

# Contract of Sale of Land

Property:

**59 Hardwood Grove, Donnybrook VIC 3064**

**Land & Property Conveyancing Melbourne**

Level 1

Office 6, 545 McDonalds Road

SOUTH MORANG VIC 3752

Tel: 03 9437 9002

PO Box 156, South Morang VIC 3752

Ref: KS:26-1962

# Contract of Sale of Land

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor 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) of the *Sale of Land Act 1962*)

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

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

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

WARNING TO ESTATE AGENTS  
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES  
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

# Contract of Sale of Land

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 (which are in standard form: see general condition 6.1)

in that order of priority.

## SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing –

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

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

**SIGNED BY THE PURCHASER:** .....  
..... on ...../...../2026

**Print names(s) of person(s) signing:** .....

State nature of authority, if applicable: .....

This offer will lapse unless accepted within [            ] clear business days (3 clear business days if none specified)  
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

**SIGNED BY THE VENDOR:** .....  
..... on ...../...../2026

**Print names(s) of person(s) signing:** Bosh Koteski and Madeleine Jane Koteski .....

State nature of authority, if applicable: .....

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

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# Particulars of Sale

## Vendor's estate agent

Name: Stone Real Estate (Whittlesea)  
Address: Shop 1, 75 Church Street, Whittlesea VIC 3757  
Email: deanzammit@stonerealestate.com.au  
Tel: 03 9716 2000 Mob: Fax: Ref: Dean Zammit

## Vendor

Name: Bosh Koteski and Madeleine Jane Koteski  
Address:  
ABN/ACN:  
Email:

## Vendor's legal practitioner or conveyancer

Name: Land & Property Conveyancing Melbourne  
Address: Level 1, Office 6, 545 McDonalds Road, South Morang VIC 3752  
PO Box 156, South Morang VIC 3752  
Email: karen@lpcm.com.au  
Tel: 03 9437 9002 Mob: Fax: Ref: 26-1962

## Purchaser

Name:  
Address:  
ABN/ACN:  
Email:

## Purchaser's legal practitioner or conveyancer

Name:  
Address:  
Email:  
Tel: Mob: Fax: Ref:

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12372 Folio 101	1420	PS 837633R

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

**Property address**

The address of the land is: 59 Hardwood Grove, Donnybrook VIC 3064

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

All fixed floor coverings, electric light fittings, window furnishings and fittings of a permanent nature as inspected excluding salon associated items and basin.

**Payment**

Price \$ \_\_\_\_\_  
Deposit \$ \_\_\_\_\_ by (of which has been paid)  
Balance \$ \_\_\_\_\_ 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)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- GST (if any) must be paid in addition to the price if the box is checked
- This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- This sale is a sale of a 'going concern' if the box is checked
- The margin scheme will be used to calculate GST if the box is checked

**Settlement** (general conditions 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; and
- the 14th day 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 box is checked, in which case the property is sold subject to\*:

*(\*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)*

**Terms contract** (general condition 30)

This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

**Loan** (general condition 20)

This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: \_\_\_\_\_

Loan amount: no more than \_\_\_\_\_ 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

**Instructions:** *It is recommended that when adding special conditions:*

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



### Special Condition 1 – Adjustments

- 1.1 The Purchaser shall pay, adjust or discharge all rates and taxes and other outgoings with respect to the property from the day of settlement.
- 1.2 The Purchaser acknowledges and agrees to instruct their Conveyancer/Solicitor/Representative to provide Land & Property Conveyancing Melbourne Pty Ltd with the Statement of Adjustments no later than three (3) business days prior to settlement. The Purchaser shall be deemed to be in default of this Special Condition and settlement shall be delayed until such time as the Purchaser's Representative can provide current, up to date certificates to Land & Property Conveyancing Melbourne Pty Ltd, and the Purchaser is liable to pay a fee of \$150.00 plus GST to Land & Property Conveyancing Melbourne Pty Ltd;
- 1.3 The Purchaser's Representative must provide all current rateable certificates (comprising Land Information Certificate, Water Information Statement and/or any applicable Special Meter Read, Land Tax Certificate, Owners Corporation Certificate and any other certificate which may be required to complete the Statement of Adjustments) to enable Land & Property Conveyancing Melbourne Pty Ltd to verify the Statement of Adjustments;
- 1.4 If Special Condition 1.2 comes into operation, the Purchaser and their representative agree that settlement shall take place 2 business days after receipt of the current rateable certificates; and penalty interest will be payable for the number of days settlement was delayed due to the Purchaser's default;
- 1.5 The Purchaser and their representative acknowledge that this is an essential term of the Contract of Sale.



### Special Condition 2 – Settlement Re-Scheduling and Cancellation

- The Purchaser acknowledges:  
Without limiting any other rights of the Vendor, if the Purchaser fails to:
- a) settle on the due date for settlement as set out in the particulars of sale of this contract; or  
b) requests to amend or extend the due date for settlement as set out in the particulars of sale of this contract;  
the purchaser must pay to the Vendor's representative an amount of \$300.00 plus GST representing the Vendor's additional legal costs incurred in relation to same, with such additional amount to be paid at settlement.



### Special Condition 3 – Purchaser Acknowledgement

The Purchaser acknowledges and declares that they have purchased the property as a result of their own inspections and enquiries of the property and all buildings and structures thereon and that the Purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the Vendor or their consultants, agents and servants notwithstanding anything to the contrary herein contained or by law otherwise provided or implied and it is agreed that the Purchaser shall not be entitled to make any objection or claim compensation whatsoever in respect of the state or repair and/or condition of any buildings or structures on the property and any items or goods within the said buildings or structures. The Purchaser acknowledges that improvements on the property may be subject to or require compliance with the Victorian Building Regulations, municipal by laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws and regulations shall not be and shall not be deemed to constitute a defect in the Vendors title and the Purchaser shall not claim compensation whatsoever from the Vendor, nor require the Vendor to comply with any one or more of those laws and regulations or to carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The Purchaser shall have no right to call upon the Vendor to provide a Certificate of Occupancy or Final Inspection or any other similar copy of any guarantee or insurance policy under any building legislation. The Purchaser acknowledges that this is an essential term of the Contract of Sale and does not merge at settlement and it remains in full force and effect.



### Special Condition 4 – Planning Schemes

- 4.1 The purchaser buys subject to any restrictions on its use or development under or imposed by the provisions of the relevant planning scheme or schemes, statute, regulation, local law or other town planning laws or any permit condition or conditions imposed by any authority empowered to control the use or development of the property ("Planning Restriction").
- 4.2 A Planning Restriction does not constitute a defect in the Vendor's title to the property or affect the validity of this contract.
- 4.3 The Purchaser shall not make any objection or requisition or claim any compensation or refuse or delay payment of the whole or any part of the Price in consequence of any Planning Restriction or amendment.



### Special Condition 5 - No Representations

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

**Special Condition 6 – Dwelling**

The land and buildings (if any) as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

**Special Condition 7 – Vendor As Trustee**

7.1

**Application**

This special condition 7 only applies where the Vendor is a trustee of a Trust.

7.2

**Meaning of words**

In this special condition 7:

**Trust** means the trust identified in the Particulars of Sale;

**Trust Assets** means the assets held on trust by the Vendor under the Trust Deed;

**Trust Deed** means the trust deed identified in the Particulars of Sale, as amended from time to time; and

**Purchaser's rights** means:

- (a) claiming compensation;
- (b) rescinding or purporting to rescind;
- (c) calling the Vendor to amend title or bear an cost of doing so;
- (d) delaying settlement;
- (e) avoiding settlement;
- (f) avoiding any of its obligations; and
- (g) making any other Claims, under or in connection with this Contract.

7.3

**Vendor sells as trustee**

The Vendor sells the Property as trustee of the Trust.

7.4

**Limitation of Vendor's liability**

The Purchaser acknowledges that:

- (a) the Vendor's liability under this Contract is limited to the Trust Assets;
- (b) the Purchaser's rights against the Vendor are solely in the Vendor's capacity as trustee of the Trust and not against the Vendor in the Vendor's personal capacity;
- (c) only the Trust Assets are available to satisfy the Purchaser's rights against the Vendor under this Contract;
- (d) the Purchaser will not call on the Vendor to satisfy any of the Vendor's obligations under this Contract out of the Vendor's personal assets; and
- (e) the Purchaser will not seek to appoint a liquidator, administrator, receiver or similar person to the Vendor, or prove in any liquidation, administration or other similar arrangement affecting the Purchaser.

**Special Condition 8 – Reduced Deposit**

This Special Condition 8 is only applicable where a full 10% deposit (i.e 10% of the Price) is not payable under this Contract.

(a) The Purchaser acknowledges and agrees that the Vendor would normally require payment of a deposit equal to 10% of the Price.

(b) The Purchaser further acknowledges and agrees that the Vendor has accepted a reduced deposit on the basis that if the Purchaser is in default of the Contract at any time, the Purchaser, must pay to the Vendor an additional amount equal to the difference between the Deposit and the amount representing 10% of the Price within 7 Business Days of written demand by the Vendor.

(c) If the Purchaser fails to pay the additional amount on or before the Due Date, the Vendor may recover the additional amount from the Purchaser as a debt.

**Special Condition 9 – Auction**

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

**Special Condition 10 – Inspection**

The Purchaser acknowledges and warrants to the Vendor that, where it has not physically inspected the Property, it is satisfied with the risk of purchasing a property sight unseen. It buys the Property subject to and will comply with all restrictions, conditions, features and other matters affecting the Property including any physical characteristics of the Property and the surrounding lots and vicinity generally. The Purchaser shall not be entitled to make any objection or claim compensation whatsoever in respect of any such matter.

**Special Condition 11 – Solar Panels**

In the event that solar panels are on the property herein described, the Purchaser acknowledges and agrees that:

- (a) they have made their own enquiries regarding whether or not any benefits currently provided to the vendor by agreement with the current energy service provider (including feed in tariffs) pass to the purchaser on the sale of the land is a matter for enquiry and confirmation by the purchaser, and the vendor makes no warranty or representation in this regard;
- (b) the purchaser will make their own negotiations with the current energy supplier or an energy supplier of the purchaser's choice with regard to a feed in tariffs for any electricity generated or any benefit provided by the solar panels;
- (c) the vendor nor the vendor's agent have made any representations or warranties with respect to the solar panels or their state of repair.

**Special Condition 12 – No Land Tax Adjustment**

Where the Sale Price of the Property is less than \$10,000,000.00, General Condition 23 is hereby varied to the extent that there shall be no adjustment of any Land Tax for the Property, and the Purchaser shall not be required to make any payment or contribution to the Vendor's Land Tax at Settlement or otherwise.

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

**7. IDENTITY OF THE LAND**

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

**8. SERVICES**

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

**9. CONSENTS**

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

**10. TRANSFER & DUTY**

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

**11. RELEASE OF SECURITY INTEREST**

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—

- (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
  - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—  
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## **12. BUILDER WARRANTY INSURANCE**

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

## **13. GENERAL LAW LAND**

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.

- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
- 

## Money

### 14. DEPOSIT

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

### 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

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

**16. BANK GUARANTEE**

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

**17. SETTLEMENT**

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

**18. ELECTRONIC SETTLEMENT**

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
  - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

**20. LOAN**

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

**21. BUILDING REPORT**

- 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 lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:

- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser’s obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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## 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.

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## 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.
-



# Vendor Statement

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

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

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

<b>Land</b>	59 HARDWOOD GROVE, DONNYBROOK VIC 3064
-------------	--

Vendor's name	Bosh Koteski	Date	/ /
Vendor's signature	_____		
Vendor's name	Madeleine Jane Koteski	Date	/ /
Vendor's signature	_____		

Purchaser's name		Date	/ /
Purchaser's signature	_____		
Purchaser's name		Date	/ /
Purchaser's signature	_____		

# 1. FINANCIAL MATTERS

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

- (a)  Are contained in the attached certificate/s.
- (b)  Their total does not exceed: \$3,500.00
  - (i) excludes water by consumption and consumption charges for other utilities;
  - (ii) assumes that a principal place of residence exemption will apply for land tax purposes (refer to (c) below); and
  - (iii) is based on current rates and land tax rates and on current estimates of unimproved value and net annual value, which are subject to change.
- (c)  The purchaser may be liable for land tax after settlement and the extent of that liability will depend on whether exemptions apply and whether the purchaser is an absentee owner or owns other land in Victoria.

**Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-**

- (i) Owners Corporation fees and special levies (if applicable).
- (ii) Water usage and Sewerage disposal charges levied on a daily basis by the water authority.
- (iii) Land tax if the property is not exempt as a principal place of residence.
- (iv) Annual increases in all outgoings if you purchase this property in the next rating period after this statement was prepared.
- (v) Connection fees for electricity, telephone, sewerage, gas, water and NBN (if not connected at the Day of Sale).

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

To the best of the Vendor's knowledge there are no Charges over the land save for any Charges which are disclosed in the attached certificates or the Register Search Statement.

## 1.3 Terms Contract

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

Not Applicable

## 1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 100
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable

### 2.2 Owner Builder

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

Not Applicable

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

Not Applicable AND

Any sewers, drains, water pipes, electrical and telecommunication services and optic fibre cables which are laid outside registered easements for that purpose together with any apparent or implied easements.

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

None to the vendor's knowledge.

### 3.2 Road Access

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

### 3.3 Designated Bushfire Prone Area

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

### 3.4 Planning Scheme

Attached is a certificate with the required specified information.

## 4. NOTICES

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

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

Not Applicable AND

Are as follows:

None to the vendor's knowledge, save as are contained in the attached certificate or statements.

NOTE: the vendor has no means of knowing of all decisions of public authorities and government departments affecting the property unless communicated to the vendor.

### 4.2 Agricultural Chemicals

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

None to the vendor's knowledge

NOTE: the vendor has no means of knowing of all decisions of public authorities and government departments affecting the property unless communicated to the vendor.

#### 4.3 Compulsory Acquisition

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

None to the vendor's knowledge.

### 5. BUILDING PERMITS

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

Are contained in the attached certificate

**Building permit number:** BS-U 20159/4699534956015

### 6. OWNERS CORPORATION

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

Not Applicable <sup>1</sup>

### 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

### SERVICES

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

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

### 9. TITLE

Attached are copies of the following documents:

9.1  (a) Registered Title

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

### 10. SUBDIVISION

#### 10.1 Unregistered Subdivision

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

Not Applicable

#### 10.2 Staged Subdivision

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

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

---

<sup>1</sup> An inactive owners corporation includes one that in the previous 15 months has not held an annual general meeting, not fixed any fees and not held any insurance.

NIL

### 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

See attached

## 13. ATTACHMENTS

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

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

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

- 13.1 Certificate of Title
- 13.2 Plan of Subdivision
- 13.3 Instrument AU607079F
- 13.4 Planning Certificate
- 13.5 Planning Property Report
- 13.6 Land Information Certificate
- 13.7 Water Information Statement
- 13.8 VicRoads Certificate
- 13.9 Land Tax Certificate
- 13.10 Occupancy Permit
- 13.11 Domestic Building Insurance
- 13.12 Due Diligence Checklist

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

VOLUME 12372 FOLIO 101

Security no : 124131681982P  
Produced 28/01/2026 04:31 PM

### LAND DESCRIPTION

Lot 1420 on Plan of Subdivision 837633R.  
PARENT TITLE Volume 12345 Folio 367  
Created by instrument PS837633R 05/05/2022

### REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
MADELEINE JANE KOTESKI  
BOSH KOTESKI both of 10 PEMBA AVENUE SOUTH MORANG VIC 3752  
AV649322D 20/05/2022

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AZ900180P 08/12/2025  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS837633R 05/05/2022

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  
AU607079F 22/07/2021

### DIAGRAM LOCATION

SEE PS837633R FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AZ900179X (E)	DISCHARGE OF MORTGAGE	Registered	08/12/2025
AZ900180P (E)	MORTGAGE	Registered	08/12/2025

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 59 HARDWOOD GROVE DONNYBROOK VIC 3064

### ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 08/12/2025

DOCUMENT END



# Imaged Document Cover Sheet


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Document Type	<b>Plan</b>
Document Identification	<b>PS837633R</b>
Number of Pages (excluding this cover sheet)	<b>10</b>
Document Assembled	<b>28/01/2026 16:39</b>

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The document is invalid if this cover sheet is removed or altered.

<b>PLAN OF SUBDIVISION</b>			<b>LUV USE ONLY EDITION 1</b>	<b>PLAN NUMBER PS837633R</b>		
<p style="text-align: center;"><b>LOCATION OF LAND</b></p> <p><b>PARISH:</b> KALKALLO</p> <p><b>TOWNSHIP:</b> -</p> <p><b>SECTION:</b> -</p> <p><b>CROWN ALLOTMENT:</b> -</p> <p><b>CROWN PORTION:</b> 22 (PART)</p> <p><b>TITLE REFERENCES:</b> Vol.12345 Fol.367</p> <p><b>LAST PLAN REFERENCE/S:</b> PS837630X (LOT AF)</p> <p><b>POSTAL ADDRESS:</b> 100A OLIVINE BOULEVARD <b>(At time of subdivision)</b> DONNYBROOK, 3064</p> <p><b>MGA94 Co-ordinates</b>            <b>E</b> 323 320 (of approx centre of            <b>N</b> 5 844 170 land in plan)                        <b>ZONE</b> 55</p>			<p>Council Name: Whittlesea City Council</p> <p>Council Reference Number: 610253 Planning Permit Reference: 717158 SPEAR Reference Number: S153861M</p> <p><b>Certification</b></p> <p>This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 08/01/2021</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: Carolyn Leatham for Whittlesea City Council on 04/02/2022</p> <p><b>Statement of Compliance</b> issued: 27/04/2022</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>			
<b>VESTING OF ROADS AND/OR RESERVES</b>			<b>NOTATIONS</b>			
IDENTIFIER	COUNCIL/BODY/PERSON		<p>EASEMENTS E-1, E-2, E-7, E-8 &amp; E-9 HAVE BEEN OMITTED FROM THIS PLAN. LOTS 1 TO 1400 (BOTH INCLUSIVE) AND 1457 TO 1498 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.</p> <p>FOR RESTRICTION A AFFECTING LOTS 1401 TO 1455 (BOTH INCLUSIVE) SEE SHEET 10.</p> <p><b>OTHER PURPOSES OF THE PLAN:</b> REMOVAL OF THAT PART OF DRAINAGE EASEMENT E-6 ON PS837630X AS AFFECTS WILLOWMEAD BOULEVARD ON THIS PLAN.</p> <p>REMOVAL OF SEWERAGE AND WATER SUPPLY EASEMENT (THROUGH UNDERGROUND PIPES) E-9 ON PS837630X AS AFFECTS HARDWOOD GROVE AND WILLOWMEAD BOULEVARD ON THIS PLAN.</p> <p>REMOVAL OF THAT PART OF DRAINAGE &amp; SEWERAGE EASEMENT E-10 ON PS837630X AS AFFECTS VERDANT DRIVE, LONSDALE PARADE AND BRONZE LANE ON THIS PLAN.</p> <p><b>GROUND FOR REMOVAL:</b> BY AGREEMENT OF ALL INTERESTED PARTIES UPON REGISTRATION OF THIS PLAN PURSUANT TO SECTION 6(1)(k)(iv) OF THE SUBDIVISION ACT 1988.</p> <p style="text-align: center;"><b>WARNING:</b> The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958</p>			
ROAD R1	CITY OF WHITTLESEA					
ROAD R2	CITY OF WHITTLESEA					
RESERVE No.1	CITY OF WHITTLESEA					
RESERVE No.2	CITY OF WHITTLESEA					
RESERVE No.3	CITY OF WHITTLESEA					
<b>NOTATIONS</b>			<p>DEPTH LIMITATION DOES NOT APPLY</p> <p><b>STAGING</b> This is/is not a staged subdivision. Planning permit No. 717158</p> <p><b>SURVEY.</b> THIS PLAN IS/IS NOT BASED ON SURVEY.</p> <p>THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS Nos: PM30, PM50, PM51, PM54, PM55, PM77, &amp; PM95 (KALKALLO)</p> <p>PROCLAIMED SURVEY AREA: N/A</p> <p style="text-align: center;"><b>OLIVINE 14</b> <b>4.614ha</b></p> <p style="text-align: center;"><b>57 LOTS</b></p>			
DEPTH LIMITATION DOES NOT APPLY						
<b>STAGING</b> This is/is not a staged subdivision. Planning permit No. 717158						
<b>SURVEY.</b> THIS PLAN IS/IS NOT BASED ON SURVEY.						
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS Nos: PM30, PM50, PM51, PM54, PM55, PM77, & PM95 (KALKALLO)						
PROCLAIMED SURVEY AREA: N/A			<p style="text-align: center;"><b>LEGEND</b>    A-Appurtenant Easement    E-Encumbering Easement    R-Encumbering Easement (Road)</p>			
<b>EASEMENT INFORMATION</b>						
<b>LEGEND</b> A-Appurtenant Easement    E-Encumbering Easement    R-Encumbering Easement (Road)						
Easement Reference	Purpose	Width (Metres)			Origin	Land Benefited/In Favour Of
E-3	DRAINAGE	SEE PLAN			PS808019A	CITY OF WHITTLESEA
E-4	SEWERAGE	SEE PLAN	PS808019A	YARRA VALLEY WATER		
E-5	DRAINAGE	SEE PLAN	PS808024H	CITY OF WHITTLESEA		
E-6	DRAINAGE	SEE PLAN	PS833865Q	CITY OF WHITTLESEA		
E-10	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	PS837630X PS837630X	CITY OF WHITTLESEA YARRA VALLEY WATER		
E-11	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	THIS PLAN THIS PLAN	CITY OF WHITTLESEA YARRA VALLEY WATER		
<b>CONTINUED ON SHEET 2</b>						
1700S-14 VER D.DWG SB/SB		SURVEYOR REF: 1700s-14		ORIGINAL SHEET SIZE: A3		
 <p style="font-size: 24pt; font-weight: bold; margin: 0;">SMEC</p> <p style="font-size: 10pt; margin: 0;">Member of the Surbana Jurong Group</p>		<p>Digitally signed by: Gabrielle McCarthy, Licensed Surveyor, Surveyor's Plan Version (D), 12/01/2022, SPEAR Ref: S153861M</p>		<p>SHEET 1 OF 10</p> <p>PLAN REGISTERED TIME: 5:41 PM DATE: 05/05/2022</p> <p style="text-align: right;">K. LIEW Assistant Registrar of Titles</p>		

# PLAN OF SUBDIVISION

PLAN NUMBER  
**PS837633R**

## EASEMENT INFORMATION CONTINUED

LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-12	POWERLINE	SEE PLAN	THIS PLAN (SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000)	AUSNET ELECTRICITY SERVICES PTY LTD
E-13	POWERLINE	SEE PLAN	THIS PLAN (SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000)	AUSNET ELECTRICITY SERVICES PTY LTD
	WATER SUPPLY (THROUGH UNDERGROUND PIPES)	SEE PLAN	THIS PLAN	YARRA VALLEY WATER CORPORATION
	GAS DISTRIBUTION PIPELINE	SEE PLAN	THIS PLAN	AUSTRALIAN GAS NETWORKS (VIC) PTY LTD
	TELECOMMUNICATIONS (THROUGH UNDERGROUND CABLES)	SEE PLAN	THIS PLAN	LOTS ON THIS PLAN

1700S-14 VER D.DWG SB/SB



Member of the Urbana Jurong Group

REF 1700s-14

ORIGINAL SHEET  
SIZE: A3

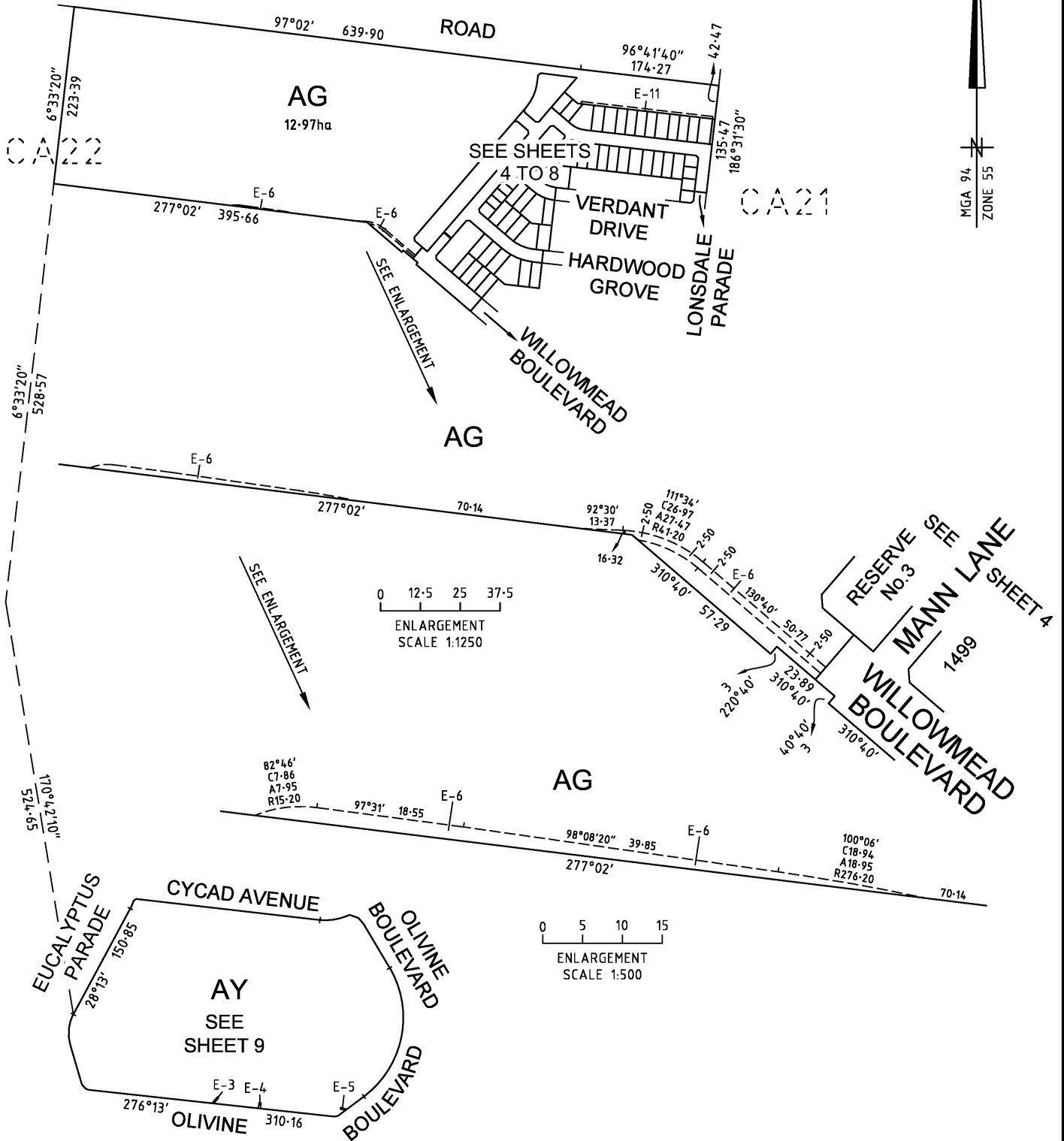
SHEET 2

Digitally signed by: Gabrielle McCarthy, Licensed Surveyor,  
Surveyor's Plan Version (D),  
12/01/2022, SPEAR Ref: S153861M

Digitally signed by:  
Whittlesea City Council,  
04/02/2022,  
SPEAR Ref: S153861M

# PLAN OF SUBDIVISION

PLAN NUMBER  
**PS837633R**



1700S-14 VER D.DWG SB/SB

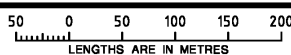


**SMEC**

Member of the Surbana Jurong Group

REF 1700s-14

SCALE  
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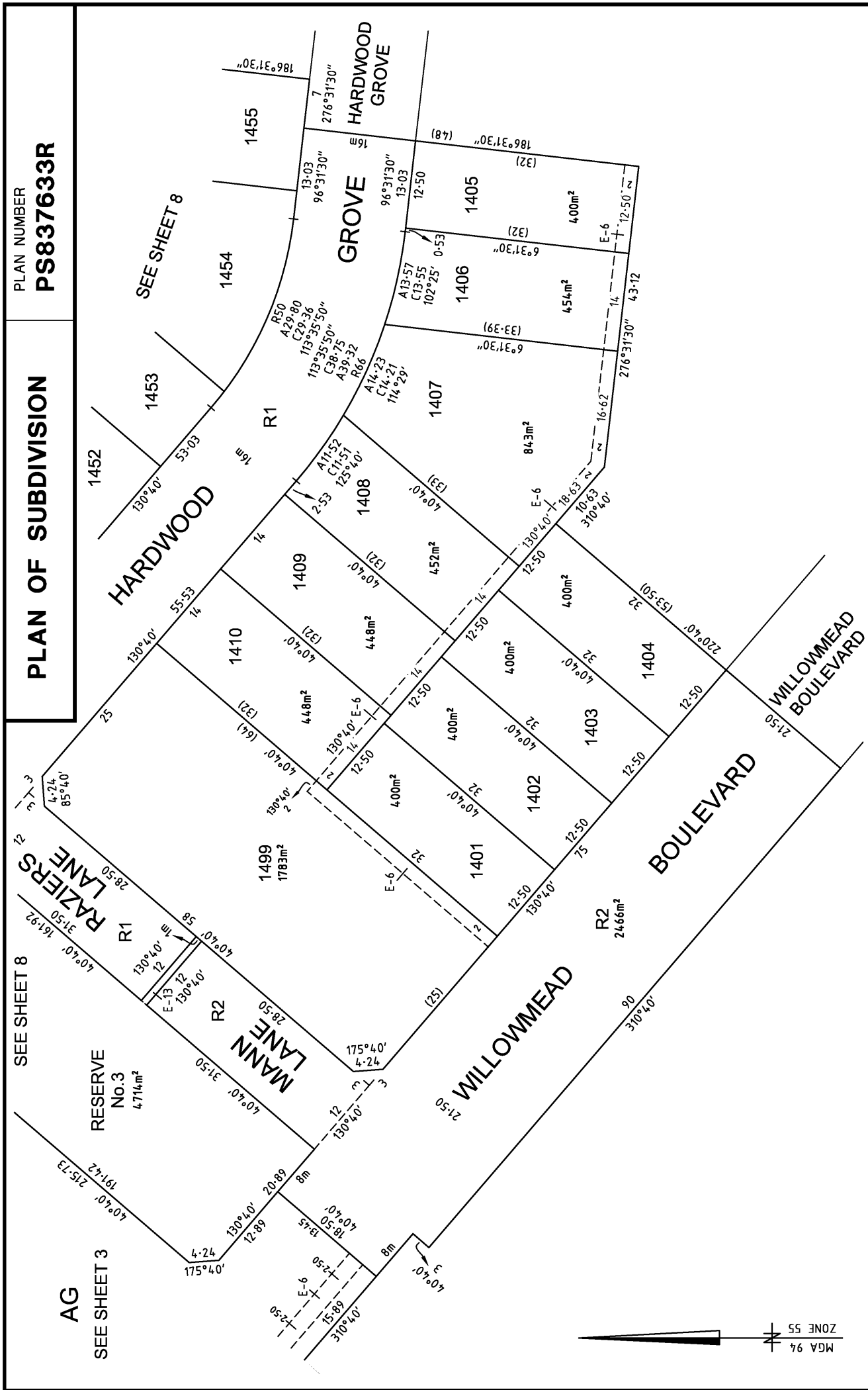


Digitally signed by: Gabrielle McCarthy, Licensed Surveyor,  
Surveyor's Plan Version (D),  
12/01/2022, SPEAR Ref: S153861M

ORIGINAL SHEET  
SIZE: A3

SHEET 3

Digitally signed by:  
Whittlesea City Council,  
04/02/2022,  
SPEAR Ref: S153861M



**PLAN OF SUBDIVISION**  
**PS837633R**

PLAN NUMBER  
**PS837633R**

SEE SHEET 8

SEE SHEET 3

RESERVE  
No.3  
4.714m<sup>2</sup>

AG

SEE SHEET 8

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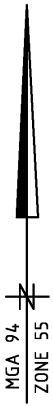
1706

1707

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# PLAN OF SUBDIVISION

PLAN NUMBER  
**PS837633R**



**AG**  
SEE SHEET 3

**RESERVE No.2**  
1935m<sup>2</sup>

**RESERVE No.3**  
SEE SHEET 4

**GUILD WAY**

**GROVE**

**HARDWOOD**

**BRONZE**

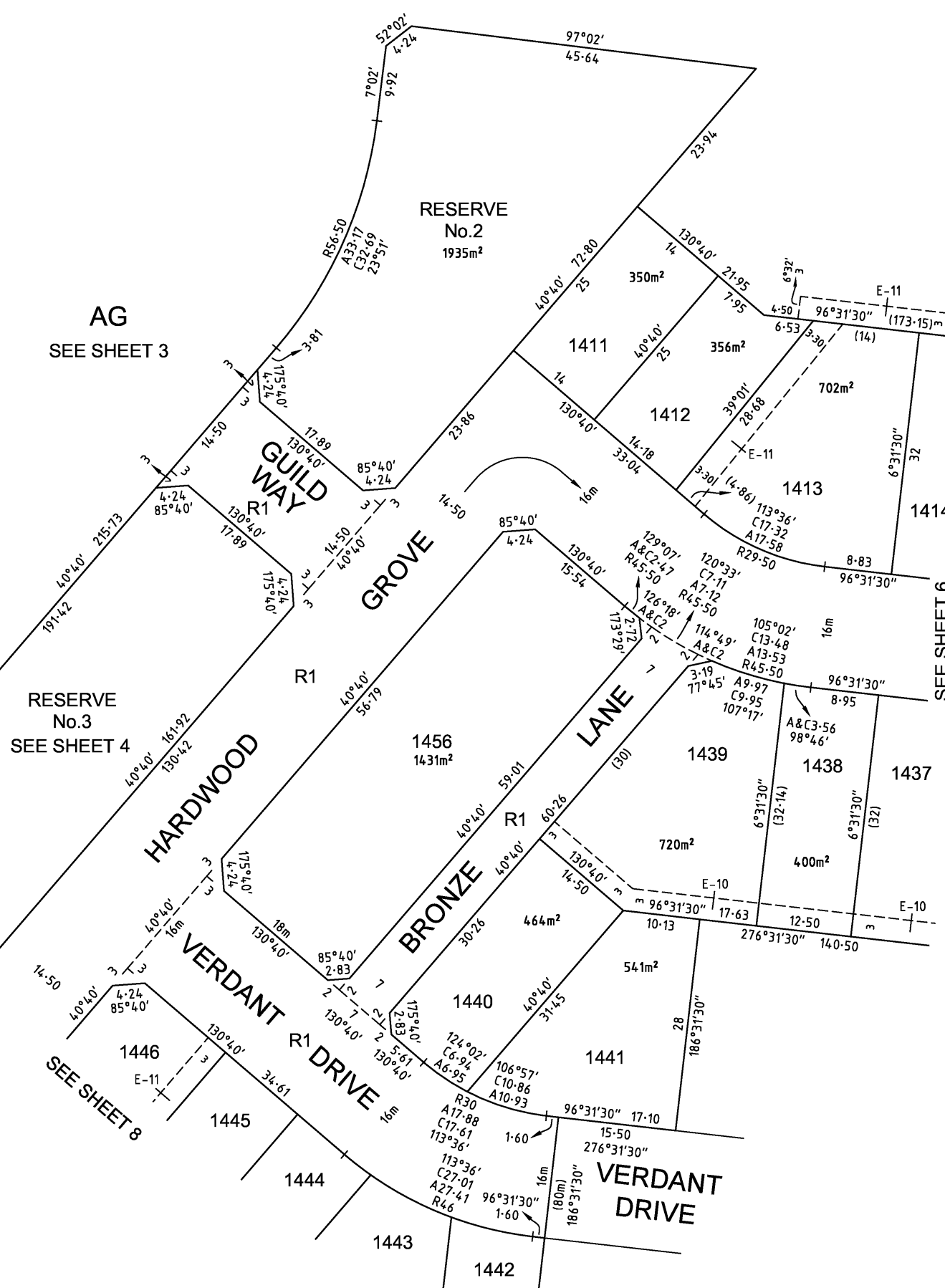
**LANE**

**VERDANT DRIVE**

**VERDANT DRIVE**

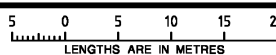
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1700S-14 VER D.DWG SB/SB

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SHEET 5



**SMEC**

Member of the Surbana Jurong Group

REF 1700s-14

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Whittlesea City Council,  
04/02/2022,  
SPEAR Ref: S153861M

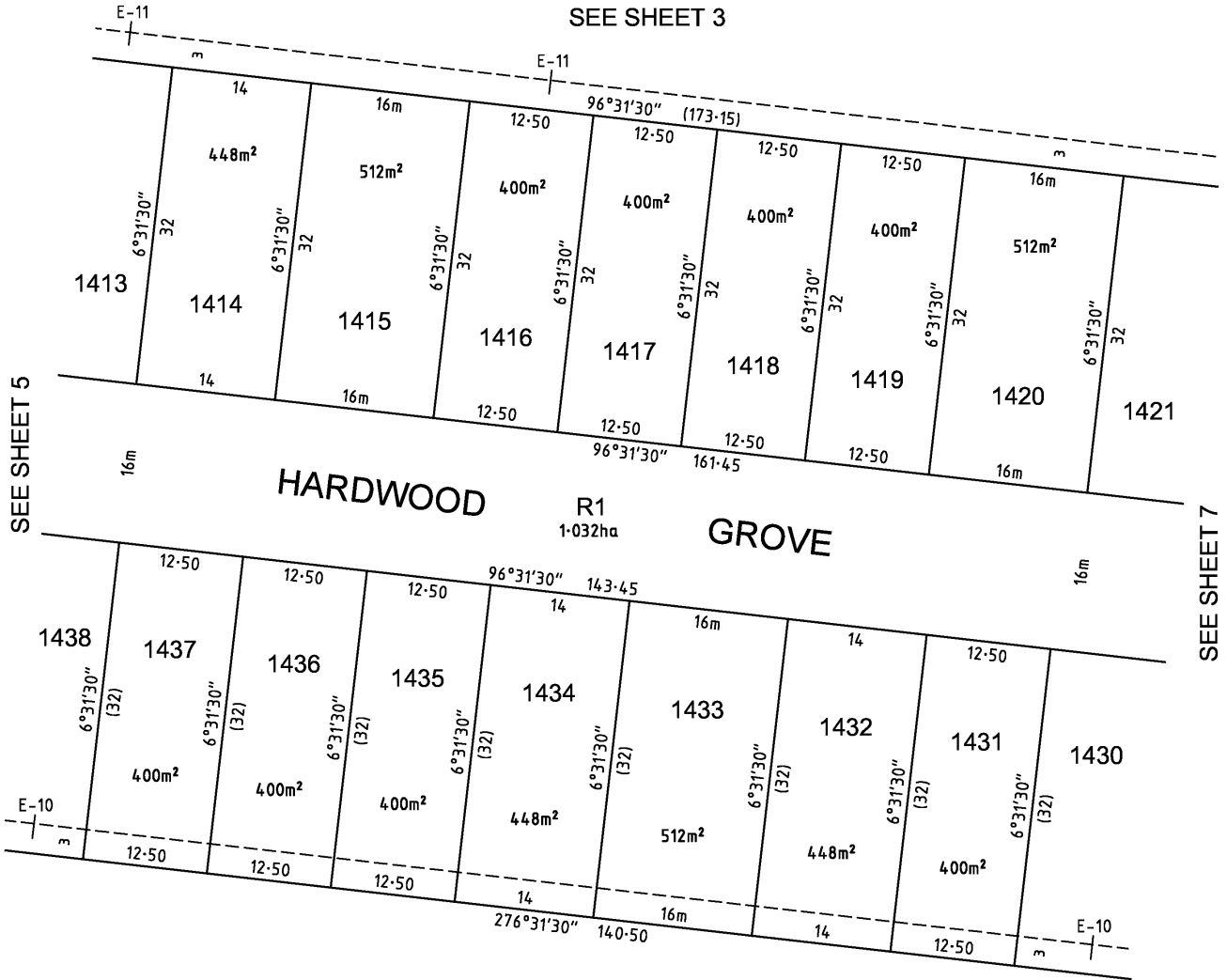
# PLAN OF SUBDIVISION

PLAN NUMBER  
**PS837633R**



**AG**

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**HARDWOOD**

R1  
1-032ha

**GROVE**

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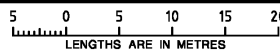


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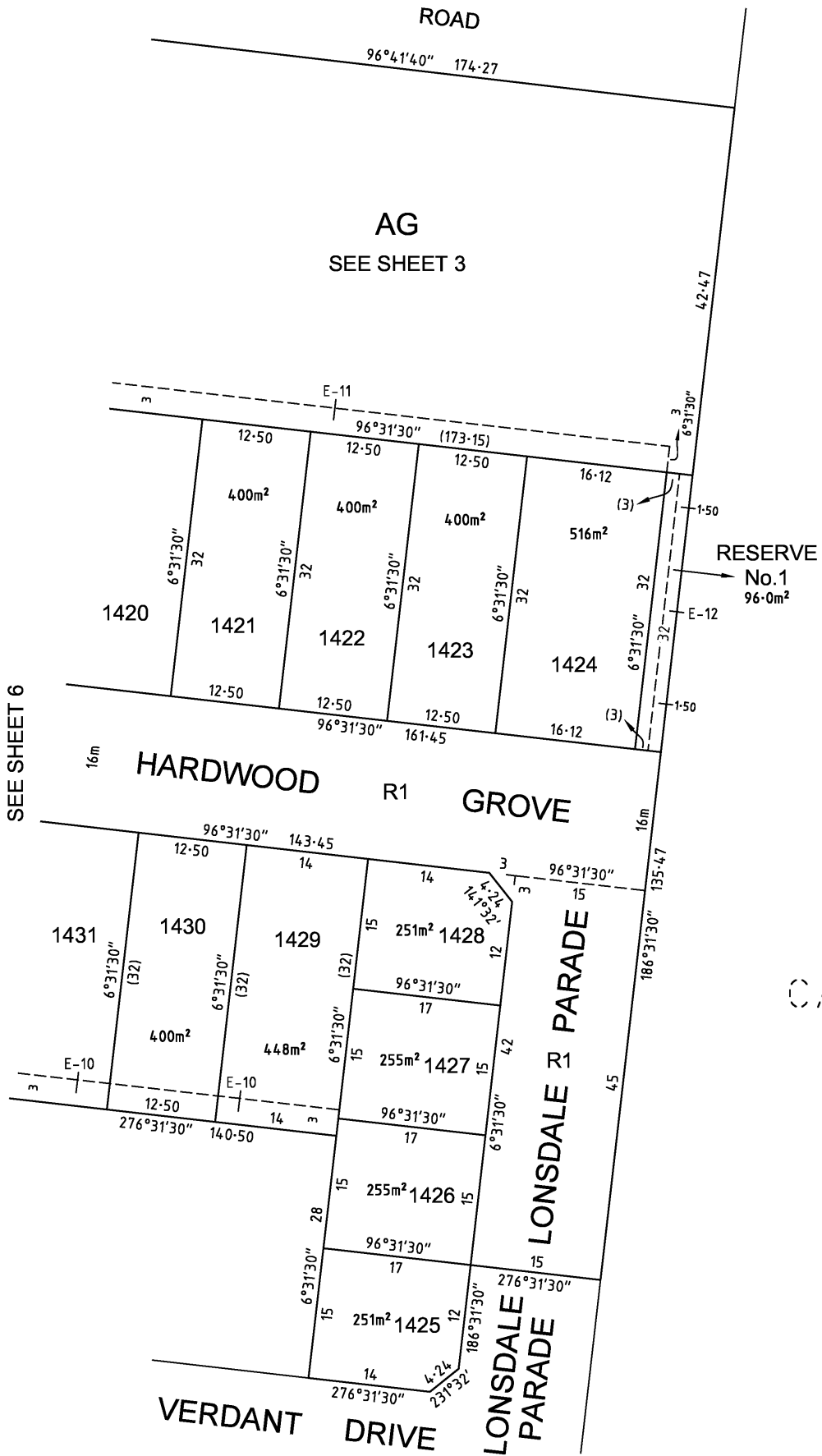
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**PLAN OF SUBDIVISION**

PLAN NUMBER  
**PS837633R**

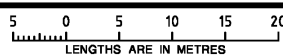


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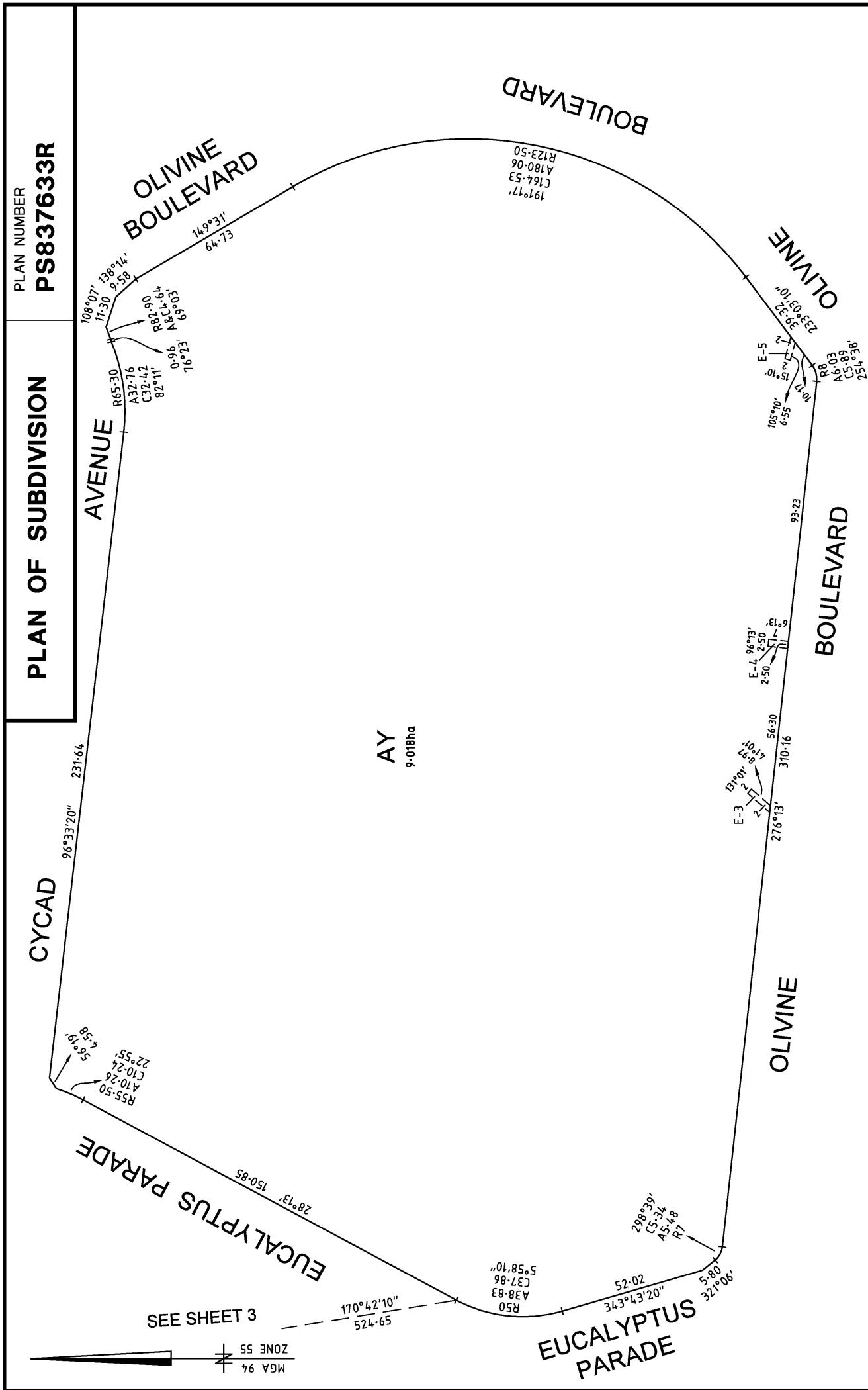


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# PLAN OF SUBDIVISION

PLAN NUMBER  
**PS837633R**

## CREATION OF RESTRICTION A

The following restriction is to be created upon registration of Plan of Subdivision PS 837633R by way of restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

**Land to be burdened:** Lots 1401 to 1455 (both inclusive).

**Land to be benefited:** Lots 1401 to 1455 (both inclusive).

### Description of Restriction

The registered proprietor or proprietors for the time being of any Lot on this plan to which the following restriction applies shall not:

- 1) For Lots 1411, 1439, and 1440 construct a double storey dwelling located on a corner lot, the side wall on the first level (upper storey) facing the secondary (side) street frontage being constructed:
  - a) with less than 30% glazing for the area of the wall and the remainder of that wall being constructed in contrasting material finishes, or
  - b) setback less than 900 millimetres from the ground level (lower storey) wall.
- 2) For lots greater than 300m<sup>2</sup> in area, construct a garage on the burdened lot setback less than 5 metres from the front (road) boundary of the lot.
- 3) For Lot 1424, construct or allow to be constructed on the burdened lot a dwelling other than a two (2) or three (3) storey dwelling that incorporates passive surveillance features such as windows or balconies at the first storey on the east elevation.
- 4) For Lots 1425 to 1428 (both inclusive) and 1446 to 1450 (both inclusive), construct or allow to be constructed on the burdened lot any building or structure that has not been constructed in accordance with the "Small Lot Housing Code" which:
  - a) For Lots 1426 and 1427 are Type A lots, and
  - b) For Lots 1425, 1428, 1446 to 1450 (both inclusive) are Type B lots,

Unless in accordance with a planning permit granted to construct a building or structure on the burdened lot.

- 5) For Lots 1447, 1448 and 1449 construct or allow to be constructed on the burdened lot a dwelling unless it is two (2) storeys.

Except with the written consent of Mirvac and in all other instances with the written consent of each and every registered proprietor of a benefiting lot on the Plan of Subdivision immediately adjoining the burdened lot.



- 6) Develop the burdened lot other than in accordance with the siting and design provisions contained in the Olivine Design Guidelines.
- 7) Erect or affix any sign or notice on the burdened lot.
- 8) Place or erect any clothes drying or airing facility on the burdened lot except where any such item is not visible from public areas.
- 9) Keep a caravan, trailer, boat, plant machinery or a truck on a burdened lot except where any such item is not visible from public areas.
- 10) Consolidate or seek to consolidate any burdened lot with another lot or part of another lot.
- 11) Erect any fences or retaining walls on a burdened lot unless such alterations or maintenance is consistent with the Olivine Design Guidelines.

Clauses 5 to 11 above (both inclusive) will cease to have effect after 31 December 2029.

Nothing in this restriction applies to the Vendor, Mirvac Victoria Pty Ltd ACN 006708363.

"Mircac" means Mirvac Victoria Pty Ltd ACN 006708363.

"Olivine Design Guidelines" is available from Mirvac Victoria Pty Ltd ACN 006708363 and can be download from the Olivine Design Portal website - <https://portal.olivine.mircac.com/covenant-guidelines/residential-design-standards-and-guidelines/>

 <p>1700S-14 VER D.DWG SB/SB <b>SMEC</b> Member of the Surbana Jurong Group REF 1700s-14</p>	<p>SCALE</p>  <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 10</p>
	<p>Digitally signed by: Gabrielle McCarthy, Licensed Surveyor, Surveyor's Plan Version (D), 12/01/2022, SPEAR Ref: S153861M</p>		<p>Digitally signed by: Whittlesea City Council, 04/02/2022, SPEAR Ref: S153861M</p>



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

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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.

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Status	Registered	Dealing Number	AU607079F
Date and Time Lodged	22/07/2021 02:49:43 PM		

### Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	TGM: 8115759

## APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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### Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

12305/175  
12305/176

### Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173  
Planning & Environment Act - section 173

### Applicant(s)

Name	WHITTLESEA CITY COUNCIL
Address	
Street Number	25
Street Name	FERRES
Street Type	BOULEVARD
Locality	SOUTH MORANG
State	VIC
Postcode	3752



# Department of Environment, Land, Water & Planning

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## Electronic Instrument Statement

### Additional Details

Refer Image Instrument

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The applicant requests the recording of this Instrument in the Register.

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### Execution

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

Executed on behalf of	WHITTLESEA CITY COUNCIL
Signer Name	KRISTIN RICHARDSON
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	21 JULY 2021

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### File Notes:

NIL

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This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



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www.maddocks.com.au

DX 259 Melbourne

Date 8 / 7 / 2021

## Agreement under section 173 of the Planning and Environment Act 1987

**Subject Land:** 180A and 180X Olivine Boulevard, Donnybrook

**Purpose of Agreement:** Works In Kind Agreement for Infrastructure Projects and  
identification of Milestones for Inner Public Purpose Land

City of Whittlesea

and

Mirvac Victoria Pty Ltd ACN 006 708 363

AU607079E

**Interstate offices**  
Canberra Sydney  
Affiliated offices around the world through the  
Advoc network - www.advoc.com

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## Agreement under section 173 of the Planning and Environment Act 1987

Dated        /        /

---

### Parties

Name	<b>City of Whittlesea</b>
Address	25 Ferres Boulevard, South Morang
Short name	<b>Council</b>
Name	<b>Mirvac Victoria Pty Ltd ACN 006 708 363</b>
Address	Level 28, 200 George Street, Sydney NSW 2000
Short name	<b>Owner</b>

---

### Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the Collecting Agency and the Development Agency under the Infrastructure Contributions Plan.
- C. Council enters into this Agreement in its capacity as the responsible authority because an agreement under section 173 of the Act must include the responsible authority but primarily enters into this Agreement in its capacity as both the Collecting Agency and the Development Agency to make provision for the matters generally described in clause 3.
- D. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- E. The Infrastructure Contributions Plan applies to Precinct 2 of the Subject Land. It specifies the monetary and land contributions required to provide infrastructure necessary as a result of development of the area for urban purposes.
- F. Section 46GV(4) of the Act requires the Owner to provide the Inner Public Purpose Land to Council in its capacity as Development Agency. Council and the Owner have agreed on milestones for the provision of the Inner Public Purpose Land to Council in accordance with section 46GV(6).
- G. The Owner has asked Council for permission to provide each Infrastructure Project.
- H. Council has agreed to allow the Owner to provide each Infrastructure Project in return for a credit against its infrastructure contribution liability under the Infrastructure Contributions Plan.



The Parties agree:

---

**1. Definitions**

In this Agreement unless the context admits otherwise:

**Act** means the *Planning and Environment Act 1987*.

**Agreed Infrastructure Project Value** means the relevant amount specified in Schedule 8.

**Agreed Land Credit Amount** means the Agreed Land Credit Amount set out in Schedule 7. The Agreed Land Credit Amount is subject to change in the same way and at the same time that the Land Credit Amount is varied and or recalculated by the Infrastructure Contribution Plan.

**Agreed Land Equalisation Amount** means the Agreed Land Equalisation Amount set out in Schedule 7. The Agreed Land Equalisation Amount is subject to change in the same way and at the same time that the Land Equalisation Amount is varied and or recalculated by the Infrastructure Contribution Plan.

**Agreement** means this Deed and includes this Deed as amended from time to time.

**Approved Plans** means the Designs of the relevant Infrastructure Project, as the case may be, as approved by Council under clause 7 of this Agreement.

**Authority** means any government or any public, statutory, service authority, governmental, semi-governmental, local governmental, municipal or judicial body, entity or authority and includes a Minister of the Crown (in any right) and any person, body, entity or authority, exercising a power pursuant to an Act of Parliament.

**Bank Guarantee** means a bank guarantee or other form of security to the satisfaction of Council.

**Business Days** means a day which is not a public holiday, a Saturday or Sunday in the State of Victoria.

**Certificate of Practical Completion** means a written certificate issued by Council in its capacity as the Development Agency stating that an Infrastructure Project has reached Practical Completion and the date on which the Infrastructure Works reached that stage.

**Collecting Agency** has the meaning given to that term in the Infrastructure Contributions Plan and the Act.

**Community Infrastructure Project** means a project identified in Schedule 9.

**Construction Program** means a program in relation to the construction of any Infrastructure Project, as updated by the Owner from time to time and without limiting the generality of its content, the Construction Program may include key milestones at which time Council must be able to inspect the construction and progression of the Infrastructure Project.

**CPI** means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.



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**Credit** means a credit in the amount of the Agreed Infrastructure Project Value against the Owner's liability to pay the Monetary Component of the Infrastructure Contribution and any Land Credit Amount due to the Owner under the Infrastructure Contributions Plan. For clarity, a Credit does not apply to or in respect of any Land Equalisation Amount required to be paid under the Infrastructure Contributions Plan.

**Current Address** means:

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

**Current Email** means:

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

**Defect** means any defect, fault, shrinkage or omission in the Infrastructure Project or any other aspect of the Infrastructure Project which is not in accordance with this Agreement or the Approved Plans.

**Defects Liability Period** means the period specified in Schedule 4, commencing on the date specified in the Certificate of Practical Completion for an Infrastructure Project as the date on which the Infrastructure Project reached Practical Completion.

**Designs** means the functional layout plan, detailed design and engineering plans and associated landscape plans and specifications of an Infrastructure Project.

**Development Agency** has the meaning given to that term in the Infrastructure Contributions Plan and the Act.

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

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

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

**Indexation** means an annual adjustment to an amount, applied as of 1<sup>st</sup> of July each year, using the indexation method set out in the Ministerial Direction.

**Infrastructure Contribution** means:

- (a) the Land Equalisation Amount (if any);
- (b) the Monetary Component; and



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- (c) an amount representing the difference between the Monetary Component as at the date of this Agreement and the Monetary Component as at the date that the Monetary Component is varied upwards by an amendment to the Infrastructure Contributions Plan introduced within 3 years after the date of this Agreement in respect of any part of the Subject Land.

**Infrastructure Contributions Plan or ICP** means the Infrastructure Contributions Plan referred to in Schedule 1, being an incorporated document in the Planning Scheme.

**Infrastructure Project** means a Community Infrastructure Project, a Transport Infrastructure Project or a Recreation Infrastructure Project as the case may be, under this Agreement.

**Inherent GAIC Liability** means the current or future liability of the Subject Land for GAIC whether it has been triggered or not, upon the happening of a GAIC event as defined or described in the Act and whether before, at or after the vesting or transfer of the land in or to Council.

**Land Budget Property Number** means the property number for the Subject Land as set out in the Infrastructure Contributions Plan.

**Land Credit Amount** has the meaning given by section 46GA of the Act.

**Land Equalisation Amount** has the meaning given by section 46GA of the Act.

**Inner Public Purpose Land** has the meaning given by section 46GA of the Act and in this Agreement more specifically means the various land parcels or areas which are described in Schedule 6.

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

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

**Ministerial Direction** means the Ministerial Direction on the Preparation and Content of Infrastructure Contributions Plans made on 1 July 2018.

**Monetary Component** has the meaning given by section 46GD of the Act.

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

**Party or Parties** means the parties to this Agreement.

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

**Planning Permit** means the planning permit referred to in Schedule 3, as amended from time to time and includes the Endorsed Plans.



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

**Practical Completion** means correspondence issued by Council (acting reasonably), in accordance with the provisions of clause 9.3 when:

- (a) that stage of an Infrastructure Project are complete except for minor omissions and minor defects:
  - (i) which do not prevent the relevant Infrastructure Project from being reasonably capable of being occupied and used for their intended purpose;
  - (ii) which the Council determines the Owner has reasonable grounds for not promptly rectifying; and
  - (iii) the existence and rectification of which will not prejudice or adversely affect the convenient use of the relevant Infrastructure Project;
- (b) documents and other information required under the relevant construction contract to be supplied by the relevant contractor (including any warranties or deeds of novation) have been supplied to Council;
- (c) Council has been provided with all relevant operation and maintenance manuals for any items of the plant and equipment incorporated in the relevant Infrastructure Project and all as-built drawings;
- (d) those tests which are required by the relevant construction contract to be carried out and passed before the relevant Infrastructure Project reaches practical completion under such contract have been carried out and passed; and
- (e) in the case of a Community Infrastructure Project and a Recreation Infrastructure Project, the Owner has provided Council with a copy of the certificate of practical completion under the relevant construction contract for the relevant Community Infrastructure Project and the Recreation Infrastructure Project.

**Precinct 2** means the area designated as such in the Planning Permit.

**Precinct Structure Plan** means the precinct structure plan specified in Schedule 1.

**Project Control Group** means a group comprised of the Owner or a representative of the Owner and representative of Council established in accordance with clause 6.3.

**Provision Trigger** means the milestone or provision trigger set out in the relevant columns of Schedule 6, Schedule 8, Schedule 9 or Schedule 10 as the case may be.

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

**Recreation Infrastructure Project** means an Infrastructure Project identified in Schedule 10.

**Schedule** means a schedule to this Agreement.

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



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

**Subject Land** means all of the land described in Schedule 2 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

**Transport Infrastructure Project** means an Infrastructure Project identified in Schedule 8.

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## 2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1.1 the singular includes the plural and vice versa;
- 2.1.2 a reference to a gender includes all genders;
- 2.1.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.1.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.1.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.1.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.1.7 the Background forms part of this Agreement;
- 2.1.8 a reference to Council means a reference to Council in its capacity as Collecting Agency and Development Agency unless otherwise specified;
- 2.1.9 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.1.10 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

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## 3. Purpose and reasons for Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land by

- 3.1.1 recording the terms and conditions on which Council agrees to the Owner providing each Infrastructure Project;
- 3.1.2 identifying the Credits to be made available to the Owner against its liability to pay the Monetary Component of the Infrastructure Contribution; and



3.1.3 identifying milestones for the provision of Inner Public Purpose Land.

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#### **4. Agreement required**

##### **4.1 Termination**

The Parties agree that this Agreement will terminate on the date which is the later of when:

- 4.1.1 the Owner has paid all Infrastructure Contributions payable for the Subject Land; and
- 4.1.2 Practical Completion has occurred for all relevant Infrastructure Projects undertaken by the Owner.

##### **4.2 Registration**

Despite any other provision of this Agreement, on completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

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#### **5. Payment of Infrastructure Contribution**

The Parties agree that:

- 5.1.1 subject to this Agreement, the Owner is required to pay and or provide as the case may be the Infrastructure Contribution on a stage by stage basis;
- 5.1.2 the Owner is not required to pay the Monetary Component of the Infrastructure Contribution on a stage-by-stage basis if, and to the extent that, there is a Credit available to the Owner;
- 5.1.3 notwithstanding any other provision of this Agreement, if Council becomes liable to pay money to the Owner by operation of this Agreement such liability must be paid by Council to the Owner; and
- 5.1.4 any proportion of the Monetary Component of the Infrastructure Contribution which is not offset by an entitlement to a Credit must be paid to Council prior to the issue of the Statement of Compliance for subdivision of the Subject Land as a result of which the obligation to pay the Monetary Component of the Infrastructure Contribution arises or at such other time as is specified in this Agreement

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#### **6. Infrastructure Projects as Works in kind**

##### **6.1 Provision of Infrastructure Project(s)**

The Owner must deliver or procure the delivery of each:

- 6.1.1 Transport Infrastructure Project
- 6.1.2 Community Infrastructure Project; and

6.1.3 Recreation Infrastructure Project -

as may be specified in Schedule 8, Schedule 9 and Schedule 10 as the case may be in accordance with the provisions set out in Schedule 8, Schedule 9 and Schedule 10 as the case may be:

6.1.4 in accordance with the Approved Plans; and

6.1.5 so that Practical Completion is achieved prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 6.2.1.

6.2 Time for completion of Infrastructure Projects

6.2.1 The Owner agrees that the provision of an Infrastructure Project under this Agreement is deemed to be public works for the purposes of section 21(1) of the *Subdivision Act 1988*.

6.2.2 The Owner agrees that if the Owner does not reach Practical Completion of an Infrastructure Project by the relevant Provision Trigger for that Infrastructure Project, Council may:

- (a) in its capacity as the Collecting Agency, in writing, extend the timeframe; or
- (b) in its capacity as the council, refuse to issue any Statement of Compliance under the *Subdivision Act 1988* in respect of the development of the Subject Land until the Infrastructure Project reaches Practical Completion.

6.3 Extension of time

6.3.1 If the Owner becomes aware of anything which will, or is likely to cause, delay to the achievement of Practical Completion of the relevant Infrastructure Project, the Owner must give Council written notice of the cause and the estimated delay.

6.3.2 Provided the Owner complies with clause 6.3.1 the Owner is entitled to, and must be granted, an extension of time for delivery of the relevant Infrastructure Works and the Provision Trigger, if the delay is caused by:

- (a) any act, default or omission of Council;
- (b) any variation requested by Council;
- (c) an Authority gives a direction to suspend the relevant Infrastructure Project;
- (d) an event of force majeure;
- (e) latent conditions; or
- (f) any other delay under this Agreement that expressly entitles the Owner to an extension of time.

6.4 Project Control Group

The Parties agree that if requested by Council in writing at a time after the commencement of this Agreement, then, prior to the commencement of any works associated with the provision of an Infrastructure Project, a Project Control Group must:



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- 6.4.1 be established jointly by the Parties to discuss the Construction Program associated with any Infrastructure Project and the general progress of each Infrastructure Project;
- 6.4.2 include equal representation from Council and the Owner or the Owner's representatives;
- 6.4.3 be chaired by a representative of Council; and
- 6.4.4 hold meetings at intervals to the satisfaction of Council.

#### 6.5 **Obligation to complete Infrastructure Projects once commenced**

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

#### 6.6 **Infrastructure Project Value**

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

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### 7. **Design of Infrastructure Projects**

#### 7.1 **The Owner agrees that:**

- 7.1.1 the Owner must in accordance with any other provision of this Agreement, at the full cost of the Owner, prepare the Designs of each Infrastructure Project and submit the Designs to Council for approval; and
- 7.1.2 the Owner must obtain all necessary permits and approvals for the Infrastructure Project.

#### 7.2 **Approval of Designs**

- 7.2.1 The Owner must:
  - (a) upon finalisation of a functional layout plan for each Infrastructure Project; and
  - (b) upon finalisation of the detailed design for each Infrastructure Project, prepare and submit to Council for approval the plans and specifications for the construction of the relevant Infrastructure Project.
- 7.2.2 The Owner must ensure that all Designs for the construction of any Infrastructure Project are prepared:
  - (a) with due care and skill;
  - (b) in accordance with the functional layout plan with respect to the detailed design;
  - (c) in accordance with any relevant Acts, ordinances, regulations, by-laws, orders, affecting the design or construction of the Infrastructure Project; and



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- (d) so that, if the works are designed, constructed in accordance with the Designs, plans and specifications, the Infrastructure Project will be fit for its intended purpose.
- 7.2.3 The Owner must consult with Council and consider Council's comments and requirements with respect to proposed Designs, including arranging regular design review meetings of the Project Control Group attended by representatives of the Owner, Council and any design consultants engaged by the Owner, as may reasonably be required by the Council, to provide a forum for Council to:
  - (a) discuss and raise queries with respect to any proposed Designs, plans or specifications; and
  - (b) propose amendments to any proposed Designs, plans or specifications and provide reasons.
- 7.2.4 Within 20 Business Days of submission under clause 6.2.1 Council will give notice to the Owner as to whether the Designs are:
  - (a) approved by Council, in which case the plans and specifications will be the Approved Plans; or
  - (b) subject to clause 7.2.5, not approved by Council and, if so, provide reasons and details of any proposed amendments requested by Council.
- 7.2.5 Council may only refuse to approve the plans and specifications where
  - the plans and specifications do not comply with the requirements of the Infrastructure Contributions Plan and this Agreement.
- 7.2.6 Subject to clause 7.2.5, if Council provides any comments on the plans and specifications under clause 7.2.4, the Owner must take account of those comments to the extent it is reasonable to do so and re-submit the plans and specifications to Council for approval in which case
  - the process set out in clause 7.2.4 and clause 7.2.5 will apply until such time as the plans and specifications are approved by Council or are deemed approved pursuant to clause 7.2.7.
- 7.2.7 If Council does not give a notice in accordance with and by the time prescribed in clause 7.2.4, the plans and specifications will be deemed to be the Approved Plans.
- 7.2.8 Council's approval of the Designs will be reflected in a set of plans and specifications endorsed by Council as the Approved Plans.
- 7.2.9 Where a dispute arises between Council and the Owner as to the compliance, suitability or desirability of any part of a proposed Design, either party may give written notice to the other requiring a meeting of senior executives for the purpose of resolving the dispute. The meeting of senior executives must be:
  - (a) convened within 5 Business Days after delivery of the written notice, or such other period as the parties may agree in writing;
  - (b) attended by senior officers of each party with authority to resolve the dispute on behalf of the relevant party; and



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- (c) attended by the parties in good faith and with a view to resolving the dispute

### 7.3 Variation of Approved Plans or an Infrastructure Project

7.3.1 Council may at any time before the issue of the Certificate of Practical Completion, notify the Owner in writing of a proposed variation to the Approved Plans of an Infrastructure Project, provided however that a proposed variation must not be requested by Council unless the proposed variation:

- (a) are reasonably capable of being delivered by the Owner within the Agreed Infrastructure Project Value; and
- (b) are reasonably capable of being delivered by the Owner by the relevant Provision Trigger;
- (c) do not require any major re-design to be undertaken; and
- (d) are within the general scope of the Infrastructure Contributions Plan and the Agreement.

7.3.2 If Council proposes a variation under clause 7.3.1, then Council must promptly give the Owner all relevant information that is reasonably required for the Owner to fully consider the proposal.

7.3.3 If Council notifies the Owner of a proposed variation under clause 7.3.1, then within 15 Business Days (or such longer period as is agreed by Council, acting reasonably having regard to the nature and complexity of the variation) after that notification the Owner must notify Council in writing of:

- (a) the estimated additional costs of the proposed variation, including:
  - (i) any re-design costs;
  - (ii) the costs of assessing and implementing the proposed variation; and
  - (iii) any delay costs payable to the contractor under the relevant construction contract;
- (b) any delays if the variation proceeds;
- (c) additional approvals, or amendments to existing approvals, that will be required for the proposed variation;
- (d) whether the proposed variation would cause the Owner to breach a contract with a third party; and
- (e) whether the proposed variation will prevent an Infrastructure Project from complying with the requirements of this Agreement.

7.3.4 Within 10 Business Days of receipt of the notice from the Owner pursuant to clause 7.3.3, Council may direct the Owner to carry out the proposed variation.

7.3.5 Subject to clause 7.3.6, the Owner must carry out any variation directed by Council pursuant to clause 7.3.4.

7.3.6 The Owner may refuse a proposed variation if the Owner demonstrates that the variation:



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- (a) would delay the progress of critical path activities for the work for the relevant Infrastructure Project and Council refuses to grant an extension of time under clause 6.2.2 for the duration of the delay; or
- (b) would prevent the Owner from complying with this Agreement.

7.3.7 Subject to clause 7.3.8, if carrying out a variation directed by Council pursuant to clause 7.3.4 causes the Owner to incur, acting reasonably, more costs than would otherwise have been the case had the variation not been directed, the Council must pay to the Owner, within 14 days of a written request to do so, those actual additional costs reasonably incurred by the Owner by reason of carrying out any variation directed by Council pursuant to clause 7.3.4, including any delay costs payable to a contractor pursuant to the relevant construction contract for the Infrastructure Project,

7.3.8 At the time of making a request for payment pursuant to clause 7.3.7, the Owner must provide evidence to the reasonable satisfaction of Council of the costs incurred and claimed from Council.

### 7.4 Tender documentation for an Infrastructure Project

7.4.1 The Owner must ensure that any invitation to tender for the construction of an Infrastructure Project, and any contract awarded for the construction of part or all of an Infrastructure Project, contains the Approved Plans.

### 7.5 Warranties

7.5.1 Prior to the Owner inviting tenders for design or construction contracts in connection with Infrastructure Projects, Council may, in its absolute discretion, notify the Owner in writing that it requires one or more of the consultants, contractors or suppliers undertaking design or construction in connection with Infrastructure Projects to provide written warranties in respect of their work, goods or services.

7.5.2 The Owner must use all reasonable endeavours to ensure it obtains any such warranties and provide the warranties to Council upon completion of the work.

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## 8. Construction of Infrastructure Projects

### 8.1 Construction Program

Prior to commencing construction of any Infrastructure Project, the Owner will provide Council with a copy of the Construction Program for the relevant Infrastructure Project.

### 8.2 General

The Owner agrees that subject to clause 7.3 in providing the Infrastructure Projects:

8.2.1 the Owner is responsible for all design and construction risks in relation to the provision of the Infrastructure Project; and

8.2.2 Council is not responsible for any costs incurred by the Owner beyond the Agreed Infrastructure Project Value except to the extent that any costs incurred by the Owner beyond the Agreed Infrastructure Project Value are caused or contributed to by Council through any change to the scope or design of the Infrastructure Project.



### 8.3 Standard of work

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

- 8.3.1 be consistent with the Approved Plans;
- 8.3.2 be fit and structurally sound and suitable for its intended use;
- 8.3.3 not encroach upon any land other than the land shown in the Approved Plans; and
- 8.3.4 comply with all and applicable Acts, ordinances, regulations, by-laws and orders affecting the carrying out of the work.

### 8.4 Access to other land for provision of an Infrastructure Project

- 8.4.1 Before accessing land owned by Council for the purpose of constructing an Infrastructure Project or undertaking any maintenance or repair of defects in respect of the Infrastructure Project, the Owner must obtain the consent of the Council (which must not be unreasonably withheld or delayed).
- 8.4.2 As between Council and the Owner, the Owner is responsible for putting in place all proper occupational health and safety plans as may be required under any law of the State of Victoria for that purpose, and otherwise complying with all laws of the State of Victoria relating to health and safety.

### 8.5 Inspections

The Owner must provide reasonable access to representatives of Council to attend and inspect any Infrastructure Project during construction, in order to be satisfied that the work is in accordance with the Approved Plans. In undertaking any inspection, Council must ensure that its representatives comply with all reasonable requirements of the Owner or its contractors and consultants with respect to health and safety.

### 8.6 Landscaping obligations

Where an Infrastructure Project includes landscaping, the Owner must:

- 8.6.1 not less than 7 days prior to commencing notify any street tree planting and landscaping:
  - (a) notify Council in writing so that surveillance of the works can be undertaken;
  - (b) provide written advice to Council from a suitably qualified and experienced arborist confirming that any tree stock to be installed has been inspected and is healthy, free of root girdling, fit for purpose and meets all standards and benchmarks contained within AS2303:2018 – Tree Stock for Landscape Use;
- 8.6.2 complete the landscaping works to the reasonable satisfaction of Council within 3 months after the commencement of the landscaping works or by such later date as is approved by Council in writing; and
- 8.6.3 upon completion of the landscaping works, notify Council in writing.

## 9. Certificate of Practical Completion

### 9.1 Notice, inspection and rectification

- 9.1.1 Not less than 14 days prior to the date on which the Owner expects to achieve Practical Completion of an Infrastructure Project, the Owner must notify Council in writing and request an inspection of the Infrastructure Project.
- 9.1.2 Council must cooperate with the Owner to facilitate an inspection of the Infrastructure Project within 5 days after receiving the notice referred to in clause 9.1.1.
- 9.1.3 If, during the inspection, Council identifies any part of the Infrastructure Project that prevents Practical Completion from being achieved, it must, within 3 days of the inspection, provide written notice to the Owner, including a detailed description of the items which Council considers requires rectification or completion to enable Practical Completion to be achieved.

### 9.2 Certificate of Practical Completion

- 9.2.1 Council must issue a Certificate of Practical Completion under clause 9.3 for the relevant Infrastructure Project when the relevant Infrastructure Project, or any stage of it as specified in this Agreement or as otherwise agreed with Council, has reached Practical Completion.
- 9.2.2 In making any determination as to whether an Infrastructure Project has achieved Practical Completion, Council may seek technical advice from a third party.

### 9.3 Procedure for Certificate of Practical Completion

The Parties agree that:

- 9.3.1 upon the completion of a relevant Infrastructure Project, the Owner must notify Council and any other relevant authority and provide to Council draft as-built plans and drawings (with final versions to be provided within 3 months after Practical Completion) and warranties required by clause 7.5 in connection with the Infrastructure Project;
- 9.3.2 within 7 days] of receiving notice of the completion of an Infrastructure Project from the Owner under clause 9.3.1, Council must:
  - (a) inspect the Infrastructure Project; and
  - (b) acting reasonably, either:
    - (i) where Council considers that Practical Completion has been reached, issue a Certificate of Practical Completion; or
    - (ii) notify the Owner that Council considers that Practical Completion has not been reached and why, including a detailed description of any work Council considers is necessary to achieve Practical Completion (**Rejection Notice**).



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- 9.3.3 If Council issues a Rejection Notice, the Owner must then:
- (a) undertake any further works it considers are required to achieve Practical Completion; and
  - (b) notify Council when it has completed such works.
- 9.3.4 Council must then:
- (a) attend an inspection of the Works, jointly with the Owner, within 7 days of receiving notice from the Owner under clause 9.3.3(b); and
  - (b) within 7 days of that joint inspection either issue a certificate of Practical Completion or a Rejection Notice.
- 9.3.5 If Council issues a Rejection Notice under clause 9.3.4(b), the parties must arrange a meeting of senior executives for the purpose of determining what works (if any) are required to achieve Practical Completion and otherwise resolving the dispute. The meeting of senior executives must be:
- (a) convened within 5 Business Days after delivery of the Rejection Notice, or such other period as the parties may agree in writing;
  - (b) attended by senior officers of each party with authority to resolve the dispute on behalf of the relevant party; and
  - (c) attended by the parties in good faith and with a view to resolving the dispute.
- 9.3.6 If the dispute is not resolved by negotiation within 10 Business Days of the meeting of senior executives in accordance with clause 9.3.5, an Independent Certifier will be appointed to provide advice on whether the Works have been completed in accordance with the following:
- (a) either party may instruct the Independent Certifier to prepare a report detailing the works it considers are required to reach Practical Completion (**PC Report**);
  - (b) the Independent Certifier must:
    - (i) prepare that PC Report as soon as practicable and be instructed on terms that require 14 day completion;
    - (ii) first issue the PC Report in draft for comment of the parties within 7 days of issue; and
    - (iii) then issue the final PC Report.
- 9.3.7 the Owner must then undertake the works specified in the PC Report that the Independent Certifier considers are required to achieve Practical Completion;
- 9.3.8 when the Owner considers that it has completed such works, it must notify Council and the Independent Certifier, and the Independent Certifier must inspect the works within 7 days after receipt of such notice;



9.3.9 within 7 days of such inspection, the Independent Certifier must either issue a notice confirming that Practical Completion has occurred, or issue a notice confirming that is not satisfied that the Works have been completed with details of the further works that are required to achieve Practical Completion; and

9.3.10 the Owner must then repeat the process under clauses 9.3.7 to 9.3.8 until Practical Completion has occurred.

**9.4 Issue of Certificate of Practical Completion**

If works are completed in accordance with clause 9.2 and confirmed to be completed by the Independent Certifier, then Council must issue a Certificate of Practical Completion within 3 Business Days of that confirmation.

**9.5 Costs of certifier**

The Parties agree that the costs of any Independent Certifier will be borne solely by the Owner.

**9.6 Minor non compliance**

Despite any other provision in this Agreement, Council may, notwithstanding a minor non-compliance determine to issue a Certificate of Practical Completion if Council as Collecting Agency is satisfied that the proper construction of the relevant Infrastructure Project can be secured or otherwise guaranteed to its satisfaction.

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**10. Risk**

**10.1 Care of the Infrastructure Project**

Until a Certification of Practical Completion is issued in respect of an Infrastructure Project, responsibility for care of the Infrastructure Project will vest in the Owner.

**10.2 Insurance**

10.2.1 The Owner will procure (or procure that a consultant or construction contractor on its behalf) any necessary insurances to cover the risks of undertaking each Infrastructure Project, including professional indemnity insurance where an Infrastructure Project involves design and otherwise public liability and contract works insurance and must provide evidence of those insurances to Council promptly upon request.

10.2.2 The Owner must ensure that Council's interests are insured under any such public liability or construction works insurance held or obtained by the Owner or any of its agents or consultants with respect to an Infrastructure Project.

**10.3 Defects Liability Period**

10.3.1 Upon the issue of a Certificate of Practical Completion, an Infrastructure Project is subject to a Defects Liability Period.

10.3.2 The Owner must, during the Defects Liability Period, rectify all defects in each Infrastructure Project within a reasonable time of being notified by Council and the Owner must carry out those rectification works causing as little inconvenience to the occupants or users of each Infrastructure Project as is reasonably possible.

For the avoidance of doubt, the Owner is responsible for all costs associated with the rectification of a defect in an Infrastructure Project. A further Defects Liability Period of a period not longer than the duration of the original Defects Liability Period applies to all defects, commencing on the date of completion of rectification.

- 10.3.3 If the Owner fails to rectify defects in accordance with clause 10.3.2, or the Infrastructure Project has not otherwise been completed in accordance with approved Designs, Council may, after giving 10 Business Days' notice to the Owner, have the rectification work carried out itself and the reasonable costs incurred by Council in so doing will be a debt due and payable by the Owner.

#### 10.4 Maintenance Period

- 10.4.1 Where specified in Schedule 4, a Maintenance Period will apply in respect of the items and for the period specified in Schedule 4.
- 10.4.2 During any Maintenance Period, the Owner must, at its cost, undertake the maintenance obligations specified in Schedule 4.
- 10.4.3 Other than as required by this clause 10.4, Council will be responsible for all maintenance of the Infrastructure Project.

#### 10.5 Bank Guarantee

The Owner agrees that:

- 10.5.1 the Owner must provide Council with a Bank Guarantee equal to 5% of the value of the contract sum under the construction contract for the relevant Infrastructure Project;
- 10.5.2 if the Owner fails to comply with its obligations under clauses 10.3 or 10.4 in respect of the relevant Infrastructure Project for which the Bank Guarantee was provided within 30 days of being given written notice by Council of that failure, Council may discharge those obligations and the costs reasonably and necessarily incurred in so doing will be a debt due from the Owner to Council;
- 10.5.3 if the Owner fails to pay a debt due in accordance with clause 10.5.2 within 10 Business Days of being given a written demand by Council to do so (such demand being accompanied by evidence of those costs), then Council may, at its absolute discretion, have recourse to the Bank Guarantee to recover those costs; and
- 10.5.4 the Bank Guarantee (or the remaining proceeds of the Bank Guarantee if recourse has been had pursuant to clause 10.5.3) will be returned to the Owner within 10 Business Days after the expiry of the Maintenance Period or the last Defects Liability Period for the relevant Infrastructure Project, whichever occurs last.

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### 11. Inner Public Purpose Land

#### 11.1 Timing of Provision of Inner Public Purpose Land

The Parties agree that each parcel of Inner Public Purpose Land will be provided to Council at or before the Provision Triggers set out in Schedule 6.

#### 11.2 Method of Provision of Inner Public Purpose Land

The Owner agree that each parcel of Inner Public Purpose Land will be provided to Council in accordance with section 46GV(5) of the Act and for the purposes of section 46GV (6) the



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plan referred to in section 46GV(5) must be lodged for registration under section 22 of the *Subdivision Act 1988* within the time specified as the Provision Trigger in Schedule 6 to this Agreement.

### 11.3 Access to Inner Public Purpose Land

Where under the Infrastructure Contributions Plan an Owner is required to provide any Inner Public Purposes Land to Council or any other authority, the Owner must provide reasonable access to that land, at no cost, to Council or any other relevant authority for the purpose of undertaking any surveys, testing, sampling or any other assessment that is reasonable related to the provision of infrastructure for which the Inner Public Purpose Land is intended.

### 11.4 Environmental Assessment regarding Inner Public Purpose Land

The Owner covenants and agrees that prior to providing the Inner Public Purposes Land to or in Council, if the Owner has not already done so in response to a condition in or as a requirement of a Planning Permit, the Owner must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and unequivocally states that the Inner Public Purposes Land is suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

### 11.5 Payment of Land Credit Amount

The Owner agrees that where under the Infrastructure Contributions Plan an Owner is entitled to a Land Credit Amount in respect of a land parcel as specified in the Infrastructure Contributions Plan and that land parcel forms part of the Subject Land under this Agreement, the Land Credit Amount will be paid to the Owner in accordance with and at the time specified in Schedule 7 of this Agreement.

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## 12. Credit and processing of credits

### 12.1 Credit

The Parties agree that:

- 12.1.1 the Owner will be entitled to a Credit equal to the Agreed Infrastructure Project Value from the commencement of this Agreement;
- 12.1.2 the Owner will not be required to pay the Monetary Component of the Infrastructure Contribution in cash until the Credit has been exhausted, determined as set out in clause 11.1.3;
- 12.1.3 prior to the issue of a Statement of Compliance by Council for a Stage, Council must:
  - (a) calculate the Monetary Contribution of the Infrastructure Contribution payable for such Stage(s) as at that date; and
  - (b) deduct the amount calculated under clause (a) from the Credit until the Credit has been exhausted; and
- 12.1.4 when the amount of the Infrastructure Contribution payable in relation to a Stage exceeds the amount of the Credit remaining:
  - (a) in relation to that Stage, the Owner must pay in cash an amount equal to the amount of the Infrastructure Contribution payable in relation to that



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Stage that exceeds the amount of Credit remaining prior to the issue of a Statement of Compliance; and

- (b) in relation to subsequent Stages, the Owner must pay the Infrastructure Contribution in cash prior to the issue of a Statement of Compliance.

## 12.2 Exhaustion of Credit

When the amount of the Monetary Component of an Infrastructure Contribution payable in relation to a Stage exceeds the amount of the Credit remaining:

- 12.2.1 the Owner must pay in cash an amount equal to the amount of the Monetary Component of the Infrastructure Contribution payable in relation to that Stage that exceeds the amount of the Credit remaining prior to the issue of a Statement of Compliance; and
- 12.2.2 in relation to subsequent Stages, the Owner must pay the Monetary Component of the Infrastructure Contribution in cash prior to the issue of a Statement of Compliance for each Stage or as otherwise agreed by Council.

## 12.3 Rollover of Credit and Equalisation Payment

The Parties agree that, if the Owner is entitled to a Credit the Parties agree:

- 12.3.1 Council must, apply such Credit towards the Monetary Component of any Infrastructure Contribution for any other parcel of land which is owned or controlled by the Owner and covered by the Infrastructure Contributions Plan; and
- 12.3.2 if a Credit is to be applied to any other land parcel under clause 12.2.1, the Parties agree to use their best endeavours to amend this Agreement or enter into a new agreement containing substantially the same terms as appropriate as this Agreement, save that it:
  - (a) applies to the certificate of title of that other land; and
  - (b) reflects the Infrastructure Projects that remain to be completed by the Owner.

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## 13. Localised Infrastructure

The Parties acknowledge that:

- 13.1.1 this Agreement is intended to relate only to the infrastructure that is funded by the Infrastructure Contributions Plan and not Localised Infrastructure; and
- 13.1.2 compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

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**14. Further obligations of the Parties**

**14.1 Transaction costs**

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

**14.2 Notice and registration**

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

**14.3 Further actions**

The Owner:

14.3.1 must do all things necessary to give effect to this Agreement;

14.3.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act; and

14.3.3 agrees to do all things necessary to enable Council to do so, including:

- (a) sign any further agreement, acknowledgment or document; and
- (b) obtain all necessary consents to enable the recording to be made.

**14.4 Council's costs to be paid**

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

14.4.1 drafting, finalising, signing, recording and enforcing this Agreement;

14.4.2 drafting, finalising and recording any amendment to this Agreement; and

14.4.3 drafting, finalising and recording any document to give effect to the ending of this Agreement.

**14.5 Interest for overdue money**

The Owner and Council must pay interest at the same rate used under section 227A of the *Local Government Act* 1989 on any amount due under this Agreement that is not paid by the due date.

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**15. Agreement under section 173 of the Act**

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



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**16. Owner's warranties**

- 16.1 The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.
- 16.2 The Owner warrants that:
- 16.2.1 the Inner Public Purpose Land is free of contamination of any kind which would make the Inner Public Purpose Land unsuitable for its intended purpose as set out in the Precinct Structure Plan; and
  - 16.2.2 the Inner Public Purpose Land is in an environmental condition such as to be suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

---

**17. Successors in title**

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

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

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**18. General matters**

**18.1 Notices**

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

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

**18.2 No waiver**

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

**18.3 Severability**

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



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**18.4 No fettering of Council's powers**

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

**18.5 Inspection of documents**

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

**18.6 Governing law**

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

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**19. GAIC**

19.1 The Owner acknowledges and agrees that apart from the Inner Public Purpose Land specified in Schedule 5, all Inner Public Purpose Land provided to Council must have the Inherent GAIC Liability discharged prior to it being provided to Council and to the extent it is not, the Owner remains liable to Council for any GAIC liability subsequently incurred by Council as a result of its development.

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

19.3 The Owner must provide a certificate of release under section 201SY of the Act confirming the release of the Inner Public Purpose Land referred to in clause 19.1 from its Inherent GAIC Liability.

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**20. Foreign resident capital gains withholding**

**20.1 Definitions**

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

**12.5%** means 12.5% or any other amount set out in the Tax Act from time to time as the withholding amount.

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

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

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

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

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



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

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

### 20.2 Foreign resident status of Owner

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

### 20.3 Excluded transaction

20.3.1 Clause 20.5 does not apply if:

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

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

### 20.4 Variation notice

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

### 20.5 Withholding

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

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

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

(the **withholding amount**).

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

- (a) a cash payment equal to 12.5% of the Consideration (or such other amount as required by Council); or

- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 20.4 -

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

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

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

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

## 20.6 Council to remit withholding amount

20.6.1 Council agrees to:

- (a) pay the withholding amount or amounts determined under clause 20.5 to the Reserve Bank of Australia (on behalf of the Australian Taxation Office) by electronic funds transfer immediately after the earlier of:
  - (i) Council receiving a transfer of land in respect of the Land Project in registrable form; or
  - (ii) the registration of a plan of subdivision which vests the Land Project in Council's ownership;
- (b) provide the Owner with a copy of the purchaser payment notification form submitted by Council to the Australian Taxation Office; and
- (c) provide the Owner with a copy of any receipt of payment or proof of payment of the withholding amount issued by the Australian Taxation Office to Council.

## 20.7 Consideration adjusted after withholding

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

## 20.8 Owner to co-operate

20.8.1 The Owner must:

- (a) not procure the registration of a plan of subdivision which vests a Land Project in Council's ownership unless:
  - (i) a Clearance Certificate has been provided to Council; or
  - (ii) the Owner and Council have agreed upon the amount to be withheld by and/or remitted by Council to the Australian Taxation Office in accordance with clause 20.5;



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- (b) provide Council with 20 Business Days prior written notice of the lodgement of a plan of subdivision at Land Use Victoria which will have the effect of vesting any land in Council's ownership; and
- (c) notify Council immediately on the date on which a plan of subdivision registers which vests land in Council's ownership.

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

### 20.9 Owner's warranty

The Owner warrants that the information provided to Council under this clause 20 is true and correct.

### 20.10 Indemnity

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

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## 21. GST

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

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## 22. Commencement of Agreement

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

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## 23. Amendment of Agreement

- 23.1 This Agreement may be amended in accordance with the Act.
- 23.2 This Agreement may also be amended by a further agreement between Council and any person who is burdened by any of the covenants in this Agreement.



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- 23.3 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

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### 24. Ending of Agreement

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



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## Schedule 1 Infrastructure Contributions Plan and Precinct Structure Plan

Donnybrook Woodstock Infrastructure Contributions Plan as incorporated in the Planning Scheme.

Donnybrook Woodstock Precinct Structure Plan as incorporated in the Planning Scheme.

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**Schedule 2 Subject Land**

Address	Land (Volume and Folio)	Land Budget Property Number	Planning Permit Ref.
180A Olivine Boulevard, Donnybrook VIC 3064	Volume 12305 Folio 175	20	717158
180X Olivine Boulevard, Donnybrook VIC 3064	Volume 12305 Folio 176	20	717158

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## Schedule 3 Planning Permit

Planning Permit Number 717158 issued on 16 November 2018, amended 8 April 2020

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## Schedule 4 Maintenance Period

### Maintenance Period

Infrastructure Type	Maintenance Period	Defects Liability Period
Soft Landscaping	As per Planning Permit	N/A
Transport Infrastructure Project	3 months (in addition to any maintenance period required by the relevant authority)	N/A
Community Infrastructure Project	N/A	N/A
Recreation Infrastructure Project	N/A	N/A

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## Schedule 5 GAIC

Table referred to in clause 19.1

Project Number/Description in ICP	Description of the Inner Public Purpose Land Space Land and intended public purpose	Size of the area involved
NIL	NIL	NIL

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## Schedule 6 Milestones

### Milestones for provision of Inner Public Purpose Land

Project Number/Description in ICP of Inner Public Purpose Land parcel	Provision Trigger/time for provision of Inner Public Purpose Land
CI-02 (Patterson Drive Community Facility) – Acquisition of land for a community facility (level 2 multipurpose facility at LTC-1).	Concurrently with or before the issue of a Statement of Compliance for Stage 11A.
LP-49 (Local Park) – Acquisition of land for a public open space.	Concurrently with or before the issue of a Statement of Compliance for Stage 12.
LP-14 ( Local Park) - Acquisition of land for a public open space.	Concurrently with or before the issue of a Statement of Compliance for Stage 14 (northern leg) and 19 (southern leg).
LP-13 (Local Park) - Acquisition of land for a public open space.	Concurrently with or before the issue of a Statement of Compliance for Stage 20.
IN-03 – Land owned by the Owner and identified in the Precinct Structure Plan land budget for transport infrastructure provision for the construction of the Donnybrook Road & Patterson Drive ultimate intersection alignment.	In accordance with timing stated in Condition 36 of Planning Permit 717158.
IN-06 – Land owned by the Owner and identified in the Precinct Structure Plan land budget for transport infrastructure provision for the construction of the Patterson Drive & Hayes Hill Boulevard intersection with an ultimate 4 way intersection treatment.	In accordance with the timing stated in Condition 36 of Planning Permit 717158
RD-03 – Land owned by the Owner and identified in the Precinct Structure Plan land budget for transport infrastructure provision for the construction of Patterson Drive Arterial Road ( Donnybrook Road to Hayes Hill Boulevard) - road widening of existing road reservation to create 34m wide ultimate road reservation.	In accordance with the timing stated in Condition 36 of Planning Permit 717158



**Milestones for an Infrastructure Project**

Infrastructure Project	Milestone
IN-03 Intersection: Donnybrook Road & Patterson Drive Construction of a primary arterial to secondary arterial road 3-way intersection (interim treatment).	In accordance with timing stated in Condition 36 of Planning Permit 717158.
IN-06 Intersection: Hayes Hill Blvd & Patterson Drive Construction of a secondary arterial to boulevard connector road pre-interim (right in and left out) intersection.	In accordance with timing stated in Condition 36 of Planning Permit 717158.
PED-01: Signalised Pedestrian Crossing: Crossing Paterson Drive between Donnybrook Road and Hayes Hill Boulevard associated with the key local access street connecting Donnybrook Station to the Non Gov't. P-12 school campus and SR-02.	In accordance with timing stated in Condition 36 of Planning Permit 717158.
RD03 Patterson Drive (Donnybrook Road to Hayes Hill Blvd) - Construction of a secondary arterial road (2 lane carriageway) excluding intersections (interim treatment).	In accordance with timing stated in Condition 36 of Planning Permit 717158.

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## Schedule 7 Public Land - Land Credit Amount and Land Equalisation Amounts

Agreed Land Credit Amount and Agreed Land Equalisation Amount in respect of Inner Public Purpose Land

Project Number/Description in ICP of Inner Public Purpose Land parcel	Agreed Land Credit Amount	Agreed Land Equalisation Amount	Timing for payment of Land Credit Amount
CI-02 – Community Centre in Precinct 2	N/A	N/A	Refer to timing below.
LP-49 – Local Park in Precinct 2	N/A	N/A	Refer to timing below.
LP-14 – Local Park in Precinct 2	N/A	N/A	Refer to timing below.
LP-13 – Local Park in Precinct 2	N/A	N/A	Refer to timing below.
IN-03 - Donnybrook Road & Patterson Drive Land for ultimate intersection alignment of Patterson/Donnybrook in Precinct 1.	N/A	N/A	Refer to timing below.
IN-06 - Patterson Drive & Hayes Hill Boulevard Land for ultimate 4 way intersection treatment in Precincts 1 and 2 .	N/A	N/A	Refer to timing below.
RD-03 - Patterson Drive Donnybrook Road to Hayes Hill Boulevard Land for widening of existing road reservation to create 34m wide ultimate road reservation in Precincts 1 and 2. (For the avoidance of doubt this excludes Pattersons Drive north of Hayes Hill Boulevard).	N/A	N/A	Refer to timing below.
<b>TOTAL</b> (Property 20- Precincts 1 & 2)	\$13,283,130.69	N/A	<b>Refer to timing below</b>
<b>TOTAL</b> (Property 10 – Precinct 3)		\$6,732,612.42	
<b>TOTAL – Properties 10 and 20 combined</b>	<b>\$6,550,518.27</b> <b>(\$58,410.63 p/NDA)</b>		<b>Refer to timing below.</b>

### Timing:

The Agreed Land Credit Amount is to be paid to the Owner on a proportional basis stage by stage with each proportional payment at each stage being calculated having regard to the extent of the Subject Land in that stage as compared to the total area of the Subject Land. The payment of the proportion of the Agreed Land Credit Amount is to be made by Council within 28 days of the issue of a Statement of Compliance for that stage.

\*The Agreed Land Credit Amount and the Agreed Land Equalisation Amount are subject to change in the same way and at the same time that the Land Credit Amount and the Land Equalisation Amount are varied and or recalculated by the Infrastructure Contribution Plan.

## Schedule 8 Transport Infrastructure Projects

ICP Project No.	Description of the Transport Infrastructure Project	% of Project	Provision Trigger	Agreed Infrastructure Project Value (\$FY2020/21)*
IN-03	Intersection: Donnybrook Road & Patterson Drive Construction of a primary arterial to secondary arterial road 3-way intersection (interim treatment).	100%	In accordance with timing stated in Condition 36 of Planning Permit 717158.	\$7,670,575
IN-06	Intersection: Hayes Hill Blvd & Patterson Drive Construction of a secondary arterial to boulevard connector pre-interim (right in, left out) treatment.	100% of pre-interim project (28% of total project)	In accordance with timing stated in Condition 36 of Planning Permit 717158.	\$1,146,503
PED-01	Signalised Pedestrian Crossing: Crossing Paterson Drive between Donnybrook Road and Hayes Hill Boulevard associated with the key local access street connecting Donnybrook Station to the Non Gov't. P-12 school campus and SR-02.	100%	In accordance with timing stated in Condition 36 of Planning Permit 717158.	\$281,883
RD03	Patterson Drive Donnybrook Road to Hayes Hill Blvd - Construction of a secondary arterial road (2 lane carriageway) excluding intersections (interim treatment).	100% (27.17% of total project, 502 l.m.)	In accordance with timing stated in Condition 36 of Planning Permit 717158.	\$2,783,117.65



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## Schedule 9 Community Infrastructure Projects

Community Infrastructure Projects

None applicable

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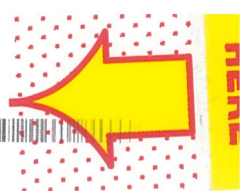
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## Schedule 10 Recreation Infrastructure Projects

Recreation Infrastructure Projects

None applicable

AU607079E



# Signing Page

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

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



*[Handwritten signature]*  
.....

Delegate

*George Saisanias*  
.....  
GEORGE SAISANIAS  
MANAGER STRATEGIC FUTURES

Delegate

Executed by Mirvac Victoria Pty Ltd ACN 006 708 363 by its attorneys under power of attorney number dated ~~30 January 2020~~ in the presence of:

07 MAY 2021  
JEA CY

*[Handwritten signature]*  
.....

Signature of attorney

*[Handwritten signature]*  
.....  
Signature of witness

*Sarah Elysa Anderson*  
.....

Name of attorney (BLOCK LETTERS)

CHRISTOPHER KIPALOGLOO  
.....  
Name of witness (BLOCK LETTERS)

*[Handwritten signature]*  
.....

Signature of attorney

2 BEATRICE STREET, YARRAVILLE 3013  
.....  
Address of witness

*CHARBEL YOUSSEF*  
.....

Name of attorney (BLOCK LETTERS)

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1218600

## APPLICANT'S NAME & ADDRESS

LAND & PROPERTY CONVEYANCING MELBOURNE C/-  
TRICONVEY (RESELLER) C/- LANDATA

DOCKLANDS

## VENDOR

KOTESKI, BOSH

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

683943

This certificate is issued for:

LOT 1420 PLAN PS837633 ALSO KNOWN AS 59 HARDWOOD GROVE DONNYBROOK  
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 6
- is within a INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1
- and MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE CONTRIBUTION - FOR MORE INFORMATION GO TO THE WEBSITE  
<https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-legislation/growth-areas-infrastructure-contribution>

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

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

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

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

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

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

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

28 January 2026

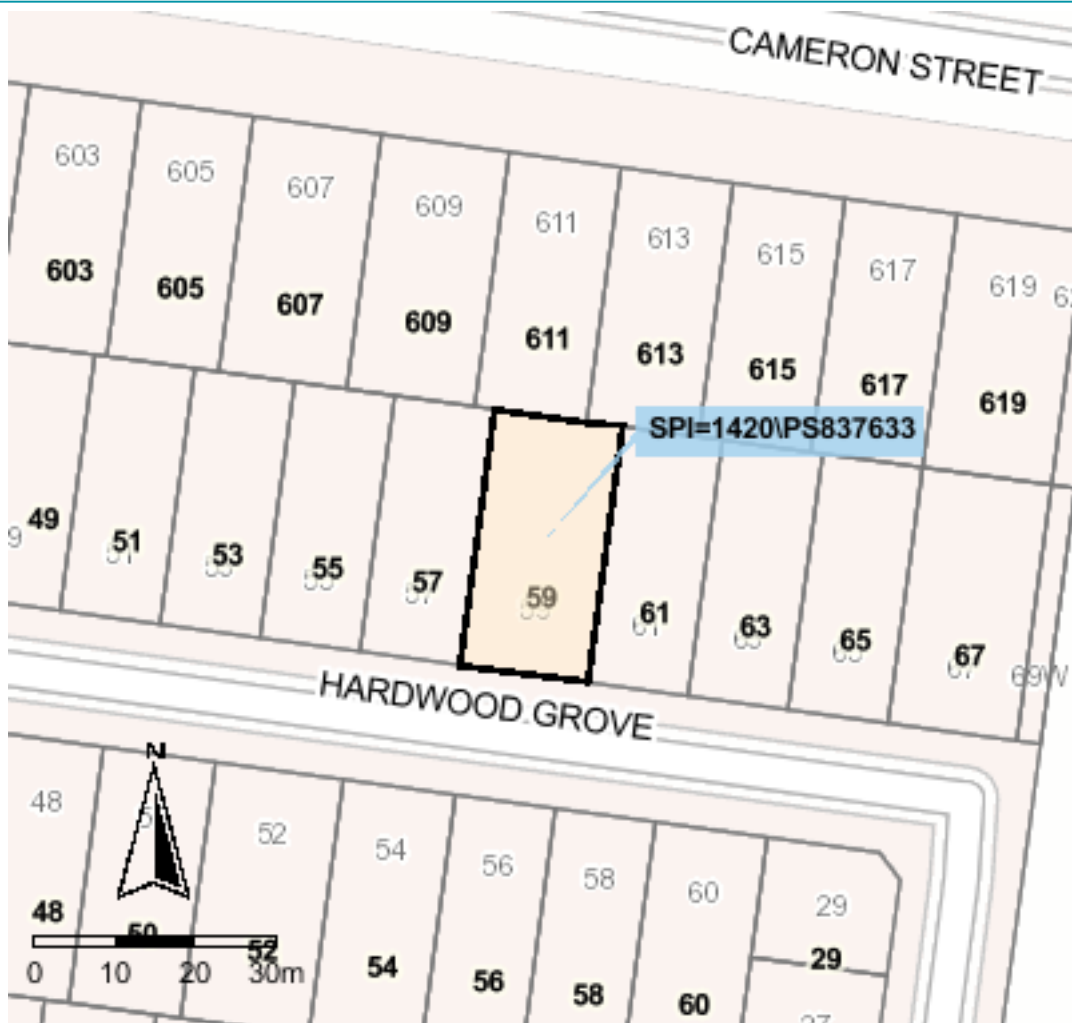
**Sonya Kilkenny**  
Minister for Planning

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

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

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

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



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### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

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

### Privacy Statement

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

# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 28 January 2026 04:40 PM

## PROPERTY DETAILS

Address: **59 HARDWOOD GROVE DONNYBROOK 3064**  
Lot and Plan Number: **Lot 1420 PS837633**  
Standard Parcel Identifier (SPI): **1420\PS837633**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **1164425**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 368 F3**

[www.whittlesea.vic.gov.au](http://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 VICTORIA**  
Legislative Assembly: **YAN YEAN**

## OTHER

Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**  
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

## Note

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

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

## Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 6 \(UGZ6\)](#)



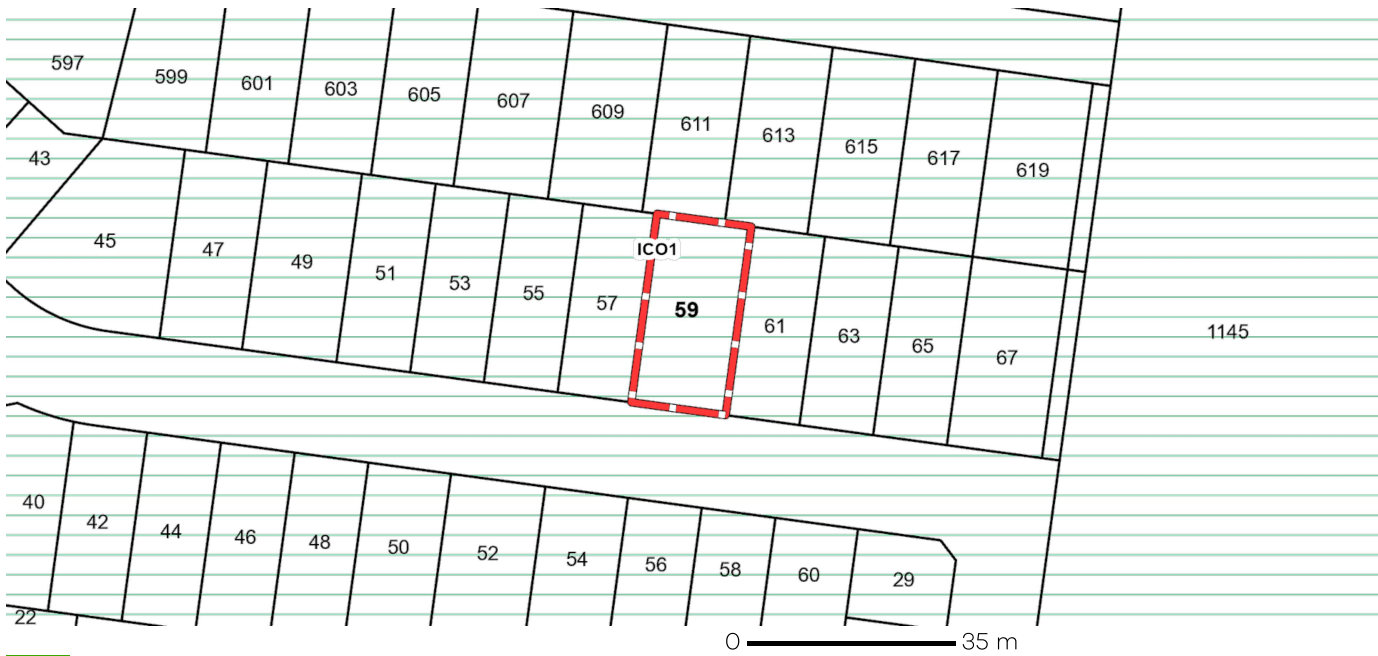
**UGZ - Urban Growth**

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

## Planning Overlay

[INFRASTRUCTURE CONTRIBUTIONS OVERLAY \(ICO\)](#)

[INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1 \(ICO1\)](#)



**ICO - Infrastructure Contributions Overlay**

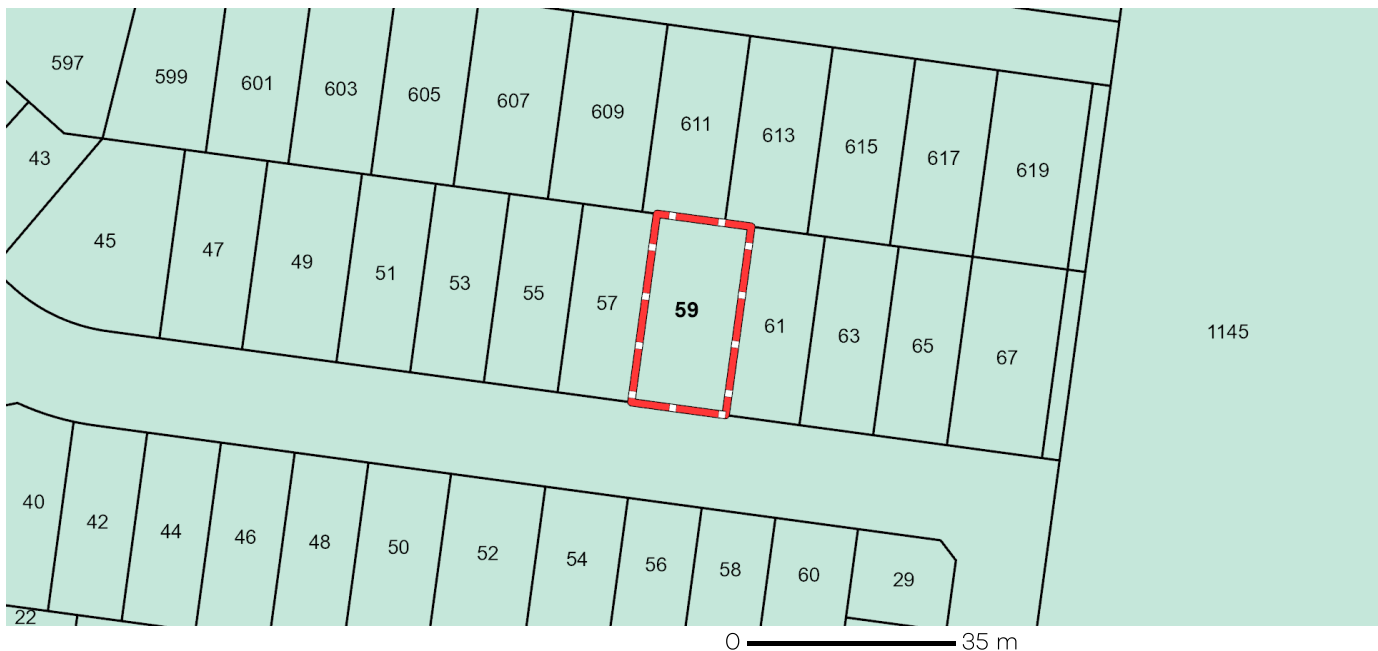
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

## Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005.

It may be subject to the Growth Area Infrastructure Contribution.

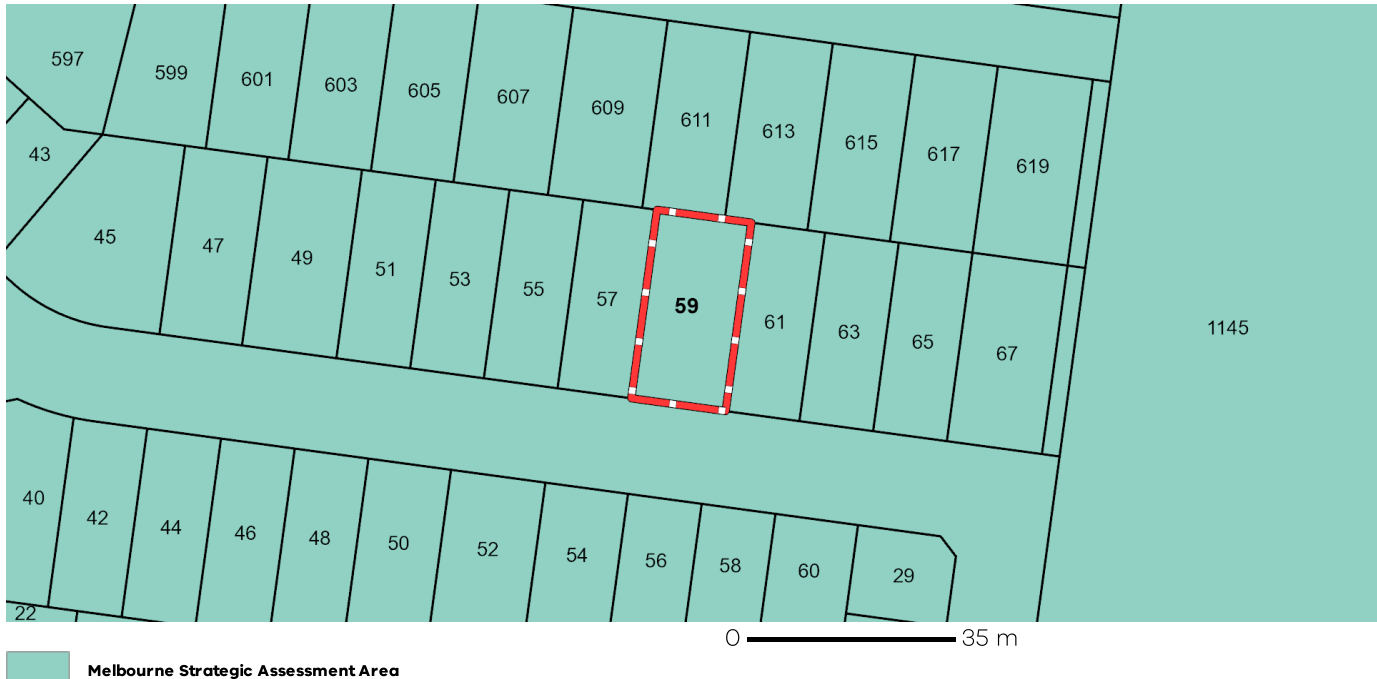
For more information about this contribution go to [Victorian Planning Authority](#)



**Land added to the UGB since 2005**

## Melbourne Strategic Assessment

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



## Further Planning Information

Planning scheme data last updated on 23 January 2026.

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

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

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

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

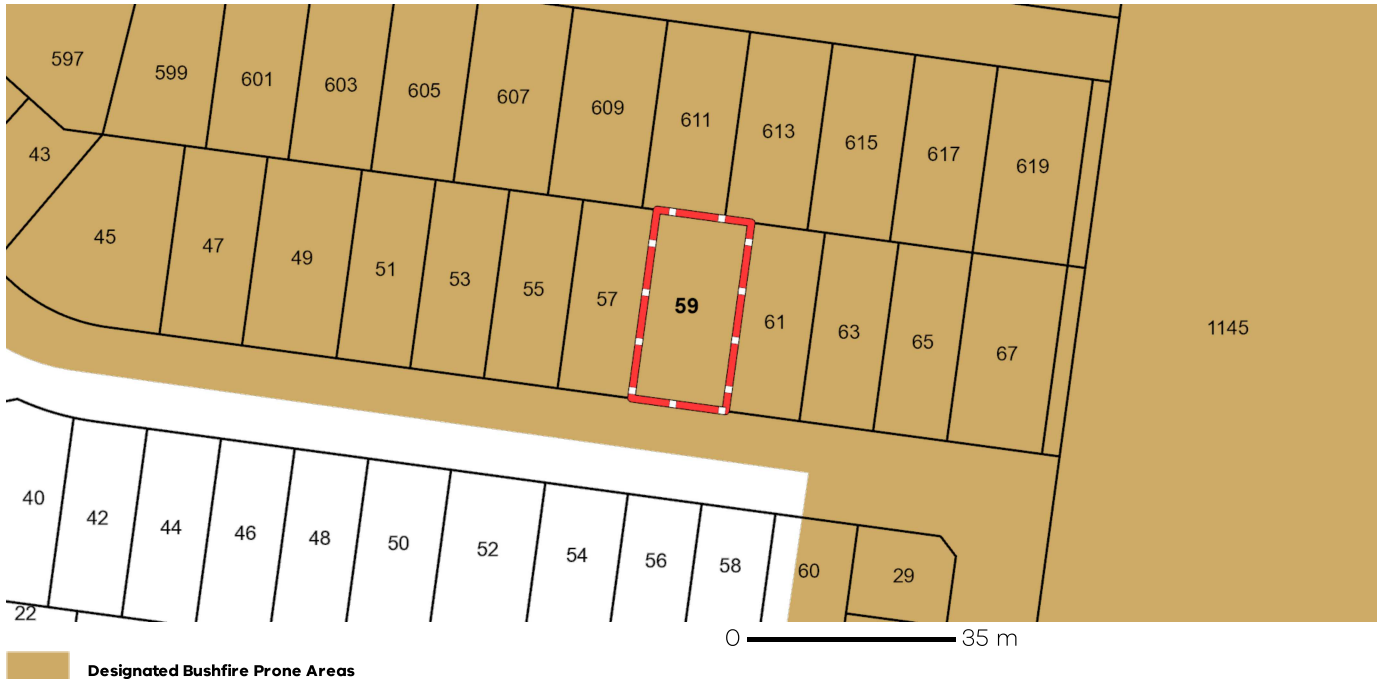
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

<b>Date of issue</b> 29/01/2026	<b>Assessment No.</b> 1164425	<b>Certificate No.</b> 180698	<b>Your reference</b> 79473961-016-5
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Landata  
GPO Box 527  
MELBOURNE VIC 3001

## Land information certificate for the rating year ending 30 June 2026

**Property location:** 59 Hardwood Grove DONNYBROOK 3064

**Description:** LOT: 1420 PS: 837633R

**AVPCC:** 100 Vacant Residential Dwelling Site/Surveyed Lot

<b>Level of values date</b>	<b>Valuation operative date</b>	<b>Capital Improved Value</b>	<b>Site Value</b>	<b>Net Annual Value</b>
1 January 2025	1 July 2025	\$410,000	\$410,000	\$20,500

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. (1<sup>st</sup>), 30 Nov. (2<sup>nd</sup>), 28 Feb. (3<sup>rd</sup>) and 31 May (4<sup>th</sup>) or in a lump sum by 15 Feb.

#### Rates & charges

General rate levied on 01/07/2025	\$969.38	
Food/Green waste bin charge levied on 01/07/2025	\$95.30	
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00	
ESVF Variable Levy (Res) levied on 01/07/2025	\$70.93	
Additional 120L Garbage (Res/Rural) levied on 01/07/2025	\$319.85	
Waste Landfill Levy General levied on 01/07/2025	\$15.45	
Arrears to 30/06/2025	-\$900.00	
Interest to 29/01/2026	\$0.00	
Other adjustments	\$0.00	
Less Concessions	\$0.00	
Sustainable land management rebate	\$0.00	
Payments	-\$305.91	
<i>Balance of rates &amp; charges due:</i>		\$401.00

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

<b>Total rates, charges and other monies due</b>	<b>\$401.00</b>
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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](mailto:info@whittlesea.vic.gov.au)

Free telephone interpreter service

   **131 450**

## 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 property may be subject to a supplementary valuation.

A fire hazard removal notice could be issued against this property. Please check with the Council on the date of settlement.

**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.**

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**Payment can be made using these options.**

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www.whittlesea.vic.gov.au  
Ref 1164425



Phone 1300 301 185  
Ref 1164425



Bill Code 5157  
Ref 1164425

28th January 2026

Land & Property Conveyancing Melbourne C/- Triconv  
LANDATA

Dear Land & Property Conveyancing Melbourne C/- Triconv,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	59 HARDWOOD GROVE DONNYBROOK 3064
<b>Applicant</b>	Land & Property Conveyancing Melbourne C/- Triconv LANDATA
<b>Information Statement</b>	31006786
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	683943

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

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

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

Yours sincerely,



Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

## **Yarra Valley Water Property Information Statement**

Property Address	59 HARDWOOD GROVE DONNYBROOK 3064
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STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

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

We are working towards bringing recycled water to the area and until it is available, we will supply potable water through your recycled water pipes. Any water used through recycled water pipes will be charged at the recycled water usage rate. For more information, visit [yvw.com.au/recycled](http://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	59 HARDWOOD GROVE DONNYBROOK 3064
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STATEMENT UNDER SECTION 158 WATER ACT 1989

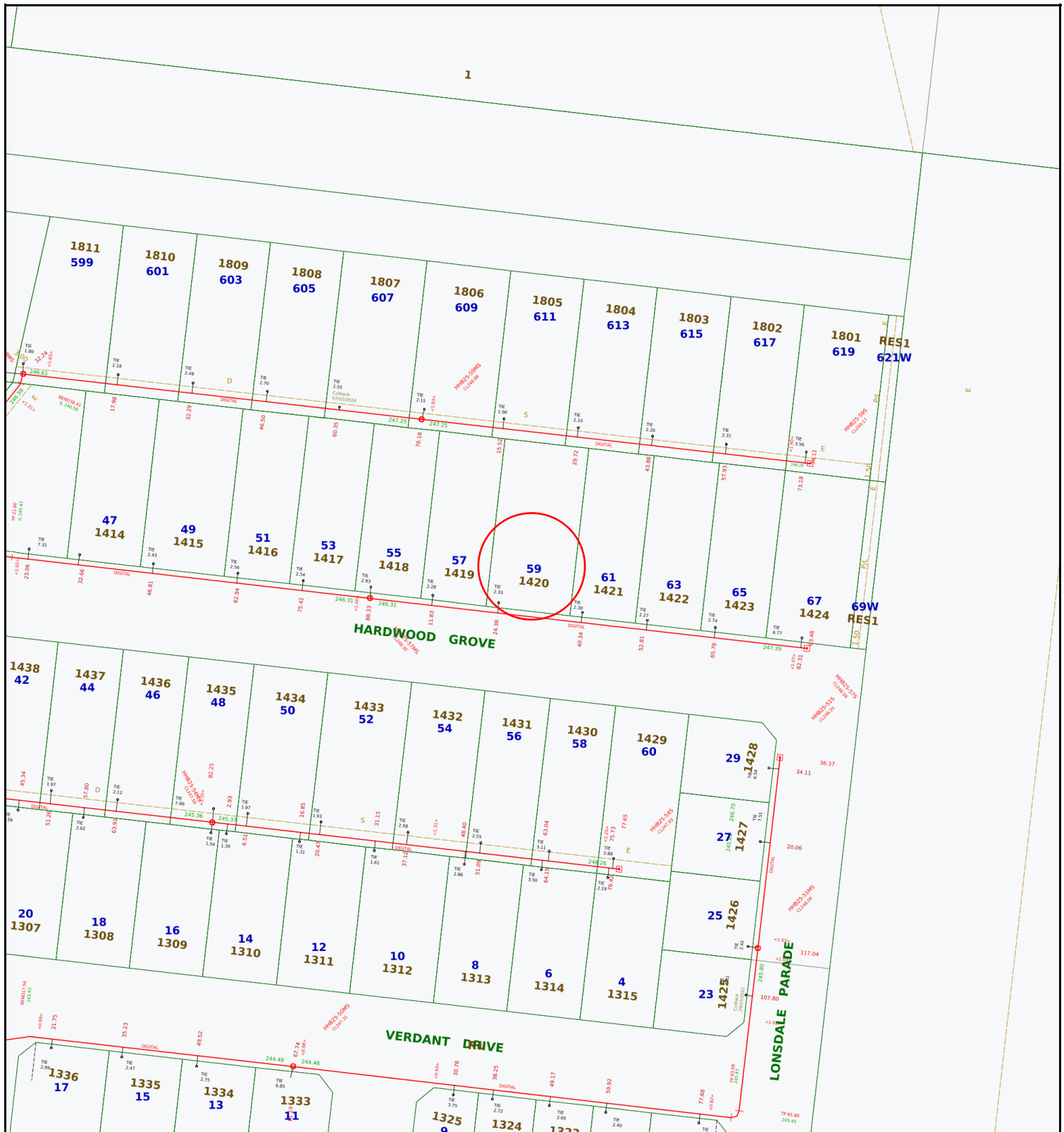
**THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

Portion of the land could be subject to inundation at times of high storm flow. For further information please contact Melbourne Water on 9679 7517.

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

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

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



**Yarra Valley Water  
Information Statement  
Number: 31006786**

<b>Address</b>	59 HARDWOOD GROVE DONNYBROOK 3064
<b>Date</b>	28/01/2026
<b>Scale</b>	1:1000



ABN 93 066 902 501

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

30th May 2022

**Application ID: 546142**

**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**

<b>Product</b>	<b>Qty</b>
New Estate Connect-Combo DW & RW (incl meters w/lock)	1
Recycled Water Audit Fee (Includes GST)	1

**Sewer**

**Connection Or Disconnection Details**

<b>Sewer Connection Description</b>	<b>PSP Number</b>
Water & Sewer Connection	1495349

**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.

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

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

### **METER ASSEMBLIES & POSITIONING**

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

Water meter assemblies:

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

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

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

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

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water

website ([www.yvw.com.au](http://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 <a href="http://www.yvw.com.au/rwinspection">www.yvw.com.au/rwinspection</a>	
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](mailto: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"> <li>• Boiler feed water</li> <li>• Process water</li> <li>• Wash-down water</li> <li>• Dust suppression</li> </ul>	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](http://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](http://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](mailto: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](mailto: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.

Land & Property Conveyancing Melbourne C/- Triconv  
LANDATA  
[certificates@landata.vic.gov.au](mailto:certificates@landata.vic.gov.au)

## RATES CERTIFICATE

Account No: 5304542770  
Rate Certificate No: 31006786

Date of Issue: 28/01/2026  
Your Ref: 683943

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
59 HARDWOOD GR, DONNYBROOK VIC 3064	1420\PS837633	5272888	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2026 to 31-03-2026	\$20.80	\$20.80
Residential Water and Sewer Usage Charge <i>Step 1 – 40.920000kL x \$3.57240000 = \$146.18</i> <i>Step 2 – 15.080000kL x \$4.68710000 = \$70.68</i> Estimated Average Daily Usage \$2.33	25-08-2025 to 26-11-2025	\$216.86	\$0.00
Residential Sewer Service Charge	01-01-2026 to 31-03-2026	\$119.92	\$119.92
Residential Recycled Water Usage Charge <i>Recycled Water Usage – 7.000000kL x \$1.96810000 = \$13.78</i>	25-08-2025 to 26-11-2025	\$13.78	\$0.00
Parks Fee	01-01-2026 to 31-03-2026	\$22.14	\$22.14
Drainage Fee	01-01-2026 to 31-03-2026	\$30.82	\$30.82
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$193.68



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.

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

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

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

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

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

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

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

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

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

### **Recycled water isn't available at this property yet**

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

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

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

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

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**Property No:** 5272888

**Address:** 59 HARDWOOD GR, DONNYBROOK VIC 3064

**Water Information Statement Number:** 31006786

## HOW TO PAY



**Bill Code:** 314567  
**Ref:** 53045427701

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**



\*\*\*\* Delivered by the LANDATA® System, Department of Transport and Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Land & Property Conveyancing Melbourne C/- Triconvey (Reseller)  
77 Castlereagh Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 683943

NO PROPOSALS. As at the 4th February 2026, 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®.

59 HARDWOOD GROVE, DONNYBROOK 3064  
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: 4th February 2026

**[Vicroads Certificate] # 79473961 - 79473961163646 '683943'**

# Property Clearance Certificate

## Land Tax



INFOTRACK / LAND & PROPERTY CONVEYANCING  
MELBOURNE

<b>Your Reference:</b>	26-1962
<b>Certificate No:</b>	96767854
<b>Issue Date:</b>	02 FEB 2026
<b>Enquiries:</b>	CXN2

**Land Address:** 59 HARDWOOD GROVE DONNYBROOK VIC 3064

Land Id	Lot	Plan	Volume	Folio	Tax Payable
49037698	1420	837633	12372	101	\$0.00

**Vendor:** MADELEINE KOTESKI & BOSH KOTESKI  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR BOSKO KOTESKI	2026	\$410,000	\$0.00	\$0.00

**Comments:** Property is exempt: LTX Principal Place of Residence.

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):	\$410,000
SITE VALUE (SV):	\$410,000
<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$0.00</b>

# Notes to Certificate - Land Tax

Certificate No: 96767854

## 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 = \$1,680.00

Taxable Value = \$410,000

Calculated as \$1,350 plus ( \$410,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,100.00

Taxable Value = \$410,000

Calculated as \$410,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 96767854

### 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](http://www.bpay.com.au)

### CARD



Ref: 96767854

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / LAND & PROPERTY CONVEYANCING MELBOURNE

**Your Reference:** 26-1962  
**Certificate No:** 96767854  
**Issue Date:** 02 FEB 2026  
**Enquires:** CXN2

**Land Address:** 59 HARDWOOD GROVE DONNYBROOK VIC 3064

Land Id	Lot	Plan	Volume	Folio	Tax Payable
49037698	1420	837633	12372	101	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
100	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

<b>CAPITAL IMPROVED VALUE:</b>	\$410,000
<b>SITE VALUE:</b>	\$410,000
<b>CURRENT CIPT CHARGE:</b>	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 96767854

## 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](http://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



INFOTRACK / LAND & PROPERTY CONVEYANCING MELBOURNE

<b>Your Reference:</b>	26-1962
<b>Certificate No:</b>	96767854
<b>Issue Date:</b>	02 FEB 2026

**Land Address:** 59 HARDWOOD GROVE DONNYBROOK VIC 3064

Lot	Plan	Volume	Folio
1420	837633	12372	101

**Vendor:** MADELEINE KOTESKI & BOSH KOTESKI

**Purchaser:** FOR INFORMATION PURPOSES

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

**Comments:** No windfall gains tax liability identified.

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

**Paul Broderick**  
Commissioner of State Revenue

**CURRENT WINDFALL GAINS TAX CHARGE:**  
**\$0.00**

# Notes to Certificate - Windfall Gains Tax

Certificate No: 96767854

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## 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.

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## Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p>  <p>Billers Code: 416073 Ref: 96767850</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p>  <p>Ref: 96767850</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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**northpoint** building surveyors P/L

ACN 119 709 116

SURVEYORS, CONSULTANTS & INSPECTORS

Application Number: 202214444

## FORM 16

Regulation 192  
**Building Act 1993**  
Building Regulations 2018

### OCCUPANCY PERMIT

#### Property Details

Number: <b>59</b>	Street/Road: <b>Hardwood Grove</b>	Suburb: <b>Donnybrook</b>	Postcode: <b>3064</b>
Lot/s: <b>1420</b>	LP/PS: <b>PS837633R</b>	Volume: <b>12372</b>	Folio: <b>101</b>
Crown: allotment	Section: No	Parish:	County:
Municipal District: <b>Whittlesea City Council</b>			

#### Building permit details

Building permit number: **BS-U 20159/4699534956015**  
Version of BCA applicable to building permit: **2019**

#### Building Details

Part of building to which permit applies:	<b>Dwelling</b>
Permitted use:	<b>Residential</b>
BCA Class of building:	<b>1a(a)</b>
Maximum permissible floor live load:	<b>1.5</b>
Maximum number of people to be accommodated:	<b>N/A</b>

Part of building to which permit applies:	<b>Garage</b>
Permitted use:	<b>residential</b>
BCA Class of building:	<b>10a</b>
Maximum permissible floor live load:	<b>1.5KPa</b>
Maximum number of people to be accommodated:	<b>n/a</b>

Storeys contained: **1**

Rise in storeys (for Class 2-9 buildings):

Effective height:

Type of construction: **Construction of Detached dwelling and garage**

**Suitability for occupation**

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

The building or part of a building to which this permit applies is suitable for occupation. This Occupancy Permit does not constitute a statement of compliance with the Building Act 1993 or the Building Regulations 2018.

**Approved Inspections**

1. PRE-SLAB - 02/08/2022
2. STEEL REINFORCEMENT - 05/08/2022
3. FRAMEWORK - 29/08/2022
4. FINAL INSPECTION RE-inspection - 16/03/2023

**Relevant building surveyor**

Name: **Vito Munafo**  
Address: **Suite 1, 1-3 Albert Street, Blackburn, VIC, 3130**  
Email: **Vito@northpointbs.com.au**  
Building practitioner registration no.: **BS-U 20159**  
Municipal district name: **Whittlesea City Council**  
Occupancy Permit no. **BS-U 20159/4699534956015**  
Date of issue: **16 March 2023**  
Date of final inspection **16 March 2023**  
Signature:



## Domestic Building Insurance

## Certificate of Insurance

**Bosko Koteski, Madeleine Jane Koteski**

**10 Pemba Ave  
SOUTH MORANG  
VIC 3752**

Policy Number:

**C707863**

Policy Inception Date:

**09/06/2022**

Builder Account Number:

**007268**

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: **59 Hardwood Gr DONNYBROOK VIC 3064 Australia**

Carried out by the builder: **ORBIT HOMES AUSTRALIA PTY LTD**

Builder ACN: **080735771**

**!** 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): **Bosko Koteski, Madeleine Jane Koteski**

Pursuant to a domestic building contract dated: **16/05/2022**

For the contract price of: **\$ 450,369.00**

Type of Cover: **Cover is only provided if ORBIT HOMES 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](mailto: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.

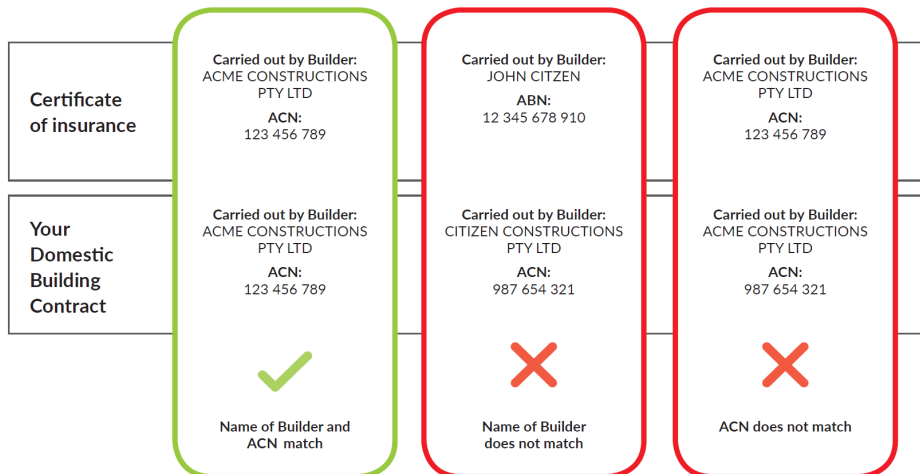
Issued by Victorian Management Insurance Authority (VMIA)

### Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	<b>\$1,357.00</b>
GST:	<b>\$135.70</b>
Stamp Duty:	<b>\$149.27</b>
<b>Total:</b>	<b>\$1,641.97</b>

**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*



# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

DATED

2026

**BOSH KOTESKI AND MADELEINE JANE KOTESKI**

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**CONTRACT OF SALE OF REAL ESTATE**

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**Property: 59 Hardwood Grove, Donnybrook VIC**

**Land & Property Conveyancing Melbourne**

PO Box 156

SOUTH MORANG VIC 3752

Tel: 03 9437 9002

Ref: KS:26-1962