

CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property Address: 17 LOUKAS DRIVE WOLLERT VIC 3750

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

The terms of this contract are contained in the:

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER on/...../20.....

Print name of person 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/...../20.....

Print name of person signing ELHAM MESBAH and YOUSEF BASTANI

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.

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 have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales

Section 9AA(1A)
Sale of Land Act 1962

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Harcourts Rata & Co
1, 337 Settlement Road THOMASTOWN VIC 3074

Tel: 0423 588 621 Fax: Ref: Leon El Assaad Email: sold@rataandco.com.au

VENDOR

ELHAM MESBAH and YOUSEF BASTANI

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

EASY LINK CONVEYANCING
of 328 Main Road East, St Albans 3021

Tel: 03 9364 1133 Fax: 03 9364 0022 Ref: HN-25/37234 Email:
settlement2@easylinkconveyancing.com.au

PURCHASER

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel: Fax: Ref: Email:

LAND (general conditions 7 & 13)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
12060/262	1212	PS 742746F

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:
17 Loukas Drive Wollert Vic 3750

GOODS SOLD WITH THE LAND
(general condition 6.3(f))

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

PAYMENT

Price	\$		
Deposit	\$	by	
Balance	<u>\$</u>	(of which \$	has been paid)
		payable at settlement	

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

SETTLEMENT (general condition 17 & 26.2)

Is due on

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

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

LEASE (general condition 5.1)

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

in which case refer to general condition 5.1.

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

Residential tenancy agreement for a fixed term ending

Periodic residential tenancy agreement determinable by notice

Lease for a term ending.....with.....option to renew, each of..... years

TERMS CONTRACT (general condition 30)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 30 and add any further provisions by way of special conditions:

LOAN (general condition 20) – **NOT APPLICABLE AT AUCTION**

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

Lender:

Loan amount: \$

Approval date:

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

If the contract is subject to 'special conditions', then particulars of the special conditions are as follows.

1. Purchaser's inspection and investigation.

- 1.1. The Purchaser acknowledges that they have inspected the structures buildings and the Land and performed all required investigations in relation to the land. The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:
 - 1.1.1 Has made investigations and accepts the structures, improvements, and land as to the current nature, quality, condition, and state of repair.
 - 1.1.2 Accepts that all structures or improvements on the land may not comply with applicable building codes, standards regulations and the Purchaser has made its own investigation as to the level of compliance and required building rectification work or demolition to achieve compliance.
 - 1.1.3 Accepts the land as it is in its current state, and subject to all defects, whether latent or patent, noncompliance with applicable building codes standards and regulations; and
 - 1.1.4 Is satisfied about the purposes for which the land may be used and about all restrictions and prohibitions on their intended use or development of the land.
 - 1.1.5 Is aware that the structures and improvements on the land may not be suitable for occupation or habitation notwithstanding that an occupancy permit had been issued

WARRANTY BY VENDOR

- 1.2 The Vendor gives no warranty:
 - 1.2.1 That the improvements erected on the land or any alterations or additions to the improvements comply with any building legislation, regulations applicable code and standards.
 - 1.2.2 As to the use to which the land may be intended to be used by the purchaser is suitable for that intended use
 - 1.2.3 That the building and structures on the land comply with any applicable building permit, approval, and regulations
 - 1.2.4 That any of the chattels appliances, fixtures or fittings in that building are operational or functional.
- 1.3 The Vendor has not made and shall not be construed as having made any representation or warranty that the Property is free of contaminants. Prior to entering this Contract, the Purchaser has made its own enquiries and investigations as to the environmental state of the Property and the Purchaser has relied and relies entirely on the result of its investigations and on its own judgment in entering this Contract.

CLAIMS BY PURCHASER

- 1.4 The Purchaser shall make no objection, claim compensation, or delay settlement or payment of the balance of the purchase price because of anything in connection with:
 - 1.4.1 any improvements buildings structures erected on the land or any alterations or additions to the improvements not being in compliance with any building legislation, applicable codes and standards, building regulations.
 - 1.4.2 The failure or defect (latent or patent) in any structure, improvements chattels or good which are on the land.
 - 1.4.3 The nature of quality and classification of the soil and subsoil of the land.
 - 1.4.4 The suitability condition or existence or non-existence of any chattels appliances, fixtures, and fittings in relation to the dwelling on the land.

2. Nomination

General condition 4 of the contract of sale is added:

- 2.1 The purchaser may no later than 10 days before the due date for settlement nominate a suitable or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- 2.2 The nominee must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred due to the nomination request.

3. Extension/Variation request

The Purchaser must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred due to each extension or variation to the finance approval date, deposit payment due date, or settlement date, as requested by the Purchaser and consented to by the Vendor. This payment is payable at the time of settlement for each request made.

4. Rescheduled Settlement

- 4.1 The purchaser must ensure the settlement occurs on the due date for settlement as set out in the particulars of this Contract (Due Date). Failure to settle by the Due Date constitutes a default under this contract.
- 4.2 In the event of a default by the Purchaser by not settling on the Due Date, the Purchaser must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred for each occurrence of requesting a rescheduling of the settlement.

5. Adjustments

- 5.1 The Purchaser is responsible for ensuring the Statement of Adjustments and all relevant certificates are prepared by their representative and delivered to the Vendor's representative no later than 3 business days preceding the settlement date
- 5.2 Should there be a delay by the Purchaser in providing the Statement of Adjustments and relevant certificates by the specified time, the Purchaser will be deemed in default of the Contract. As a result of this default, the Purchaser will incur an administration fee of \$220.00 (inclusive of GST) payable to the Vendor's representative for the delay.

6. Duties Form

- 6.1 The Duties Form must be completed and provided to the vendor's conveyancer no later than 5 business days prior to the settlement date.
- 6.2 If the purchaser has not completed the Duties Form as required by special condition 6.1 the purchaser will be in default of the contract and must pay to the Vendor's representative an administration fee of \$220.00 (inclusive of GST).
- 6.3 If any requests for amendments in the Duties Form made within 3 business days of the settlement date that require the parties to re-sign, the Purchaser must pay to the Vendor's representative an administration fee of \$110.00 (inclusive of GST) for each amendment.

7. Default not remedied

General conditions 35.4 of the contract of sale is added:

Should the settlement be not completed on the due date by the purchaser, the purchaser will be liable for Vendor's losses including but not limited to:

- 7.1 Interests on any loan secured on the property from the original settlement date until the property can settle.
- 7.2 Penalties, interest, and charges incurred as a result of not being settle a purchase of another property; and
- 7.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

8. Amendments

General Condition 6.1 is amended by deleting the words "in the month and year set out the header of this page" and adding the word "latest" which reads as follows "The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the latest form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd".

9. GC 23 – special condition

For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

10. GC 28 – special condition

General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may 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.

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out in the header of this page
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due

date for settlement.

- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This

general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

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

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

18.9 The vendor must before settlement:

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

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after

settlement on the property.

- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late

payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - otherwise comply, or ensure compliance, with this general condition;
- despite:
- any contrary instructions, other than from both the purchaser and the vendor; and
 - any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- settlement is conducted through an electronic lodgment network; and
 - the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- so agreed by the vendor in writing; and
 - the settlement is not conducted through an electronic lodgment network.

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

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

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service'

have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

GUARANTEE and INDEMNITY

I/We, of

and of

being the **Sole Director / Directors** of ACN
 (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:-

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) 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 20.....

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)
 in the presence of:) Director (Sign)
)
 Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)
 in the presence of:) Director (Sign)
)
 Witness.....)

Real Estate Auction Rules

1. The auction will be conducted in accordance with the rules and any additional conditions that were made available for inspection before the start of the auction.
2. The auction rules prohibit an Auctioneer from accepting bids or offers for a property, after the property has been knocked down to the successful bidder.
3. The vendors have a reserve price.
4. As the Auctioneer, I will indicate bidders on request.
5. The law prohibits false bids and prohibits major disruptions by bidders.

The law also prohibits bidders attempting to prevent others from bidding and will issue fines if this occurs.

6. The rules permit vendor bids.
7. During the auction, the Auctioneer will say "VENDOR BID", when making bids on the vendor's behalf.
8. The law prohibits the making of "VENDOR BIDS", other than by the Auctioneer.

SECTION 32

STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor: ELHAM MESBAH and YOUSEF BASTANI

Property: 17 LOUKAS DRIVE WOLLERT VIC 3750

VENDORS REPRESENTATIVE

EASY LINK CONVEYANCING

Shop

328 Main Road East
ST ALBANS VIC 3021

Tel: 03 9364 1133

Fax: 03 9364 0022

Email: settlement2@easylinkconveyancing.com.au

Ref: HN-25/37234

SECTION 32 STATEMENT
17 LOUKAS DRIVE WOLLERT VIC 3750

32A FINANCIAL MATTERS

Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) including any water usage, sewerage disposal charges or other charges based on a user pay system.

- (a) Their total does not exceed: \$5,000.00
- (b) The Purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.
- (c) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:
 - Not Applicable
- (d) The land is not tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024
 - See attached certificate

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows:
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:

Is contained in the attached Certificate/s.

32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is not in a designated bushfire- prone area under section 192A of the Building Act 1993.

SECTION 32 STATEMENT
17 LOUKAS DRIVE WOLLERT VIC 3750

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: WHITTLESEA PLANNING SCHEME
Responsible Authority: WHITTLESEA CITY COUNCIL
Zoning: GRZ General Residential Zone
Planning Overlay/s: See attached certificates

32D NOTICES

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any 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.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

Is contained in the attached Certificate/s.

32F OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

SECTION 32 STATEMENT
17 LOUKAS DRIVE WOLLERT VIC 3750

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

32I TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
 - (i) the last conveyance in the Chain of Title to the land; or
 - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision -
 - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
 - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
 - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
 - (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

SECTION 32 STATEMENT
17 LOUKAS DRIVE WOLLERT VIC 3750

DATE OF THIS STATEMENT

/ /20

Name of the Vendor

ELHAM MESBAH and YOUSEF BASTANI

Signature/s of the Vendor

x

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

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

Material Facts - Sale of Land Act 1962 - Section 12(d)

A "material fact" is a fact that a possible purchaser would care about when deciding whether or not to buy land, or that could make a purchaser decide to buy land at a certain price. It's important for the seller or agent to tell potential purchasers anything important about the property that they might not know, even after looking at it. This is to make sure that the deal is fair and transparent.

Please respond to the following queries in accordance with Section 12(d) of the Sale of Land Act of 1962:

1. Tests or investigations in the past have shown (or the vendor or agent already knows about) a problem with the building's structure, a termite infestation, combustible cladding, asbestos (including loose-fill asbestos insulation), or contamination from the land's prior use;
 Yes / No. If Yes, please specify:
2. The underlying cause of an obvious physical defect is not easy to see during the inspection (for example, a big crack in a wall would be obvious to a purchaser during the inspection, but the reason for the crack, like bad stumping, might not be);
 Yes / No. If Yes, please specify:
3. There has been a significant event at the property, including a flood, or a bushfire;
 Yes / No. If Yes, please specify:
4. There is a history of pesticide use in the event the property had been used for horticulture or other agricultural purposes
 Yes / No. If Yes, please specify:
5. There are restrictions on vehicular access to a property that are not obvious during a property inspection (such as truck curfews or where access is via an easement that is not apparent on the Certificate of Title or plans);
 Yes / No. If Yes, please specify:
6. Facts about the neighbourhood around the property that might not be obvious at first inspection, such as sinkholes, surface subsidence, or plans for development, that are likely to affect how the property is used and enjoyed more than the usual disturbances and inconvenient things that come with living on land of this kind and in this area;
 Yes / No. If Yes, please specify:
7. Building work or other work done without a required building permit, planning permit or that is otherwise illegal;
 Yes / No. If Yes, please specify:
8. The property, either now or in the past, has been the site of a serious crime or an event that might cause long-term risks to the health and safety of the people living there, such as: extreme violence such as a homicide
 - use for the manufacture of substances such as methylamphetamine, or
 - a defence or fire brigade training site involving the use of hazardous materials. Yes / No. If Yes, please specify:
9. Enhancements or improvements made to a property such as renovations, substantial repairs, etc.
 Yes / No. If Yes, please specify:
10. Any other specific facts known by the vendor (or the vendor's agent, including an estate agent) to be important to a specific purchaser;
 Yes / No. If Yes, please specify:

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 12060 FOLIO 262

Security no : 124125564492K
Produced 23/06/2025 12:40 PM

LAND DESCRIPTION

Lot 1212 on Plan of Subdivision 742746F.
PARENT TITLE Volume 11994 Folio 800
Created by instrument PS742746F 15/02/2019

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
ELHAM MESBAH
YOUSEF BASTANI both of 12 ABBOTSLEY ROAD WOLLERT VIC 3750
AR972180C 01/03/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR972181A 01/03/2019
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS742746F 15/02/2019

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
AL914734P 27/05/2015

DIAGRAM LOCATION

SEE PS742746F 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: 17 LOUKAS DRIVE WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 01/03/2019

DOCUMENT END



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Document Type	Plan
Document Identification	PS742746F
Number of Pages (excluding this cover sheet)	7
Document Assembled	23/06/2025 12:44

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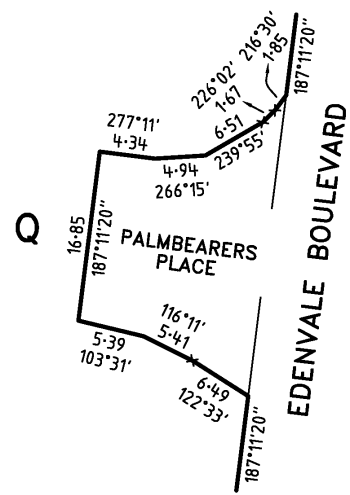
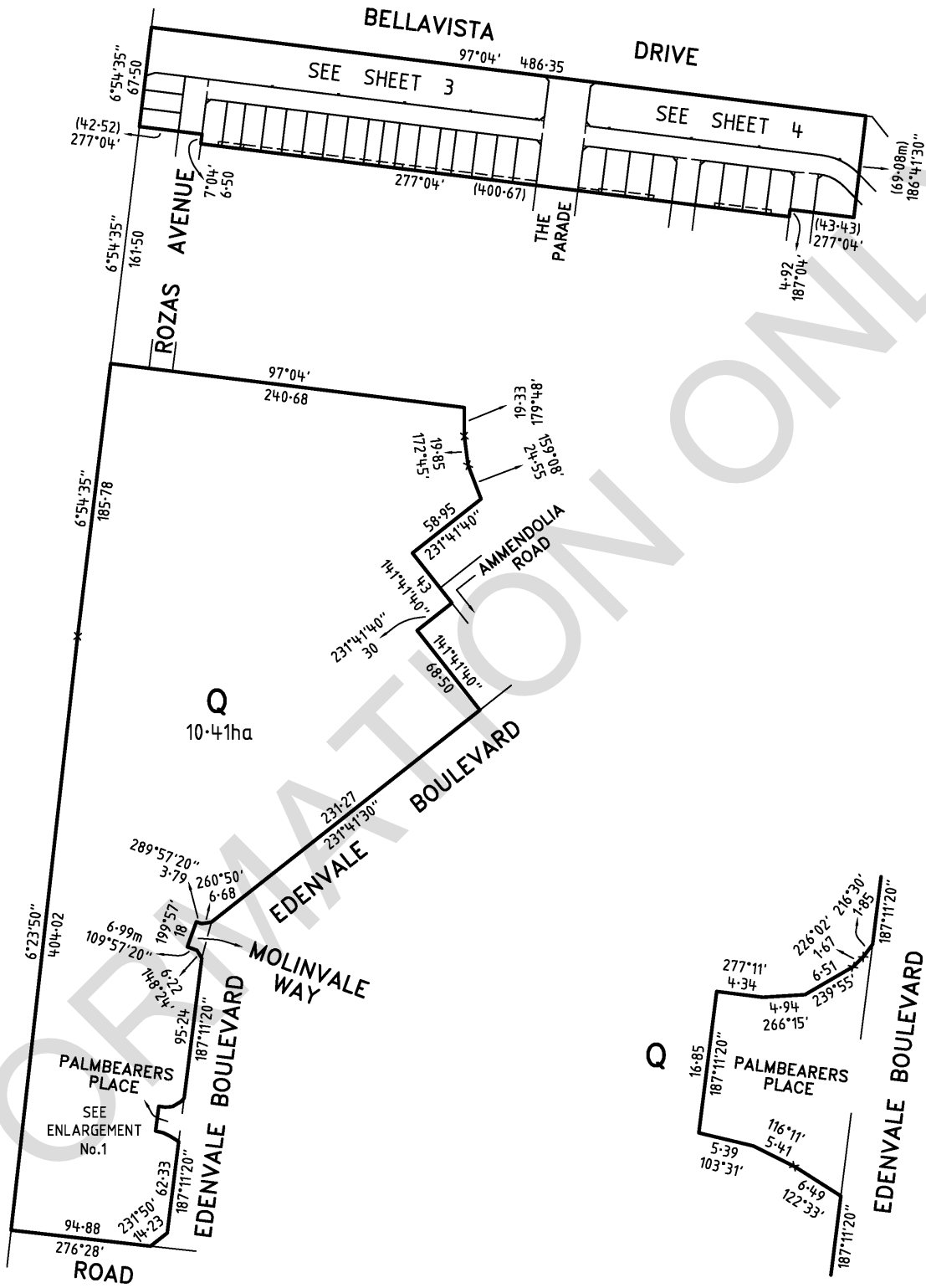
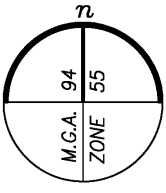
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PLAN OF SUBDIVISION		EDITION 1	PS 742746F	
<p>PARISH: LOCATION OF LAND WOLLERT</p> <p>TOWNSHIP: -</p> <p>SECTION: 12</p> <p>CROWN ALLOTMENT: -</p> <p>CROWN PORTION: 2 (PART) & 3 (PART)</p> <p>TITLE REFERENCE: Vol. 11994 Fol. 800</p> <p>LAST PLAN REFERENCE: LOT P ON PS742767W</p> <p>POSTAL ADDRESS: EDENVALE BOULEVARD (at time of subdivision) WOLLERT 3750</p> <p>MGA 94 CO-ORDINATES: E 324 725 (approx. centre of land in plan) N 5 834 800 Zone: 55</p>	<p>Council Name: Whittlesea City Council</p> <p>Council Reference Number: 609018 Planning Permit Reference: 712848 SPEAR Reference Number: S072291V</p> <p>Certification</p> <p>This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 17/03/2016</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification</p> <p>Digitally signed by: Renee Kueffer for Whittlesea City Council on 22/03/2018</p> <p>Statement of Compliance issued: 07/02/2019</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance</p>			
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	<p>STAGING This is not a staged subdivision Planning Permit No. 712848</p> <p>DEPTH LIMITATION DOES NOT APPLY</p> <p>LOTS 1 TO 1200 AND A TO P (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN</p> <p>AREA OF LAND SUBDIVIDED (EXCLUDING LOT Q) - 3.551ha</p> <p>TANGENT POINTS ARE SHOWN THUS: </p>		
ROAD R1 RESERVE No.1 RESERVE No.2	WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL			
OTHER PURPOSE OF PLAN				
TO REMOVE THAT PART OF DRAINAGE AND SEWERAGE EASEMENT E-2 ON PS742767W NOW CONTAINED IN THE PARADE ON THIS PLAN				
GROUNDS FOR REMOVAL OF EASEMENTS				
AGREEMENT BY ALL INTERESTED PARTIES				
EASEMENT INFORMATION				
LEGEND: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement				
SUBJECT LAND	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1 E-1	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	PS734553N PS734553N	WHITTLESEA CITY COUNCIL YARRA VALLEY WATER CORPORATION
E-2 E-2	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	PS742765B PS742765B	WHITTLESEA CITY COUNCIL YARRA VALLEY WATER CORPORATION
E-3 E-3	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	PS742766Y PS742766Y	WHITTLESEA CITY COUNCIL YARRA VALLEY WATER CORPORATION
E-4 E-4	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	WHITTLESEA CITY COUNCIL YARRA VALLEY WATER CORPORATION
E-5	POWERLINE	SEE DIAG	THIS PLAN - Sec. 88 ELECTRICITY INDUSTRY ACT 2000	AUSNET ELECTRICITY SERVICES PTY LTD (ABN 91 064 651 118)
EDEN GARDENS - 12		LICENSED SURVEYOR GREGORY STUART WILLIAMS		
29 LOTS AND BALANCE LOT Q				
Bosco Jonson Pty Ltd A Veris Company 16 Eastern Road South Melbourne Vic 3205, Australia 03) 9699 1400 www.bosjon.com.au www.veris.com.au		DATE 22/03/18	REFERENCE 26690123	ORIGINAL SHEET SIZE A3
		VERSION E	DRAWING 2669012AE	SHEET 1 OF 7 SHEETS
Digitally signed by: Gregory Stuart Williams, Licensed Surveyor, Surveyor's Plan Version (E), 22/03/2018, SPEAR Ref: S072291V			PLAN REGISTERED TIME: 9.08 PM DATE: 15/02/2019 RHills Assistant Registrar of Titles	

PLAN OF SUBDIVISION

PS 742746F

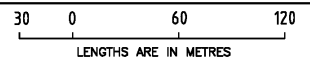


ENLARGEMENT No.1
NOT TO SCALE

EDEN GARDENS - 12

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE
1:3000



DATE 22/03/18
VERSION E

REFERENCE 26690123
DRAWING 2669012AE

ORIGINAL SHEET SIZE A3

SHEET 2

Digitally signed by: Gregory Stuart Williams, Licensed Surveyor,
Surveyor's Plan Version (E),
22/03/2018, SPEAR Ref: S072291V

Digitally signed by:
Whittlesea City Council,
22/03/2018,
SPEAR Ref: S072291V

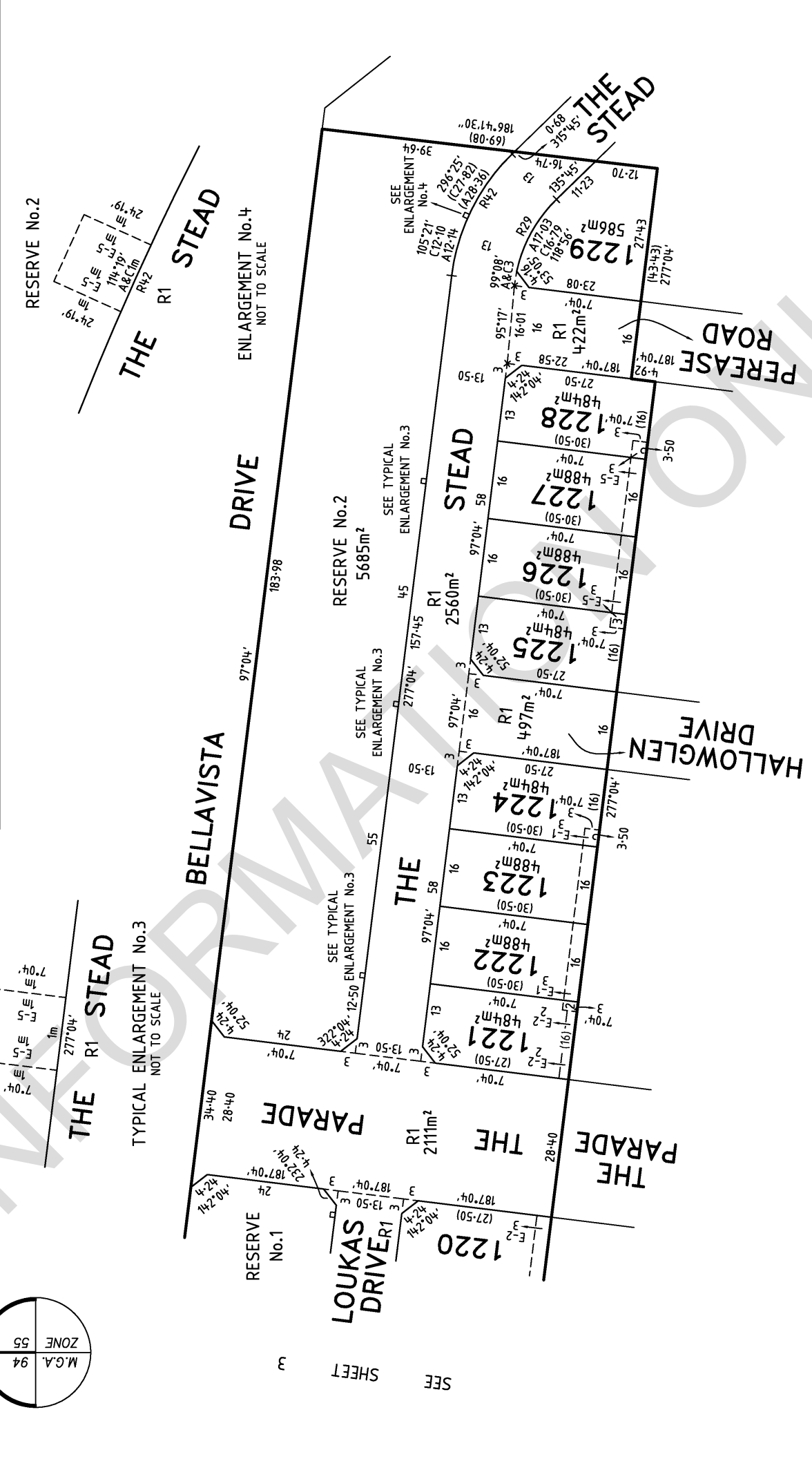
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A Veris Company



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South Melbourne
Vic 3205, Australia
03) 9699 1400

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PLAN OF SUBDIVISION **PS 742746F**



Eden Gardens - 12 LICENSED SURVEYOR GREGORY STUART WILLIAMS	DATE 22/03/18 VERSION E	REFERENCE 26690123 DRAWING 2669012AE	Digitally signed by: Gregory Stuart Williams, Licensed Surveyor, Surveyor's Plan Version (E), 22/03/2018, SPEAR Ref: S072291V
	16 Eastern Road South Melbourne Vic 3205, Australia 03) 9699 1400 www.bosjon.com.au www.veris.com.au		Digitally signed by: Whittlesea City Council, 22/03/2018, SPEAR Ref: S072291V

PLAN OF SUBDIVISION

PS 742746F

CREATION OF RESTRICTION 'A'

Upon Registration of this plan the following restriction is created:

Land to benefit: Lots 1201 to 1229 (both inclusive) on this plan.

Land to be burdened: Lots 1201 to 1229 (both inclusive) on this plan (each lot being a "burdened lot").

DESCRIPTION OF RESTRICTION

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

1. build or permit to be built or remain on the lot any building other than a building that has been constructed in accordance with the endorsed memorandum of common provisions (MCP) registered in dealing no.AA2723 and the building envelope plans shown on sheets 6 and 7 of this plan except with the prior written consent of the Responsible Authority;
2. build or erect or permit to be built or erected or remain on the burdened lot or any part of it:
 - 2.1 any building or structure other than a building or structure which has been constructed in accordance with plans, drawings, designs and specifications which have first been approved in writing by Eden Gardens Design Review Committee in accordance with the "Eden Gardens House Design Guidelines" as amended from time to time; or
 - 2.2 any building or structure other than a building or structure which has been constructed in accordance with plans, drawings, designs and specifications which have first been approved in writing by the relevant authority in accordance with the "Eden Gardens House Design Guidelines" as amended from time to time;
3. erect or allow any signs to remain on the burdened lot other than the following:
 - 3.1 where a dwelling constructed on the burdened lot has been completed and is offering for sale (but not if the burdened lot remains vacant or the dwelling is partly completed and is offering for sale) one real estate agent's "for sale" sign not exceeding 2.4 metres by 1.8 metres; or
 - 3.2 during the period of construction of a dwelling on the burdened lot signs of builders and tradespersons who are carrying out construction work on the burdened lot; or
 - 3.3 signs of builders advertising homes to be constructed by those builders on the burdened lot or on any other lot in the Development and offered for sale to members of the public, subject to obtaining the Eden Gardens Design Review Committee prior written approval of those signs;
4. use the burdened lot or any part of it as a display home except with the Eden Gardens Design Review Committee's prior written consent;
5. park any trucks or commercial vehicles with a carrying capacity exceeding 1.5 tonnes on the burdened lot except on a temporary basis for the purpose of supplying goods to an occupier of the burdened lot or in connection with the construction of a dwelling-house on the burdened lot;
6. construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less except with the prior written consent of the Responsible Authority;
7. construct any wall of the second level of any dwelling on a corner lot unless it is setback a further 900mm from the ground level wall that faces a local street, except with the prior written consent of the Responsible Authority.

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

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

CREATION OF RESTRICTION 'B'

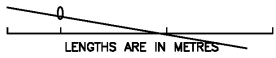

The following restriction is to be created upon registration of this plan.

Land to benefit: Lots 1201 to 1228 (all inclusive) on this plan.

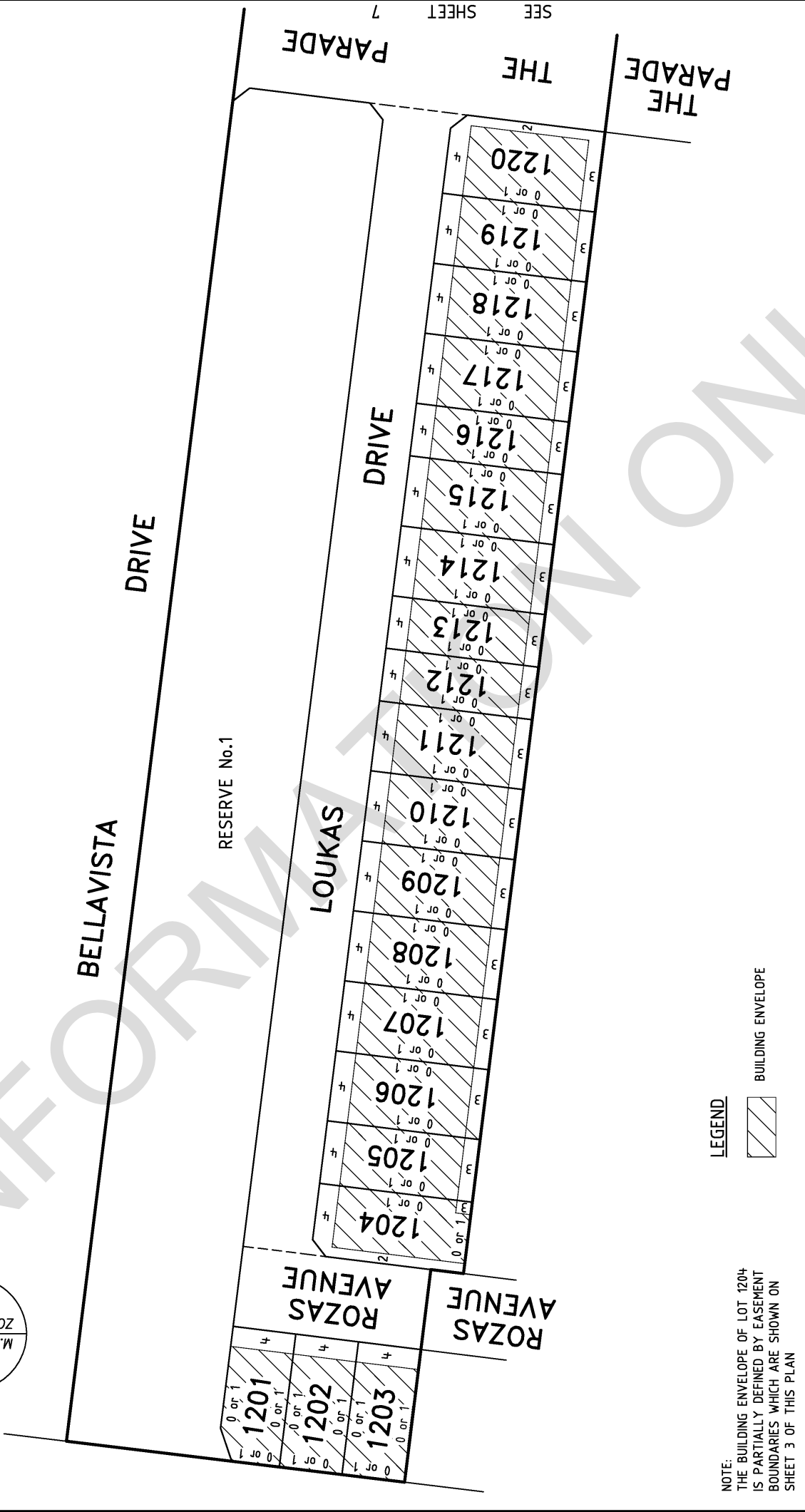
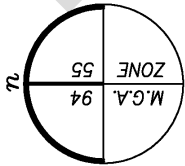
Land to be burdened: Lots 1201 to 1228 (all inclusive) on this plan.

DESCRIPTION OF RESTRICTION

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

EDEN GARDENS - 12		LICENSED SURVEYOR GREGORY STUART WILLIAMS	SCALE	
Bosco Jonson Pty Ltd A Veris Company 16 Eastern Road South Melbourne Vic 3205, Australia 03) 9699 1400 www.bosjon.com.au www.veris.com.au		DATE 22/03/18	REFERENCE 26690123	ORIGINAL SHEET SIZE A3
		VERSION E	DRAWING 2669012AE	SHEET 5
Digitally signed by: Gregory Stuart Williams, Licensed Surveyor, Surveyor's Plan Version (E), 22/03/2018, SPEAR Ref: S072291V			Digitally signed by: Whittlesea City Council, 22/03/2018, SPEAR Ref: S072291V	

BUILDING ENVELOPE PLAN PS 742746F PLAN OF SUBDIVISION

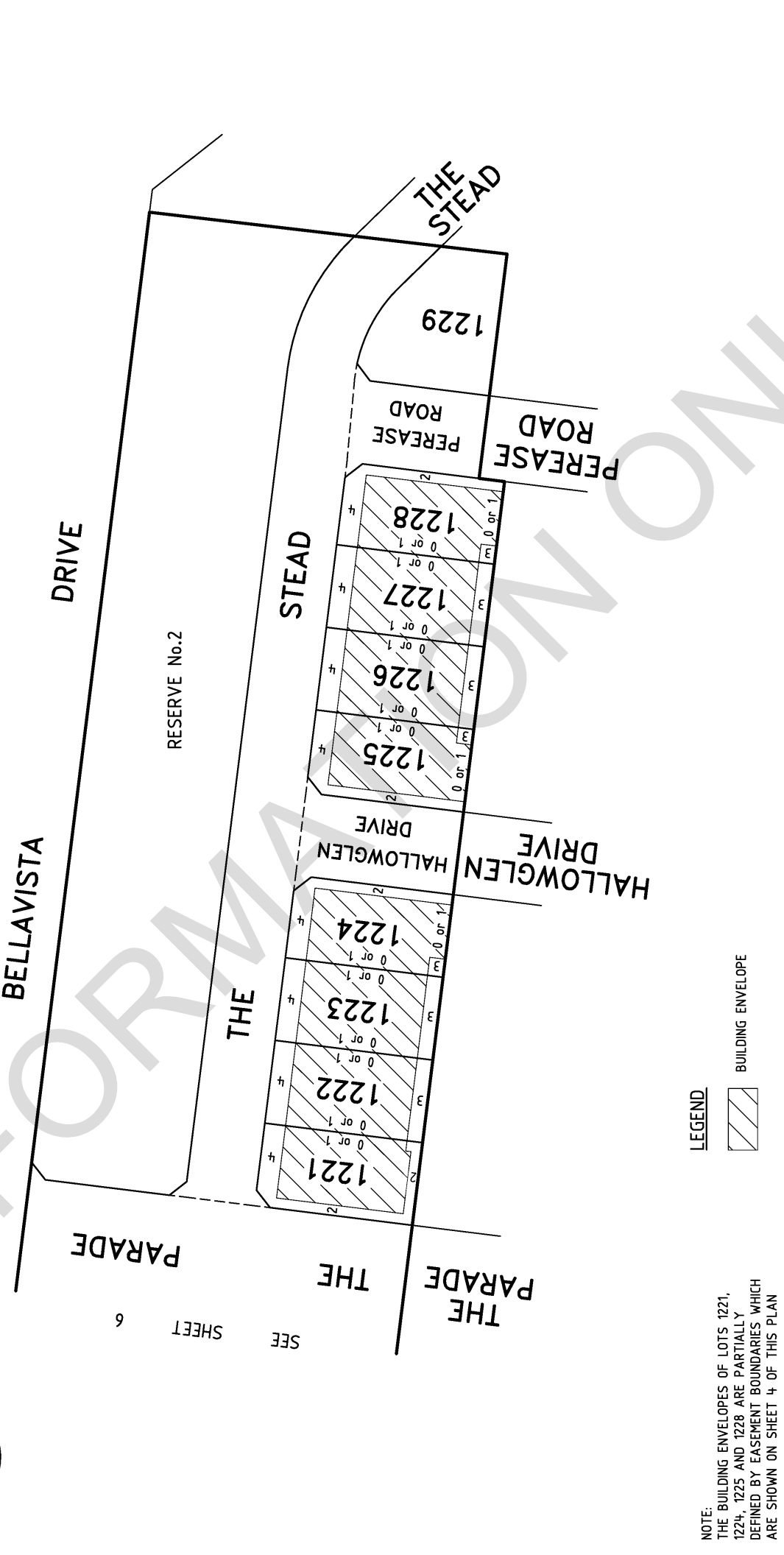
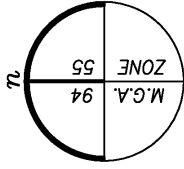


LEGEND
 BUILDING ENVELOPE

NOTE:
 THE BUILDING ENVELOPE OF LOT 1204 IS PARTIALLY DEFINED BY EASEMENT BOUNDARIES WHICH ARE SHOWN ON SHEET 3 OF THIS PLAN

 Bosco Jonson Pty Ltd A Veris Company 16 Eastern Road South Melbourne Vic 3205, Australia 03) 9699 1400 www.bosjon.com.au www.veris.com.au	DATE 22/03/18 VERSION E	REFERENCE 26690123 DRAWING 2669012AE	Digitally signed by: Gregory Stuart Williams, Licensed Surveyor, Surveyor's Plan Version (E), 22/03/2018, SPEAR Ref: S072291V
	EDEN GARDENS — 12 LICENSED SURVEYOR GREGORY STUART WILLIAMS		Digitally signed by: Gregory Stuart Williams, Licensed Surveyor, Whittlesea City Council, 22/03/2018, SPEAR Ref: S072291V
SCALE 1:750		LENGTHS ARE IN METRES 7.5 0 15 30	ORIGINAL SHEET SIZE A3 SHEET 6

BUILDING ENVELOPE PLAN **PLAN OF SUBDIVISION** **PS 742746F**



SEE SHEET 6

LEGEND
 BUILDING ENVELOPE

NOTE:
 THE BUILDING ENVELOPES OF LOTS 1221, 1224, 1225 AND 1228 ARE PARTIALLY DEFINED BY EASEMENT BOUNDARIES WHICH ARE SHOWN ON SHEET 4 OF THIS PLAN

Bosco Jonson Pty Ltd A Veris Company 16 Eastern Road South Melbourne Vic 3205, Australia 03) 9699 1400 	EDEN GARDENS — 12 LICENSED SURVEYOR GREGORY STUART WILLIAMS	DATE 22/03/18 VERSION E	REFERENCE 26690123 DRAWING 2669012AE	Digitally signed by: Gregory Stuart Williams, Licensed Surveyor, Surveyor's Plan Version (E), 22/03/2018, SPEAR Ref: S072291V
	SCALE 1:750 LENGTHS ARE IN METRES 7.5 0 15 30	ORIGINAL SHEET SIZE A3 SHEET 7	Digitally signed by: Whittlesea City Council, 22/03/2018, SPEAR Ref: S072291V	

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

Section 181 Planning and Environment Act 1987

AL914734P

27/05/2015 \$116.50 173



registers and indexes.

Form 18

Lodged by:

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

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

Land: Volume 11340 Folio 303

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

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

A copy of the Agreement is attached to this Application

Signature for the Authority:

Name of officer:

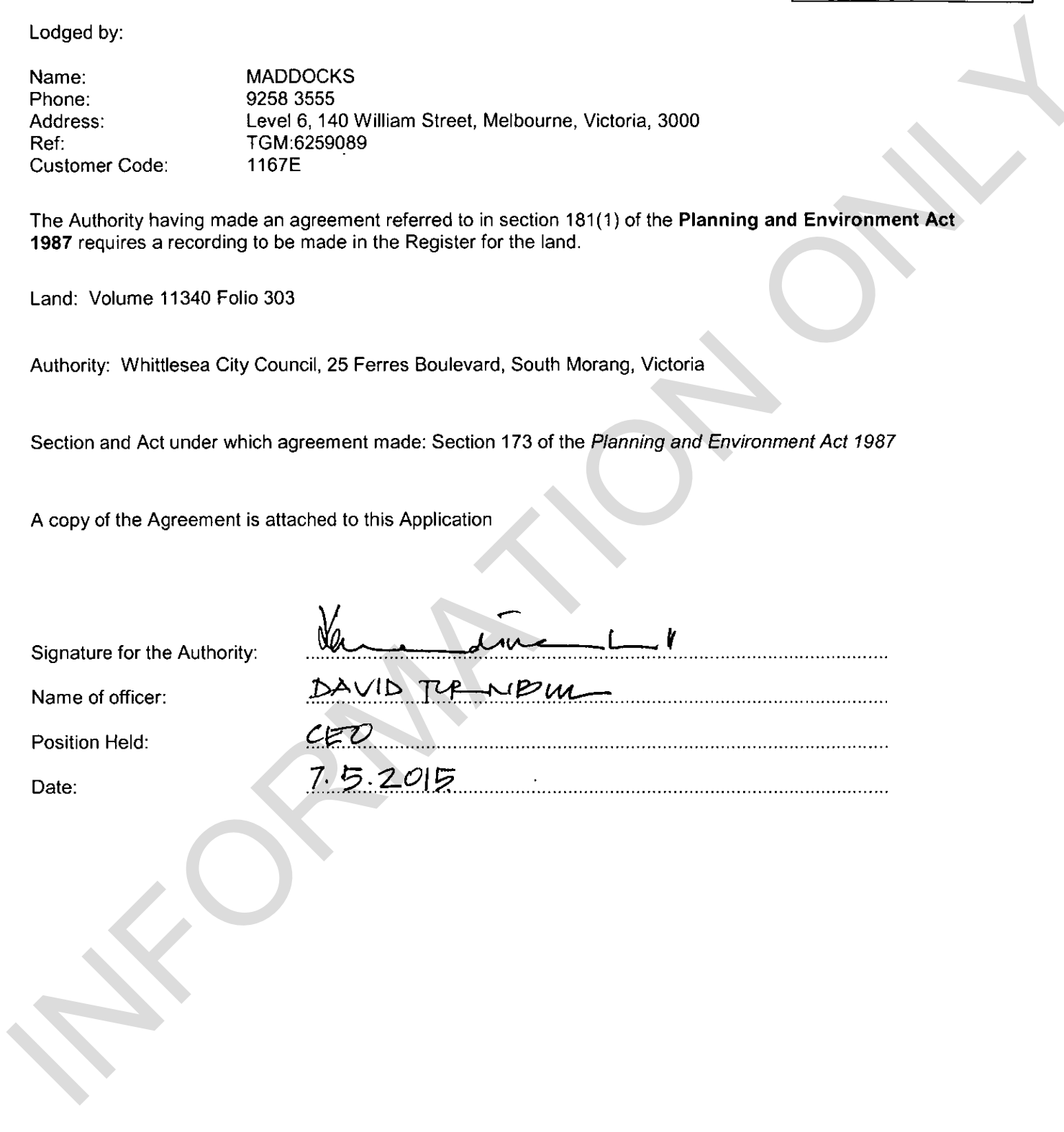
DAVID TURNBULL

Position Held:

CEO

Date:

7.5.2015



AL914734P

27/05/2015 \$116.50 173



WHITTLESEA CITY COUNCIL

Council

- and -

GIUSEPPE MOLINO

the Owner

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

Subject Land: Part of 270F Harvest Home Road Wollert

BEST HOOPER
Solicitors
563 Little Lonsdale Street
MELBOURNE

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

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INFORMATION ONLY



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PLANNING AND ENVIRONMENT ACT 1987

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SECTION 173 AGREEMENT



THIS AGREEMENT is made the 20th day of MAY

2014 2 DIS

BETWEEN:

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

("Council")

- and -

GIUSEPPE MOLINO
of 570 Summerhill Road, Wollert Vic 3750

("the Owner")

INTRODUCTION

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

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

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

G. The Parties enter into this Agreement:-

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

IT IS AGREED:

1. DEFINITIONS

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

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

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

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

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person, this Agreement binds them jointly and each of them severally.
- 2.5 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.6 The introductory clauses to this Agreement are, and will be deemed to form part of this Agreement.
- 2.7 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the same meaning as defined in the Act.
- 2.8 The obligations of the Owner under this Agreement will take effect as separate and several covenants which are annexed to, and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

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3. WORKS-IN-LIEU OF DEVELOPMENTS CONTRIBUTIONS

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

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

Council and Owners Covenants

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

Contribution for Public Open Space

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

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

Path networks

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

Indexation

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

Council's Costs

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

APA Gas Main

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

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

3.15 In the event that the relocation of the APA Gas Main is undertaken by the Owner with the approval of the Council, the Council shall pay to the Owner, within 21 days of submission of an invoice all costs incurred by the Owner directly associated with the relocation of the APA Gas Main including any additional drainage and engineering fees.

3.16 The Council shall extend the date for completion for the Infrastructure Projects approved under Condition 1(a) of the Planning Permit by such period of time that reflects any delay caused by any relocation of the APA Gas Main outside of the Owner's control.

4. DISPUTE RESOLUTION

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

4.2 In the event of any dispute between the Council and the Owner under clause 3.4, 3.13 and 3.14 of this Agreement, either party shall have the right to refer such dispute to an independent Quantity Surveyor whose decision shall be final and binding on the Parties. The Parties shall have the right to make submissions in writing to the Quantity Surveyor and, if the Parties agree, to make oral representation at a hearing before such Quantity Surveyor. The cost of the Quantity Surveyor shall be borne by the Owner.

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5. ACKNOWLEDGMENT AND COVENANTS OF COUNCIL

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

Bank Guarantees

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

Public Open Space

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

6. FURTHER OBLIGATIONS OF THE OWNER

The Owner further covenants and agrees that:

- 6.1 **Notice and Registration**

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

6.2 Further actions

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

6.2.2 The Owner will consent to the Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section.

7. AGREEMENT UNDER SECTION 173 OF THE ACT

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

8. OWNERS WARRANTIES

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

9. SUCCESSORS IN TITLE

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

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

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

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10. GENERAL MATTERS

10.1 Notices

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

- 10.1.1 delivering it personally to that party;
- 10.1.2 sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; and
- 10.1.3 sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party hand delivery or prepaid post.

10.2 A notice or other communication is deemed served if:

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

10.3 No Waiver

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

10.4 Severability

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

10.5 No Fettering of the Council's Powers

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

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11. COMMENCEMENT OF AGREEMENT

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

12. ENDING OF AGREEMENT

- 12.1 This Agreement ends when the Owner has complied with all of the covenants by the Owner under the Agreement to the satisfaction of the Council.
- 12.2 This Agreement may be ended by agreement between Council and the Owner.
- 12.3 If this Agreement relates to more than one lot and the owner of that lot has complied with all of the obligations in relation to that lot, the owner of that lot may request Council to end this Agreement in relation to that lot.
- 12.4 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner, make application to the Registrar of Titles under Section 183(1) of the Act to cancel the recording of this Agreement on the register.

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

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



[Handwritten signature]
.....

Delegate

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

[Handwritten signature]
.....
Witness

[Handwritten signature]
.....

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Mortgagee's Consent

National Australia Bank as Mortgagee of registered mortgage No. **AG773629L** consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

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

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

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Annexure A

Development Contributions List

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

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

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

Notes:

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

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Annexure B

Construction Procedures

Procedure for issue of Certificate of Practical Completion

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

Access

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

Quality of work

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

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

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MEMORANDUM OF COMMON PROVISIONS

Section 91A Transfer of Land Act 1958

Lodged by:

Name: RUSH & FAILLA, 149 UPPER HEIDELBERG RD, IVANHOE 3079

Customer Code: 1512P

This memorandum (containing page(s)) contains provisions which are intended for inclusion in instruments to be subsequently lodged for registration.

PROVISIONS

1. DEFINITIONS

In this MCP, unless the contrary intention appears:

- (a) “**Allowable Encroachment**” means an encroachment which is permitted outside an Approved Building Envelope under clause 3.3.1 and 3.5.2 or otherwise permitted by the Building Regulations.
- (b) “**Approved Building Envelope**” means the building envelopes shown for each lot on the Building Envelope Plan and has the same meaning as in regulation 402 of the Building Regulations.
- (c) “**Building**” has the meaning given to it in the Building Act.
- (d) “**Building Act**” means the *Building Act 1993*, as amended from time to time.
- (e) “**Building Envelope Plan**” means the plan registered as an instrument to the associated Plan of Subdivision number and which shows the Approved Building Envelopes and other related matters for the Lots within the Plan.
- (f) “**Building Envelope Profile**” means the profiles which are attached to the Building Envelope Plan and which relate to the Approved Building Envelope for a particular Lot shown in the Building Envelope Plan. The applicable Building Envelope Profile is marked on the Building Envelope Plan.
- (g) “**Building Permit**” means a building permit in terms of the Building Act.
- (h) “**Building Regulations**” means the *Building Regulations 2006*, as amended from time to time, or any subsequent regulations made pursuant to the Building Act which regulate the siting of a Building.

THIS MEMORANDUM OF COMMON PROVISIONS IS RETAINED BY THE REGISTRAR
OF TITLES PURSUANT TO SECTION 91(A) OF THE
TRANSFER OF LAND ACT 1958

ASSISTANT REGISTRAR OF TITLES
DATE:

Approval No. to be inserted

MCP



1. The provisions are to be numbered consecutively from number 1.
2. The back of this form is not to be used
3. Further pages may be added but each page should be consecutively numbered.
4. To be used for the inclusion of covenants and easements in mortgages, transfers and leases

Land Registry, 570 Bourke Street, Melbourne, 3000, Phone 8638-2010

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- (i) **“Building to Boundary Zone”** means that part of an Approved Building Envelope within 1 metre of a Lot Boundary.
- (j) **“Carport”** means a domestic carport constructed primarily for the purpose of storage of motor vehicles, trailers, caravans, campervans, boats and the like which has a minimum of two sides and not less than one third of its perimeter open.
- (k) **“Control”** includes a restriction in terms of the *Subdivision Act 1988*, any agreement under section 173 of the *Planning and Environment Act 1987* (**“PE Act”**), a provision of an Act (other than the Building Act), a requirement of a referral authority (in terms of the PE Act) or an order of a Court or tribunal, which relates to the siting of a building.
- (l) **“Corner Lot”** means a Lot whose Primary Frontage and Secondary Frontages abut a Street and/or public open space.
- (m) **“Dwelling”** has the meaning given to it in the Victorian Planning Provisions, as amended from time to time.
- (n) **“Edge Boundary”** means a boundary or part of a boundary of an Edge Lot which abuts an allotment which is not on the Plan. Exemptions relating to side and rear Setbacks and relating siting matters do not apply to an Edge Boundary.
- (o) **“Edge Lot”** means a Lot on the Plan that abuts an allotment which is not shown on the Plan (other than those Lots on the Plan which merely touch at one point an allotment which is not shown on the Plan (i.e. at the corner)).
- (p) **“Frontage”** has the meaning given to it in the Victorian Planning Provisions, as amended from time to time.
- (q) **“Garage”** means a domestic garage constructed primarily for the purpose of storage of motor vehicles, trailers, caravans, campervans, boats and the like.
- (r) **“Habitable Room”** has the meaning given to it in the Victorian Planning Provisions, as amended from time to time.
- (s) **“Height”** has the meaning given to it in Regulation 105 of the Building Regulations.
- (t) **“Lot”** has the meaning given to it in the Building Act.
- (u) **“MCP”** means this memorandum of common provisions.
- (v) **“Eden Gardens”** means the owners of the land within the Plan at the time of its registration.
- (w) **“Outbuildings”** means a domestic shed constructed primarily for the purposes of storage.
- (x) **“Overlooking Zone”** means that part of an Approved Building Envelope within 3.5 metres of a Lot Boundary and over 3.6 metres in height above the natural ground level.
- (y) **“Pergola”** has the meaning given to it in Regulation 105 of the Building Regulations.
- (z) **“Plan”** means the relevant plan of subdivision for a particular Lot which incorporates this MCP.
- (aa) **“Primary Frontage”** (unless the Building Envelope Plan, when read in conjunction with this MCP, indicates otherwise) means the boundary along the Street Frontage and in relation to a Corner Lot, means the boundary which abuts a Street and if more than one, the boundary that is the shortest disregarding and Splay Corner, unless the Building Envelope Plan, when read in conjunction with this MCP, indicates to be the Primary Frontage.
- (bb) **“Private open space”** has the meaning given to it in Regulation 105 of the Building Regulations.

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- (cc) **“Rear Boundary”** means the boundary of a Lot that is, or the boundaries of a Lot that are, opposite its Primary Frontage and which connect the Side Boundaries of that Lot.
- (dd) **“Secondary Frontage”** can only occur in relation to a Corner Lot and means a boundary that abuts a Street which is not the Primary Frontage (and if more than one, the longest boundary abutting a Street which is not the Primary Frontage).
- (ee) **“Setback”** means the shortest horizontal distance from a particular boundary or Building to another boundary or Building (excepting matters specifically referred to in this MCP).
- (ff) **“Side Boundary”** means the boundary of a Lot that runs between and connects the Primary Frontage of a Lot to the Rear Boundary of a Lot.
- (gg) **“Splay Corner”** in relation to a Corner Lot means any title boundary of that Corner Lot which joins to boundaries abutting Streets at an angle and which cuts off the corner of the Lot.
- (hh) **“Storey”** has the meaning given to it in the Victorian Planning Provisions, as amended from time to time.
- (ii) **“Street”** for the purposes of determining Street Setbacks, means any road other than a lane, footway, alley or right of way.

2. INTERPRETATION

In this MCP unless the contrary intention appears:

- (a) A reference to a person includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (b) A reference to any document is to that document as varied, novated, ratified or replaced from time to time;
- (c) A reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (d) Words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (e) Where a word or phrase is given a defined meaning, any other part of speech, grammatical form of that word or phrase has a corresponding meaning;
- (f) The word “includes” in any form is not a word of limitation; and
- (g) A reference to an authority, institution, association or body (“original entity”) that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity.

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3. SITING & SETBACKS

3.1 Exemption from the need for the Consent and Report of the relevant Council

The restriction in the Plan which incorporates this MCP exempts a proposed Dwelling design from requiring the consent and report of the relevant council with regard to a design which does not comply with the Building Regulations in respect of the following:

- (a) minimum Street Setback (regulation 409);
- (b) site Coverage (regulation 411);
- (c) side and rear Setbacks (regulation 414);
- (d) walls on boundaries (regulation 415); and
- (e) overlooking (regulation 419).

Unless otherwise stated in the body of this MCP all remaining requirements of the Building Regulations apply as they would in regards to any other lot and must comply accordingly.

3.2 Building Envelopes

- (a) Any dwelling on a Lot between 300 and 500 square metres must not be contained outside the Approved Building Envelopes and must not be defined otherwise than by the associated Building Envelope Profile (be that as defined within the Building Regulations or Building Envelope Profile attached to the Building Envelope Plan) and written notes contained therein, except for the Allowable Encroachments.
- (b) Any dwelling on a Lot greater than 500 square metres must not be contained outside a Building Envelope as defined within the Building Regulations and must not be defined otherwise than by the associated Building Envelope Profile as defined within the Building Regulations and written notes contained therein, except for the Allowable Encroachments.
- (c) The siting of the dwelling within the Approved Building Envelope and the Building Envelope Profile is subject to any further restriction or modification imposed by this MCP or any other applicable Control.
- (d) No exemption from the need for consent and report of the relevant council in respect of Building Regulations 414, 415 and 419 applies in respect of an Edge Boundary. The siting requirements of a Building in respect to an Edge Boundary must accord with Building Regulations 414, 415 and 419 unless consent and report of the relevant council has been obtained in accordance with the Building Regulations. In terms of this MCP, exemptions relating to minimum Street Setback (regulation 409) and site Coverage (regulation 411) still apply in respect of an Edge Lot.

3.3 Minimum street setback

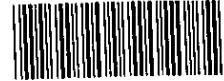
- (a) Any Garage on a Lot which has vehicular access facing the Primary Frontage must be set back a minimum distance of at least 5 metres. Where vehicular access is via a side facing Garage to the Primary Frontage a minimum set back distance of at least 4 metres may be utilized.
- (b) Any dwelling on a Lot must be set back from the Primary Frontage by the minimum distance noted on the Building Envelope Plan, or if no front setback dimension is shown on the Building Envelope Plan, at least 4 metres from the Primary Frontage.

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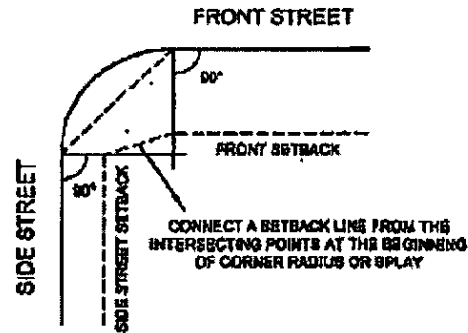
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MCP



- (c) Any dwelling on a Lot which is a Corner Lot must be set back from the Secondary Frontage by at least 2 metres or, if applicable, the minimum distance noted on the Building Envelope Plan.

Splayed and curved Street Frontages



METHOD FOR ESTABLISHING THE BUILDING SETBACK AT STREET CORNERS

Unless noted on the plan, the minimum front setback on a splayed or curved corner between two street frontages is on a straight line connecting the Primary Frontage setback line to the Secondary Frontage setback line commencing at the points that are perpendicular to the points where the street alignment commences to arc or splay.

Front entrances are to be easily accessible from the main street frontage.

3.3.1 Exceptions to Setbacks

The following may encroach into the setback distance required above by not more than 2.5m:

- (a) Porches and verandahs;
- (b) Open pergolas that have a maximum height of not more than 3.6m above natural ground level;
- (c) Eaves, fascia and gutter;
- (d) Sunblinds and shade sails;
- (e) Screens referred to in regulations 4.19(4)(d) or 4.19(5) of the Building Regulations;
- (f) Decks, steps or landings – less than 800mm in height.

3.4 Site Coverage

With regards to Site Coverage all subregulations in accord with the Building Regulations apply except in regards to Regulation 411 subregulation (3) which is to be replaced with the following:

- (a) In calculating site coverage under subregulation (1) and (2), eaves, fascia and gutters not exceeding 1000mm in total width, unroofed swimming pools, unroofed terraces, unroofed patios, unroofed decks and pergolas may be disregarded.

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3.5 Side and rear Setbacks

3.5.1 Side Setbacks

- (a) Except for Allowable Encroachments if no dimension on the Building Envelope Plan indicate the minimum side Setback, any Building on a Lot must be Setback from its side boundaries in accordance with the Building Regulations.

3.5.2 Encroachments

- (a) The following may encroach into the specified side and rear Setback distances by not more than 500mm:
- (i) porches and verandahs;
 - (ii) masonry chimneys;
 - (iii) sunblinds;
 - (iv) screens, but only to the extent needed to protect a neighbouring property from a direct view;
 - (v) flues and pipes;
 - (vi) domestic fuel tanks and water tanks;
 - (vii) heating and cooling equipment and other services.
- (b) The following may encroach into the specified setback distances:
- (i) landings with an area of not more than 2 square metres and less the 1 metre high;
 - (ii) unroofed stairways and ramps;
 - (iii) pergolas;
 - (iv) shade sails;
 - (v) eaves, fascia, gutters not more than 1000mm in total width;
 - (vi) Carports, Garages, walls and Buildings within the Building to Boundary Zone;
 - (vii) Out buildings not greater than 10 square metres in area.
- (c) Side and rear Setbacks from boundaries that are shared with Lots which are not described in this MCP are not dealt with by these Building Envelopes except where annotated on the Building Envelope Plan.

3.6 Walls on Boundaries

- (a) Construction of walls, associated parts of a Building and Carport within 1 metre of a boundary are restricted to areas within a Building to Boundary Zone (BBZ). The Building to Boundary Zone spans the length of the side boundary between the front and rear Setbacks permitted by this MCP.

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(b) Within the BBZ, the following apply:

- (i) Walls and carports within 1 metre of a boundary are restricted to a total length of 20 metres
- (ii) Maximum height of a wall or side of a carport is restricted to 3.6 metres
- (iii) Building height must not exceed 3.6 metres
- (iv) Walls less than 1 metre from the boundary must be within 200 millimetres of the boundary
- (v) Carports may be built within 1 metre of a boundary if the side of the carport facing the boundary is open.

(c) If a wall or Carport abuts an existing wall or Carport it may be constructed to the same height as that wall or Carport.

3.7 Overlooking

- (a) The Overlooking Zone applies only to boundaries where adjacent Lots have not been built upon.
- (b) Where a Lot on an adjacent boundary has been built upon, the provisions of Building Regulation 419 apply to that boundary.

3.7.1 From Habitable Room windows

If a Habitable Room window falls within the Overlooking Zone, any part of the window that is more than 3.6 metres above natural ground level must not allow direct view to an adjoining Lot.

3.7.2 From raised open spaces

A raised open space within the Overlooking Zone and with a floor level of more than 2 metres above natural ground level must not allow a direct view to an adjoining Lot.

A direct view is:

- (a) **From the Habitable Room window**, any line of sight measured from a height of 1.7m above the floor level of the habitable room and contained within the space enclosed by:
 - (i) a vertical plane measured at an angle of 45 degrees from each side of the window, and
 - (ii) a horizontal plane 1.7m above floor level of the habitable room, and
 - (iii) the ground level below, and
 - (iv) a horizontal distance of 9m from the window.
- (b) **From a raised open space**, any line of sight measured from a height of 1.7m above the floor level and along the perimeter of the raised open space to any point within a horizontal distance of 9m from the raised open space and extending 45 degrees beyond any point where the perimeter of the raised open space meets a wall of the building.

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4. GENERAL

- (a) In the case of a conflict between the Plan and these written notations, the specifications in these written notations prevail.
- (b) Ground level after engineering works associated with subdivision is to be regarded as natural ground level.
- (c) Buildings must not cover a registered easement unless:
 - (i) Provided for by the easement;
 - (ii) The consent of all parties who enjoy or whose land enjoys the benefit of the easement is obtained.

From www.planning.vic.gov.au at 03 July 2025 03:12 PM

PROPERTY DETAILS

Address: **17 LOUKAS DRIVE WOLLERT 3750**
Lot and Plan Number: **Lot 1212 PS742746**
Standard Parcel Identifier (SPI): **1212\PS742746**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1024462**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 181 J1**

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

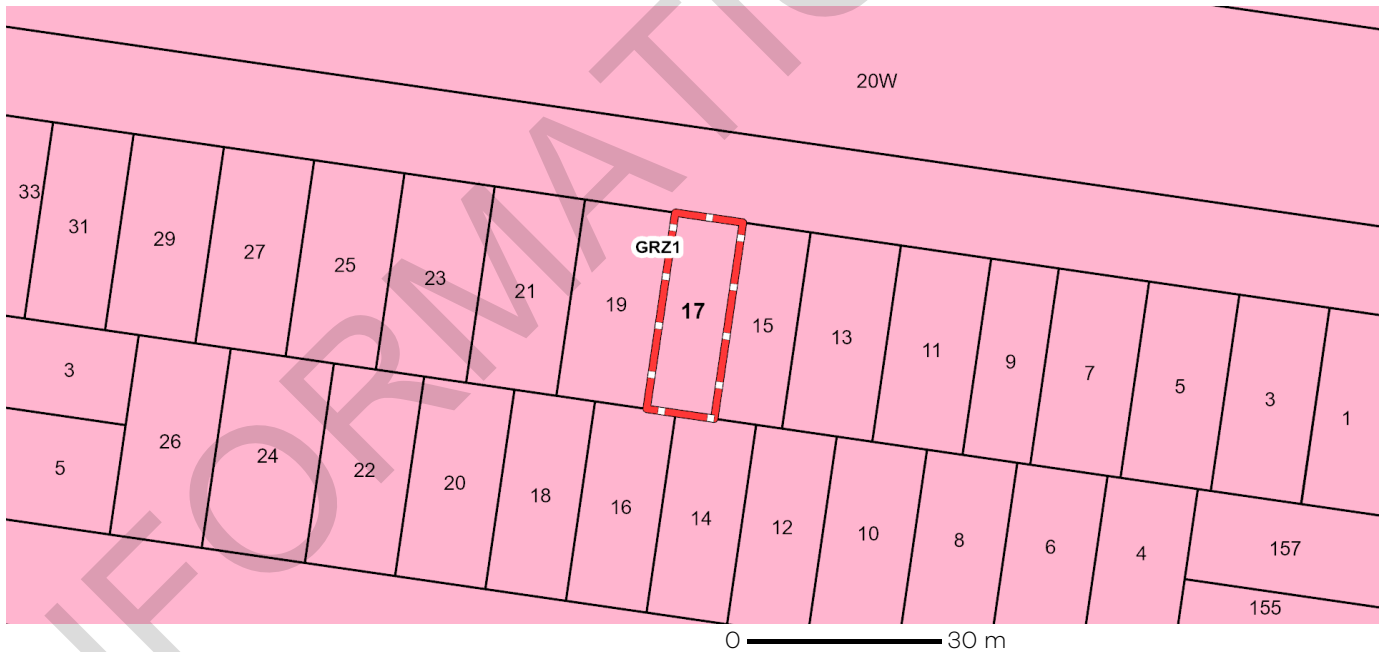
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



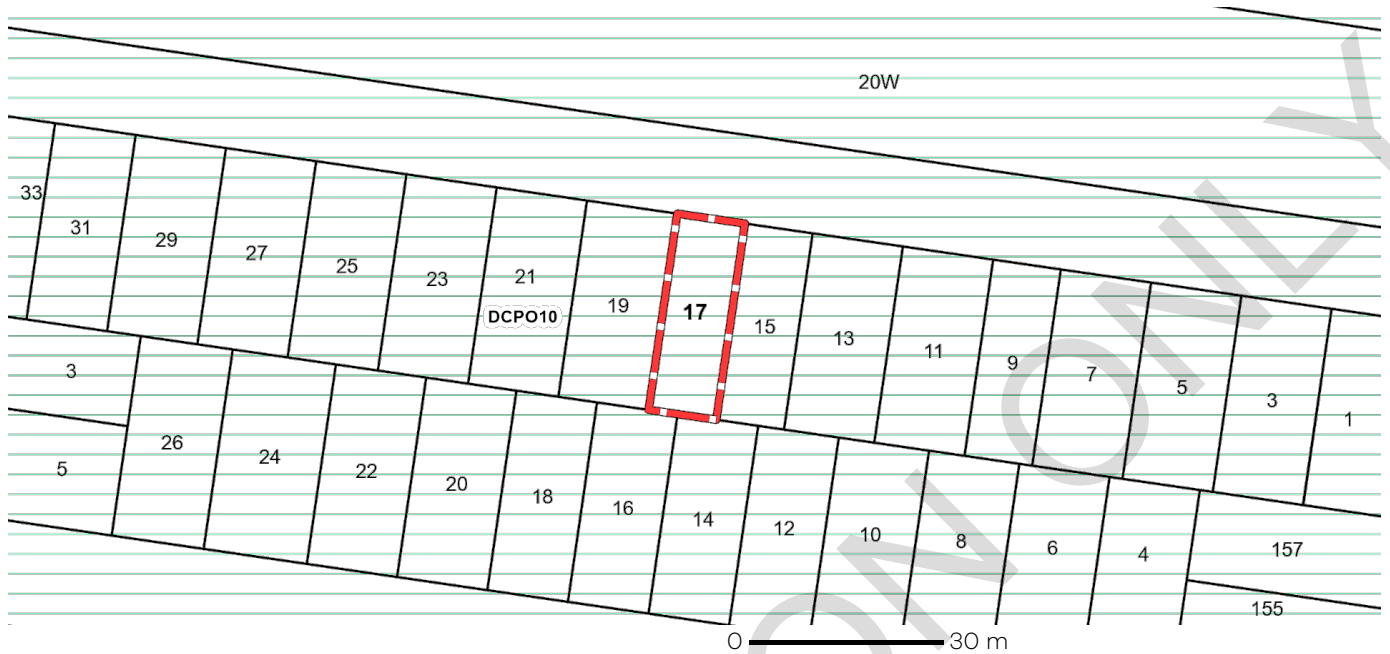
GRZ - General Residential

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

Planning Overlays

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

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 10 \(DCPO10\)](#)

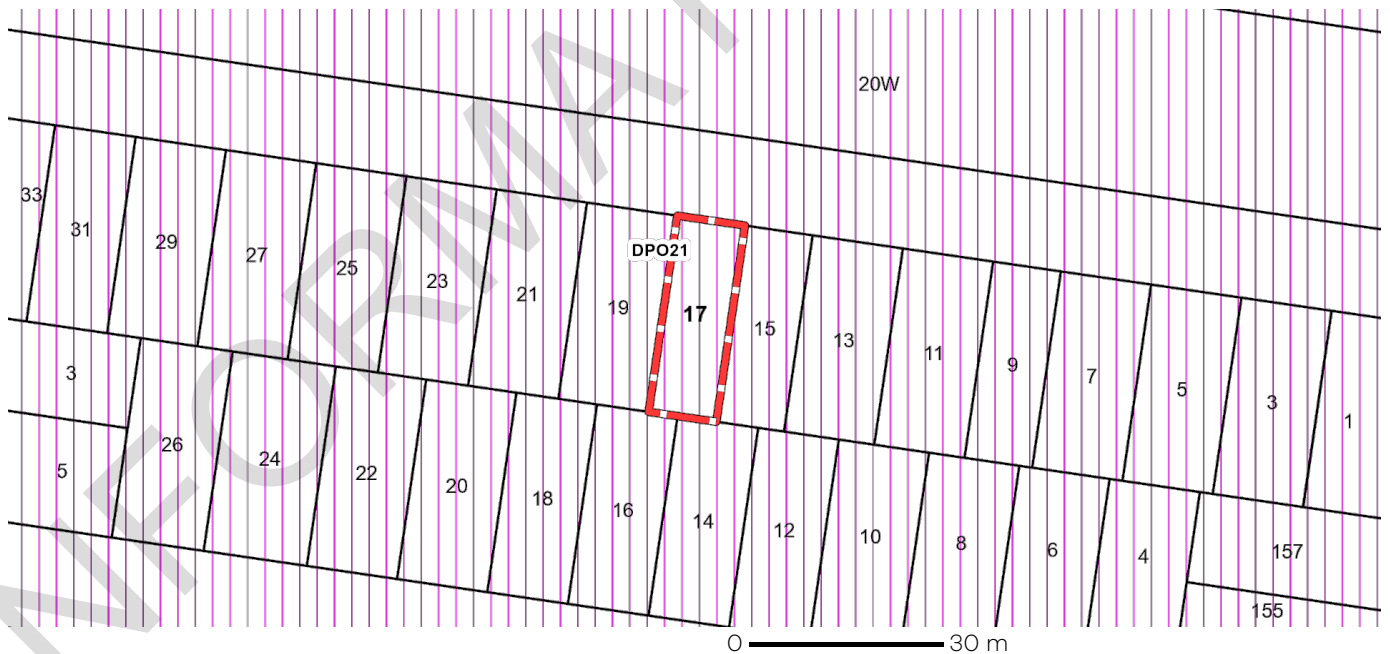


 **DCPO - Development Contributions Plan Overlay**

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

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

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 21 \(DPO21\)](#)



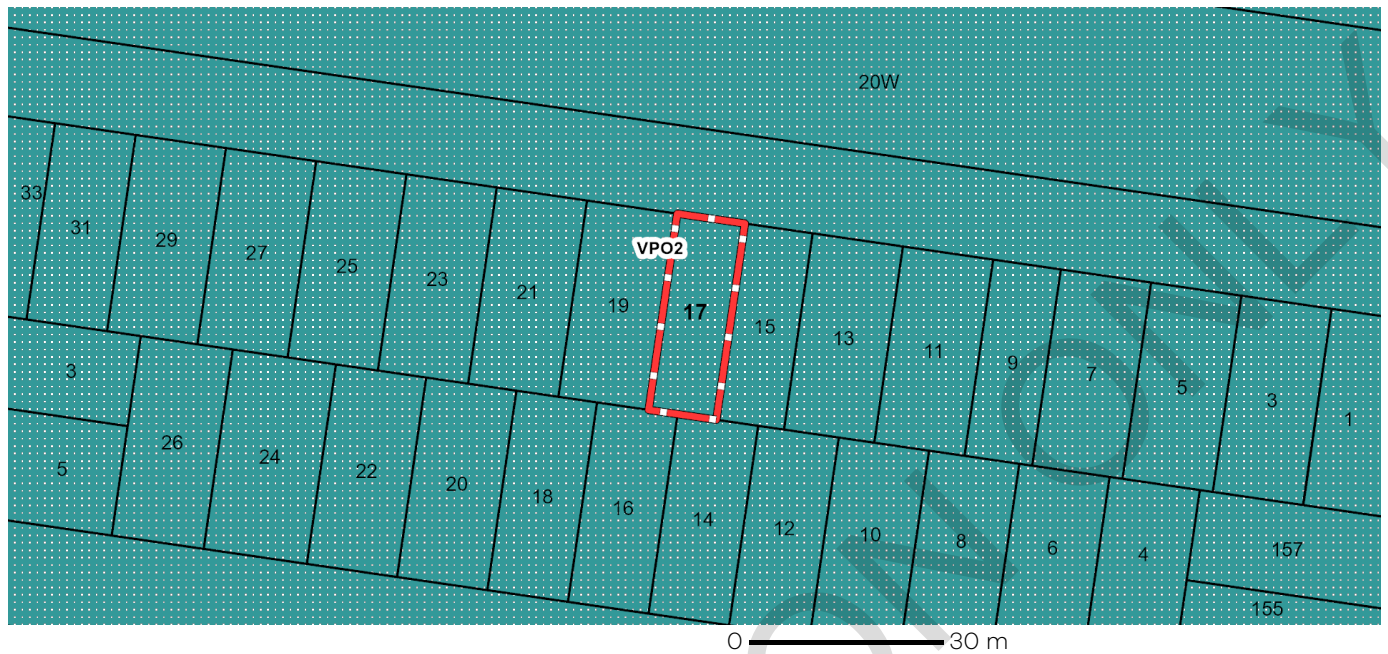
 **DPO - Development Plan Overlay**

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

Planning Overlays

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

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



 VPO - Vegetation Protection Overlay

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

Further Planning Information

Planning scheme data last updated on 3 July 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.maps.vic.gov.au/vicplan>

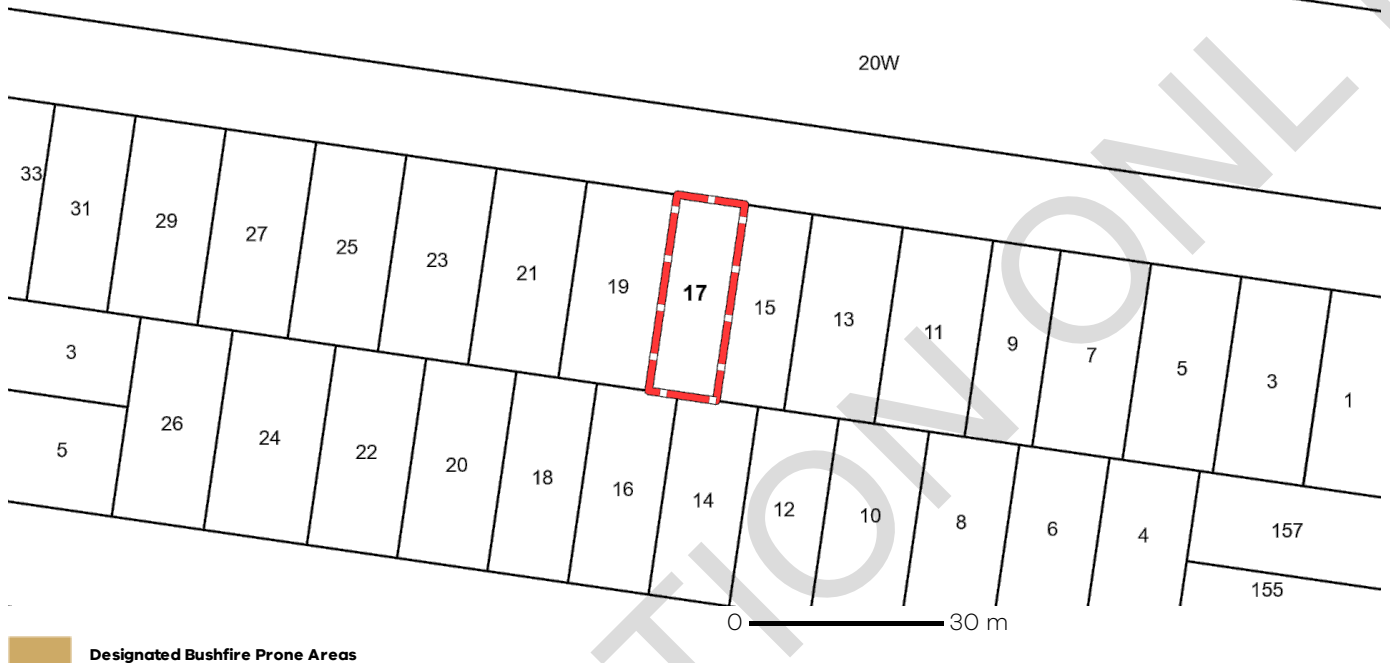
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

From www.land.vic.gov.au at 03 July 2025 03:12 PM

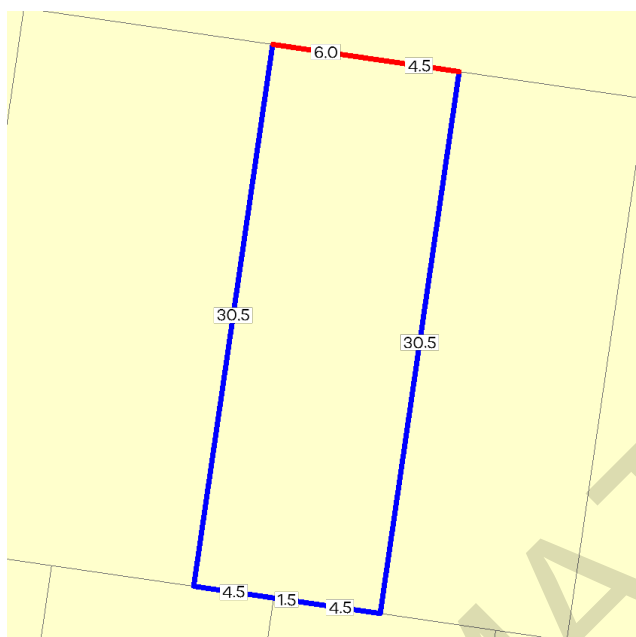
PROPERTY DETAILS

Address: **17 LOUKAS DRIVE WOLLERT 3750**
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Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1024462**
Directory Reference: **Melway 181 J1**

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: 320 sq. m

Perimeter: 82 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.

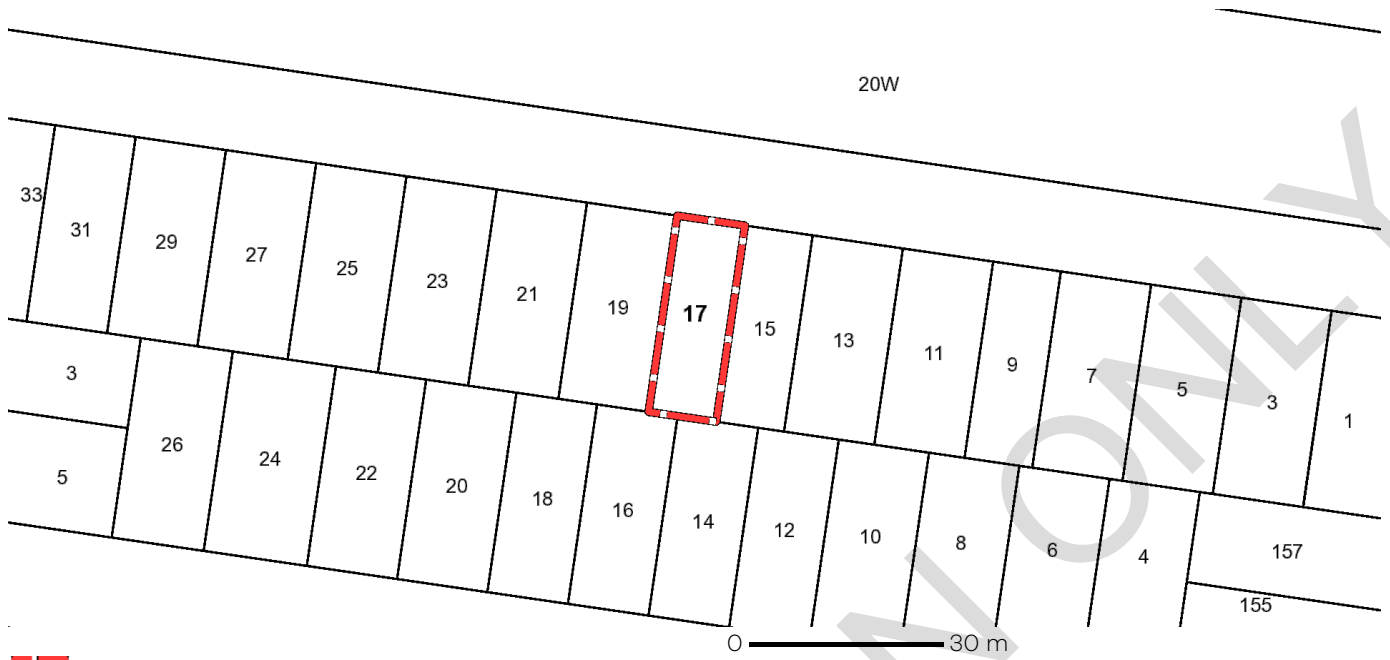
The Planning Property Report for this property can found here - [Planning Property Report](#)

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

FORM 2

Building Act 1993
Building Regulations 2018
Regulation 37(1)

BUILDING PERMIT - 2748420192418/0

ISSUED TO

AGENT OF OWNER: Burbank Australia Pty Ltd
ADDRESS: 36 Aberdeen Road, ALTONA VIC 3018
EMAIL: victoria.vranek@burbank.com.au
ADDRESS FOR SERVING OR GIVING OF DOCUMENTS: 36 Aberdeen Road, ALTONA VIC 3018
CONTACT PERSON: Victoria Vranek
TELEPHONE: (03) 9328-0333

OWNERSHIP DETAILS

OWNER: Mrs. Elham Mesbah & Mr. Yousef Bastani
ADDRESS: 12 Abbotsley Road, Wollert VIC 3750
EMAIL: elham_mesbah@yahoo.co.nz
CONTACT PERSON: Mrs. Elham Mesbah & Mr. Yousef Bastani
TELEPHONE: 0406 790 454

PROPERTY DETAILS

LOT: 1212
NUMBER: 17
STREET/ROAD: Loukas Drive
CITY: Wollert
POSTCODE: 3750
LP/PS: PSPS742746F
VOLUME: 12060
FOLIO: 262
MUNICIPAL DISTRICT: City of Whittlesea

BUILDER

NAME: Burbank Australia PTY LTD
ADDRESS: 36 Aberdeen Road, Altona VIC 3018
TELEPHONE: (03) 9328-0333
This builder is specified under section 24B(4) of the **Building Act 1993** for the building work to be carried out under this permit.

NATURAL PERSON FOR SERVICE OF DIRECTIONS, NOTICES AND ORDERS

NAME: Jarrod Sanfilippo
ADDRESS: 36 Aberdeen Road, Altona VIC 3018
TELEPHONE: (03) 9328-0333

BUILDING PRACTITIONER OR ARCHITECT ENGAGED TO PREPARE DOCUMENTS FOR THIS PERMIT

NAME: Burbank Australia Pty Ltd
CATEGORY/CLASS: Domestic Builder Unlimited
REGISTRATION NUMBER: CDB-U 52603
NAME: John Hanna
CATEGORY/CLASS: Engineer Civil
REGISTRATION NUMBER: EC 27297

DETAILS OF DOMESTIC BUILDING WORK INSURANCE

BUILDER: Burbank Australia PTY LTD
INSURER: Insurance House Pty Ltd
POLICY NUMBER: C434900
POLICY COVER: \$242,308.00

NATURE OF BUILDING WORK

CONSTRUCTION TYPE: new building
STOREYS: 1
VERSION OF BCA APPLICABLE TO PERMIT: 2019
STAGE OF BUILDING WORK PERMITTED: 0
COST OF BUILDING WORK: \$242,308.00
TOTAL FLOOR AREA OF NEW BUILDING WORK: 189 m²

BUILDING
PERMIT

BUILDING CLASSIFICATION

PART OF BUILDING: Single Storey Dwelling and Garage

BCA CLASSIFICATION: 1ai, 10a

PROTECTION WORK

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

INSPECTION REQUIREMENTS

The mandatory notifications stages required by sections 34 and 35 of the **Building Act 1993** are:

Single Storey Dwelling and Garage

- piers: before pouring a footing or in situ reinforced concrete member
- pre slab: before placing a footing
- steel: before pouring a footing or in situ reinforced concrete member
- frame: on completion of the framework
- final: on completion of all building work

OCCUPATION OR USE 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 whole of the building in relation to which the building work is carried out.

COMMENCEMENT AND COMPLETION

This building work must commence by **20 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 **20 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

This permit is subject to the following conditions:

Description	Performance or information required
	A Section 10 exemption form has been accepted to adopt the use of National Construction Code 2016.
	Energy rating certificates to be submitted prior to the occupancy permit. Please supply a plumbing certificate for the installation of the solar hot water system.
	Timber framing specifications and layouts to be submitted for approval prior to the frame inspection.
	Truss computations, certification and layouts to be submitted for approval prior to the frame inspection.
	The work must be carried out strictly in conformity with the endorsed plans and specifications. One copy of which must be kept on site and made available for inspection while the work is in progress.
	There must be no unauthorized encroachment of any part of the work beyond the building alignment.
	All building works are to be carried out in accordance with the endorsed building permit documents and/or suitable equivalent to the satisfaction of the Building Inspector and/or the Relevant Building Surveyor.
	Roof plumbing to be designed and installed in accordance with Plumbing Regulations. Documents are indicative only.
	It is the owners responsibility to ensure compliance with any covenants, encumbrances OR 173 agreements contained within the title.
	Bracing layout and computations to be submitted for approval prior to the frame inspection.

**BUILDING
PERMIT**

RELEVANT BUILDING SURVEYOR

NAME: Group Four Building Surveyors Pty Ltd
ACN: 158 953 425
ADDRESS: Level 4, 10 Nexus Court, Mulgrave VIC 3170
EMAIL: enquiries@groupfour.com.au
BUILDING PRACTITIONER REGISTRATION NUMBER: CBS-U 58099

DESIGNATED BUILDING SURVEYOR

NAME: David Madeira
BUILDING PRACTITIONER REGISTRATION NUMBER: BS-U 27484
PERMIT NUMBER: 2748420192418/0
DATE OF ISSUE OF PERMIT: 20 May 2019
DATE OF PERMIT AMENDMENT: 6 February 2020
DATE OF PERMIT AMENDMENT: 14 February 2020
DATE OF PERMIT AMENDMENT: 20 February 2020
SIGNATURE:



INFORMATION ONLY

BUILDING
PERMIT

FORM 16
Building Act 1993
Building Regulations 2018
Regulation 192

OCCUPANCY PERMIT - 2748420192418/0

PROPERTY DETAILS

LOT: 1212
NUMBER: 17
STREET/ROAD: Loukas Drive
CITY: Wollert
POSTCODE: 3750
LP/PS: PSPS742746F
VOLUME: 12060
FOLIO: 262
MUNICIPAL DISTRICT: City of Whittlesea

BUILDING PERMIT DETAILS

BUILDING PERMIT NUMBER: 2748420192418/0
VERSION OF BCA APPLICABLE TO BUILDING PERMIT: 2019

BUILDING DETAILS

BUILDING TO WHICH PERMIT APPLIES: single storey dwelling and garage
PERMITTED USE: Domestic
BCA CLASS OF BUILDING: 1ai, 10a
MAXIMUM PERMISSIBLE FLOOR LIVE LOAD: 1.5
STOREYS CONTAINED: 1

CONDITIONS TO WHICH THIS PERMIT IS SUBJECT

Occupation is subject to the following conditions:

SUITABILITY FOR OCCUPATION

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

RELEVANT BUILDING SURVEYOR

NAME: Group Four Building Surveyors Pty Ltd
ACN: 158 953 425
ADDRESS: Level 4, 10 Nexus Court, Mulgrave VIC 3170
EMAIL: enquiries@groupfour.com.au
BUILDING PRACTITIONER REGISTRATION NUMBER: CBS-U 58099
OCCUPANCY PERMIT NUMBER: 2748420192418/0
DATE OF ISSUE: 28 February 2020
DATE OF FINAL INSPECTION: 28 February 2020



David Madeira

**OCCUPANCY
PERMIT**

Domestic Building Insurance

Certificate of Insurance

Mrs. Elham Mesbah, Mr. Yousef Bastani

**12 Abbotsley Rd
WOLLERT
VIC 3750**

Policy Number:

C434900

Policy Inception Date:

10/05/2019

Builder Account Number:

007472

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: **17 Loukas Dr WOLLERT VIC 3750 Australia**

Carried out by the builder: **BURBANK AUSTRALIA PTY LTD**

Builder ACN: **007099872**

! 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): **Mrs. Elham Mesbah, Mr. Yousef Bastani**

Pursuant to a domestic building contract dated: **10/04/2019**

For the contract price of: **\$ 242,308.00**

Type of Cover: **Cover is only provided if BURBANK AUSTRALIA 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.

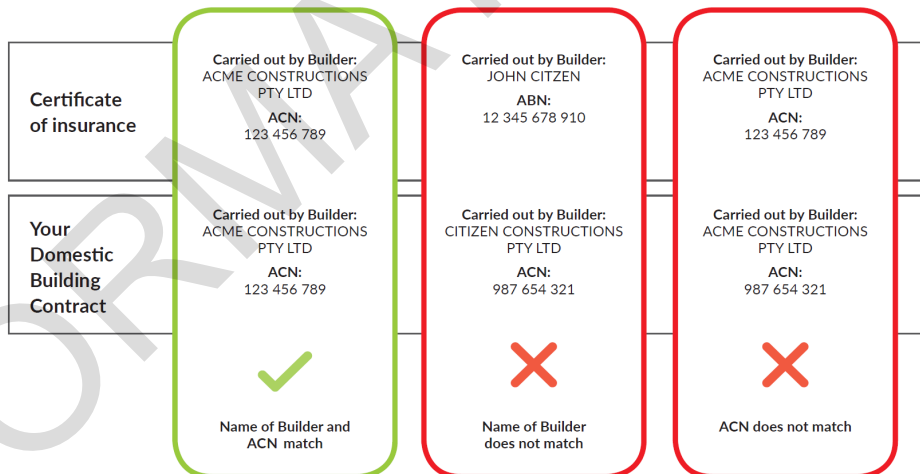
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$735.00
GST:	\$73.50
Stamp Duty:	\$80.85
Total:	\$889.35

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

Below are some example of what to look for



Date of issue
03/07/2025

Assessment No.
1024462

Certificate No.
173436

Your reference
77183461-015-3

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2026

Property location: 17 Loukas Drive WOLLERT 3750

Description: LOT: 1212 PS: 742746F

AVPCC: 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$625,000	\$330,000	\$31,250

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

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2025 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2025	\$1,477.71
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00
ESVF Variable Levy (Res) levied on 01/07/2025	\$108.13
Waste Service Charge (Res/Rural) levied on 01/07/2025	\$208.80
Waste Landfill Levy Res/Rural levied on 01/07/2025	\$105.85
Arrears to 30/06/2025	\$0.00
Interest to 03/07/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00
Balance of rates & charges due:	\$2,036.49

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due **\$2,036.49**

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

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

ABN 72 431 091 058

whittlesea.vic.gov.au

2. Outstanding or potential liability / sub-divisional requirement:

There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

3. Notices and orders:

The following notices and orders on the land have continuing application under the *Local Government Act 2020*, *Local Government Act 1989* or under a local law of the Council:

No Orders applicable.

4. Specified flood level:

There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

5. Special notes:

The purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

Interest penalty on late payments

Overdue amounts will be charged penalty interest as fixed under the *Penalty Interest Rates Act 1983*. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

6. Other information:



Authorising Officer

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the *Local Government Act 2020*, the *Local Government Act 1989*, the *Local Government Act 1958* or under a local law of the Council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 1024462



Phone 1300 301 185
Ref 1024462



Billers Code 5157
Ref 1024462

23rd June 2025

Easy Link Conveyancing, care of Landchecker C/- LA
LANDATA

Dear Easy Link Conveyancing, care of Landchecker C/- LA,

RE: Application for Water Information Statement

Property Address:	17 LOUKAS DRIVE WOLLERT 3750
Applicant	Easy Link Conveyancing, care of Landchecker C/- LA LANDATA
Information Statement	30949833
Conveyancing Account Number	7959580000
Your Reference	37234

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

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

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	17 LOUKAS DRIVE WOLLERT 3750
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

Melbourne Water Property Information Statement

Property Address	17 LOUKAS DRIVE WOLLERT 3750
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STATEMENT UNDER SECTION 158 WATER ACT 1989

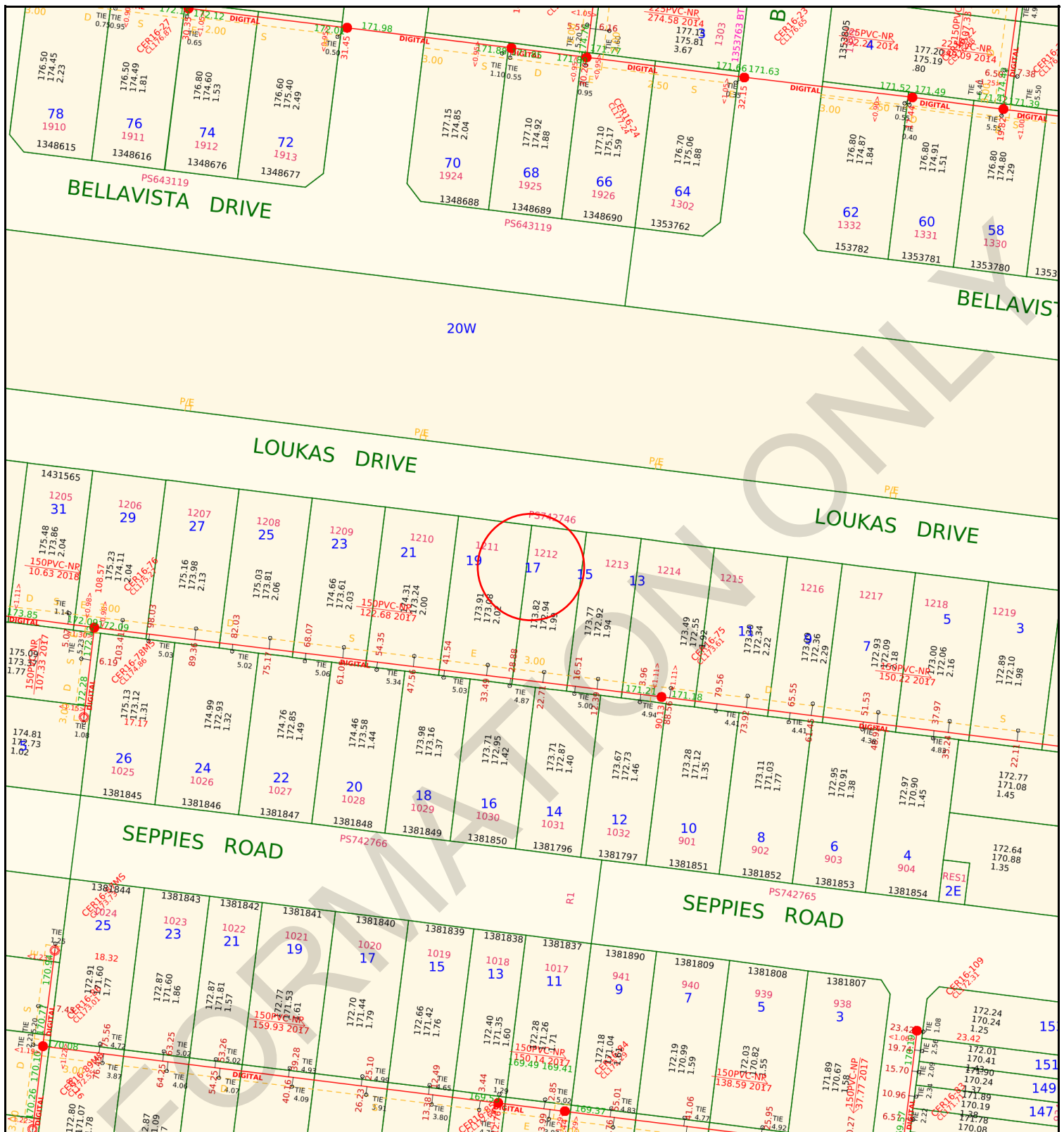
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30949833**

Address	17 LOUKAS DRIVE WOLLERT 3750
Date	23/06/2025
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;

19th March 2019

Application ID: 386378

CONDITIONS OF CONNECTION

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

Approval Detail

Water

Required Services

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

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Water & Sewer Connection	1431568

Specific conditions affecting encumbrances on property:

Recycled Water

Conditions of Connection Details

GENERAL

In these conditions the terms,

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

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

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

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

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

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

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

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

WATER

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

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

of connection.

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

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

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

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

METER ASSEMBLIES & POSITIONING

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

Water meter assemblies:

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

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

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

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

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

REMOVAL OF WATER METERS

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

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

DAMAGED OR STOLEN METERS

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

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

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

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

RECYCLED WATER CONDITIONS

Supplementary Conditions of Connection for Class A Recycled Water

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

Checklist	√ or X
-----------	--------

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

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

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

Recycled Water Supply

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

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

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

1. Breaching these Conditions

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

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

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

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

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

the property owner must:

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

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

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

3. Recycled Water Plumbing

3.1. Toilet cisterns

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

3.2. Rainwater Tanks

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

3.3. External Taps – Residential

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

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

3.4. External Taps – Non-Residential

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

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

3.5. Laundry Use

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

3.6. Irrigation Systems

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

tested.

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

3.7. Regulatory Prohibition Hybrid Signs

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

4. Uses of Recycled Water

4.1. Below is a summary list. For a more detailed information or clarification on Class A acceptable use please contact Yarra Valley Water.

4.2. Properties which YVW require the site occupier to be on a Recycled Water Agreement are subject to the uses approved by YVW as stated in their Recycled Water Agreement.

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

5. Plumbing Standards

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

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

6. Inspections For Recycled Water Plumbing Works

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

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

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

(b) R2 – All internal pipework prior to plastering

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

(c) R3– Commissioning prior to occupancy

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

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

For inspection related enquiries:

Email: rwplumbinginspection@yvw.com.au

Phone: 9872 2518

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

7. Temporary Cross Connections

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

8. Tappings

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

9. Locking Device

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

10. Meter Assemblies & Positioning

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

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

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

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

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

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

10.7. Minimum separation between meters as follows:

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

11. Stolen Meters

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

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

12. Owner's Responsibility

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

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

12.2. For Irrigation Systems:

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

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

SEWER

Where a proposed development is to be constructed boundary to boundary and there is no compliant location for a sewer connection 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.

Easy Link Conveyancing, care of Landchecker C/- LA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 1251580824
Rate Certificate No: 30949833

Date of Issue: 23/06/2025
Your Ref: 37234

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
17 LOUKAS DR, WOLLERT VIC 3750	1212\PS742746	5153259	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	\$20.64	\$0.00
Residential Sewer Service Charge	01-04-2025 to 30-06-2025	\$118.19	\$0.00
Parks Fee	01-04-2025 to 30-06-2025	\$21.74	\$0.00
Drainage Fee	01-04-2025 to 30-06-2025	\$30.44	\$0.00

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	\$0.00



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 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 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 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 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 01/07/2024, Residential Recycled Water Usage is billed 192.59 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: 5153259

Address: 17 LOUKAS DR, WOLLERT VIC 3750

Water Information Statement Number: 30949833

HOW TO PAY



Biller Code: 314567
Ref: 12515808242

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

3rd April 2019

Victoria Vranek
BURBANK HOMES
care of
victoria.vranek@burbank.com.au

Dear Victoria Vranek,

APPLICATION FOR BUILD OVER CONDITIONS

Application ID	388853
Property Address	17 LOUKAS DRIVE WOLLERT 3750
Service Location ID	5153259

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

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

Build Over Condition Summary *

Utility services that are required (Gas, Electricity, Telecommunications) and Property Drains on the property

- 600mm horizontal clearance is required from the sewer main and 150mm vertical clearance when traversing the sewer main at a 90° angle
- 600mm horizontal clearance is required from any sewer branch and 150mm vertical clearance when traversing the sewer at a 90° angle

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

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

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

Yours sincerely,

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

Joe Gargaro

Divisional Manager, Development Services

INFORMATION ONLY

SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:

For any utility services that are required (gas, electricity, telecommunications) and property drains for a residential property in the vicinity of a property connection branch servicing the property, the following apply:

1. Refer to attached plan 'K' for this structure.
2. The proposed structure can be built over the property connection branch.

For works adjacent to the property connection branch.

3. Services must maintain a minimum 600 mm horizontal clearance from the edge of the property connection branch.

For works traversing the property connection branch, the following additional conditions apply.

4. Services must maintain a minimum vertical clearance of 150 mm.
5. Services are to traverse the sewer main at a 90 degree angle.
6. No additional load is to be placed on the property connection branch by the services.

For any utility services that are required (gas, electricity, telecommunications) and property drains for a residential property in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to attached plan 'K' for this structure.
2. The proposed structure cannot be built over the sewer asset.

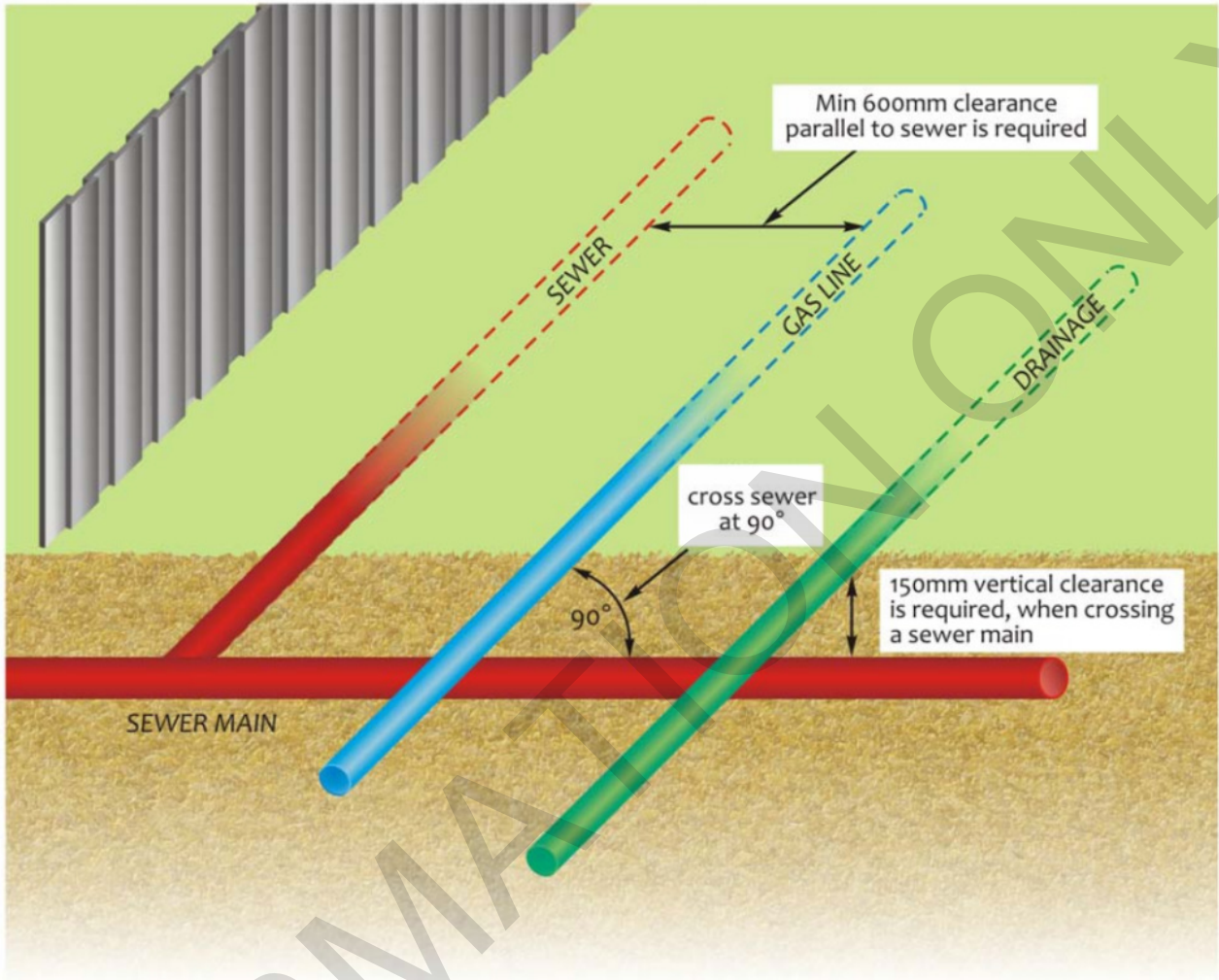
For works adjacent to the sewer main.

3. Services must maintain a minimum 600 mm horizontal clearance from the outside edge of the sewer main is required.

For works traversing the sewer main, the following additional conditions apply.

4. Services must maintain a minimum vertical clearance of 150 mm.
5. Services are to traverse the sewer main at a 90 degree angle.
6. No additional load is to be placed on the sewer main by the services.

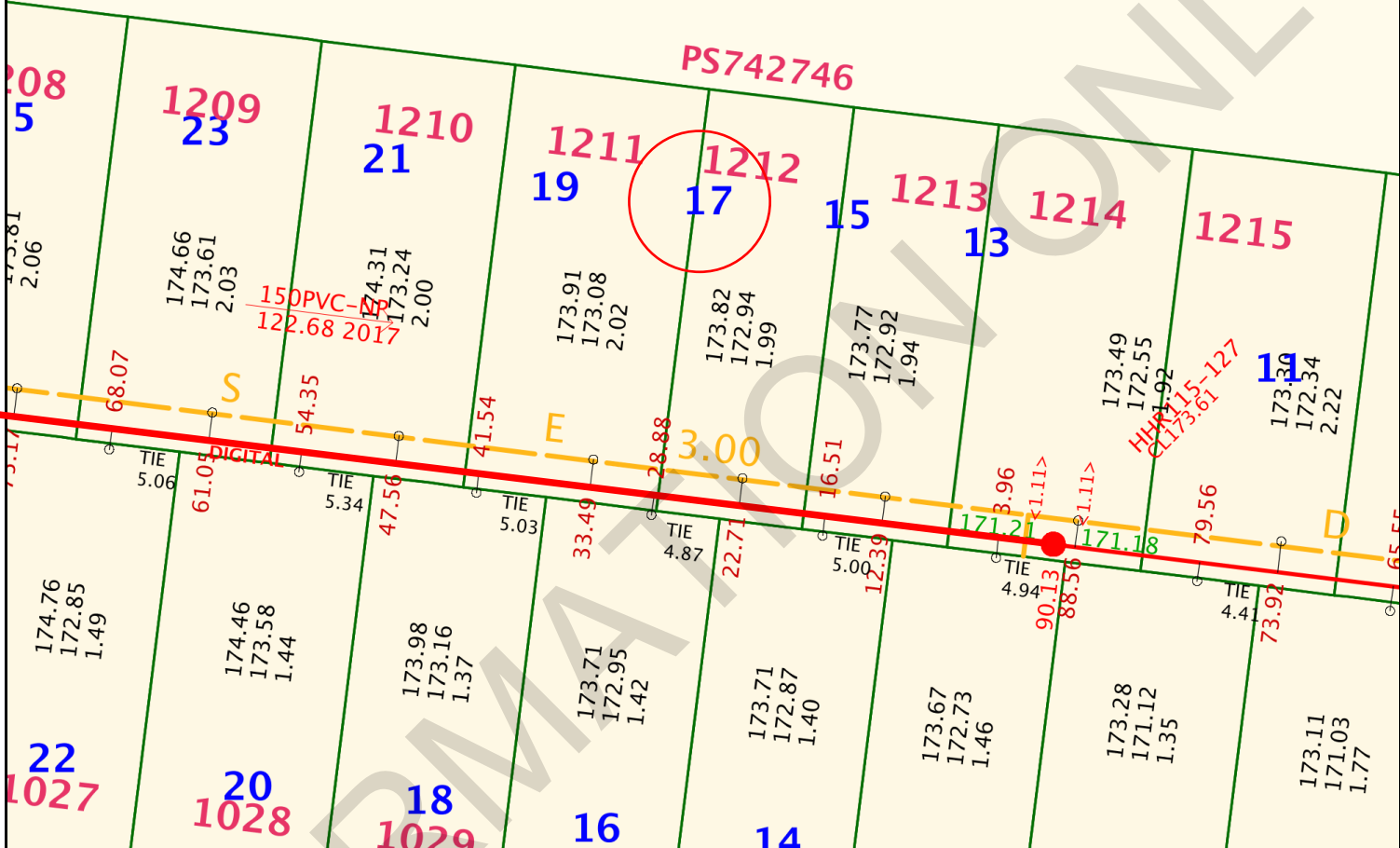
PRIVATE INTERNAL PLUMBING



INFORMATION ONLY

20W

LOUKAS DRIVE



Address 17 LOUKAS DRIVE WOLLERT 3750

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

Date	03/04/2019
Scale	1:500

Yarra Valley Water
ABN 93 066 902 501

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

Existing Title		Gas Check Manhole	
Proposed Title		Inspection Shaft	
Sewer Branch		Pipe Junction	
Existing Sewer		Maintenance Shaft	
Circular Manhole		Maintenance Chamber	
Sewer Offset		End of Pipe	
Abandoned Sewer		Rectangular Manhole	
Pump Station		Ventilation	

Abbreviation Pipe Material

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

ASSET DETAILS

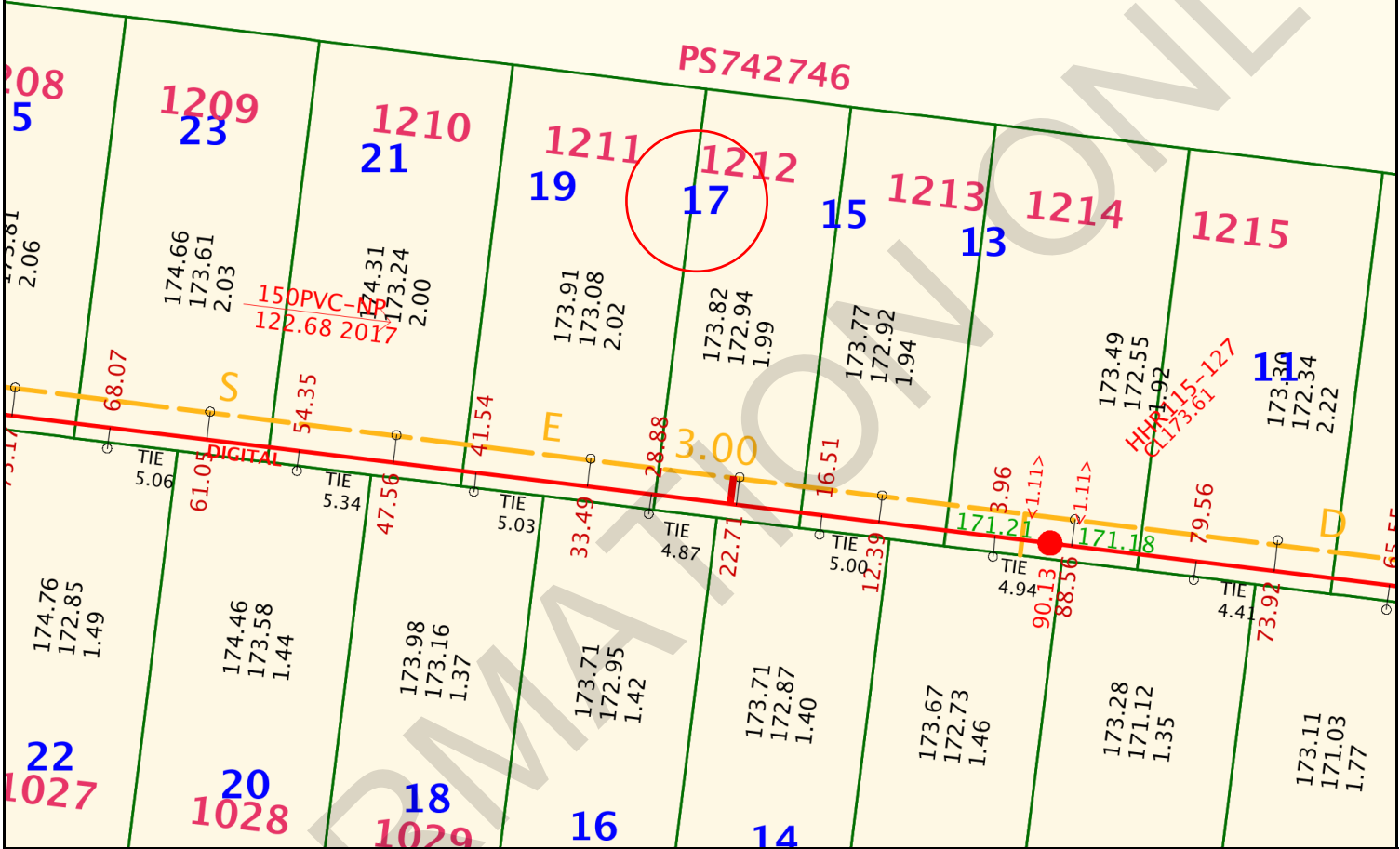
Pipe Size: 150
Pipe Material: PVC-NP
Average Depth (m): 2.79
Branch Length (m): 1.991



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

YVW Ref: 5153259

20W















LOUKAS DRIVE



Yarra Valley Water Sewer Branch Asset Map	Address 17 LOUKAS DRIVE WOLLERT 3750			
	Date 03/04/2019			
	Scale 1:500			

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

ABN 93 066 902 501

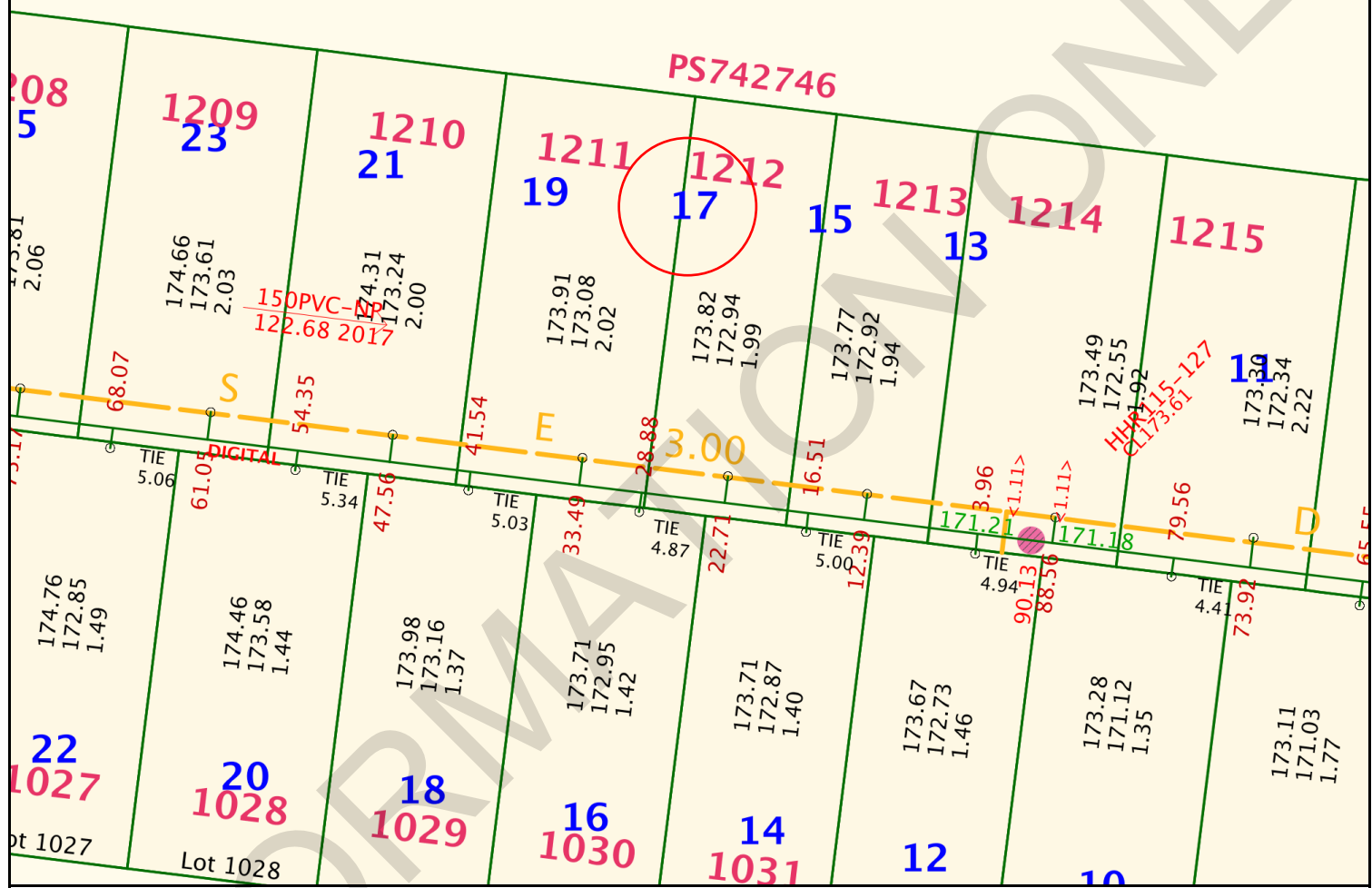
Existing Title		Access Point Number	GLV2-42
Proposed Title		Circular Manhole	
Sewer Branch		Gas Check Manhole	
Existing Sewer		Inspection Shaft	
Sewer Pipe Flow		Pipe Junction	
Sewer Offset	<1.00>	Maintenance Shaft	
Abandoned Sewer		Maintenance Chamber	
Long Branch Reducer		End of Pipe	



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

ASSET DETAILS
Branch Size: 100
Branch Material: PVC-NP
Branch Depth (m): 0.882
Branch Length (m): 1.991
Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.
YVW Ref: 5153259

20W



LOUKAS DRIVE



Yarra Valley Water Build Over Plan Reference: Plan K Utilities and Property Drains	Address	17 LOUKAS DRIVE WOLLERT 3750	
	Date	03/04/2019	
	Scale	1:500	
		 N	
Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.			 Yarra Valley Water ABN 93 066 902 501

Yarra Valley Water Application ID: 388853

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

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

CONDITIONS APPLICABLE TO THIS APPLICATION:

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

Standard conditions:

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

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

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

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

RESPONSIBILITY OF SEWER CONNECTION POINTS

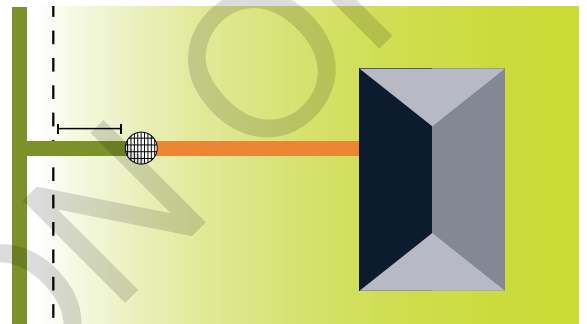


Yarra Valley Water's (YVW) responsibility of the sewer connection point is dependent on the location of the sewer main and the first Inspection Opening (I.O.), which may be above or below ground. YVW and property owner responsibilities for the sewer connection points are outlined below.

STAND ALONE RESIDENCE

Sewer connection point where the sewer main is **outside** the property.

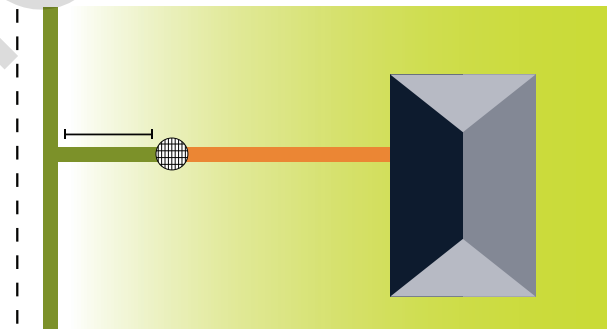
YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



STAND ALONE RESIDENCE

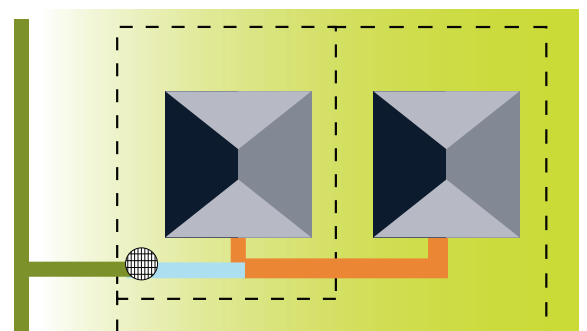
Sewer connection point where the sewer main is **inside** the property.

YVW responsibility ends at the I.O. or up to 1 metre from the sewer main (whichever is less).



COMBINED PRIVATE PLUMBING (UNITS, NEIGHBORING PROPERTIES)

YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



KEY

- Property owner responsibility
- Combined property owner responsibility
- YVW responsibility
- Boundary of property
- Inspection opening (may be below ground or at surface level)
- Building / structure

Property Clearance Certificate

Land Tax



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

Your Reference: LD:77183461-011-5.37234

Certificate No: 91900025

Issue Date: 23 JUN 2025

Enquiries: ESYSPROD

Land Address: 17 LOUKAS DRIVE WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
45990331	1212	742746	12060	262	\$0.00

Vendor: YOUSEL BASTAN

Purchaser: ELHAM MESBAH

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR YOUSEF BASTANI	2025	\$330,000	\$1,440.00	\$0.00

Comments: Land Tax of \$1,440.00 has been assessed for 2025, an amount of \$1,440.00 has been paid.

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV): \$600,000

SITE VALUE (SV): \$330,000

**CURRENT LAND TAX AND
VACANT RESIDENTIAL LAND TAX
CHARGE:** \$0.00

Notes to Certificate - Land Tax

Certificate No: 91900025

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,440.00

Taxable Value = \$330,000

Calculated as \$1,350 plus (\$330,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,000.00

Taxable Value = \$600,000

Calculated as \$600,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 91900025

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 91900025

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

Your Reference:	LD:77183461-011-5.37234
Certificate No:	91900025
Issue Date:	23 JUN 2025
Enquires:	ESYSPROD

Land Address: 17 LOUKAS DRIVE WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
45990331	1212	742746	12060	262	\$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$600,000
SITE VALUE:	\$330,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 91900025

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

Your Reference: LD:77183461-011-5.37234

Certificate No: 91900025

Issue Date: 23 JUN 2025

Land Address: 17 LOUKAS DRIVE WOLLERT VIC 3750

Lot	Plan	Volume	Folio
1212	742746	12060	262

Vendor: YOUSEL BASTAN

Purchaser: ELHAM MESBAH

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 91900025

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 91900027

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 91900027

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Easy Link Conveyancing, care of Landchecker
Level 1, 49-51 Stead Street
SOUTH MELBOURNE 3205

Client Reference: 37234

NO PROPOSALS. As at the 23th June 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

17 LOUKAS DRIVE, WOLLERT 3750
CITY OF WHITTLESEA

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

Date of issue: 23th June 2025

Telephone enquiries regarding content of certificate: 13 11 71

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 consumer.vic.gov.au/duediligencechecklist.

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

SECTION 27 STATEMENT

VENDORS DEPOSIT STATEMENT TO THE PURCHASER PURSUANT TO SECTION 27 OF THE SALE OF LAND ACT, 1962.

VENDOR: ELHAM MESBAH and YOUSEF BASTANI

PROPERTY: 17 LOUKAS DRIVE WOLLERT VIC 3750

1. The Property is subject to Mortgage(s), particulars of which are as follows:

(a) Mortgagee(s):....COMMONWEALTH BANK OF AUSTRALIA

of:..

(b) Amount secured \$.....
Instalments \$..... per.....
Amount required to discharge the Mortgage \$.....

(THIS AMOUNT INCLUDES OUTSTANDING RATES, TAXES OR CHARGES DUE TO ANY STATUTORY BODY, OR OTHER CHARGE FOR MONEY'S OWING)

(c) Rate of interest payable% p.a.
Default rate% p.a.

(d) Due date of repayment of Mortgage(s):/...../2
(UNLESS THE MORTGAGE DEMANDS EARLY REPAYMENT UPON BREACH OF ITS CONDITIONS.)

(e) The Mortgage does *does not provide for further advances *as follows:

.....

(f) The Vendor is not in default under the Mortgage.

(g) The Mortgagee has not consented to the Purchaser assuming the Vendor's obligations under the Mortgage.

2. There is no Caveat lodged against the title to the Property under the Transfer of Land Act, 1958.

DATE OF VENDOR'S STATEMENT/...../200

SIGNATURE OF VENDOR(S)

ACKNOWLEDGMENT OF RECEIPT OF VENDOR'S SECTION 27 STATEMENT

The Purchaser HEREBY ACKNOWLEDGES receipt of a copy of this Statement.

DATE OF RECEIPT/...../200

SIGNATURE OF PURCHASER(S)

RELEASE OF THE DEPOSIT BY THE PURCHASER(S)

1. The Purchaser HEREBY ACKNOWLEDGES that:

- A. The particulars provided by the Vendors in this Statement are accurate.
- B. The particulars given indicate that the purchase price is sufficient to discharge all Mortgages over the property.
- C. The Contract is not subject to any condition enuring for the benefit of the Purchaser.

2. The Purchaser FURTHER ACKNOWLEDGES that he has received satisfactory answers to Requisitions on Title or is otherwise deemed to have accepted title.

DATE OF PURCHASER'S RELEASE/...../20

SIGNATURE OF PURCHASER(S)