calculated on net annual value

Differential type	Rate in the dollar	Differential for this assessment
General	0.04728680	\$1,950.58
Farm*	0.02837208	\$1,170.35

* Eligible ratepayers can apply for farm rate.
Please see Council's website for details on how to apply.



**City of
Whittlesea**

📍 **South Morang**
25 Ferres Boulevard,
South Morang 3752
Monday to Friday, 8.30am–5pm

📍 **Whittlesea**
63 Church Street, Whittlesea 3757
Monday to Friday, 9.30am–5pm

☎ 9217 2170 (including after hours emergencies)
National Relay Service
133 677 (ask for 9217 2170)

✉ Locked Bag 1, Bundoora MDC VIC 3083

@ info@whittlesea.vic.gov.au

🌐 whittlesea.vic.gov.au



**Free telephone
interpreter service**

131 450

Arabic خدمة الترجمة الشفهية الهاتفية المجانية
Chinese Simplified 免费电话传译服务
Chinese Traditional 免費電話傳譯服務
Greek Δωρεάν τηλεφωνική υπηρεσία διερμηνέων
Italian Servizio di interpretariato telefonico gratuito

Macedonian Бесплатна телефонска услуга за преведување
Persian/Farsi خدمات مترجم شفاهی تلفنی رایگان
Punjabi ਮੁਫਤ ਟੈਲੀਫੋਨ ਦੁਆਰਾ ਸੇਵਾ
Turkish Ücretsiz telefonla tercümanlık servisi
Vietnamese Dịch vụ thông dịch qua điện thoại miễn phí

17th October 2025

INSTANT CONVEYANCING SERVICES
Instant Conveyancing Services

Dear INSTANT CONVEYANCING SERVICES,

RE: Application for Water Information Statement

Property Address:	1258 EDGARS ROAD WOLLERT 3750
Applicant	INSTANT CONVEYANCING SERVICES Instant Conveyancing Services
Information Statement	30982826
Conveyancing Account Number	8945642714
Your Reference	13909

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

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

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	1258 EDGARS ROAD WOLLERT 3750
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This property is in a mandated recycled water area but recycled water isn't available yet.

We are working towards bringing recycled water to the area and until it is available, we will supply potable water through your recycled water pipes. Any water used through recycled water pipes will be charged at the recycled water usage rate. For more information, visit yvw.com.au/recycled.

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

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

Melbourne Water Property Information Statement

Property Address	1258 EDGARS ROAD WOLLERT 3750
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STATEMENT UNDER SECTION 158 WATER ACT 1989

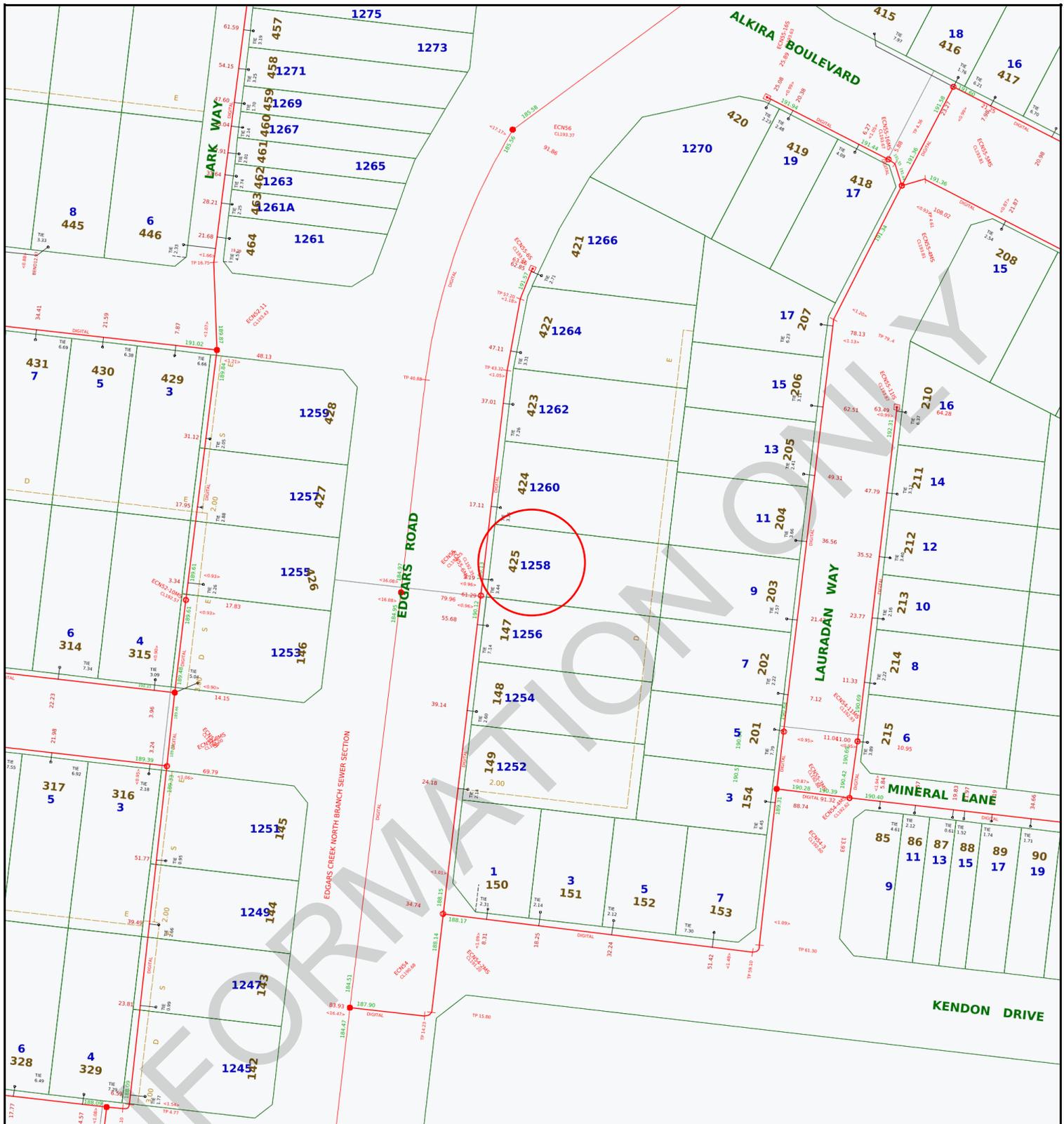
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30982826**

Address	1258 EDGARS ROAD WOLLERT 3750	
Date	17/10/2025	
Scale	1:1000	



Yarra Valley Water
ABN 93 066 902 501

Existing Title		Access Point Number		GLV2-42	MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole			MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow			MW Drainage Manhole	
Existing Sewer		Sewer Offset		<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;

17th June 2019

Application ID: 398646

CONDITIONS OF CONNECTION

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

Approval Detail

Water

Required Services

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

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Water & Sewer Connection	1458503

Specific conditions affecting encumbrances on property:

Recycled Water

Conditions of Connection Details

GENERAL

In these conditions the terms,

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

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

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

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

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

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

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

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

WATER

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

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

of connection.

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

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

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

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

METER ASSEMBLIES & POSITIONING

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

Water meter assemblies:

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

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

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

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

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

REMOVAL OF WATER METERS

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

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

DAMAGED OR STOLEN METERS

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

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

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

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

RECYCLED WATER CONDITIONS

Supplementary Conditions of Connection for Class A Recycled Water

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

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

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

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

Recycled Water Supply

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

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

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

1. Breaching these Conditions

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

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

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

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

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

the property owner must:

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

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

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

3. Recycled Water Plumbing

3.1. Toilet cisterns

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

3.2. Rainwater Tanks

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

3.3. External Taps – Residential

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

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

3.4. External Taps – Non-Residential

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

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

3.5. Laundry Use

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

3.6. Irrigation Systems

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

tested.

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

3.7. Regulatory Prohibition Hybrid Signs

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

4. Uses of Recycled Water

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

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

5. Plumbing Standards

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

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

6. Inspections For Recycled Water Plumbing Works

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

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

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

(b) R2 – All internal pipework prior to plastering

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

(c) R3– Commissioning prior to occupancy

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

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

For inspection related enquiries:

Email: rwplumbinginspection@yvw.com.au

Phone: 9872 2518

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

7. Temporary Cross Connections

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

8. Tappings

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

9. Locking Device

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

10. Meter Assemblies & Positioning

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

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

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

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

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

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

10.7. Minimum separation between meters as follows:

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

11. Stolen Meters

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

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

12. Owner's Responsibility

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

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

12.2. For Irrigation Systems:

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

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

SEWER

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

Ownership boundaries for the sewer connection point can be found at <https://www.yvw.com.au/faults-works/responsibilities/repair-responsibilities>

Following the completion of a new or altered property sewerage drain, a copy of the updated Property

Sewerage Plan must be returned within 7 days to Yarra Valley Water easyACCESS@yvw.com.au.
Photographs of plans are not acceptable.

AMENDMENTS

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

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

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

INDEMNITY

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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

INSTANT CONVEYANCING SERVICES
Instant Conveyancing Services
arun@instantconveyancing.com.au

RATES CERTIFICATE

Account No: 3660603880
Rate Certificate No: 30982826

Date of Issue: 17/10/2025
Your Ref: 13909

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
1258 EDGARS RD, WOLLERT VIC 3750	425\PS805553	5210915	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2025 to 31-12-2025	\$21.26	\$21.26
Residential Sewer Service Charge	01-10-2025 to 31-12-2025	\$122.58	\$122.58
Parks Fee	01-10-2025 to 31-12-2025	\$22.63	\$22.63
Drainage Fee	01-10-2025 to 31-12-2025	\$31.51	\$31.51
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$0.00
Total for This Property			\$197.98



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

Recycled water is available at this property

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

Property No: 5210915

Address: 1258 EDGARS RD, WOLLERT VIC 3750

Water Information Statement Number: 30982826

HOW TO PAY



Biller Code: 314567
Ref: 36606038809

**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: ARUN.B:13909