

# Contract of Sale of Land

Property:

**23 Palisades Boulevard, South Morang VIC 3752**

**Kilmore Property Transfers**  
Shop 1, 33-35 Sydney Street  
KILMORE VIC 3764  
Tel: (03) 5782 2659  
PO Box 251, Kilmore VIC 3764  
Ref: LB:1346/25 Zammit

# 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 ...../...../2025

**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 ...../...../2025

**Print names(s) of person(s) signing:** Daniel Michael Zammit and Rachael Laura Zammit formerly Fenech

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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INFORMATION ONLY



# Particulars of Sale

## Vendor's estate agent

Name: Harcourts Rata & Co  
Address: 1/337 Settlement Road, Thomastown VIC 3074  
Email: sold@rataandco.com.au  
Tel: 94011117 Mob: Fax: Ref:

## Vendor

Name: Daniel Michael Zammit and Rachael Laura Zammit formerly Fenech  
Address:  
ABN/ACN:  
Email:

## Vendor's legal practitioner or conveyancer

Name: Kilmore Property Transfers  
Address: Shop 1, 33-35 Sydney Street, Kilmore VIC 3764  
PO Box 251, Kilmore VIC 3764  
Email: lisa@kilmoreconveyancing.com.au  
Tel: (03) 5782 2659 Mob: Fax: Ref: 1346/25 Zammit

## Purchaser's estate agent

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

## 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	11246	Folio	465	501	PS 611358X

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: 23 Palisades Boulevard, South Morang VIC 3752

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

All fixtures and fittings of a permanent nature as inspected

**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

**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)

- ☐ a lease for a term ending on ..... / ..... /20..... with [.....] options to renew, each of [.....] years

OR

- ☐ a residential tenancy for a fixed term ending on ..... / ..... /20.....

OR

- ☐ a periodic tenancy determinable by notice

**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)*

## 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.*

INFORMATION ONLY

## General Conditions

INFORMATION ONLY

## SPECIAL CONDITIONS

### 1. Purchaser to Procure Execution of Guarantee

1.1 In the event that the Purchaser is or includes a Corporation (as those words are defined in the *Corporations Act 2001 (Cth)*, the person or persons who execute this Contract for and on behalf of the Purchaser warrants that they have authority to enter into this Contract on behalf the company or incorporated association, and shall also execute the Guarantee annexed to this Contract and marked "Annexure A".

1.2 This Special Condition modifies General Condition 3.

### 2. Nomination

2.1 If a Purchaser nominates a substitute or additional purchaser under General Condition 4, they may do so no later than 10 business days before the Settlement Date, provided that signed nomination documents (if applicable) are provided to the Vendor's Conveyancers no later than 10 business days before the Settlement Date.

2.2 If the Purchaser nominates a substitute or additional purchaser, the Purchaser and any Guarantor(s):

2.2.1 Remains personally liable for the performance of all of the Purchasers' obligations under this Contract; and

2.2.2 Indemnify the Vendor against all claims, demands, interest or penalties arising from the nomination.

2.3 If the Purchaser nominates a substitute or additional purchaser, and that purchaser is a company which is not listed on a recognised Australian Stock Exchange, then the Vendor may require that at least two directors of the nominated company (or if the nominated company be sole director company, then the sole director) must execute the Guarantee at the time of the nomination.

2.4 The nominee shall pay the vendor at settlement a fee of \$330.00 to cover the costs of the vendor's conveyancer review and advising the vendor on any nomination application.

2.5 This Special Condition modifies General Condition 4.

### 3. Identity of Land

3.1 The Purchaser acknowledges that the Property offered for sale and inspected by the Purchaser is identical with the Property described in the Title particulars contained in the Particulars of Sale.

3.2 The Purchaser must not make any objection or claim for compensation or refuse or delay payment of the balance of the purchase price because of:

3.2.1 Any error in the description of the land;

3.2.2 Any deficiency in its area or measurements of the land;

3.2.3 Any encroachment upon the land;

3.2.4 Any improvements not being erected within the boundaries of the land; or



3.2.5 Any failure to comply with a law relating to the Property or a requirement of any government agency.

3.3 This Special Condition modifies General Condition 7.

**4 Deposit**

4.1 The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

4.2 This Special Condition modifies General Condition 14.

**5. Finance**

5.1 If this Contract is subject to loan approval and the Purchaser attempts to end the Contract on the basis that the Purchaser is unable to obtain finance approval by the approval date, the Purchaser must provide to the Vendor a letter from the nominated lender indicating:

5.1.1 That the lender has refused finance approval to the Purchaser; and

5.1.2 That the Purchaser provided all documentation reasonably requested by the lender to assess the finance application.

5.2 In the event that the Purchaser fails to provide such letter as detailed in special condition 5.1, the Purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance.

5.3 This Special Condition modifies General Condition 20.

**6. Adjustments**

6.1 At the time that the Purchaser or their representative makes submission of the adjustments to the vendors' representative, proof is required to justify any authority or figure that has been listed in such adjustments.

6.2 Justification of adjustments submitted by the purchaser must be by way of copies of certificates purchased by the purchasers' representative in order to verify the information allowed for in such adjustments.

6.3 The Vendor will not be obliged to provide cheque details until such time as this condition has been complied with.

6.4 The Purchasers acknowledge that they will be in default of this contract if this condition is not adhered to.

6.5 If no certificate was obtained to complete the adjustments and they are submitted, on such basis, then the purchaser will forfeit any ability to re-adjust, after settlement has been completed.

6.6 This condition will not merge on settlement.

6.7 Not separately rated

In the event the Property is not separately rated or assessed in respect of any of the outgoings referred to in General Condition 23, the proportion thereof to be apportioned between the Vendor and Purchaser will be in the same proportion as the lot liability of the land bears to the total lot liability of all the land in the plan of subdivision or title plan as reasonably determined by the Vendor.

## 6.8 Rate Adjustments

6.8.1 The Vendor shall pay or discharge all rates and other outgoings (except insurance premiums on insurances acquired by the purchaser) with respect to the Property up to and including settlement date.

6.8.2 The Purchaser shall pay, adjust or discharge all rates and other outgoings with respect to the Property from the Day of Settlement.

6.8.3 Rates, taxes and other outgoings shall be apportioned at Completion:

6.8.3.1 In the case of those paid by the Vendor, on the amount actually paid;

6.8.3.2 In the case of those levied but unpaid, on the amount payable disregarding any discount for early payment;

6.8.3.3 In the case of those not levied but the amount can be ascertained by advice from the relevant rating authority, on the amount advised by the relevant rating and taxing authority; and

6.8.3.4 In the case of those not levied and not ascertainable from the relevant rating authority and where a separate assessment was issued for the Property for the assessment period immediately prior to the completion date, on the amount payable in that separate assessment disregarding any discount for early payment.

## 6.9 Owners Corporation Adjustments

6.9.1 The Vendor shall pay or discharge all owner's corporation fees due and payable up to the settlement date with respect to the Property.

6.9.2 The Purchaser shall pay, adjust or discharge all owner's corporation fees with respect to the Property from the Day of Settlement.

6.9.3 Owner's corporation fees (excluding any special levy) shall be apportioned at Completion:

6.9.3.1 In the case of those paid by the Vendor, on the amount actually paid;

6.9.3.2 In the case of those levied but unpaid, on the amount payable;



6.9.4 Liability for any owner's corporation special levy shall be assessed as follows:

6.9.4.1 The Vendor shall be liable for any special levy struck and payable before the settlement date.

6.9.4.2 The Purchaser shall be liable for any special levy struck either before or after settlement and which is payable from the settlement date.

**7. Purchaser's Representations and Warranties**

7.1 The Purchaser represents and warrants that in entering this Contract the Purchaser has:

7.1.1 relied entirely on enquiries, investigations, examinations and inspection of the Property made by or on behalf of the Purchaser including without limitation the land, improvements, planning restrictions, building regulations and the suitability of the Property for any purpose or any business to be carried on there; and

7.1.2 received no information, representation or warranty from the vendor, the Vendor's estate agent or the Vendor's Conveyancer supplied or made with the intention or knowledge that the Purchaser would rely on it; and

7.1.3 The Purchaser has not in fact relied on any such information, representation or warranty.

7.1.4 Has not relied on any representations or warranties about the subject matter of this Contract, including any information, representation or warranty concerning:

7.1.4.1 Title to the Property or goods;

7.1.4.2 The terms of any documents relating to any encumbrances affecting the Property;

7.1.4.3 The boundaries or area of the Property;

7.1.4.4 The suitability of the Property for any purpose or use;

7.1.4.5 The zoning of the property;

7.1.4.6 The existence of any easement affecting the property;

7.1.4.7 The services and utilities to the Property;

7.1.4.8 Whether improvements on the land comply with any relevant statutes, regulations, and local laws;

7.1.4.9 Any financial return or income to be derived from the Property; and

7.1.4.10 The applicability of any environmental liability to the Property.

7.2 The Purchaser agrees that this Contract constitutes the entire agreement between the parties for the sale and purchase of the Property and supersedes all previous arrangements, representations, promises, agreements, undertakings, negotiations and understandings in relation to the sale and purchase. Any promise, condition, representation, information or warranty relating to or leading up to this transaction which has been provided or made by, or on behalf of, the Vendor which is not set out or expressly referred to in this Contract is negative and withdrawn.



- 7.3 Purchaser must engage a legal practitioner or Conveyancer to conduct all the legal aspects of settlement.

**8. Planning Restrictions, Easements and Other Encumbrances**

- 8.1 The Purchaser buys the Property subject to any restrictions on the use or development of the Property imposed by and to the provisions of any applicable Town Planning Acts or Planning Schemes, Local Government By-Laws or interim development orders, all planning permits, all other relevant planning controls or by any authority empowered by legislation to control the use of the Property or other enactments, including the Heritage Act 1995, the Planning and Environment Act 1987, the Building Act 1993, the Local Government Act 1989, Environment Protection Act 1970 and any and all regulations, by-laws, restrictions and controls governing, regulating, controlling or affecting in any way the use or development of the Property and subject or any authority empowered to make restrictions.
- 8.2 The Purchaser buys the Property subject to any easement, reservation or other encumbrance whether registered on the Certificate of Title or not.
- 8.3 Any such restrictions shall not affect the validity of this Contract nor shall they constitute a defect in the Vendor's title or with respect to such restrictions or any of them.
- 8.4 The Purchaser must not make any requisition or objection or delay settlement and is not entitled to any compensation from the Vendor in relation to the existence of, compliance or non-compliance with any restriction.
- 8.5 The Purchaser is responsible for remedying, at its, his, her or their own cost, any failure of compliance on the Day of Sale with any laws or restriction affecting the Property.
- 8.6 Any warranties or representations with respect to the use of the said land or any part thereof are hereby expressly excluded and negatived.

**9. Condition of Property**

- 9.1 The Purchaser acknowledges that it has purchased the Property as a result of the Purchaser's own inspections and enquiries concerning the Property and save as is otherwise expressly provided acknowledges that he she or they are purchasing the property in its present condition and state of repair and subject to any defects, infestation, contaminant or asbestos and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property sold.
- 9.2 The Vendor sells the Property with all fencing as it presently exists irrespective of whether fencing is on its correct boundary or whether there may be encroachments by or upon the Property. The Vendor will not be liable for any claim or compensation in respect of the need to erect new fencing on correct boundaries or to dismantle existing fencing.
- 9.3 The Purchaser acknowledges that if there is a swimming pool or spa on the Property which is or may be required to be fenced by building and/or council regulations, the



Purchaser must comply, at the Purchaser's cost and expense, with the building and/or council regulations. The Purchaser indemnifies and keeps indemnified the Vendor on or after the Day of Sale in respect of all orders or requirements under the building regulations.

- 9.4 The Purchaser acknowledges that, if the Vendor has not complied with the building regulations regarding the installation of self-contained smoke alarms, the Purchaser must do so at the Purchaser's costs and expense.
- 9.5 The Purchaser buys the Property in its current situation, regardless of whether there are building permits which have not received a final inspection, or whether there are building works in the past eight years for which the Vendor is not in possession of builder's warranty insurance.
- 9.6 The Purchaser buys the Property subject to any easements, reservations or like encumbrances affecting the Property and will not Object with respect thereto whatever.

**10. Receipt of Documents by Purchaser Acknowledged**

The Purchaser hereby acknowledges that prior to signing the Contract of Sale and paying any money due thereunder to having received from the Vendor a Due Diligence Checklist and a Section 32 Statement conforming with section 32 of the Sale of Land Act 1962 (Vic) (as amended) duly executed by the Vendor, being the Vendor's Statement.

**11. Sale Subject to Lease or Licence**

- 11.1 If the sale is subject to a lease or licence, the Purchaser agrees that at settlement the Vendor will hand over any documents pursuant to the lease or licence which the Vendor is in possession of, which may or may not include an original copy of the lease or licence agreement, condition report or bond receipt. The Purchaser agrees not to delay settlement or seek compensation if the Vendor is not in possession of any of these documents. If the Vendor only has possession of a photocopy of the lease or licence agreement, the Purchaser agrees to accept receipt of the photocopy and will not delay settlement or seek compensation on the basis that the Vendor is unable to provide an original lease or licence agreement.
- 11.2 If there is a rental agent managing the Property and the Purchaser does not intend to instruct that rental agent to continue managing the Property following settlement, the Purchaser agrees to contact the rental agent to make arrangements for a transfer of the lease documents held by the rental agent following settlement, and will not require the Vendor to produce these documents at settlement.
- 11.3 If the Tenant is entitled to the use of any furniture, chattels, equipment, etc. (collectively referred to in this paragraph as "goods") during the term of the lease, where such goods have been provided by the Vendor and are not included in the sale to the Purchaser under the Goods section of the Particulars of Sale, the Purchaser agrees that following the termination of the tenancy the Purchaser will notify the Vendor in writing and allow the Vendor 30 days from the personal service of such notification access to the property to recover the goods. The Purchaser agrees to become a bailee of the goods upon



termination of the Tenancy until the Vendor attends the property and removes the goods during the 30-day period following personal service of the notification.

**12. Default by Purchaser**

12.1 The Vendor gives notice to the Purchaser that in the event of that the Purchaser fails to complete the purchase of the property on the due date specified in the Contract of Sale or any such date as may be mutually agreed to by the parties, or the Purchaser breaches any warranty in this contract then the Purchaser will pay to the Vendor at settlement the following expenses and losses which the Purchaser agrees are reasonably foreseeable at the date of the contract:

12.1.1 All costs incurred by the Vendor associated with obtaining bridging finance to complete the Vendor's purchase of other property and interest charged on such bridging finance.

12.1.2 Interest payable by the Vendor under any existing Mortgage over the property calculated from the due date.

12.1.3 Accommodation expenses necessarily incurred by the Vendor.

12.1.4 Additional costs and expenses between the Vendor and the Vendor's representative.

12.1.5 The Vendor's reasonable costs of each and every default in the sum of \$550.00 (inclusive of GST) and \$880.00 for the costs of each default notice issued.

12.1.6 Any costs, expenses and penalties incurred by the Vendor to a third party through any delay in completion of the Vendor's purchase.

12.1.7 Rebooking fee and settlement fee in the sum of \$220.00 (including GST) payable to the Vendor to cover the costs of the vendor's conveyancer advising the vendor and rebooking settlement for the vendor, plus any fees levied by the Vendor's mortgagee and third parties.

12.1.8 Any conveyancing fees or legal fees and disbursements attributed to any failure to complete the purchase of the property on the due date specified in the Contract of Sale or any such date as may be mutually agreed to by the parties or breach of any warranty in this contract on a full indemnity basis.

**13. Insolvency and Incapacity**

13.1 If before settlement the Purchaser, being a natural person;

13.1.1 Dies;

13.1.2 becomes bankrupt or enters into a scheme of arrangement, composition or assignment with or in favour of its creditors;

13.1.4 Is a protected person under any legislation or an involuntary patient or security patient under the Mental Health Act 1986; or

13.2 If before settlement the Purchaser, being a company:

13.2.1 Is subject to an application for winding up;

13.2.2 enters into a scheme of arrangement for the benefit of the creditors;

13.2.3 Resolves to go into liquidation; or

13.2.4 Is put into the control of a receiver or administrator;

Then the Vendor may terminate this Contract by Notice to the Purchaser and the Vendor may, in all of the above circumstances retain the Deposit and any Deposit Interest.

**14. Waiver**

The Purchaser's liability and obligation to pay any money and otherwise perform the terms and conditions of this Contract will not be, or be deemed to be, waived or varied by any time indulgence or forbearance allowed or granted by the Vendor to the Purchaser or by any acceptance by the Vendor of money tendered by the Purchaser not in accordance with this Contract. Time is and remains the essence of this Contract notwithstanding any act of omission on the part of the Vendor.

**15. No Merger**

Obligations under this Contract which have not been satisfied at the Settlement date or are capable of continued operation after settlement remain in full force and effect irrespective of Settlement and do not merge on the transfer of the Property.

**16. Severability**

If it is held by any court of competent jurisdiction that:

16.1 Any part of this Contract is void, voidable, illegal or otherwise unenforceable; or

16.2 This Contract would be void, voidable, illegal or otherwise unenforceable unless any part of this Contract is severed;

Then that part will be severed from this Contract and will not affect the continued operation of the remainder of this Contract.

**17. No Warranty as to Stamp Duty**

17.1 The Purchaser acknowledges that:

17.1.1 It has relied exclusively on its own independent advice on all stamp duty matters and must not make any claim against the Vendor with respect to the payment of stamp duty;

17.1.2 If there is more than one Purchaser named in the Particulars, it is the Purchaser's responsibility to ensure this contract correctly records at the Day of Sale the proportions in which they are buying the Property; and



17.1.3 If the proportions recorded in the Transfer differ from those recorded in this Contract it is the Purchaser's responsibility to pay any additional stamp duty which may be assessed as a result of the variation.

17.2 The Purchaser acknowledges that the Vendor does not make any warranty as to the amount of stamp duty or any registration fees assessed and payable in respect of the transfer of the Property and the Purchaser is liable for all stamp duty and registration fees assessed in relation to that transfer whether assessed at the present value of the Property and incomplete improvements or otherwise, irrespective of any estimates provided by the Vendor at the Day of Sale.

17.3 The Purchaser must keep the Vendor indemnified at all times against all liabilities, claims proceedings and penalties whatsoever under the Duties Act 2000 relating to this Contract, any substitute contract of sale and the instruments of transfer or conveyance of the Property or anyone or more of them.

17.4 This Special Condition will not merge on settlement.

**18. Amendment and Deletion of General Conditions**

(a) General conditions 31.4 to 31.6 inclusive are not applicable to this contract.

(b) General Condition 14 (3) (c) does not apply to this contract

(c) A new General Condition 14.6a is added to the contract as follows:

14.6a Where the contract is not subject to finance, a building inspection or a pest inspection, the contract is deemed not subject to any condition for the benefit of the purchaser.

(d) General Condition 14.3.1 will be replaced with the following clause in the contract.

14.3.1 Where the purchaser is deemed by Section 27 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 the vendor's Title.

(e) General Condition 32 is deleted and replaced with the following words

If the purchaser breaches this contract they must pay to the vendor on demand:

(a) compensation for any reasonably foreseeable loss to vendor resulting from the breach such loss including but not limited to additional costs incurred by the vendor and payable to the vendor's conveyancer for additional work undertaken by the vendor's conveyancer; and

(b) any interest due under this contract as a result of the breach.

If the vendor breaches this contract by delaying settlement, the purchaser agrees that they will not be entitled to demand compensation for any loss they incur as a result of such delay.

**19. No Right of Set-off**

Unless this contract provides otherwise, a party has no right of set-off against a payment due to another party.

**20. No land tax or windfall gain tax adjustment.**

Despite any other condition of this Contract to the contrary, the parties acknowledge and agree that land tax and windfall gains tax are not a periodic outgoing for the purposes of general conditions 23 and 28 and land tax and windfall gains tax will not be adjusted at settlement.

**21. Auction**

The property is offered for sale by public auction subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules. A copy of the Schedule 1 rules is annexed to this Contract and marked "**Annexure B**".



## 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*.

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## 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.

## 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.

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## **ANNEXURE A**

### **GUARANTEE AND INDEMNITY**

TO: (Vendor)

I/We, the guarantors named in the Schedule, Item 4  
(Guarantors)

JOINTLY AND SEVERALLY AGREE:

#### **1. Guarantee**

1.1 In consideration of the Vendor entering into the Contract with the Purchaser as detailed in the Schedule at our request the Guarantors GUARANTEE to the Vendor:

- 1.1.1 payment of the purchase money interest and all other monies payable under the Contract; and
- 1.1.2 the observance and performance by the Purchaser of all conditions, covenants, obligations and provisions to be observed and performed by the Purchaser under the Contract or pursuant to any other agreement made between the Purchaser and the Vendor, (collectively Guaranteed Obligations).

#### **2. Indemnity**

2.1 If any of the Guaranteed Obligations will not be enforceable against the Purchaser this Guarantee will be construed as an indemnity and the Guarantors INDEMNIFY the Vendor in respect of any failure by the Purchaser to make payment or perform the Guaranteed Obligations and AGREE that the Guarantors will not be released from their obligations until the Vendor has received all monies which would have been payable had all of the covenants contained in the Contract been enforceable against the Purchaser.

#### **3. Continuing Guarantee and Indemnity**

3.1 This Guarantee will be a continuing Guarantee and Indemnity and will apply to all monies now owing and to all monies which may subsequently become owing or be deemed to have been owing under the Contract and this Guarantee will be without prejudice to and will not be affected nor will the rights or remedies of the Vendor against the Guarantors be in any way prejudiced or affected by any of the matters as follows:

- 3.1.1 Any mortgage or instrument, negotiable or otherwise, guarantee or other security which the Vendor may now or subsequently hold in respect of the whole or any part of the Guaranteed Obligations or any judgment obtained by the Vendor or any release discharge surrender or modification of or dealing with any such security or judgment and all of such securities and judgment will be considered as collateral only.
- 3.1.2 The completion of the Contract by a transfer and the securing of the balance of purchase money and other monies outstanding under the Contract by a security instrument granted in favour of the Vendor.



3.1.3 Any variation modification or innovation in the terms of the Contract and without limiting the generality of the foregoing any extension of the date for payment of the purchase money or any change in the interest rate payable.

3.1.4 The transfer or assignment by the Vendor of the rights of the Vendor under the Contract to another person or company.

3.1.5 The fact that any Guaranteed Obligation or any part of them may not be or may cease to be recoverable from the Purchaser or any other person liable in respect of it for any reason other than that they have been paid or obligation performed.

**4. Guarantee Independent**

4.1 This Guarantee is independent of and in addition to any other guarantee or security held either now or subsequently by the Vendor in connection with the Guaranteed Obligations and the Guarantors will not in any way or at any time claim the benefit of or seek or require the transfer of any such guarantee or security or any part of it.

**5. Notice**

5.1 Any demand or notice may be signed by or on behalf of the Vendor by the Solicitors for the Vendor and may be served by delivering the demand or notice to the Guarantors at their address by prepaid mail and if posted will be deemed to have been served on the day following the date of posting provided however that the making of a demand or serving of a notice will not be a condition precedent to the liability of the Guarantor.

**6. Miscellaneous Provisions**

6.1 All moneys received by the Vendor from or on account of the Purchaser including any dividends upon the liquidation of the Purchaser or from any other person or corporation or from the realisation or enforcement of any security capable of being applied by the Vendor in reduction of the indebtedness of the Purchaser will be regarded for all purposes as payment in gross without any right on the part of the Guarantors to stand in the Vendor's place or claim the benefit of any moneys so received until the Guarantors have paid the total indebtedness of the Purchaser.

7. In the event of the liquidation of the Purchaser the Guarantors authorise the Vendor to prove for all moneys which the Purchaser has paid and to retain and to carry to a suspense account and appropriate at the Vendor's discretion any dividends received until the Vendor has been paid in full in respect of the indebtedness of the Purchaser.

8. The Guarantors waive all rights against the Vendor and the Purchaser and any other person or corporation, estates and assets so far as necessary to give effect to anything contained in this Guarantee.

9. The Guarantors indemnify the Vendor against any loss the Vendor may suffer by reason of the Purchaser having exceeded its powers or going into liquidation and, in particular, the Guarantors indemnify the Vendor against any loss the Vendor may suffer by reason of interest ceasing to accrue and to be payable after the Purchaser goes into liquidation.

10. This Guarantee will not be determined by the death of any of the Guarantors and will bind their respective legal personal representatives and assigns, administrators and executors and will endure for the benefit of the Vendor and successors and assigns.
11. The expression Guarantors will wherever used mean the Guarantors or any of them and wherever the context permits will refer to the Guarantors jointly and severally.

#### SCHEDULE

1. Contract: Contract of Sale made between the Purchaser and the Vendor dated  
day of 20 for the purchase of the Property at  
In the State of Victoria

2. Property: The land is described in the attached copy title(s) and plan(s) as:  
Lot on proposed/plan of subdivision no. being part of/  
the land contained in certificate of title volume folio .

3. Purchaser(s):

Name:

Address:

Name:

Address:

4. Guarantor(s):

Name:

Address:

Name:

Address:

Executed as a deed

Signed Sealed and Delivered by

)

)

In Victoria in the presence of:

)

)..... Signature

..... Signature of Witness

..... Name of Witness

Signed Sealed and Delivered by

)

)

In Victoria in the presence of:

)

)..... Signature

..... Signature of Witness

..... Name of Witness



## **ANNEXURE B**

### **Sale of Land (Public Auctions) Regulations 2014 SCHEDULE 1**

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

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

#### **SCHEDULE 5**

#### **INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND**

##### **Meaning of vendor**

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

##### **Bidding by co-owners**

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

##### **Vendor bids**

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

The auctioneer can only make a vendor bid if—

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

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction. It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

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

Questions

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

Forbidden activities at auctions

The law forbids any of the following—

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

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

Who made the bid?

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

It is an offence to disrupt an auction

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

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



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

#### What law applies

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the Sale of Land Act 1962 or the Sale of Land (Public Auctions) Regulations 2014. Copies of those laws can be found at the following web site: [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au) under the title "Victorian Law Today".

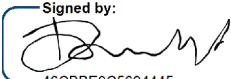
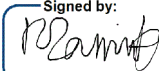
# Vendor Statement

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

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

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

Land	23 PALISADES BOULEVARD, SOUTH MORANG VIC 3752
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Vendor's name	Daniel Michael Zammit	Date	13/3/2025
Vendor's signature	<div>Signed by:  46CBBE0C5694445...</div>		
Vendor's name	Rachael Laura Zammit formerly Fenech	Date	13/3/2025
Vendor's signature	<div>Signed by:  97996266464B486...</div>		

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

## 1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: \$4,500.00

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

\$0.00	To	
Other particulars (including dates and times of payments):		

### 1.3 Terms Contract

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

Not Applicable

### 1.4 Sale Subject to Mortgage

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

Not Applicable

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

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

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable

### 2.2 Owner Builder

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

Not Applicable

### 3. LAND USE

#### 3.1 Easements, Covenants or Other Similar Restrictions

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):
- ☒ Is in the attached copies of title document/s
- (b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:
- Not Applicable

#### 3.2 Road Access

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

#### 3.3 Designated Bushfire Prone Area

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

#### 3.4 Planning Scheme

- ☒ Attached is a certificate with the required specified information.

### 4. NOTICES

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

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

Not Applicable

#### 4.2 Agricultural Chemicals

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

NIL

#### 4.3 Compulsory Acquisition

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

NIL

### 5. BUILDING PERMITS

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

- ☒ Are contained in the attached certificate

### 6. OWNERS CORPORATION

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

Not Applicable

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

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

Not Applicable

## 8. SERVICES

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

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

Attached are copies of the following documents:

### 9.1 ☒ (a) Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable

### 10.2 Staged Subdivision

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

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

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

NIL

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

NIL

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

NIL

### 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached



### 13. ATTACHMENTS

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

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

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

Title Search Volume 11246 Folio 465

Plan of Subdivision 611358

Section 173 Agreement AF610189K

Section 173 Agreement AF774770N

Property Report

Planning Property Report

General Residential Zone ( Checklist)

Property Report

Site Dimensions

Recent Planning Scheme Amendments (Last 90 Days )

Proposed Planning Scheme Amendments

Zones

Overlays on the Property

Nearby Overlays

Bushfire Prone Area

Easements

Planning Permit History

Foreign Resident Capital Gains Withholding Clearance Certificate

Garage building Permits

Copy of Land Rates

Copy of Water Rates

Due Diligence

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)



## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

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

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

VOLUME 11246 FOLIO 465

Security no : 124122004705T  
Produced 13/02/2025 01:26 PM

LAND DESCRIPTION

Lot 501 on Plan of Subdivision 611358X.  
PARENT TITLE Volume 11241 Folio 740  
Created by instrument PS611358X Stage 5 17/12/2010

REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
DANIEL MICHAEL ZAMMIT  
RACHAEL LAURA FENECH both of 7 CHARTERIS GROVE EPPING VIC 3076  
AQ943159Q 20/04/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ943160G 20/04/2018  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS611358X 17/12/2010

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  
AF610189K 25/01/2008

AGREEMENT Section 173 Planning and Environment Act 1987  
AF774770N 11/04/2008

DIAGRAM LOCATION

SEE PS611358X FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 23 PALISADES BOULEVARD SOUTH MORANG VIC 3752

ADMINISTRATIVE NOTICES

NIL


eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 20/04/2018

DOCUMENT END



DocuSign Envelope ID: 97A7FB3E-BE66-42A2-B936-E44CDDE1AE79

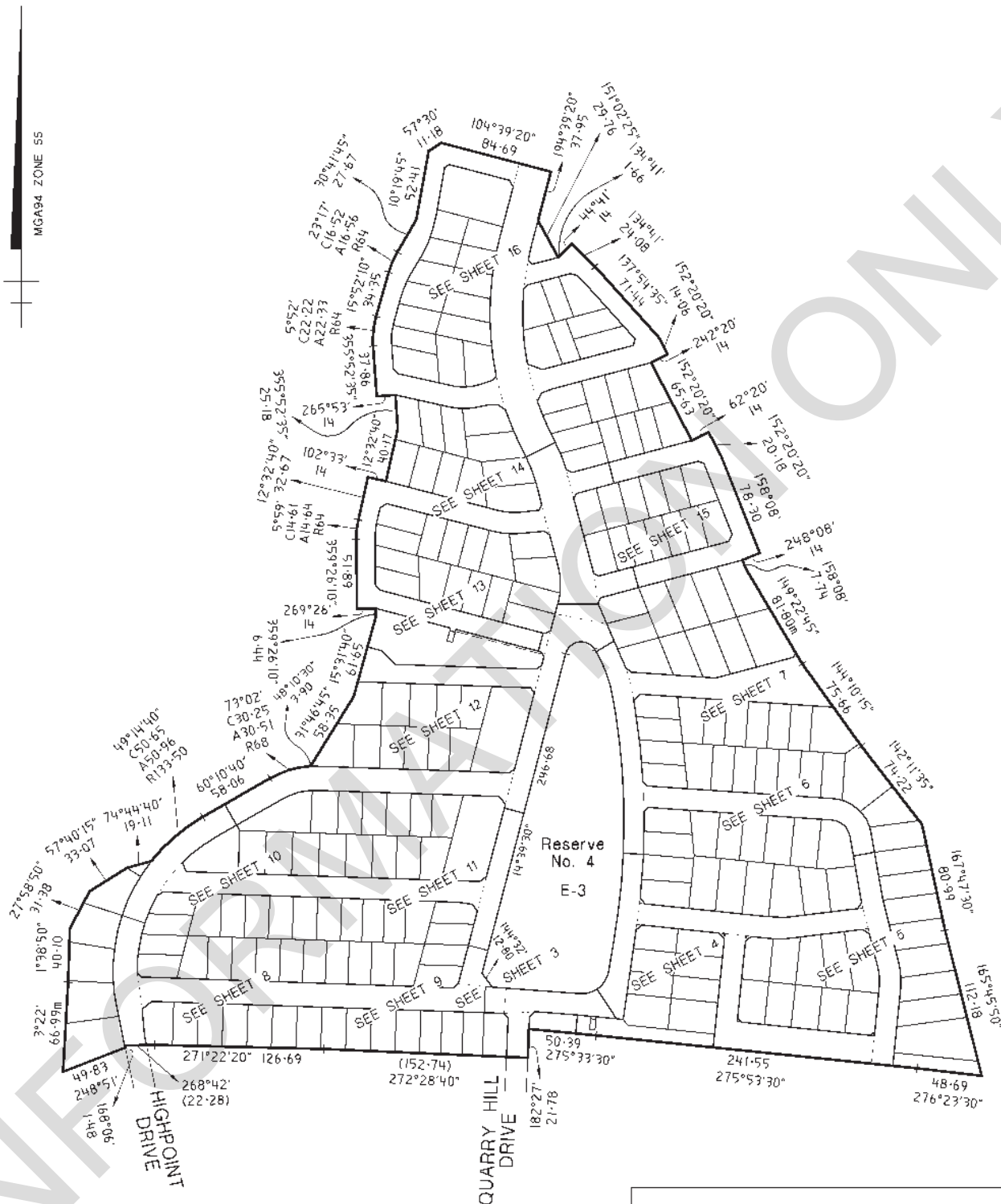
any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of section 122 of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

<b>PLAN OF SUBDIVISION</b>		<b>STAGE NO.</b>	<b>EDITION 13</b>	<b>Plan Number</b> <b>PS611358X</b>
<b>Location of Land</b> <b>MORANG</b> Parish: ..... Township: ..... Section: 15 Crown Allotment: ..... Crown Portion: ..... Title Reference: Vol. 11013 Fol. 239 Vol. 10961 Fol. 297 Vol. 11051 Fol. 021 Vol. 11204 Fol. 338 Last Plan Reference: Lot 1 on PS542594S Lot 1 on PS539027Y Lot A PS434850E Lot 1 PS635271B Postal Address: QUARRY HILL DRIVE SOUTH MORANG 3752 MGA Co-ordinates E 329650 Zone: 55 (of approx centre of plan) N 5834850		<b>Council Certificate and Endorsement</b> Council Name: City of Whittlesea Ref. .... 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage .... Council delegate Council seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council delegate Council seal Date / /		
<b>Vesting of Roads and / or Reserve</b>		<b>Notations</b>		
Identifier	Council / Body / Person	<b>Depth Limitation</b> NIL		
Roads R1 to R9	City of Whittlesea	<b>Staging</b> This is a staged subdivision. Planning Permit No. P710682		
Reserve No's. 1, 2, 4, 5, 6, 8 & 9	City of Whittlesea	Lots 501 to 524 on this plan are affected by Approved 3D Building Envelopes in MCP Dealing No. AA1617. Refer to Creation of Restriction E on sheet 21 of this plan for details. Lots 601 to 618 on this plan are affected by Approved 3D Building Envelopes in MCP Dealing No. AA1806. Refer to Creation of Restriction F on sheet 22 of this plan for details. Lots 701 to 727 on this plan are affected by Approved 3D Building Envelopes in MCP Dealing No. AA1849. Refer to Creation of Restriction G on sheet 23 of this plan for details. Lots 801 to 819 on this plan are affected by Approved 3D Building Envelopes in MCP Dealing No. AA1850. Refer to Creation of Restriction H on sheet 24 of this plan for details. Lots 901 to 932 on this plan are affected by Approved 3D Building Envelopes in MCP Dealing No. AA1851. Refer to Creation of Restriction I on sheet 25 of this plan for details.		
Reserve No's. 3 & 7	SPI Electricity Pty. Ltd.	<b>Survey</b> This plan is based on survey.		
Lot 101 on this plan is affected by an Approved 3D Building Envelope in MCP Dealing No. AA1443. Refer to Creation of Restriction A on sheet 17 of this plan for details. Lots 201 to 234 on this plan are affected by Approved 3D Building Envelopes in MCP Dealing No. AA1444. Refer to Creation of Restriction B on sheet 18 of this plan for details. Lots 301 to 334 on this plan are affected by Approved 3D Building Envelopes in MCP Dealing No. AA1529. Refer to Creation of Restriction C on sheet 19 of this plan for details. Lots 401 to 432 on this plan are affected by Approved 3D Building Envelopes in MCP Dealing No. AA1594. Refer to Creation of Restriction D on sheet 20 of this plan for details.				
Palisades - 1 to 9 Area of Site: 24.17ha No. of Lots: 221				
<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-1	Drainage	See Diagram	This Plan	City of Whittlesea
	Sewerage			Yarra Valley Water Limited
E-2	Sewerage	See Diag.	This Plan	Yarra Valley Water Limited
E-3	Drainage (MCPAA1107 Applies)	See Diag.	This Plan	Melbourne Water Corporation
EASEMENT E-4 HAS BEEN OMITTED FROM THIS PLAN				
E-5	Power Line	1.50	This Plan (Section 88 Electricity Industry Act 2000)	SPI Electricity Pty. Ltd.
<b>THIS IS A LAND VICTORIA COMPILED PLAN</b>				
<b>FOR DETAILS SEE MODIFICATION TABLE HEREIN</b>				
Sheet 1 of 25				
 TAYLORS DEVELOPMENT STRATEGISTS PTY LTD ABN 45 912 305 313 BUILDING 8, 270 FERNTREE GULLY ROAD, NOTTING HILL, 3168 Tel: 9591 2910 Fax: 9591 2844 Email: tds@taylorsds.com.au Web Site: www.taylorsds.com.au		LICENSED SURVEYOR : LEO ALEXANDER BATEMAN Signature ..... Date / / REF. 1660-C-9 VERSION 6/12/2011 MFV		
		Date / / Council Delegate Signature Original sheet size A3		

# PLAN OF SUBDIVISION

STAGE NO.

Plan Number  
**PS611358X**



**TAYLORS**  
DEVELOPMENT STRATEGISTS  
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BUILDING 6, 270 FERNTREE GULLY ROAD, NOTTING HILL 3188 Tel: 9501 2800 Fax: 9501 2844  
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Sheet 2

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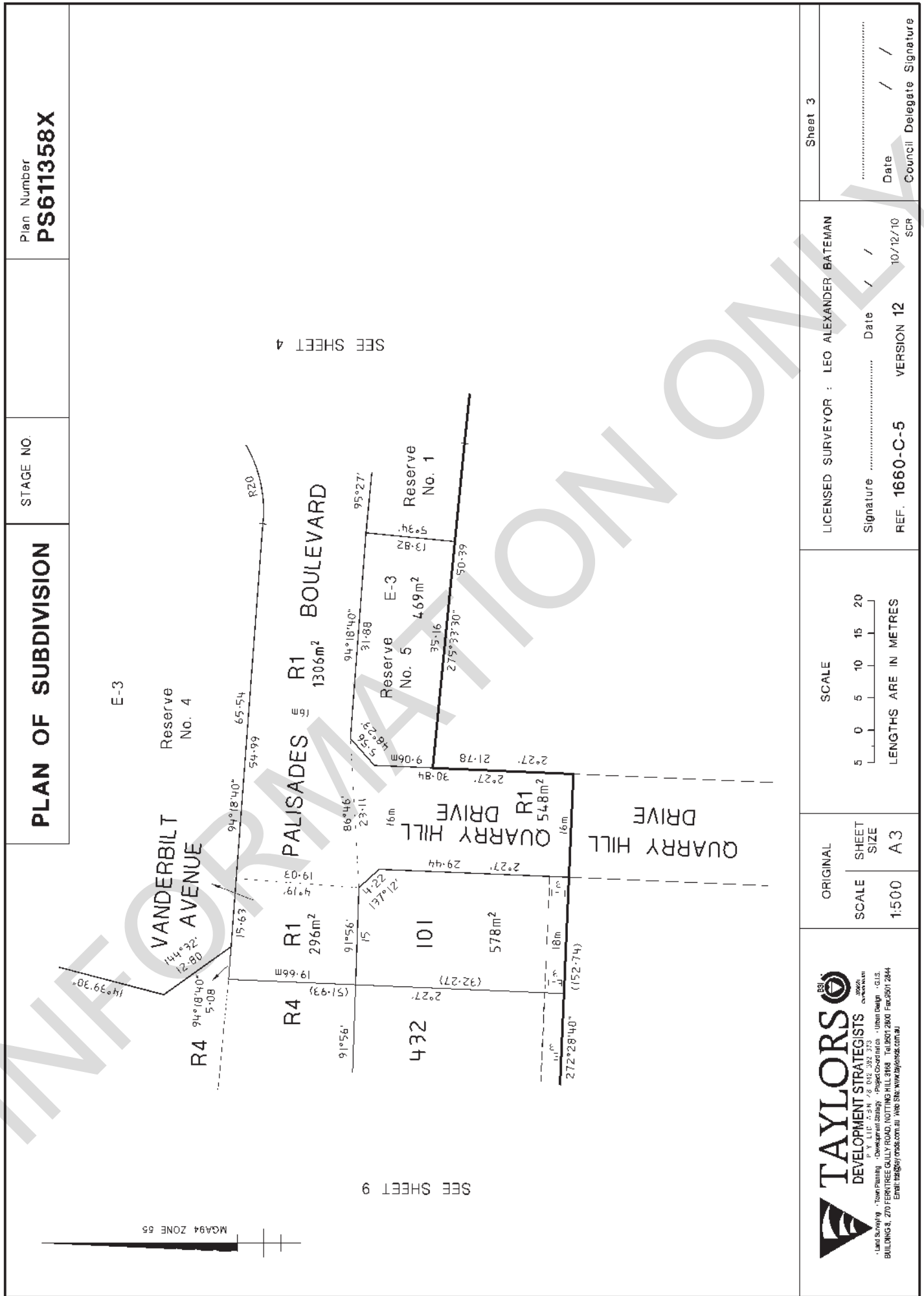
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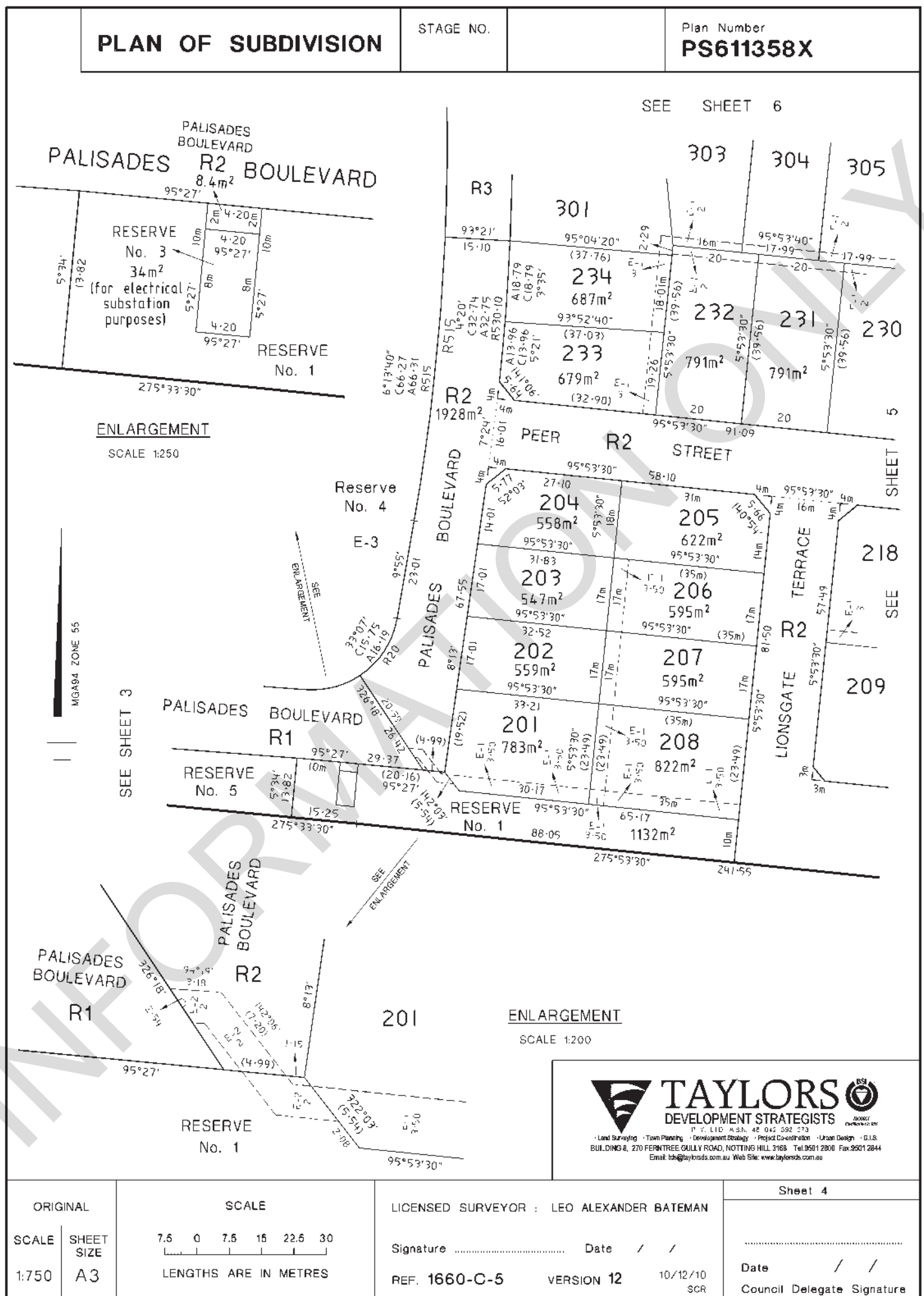
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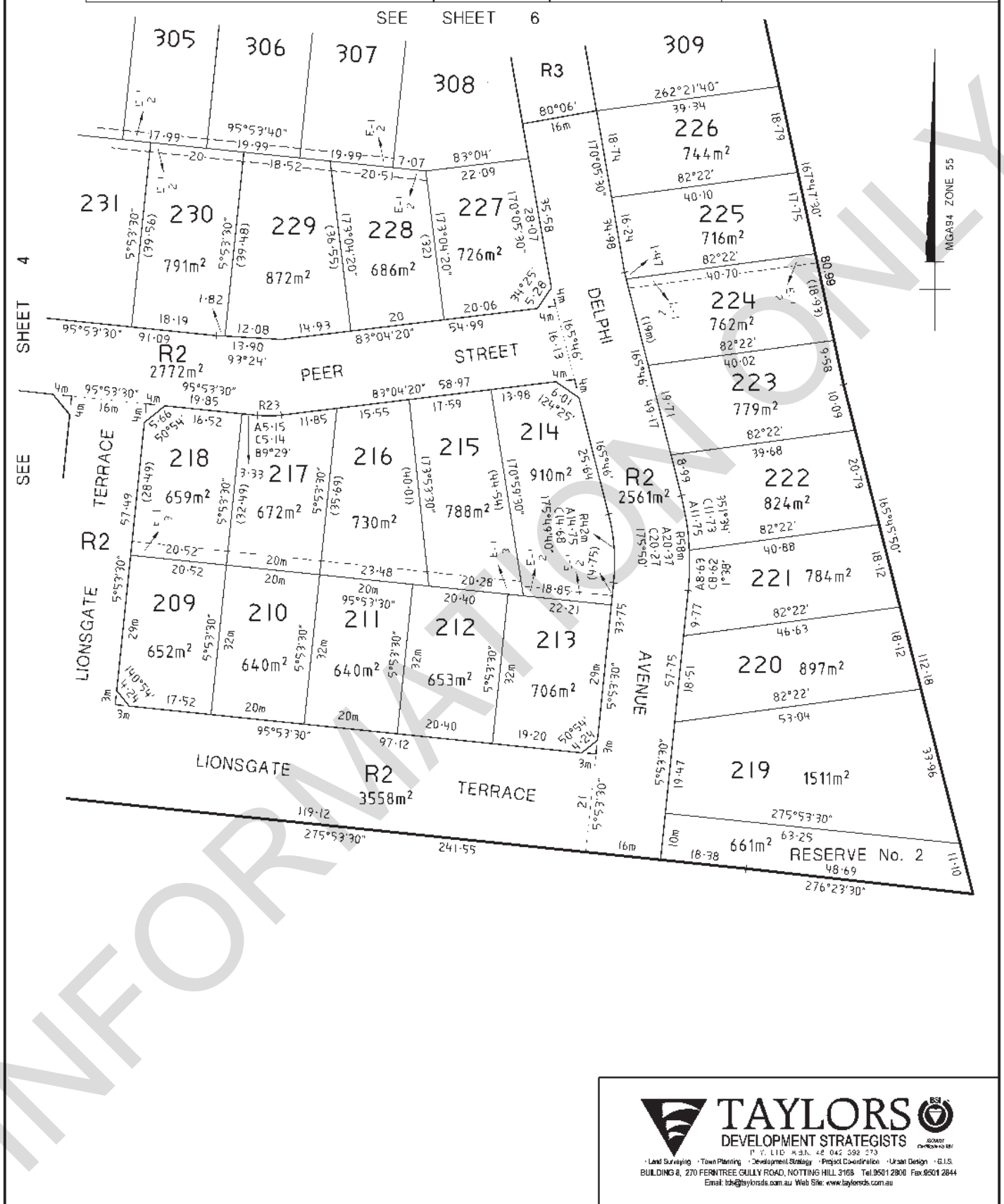
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<b>PLAN OF SUBDIVISION</b>	STAGE NO.	Plan Number <b>PS611358X</b>
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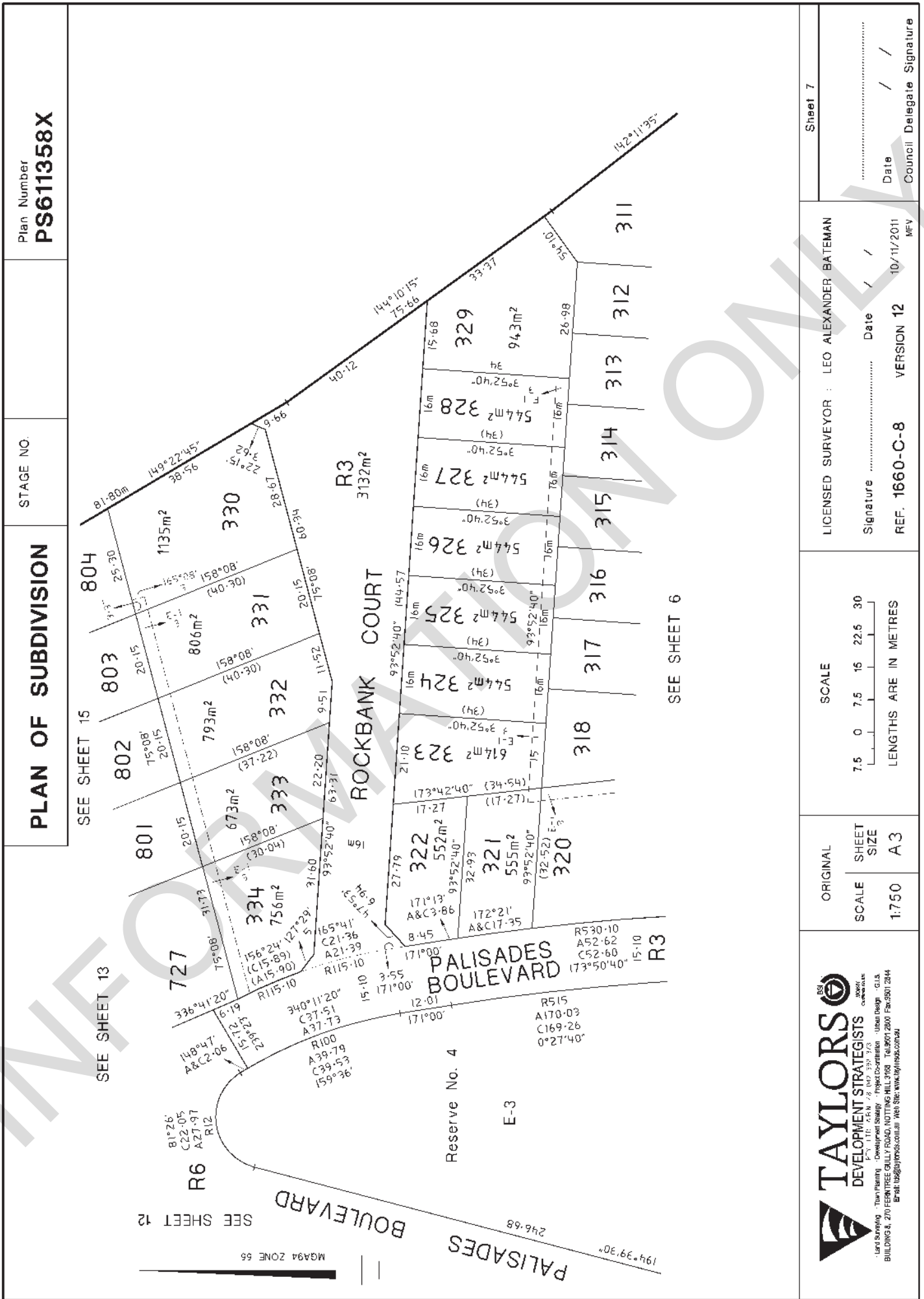
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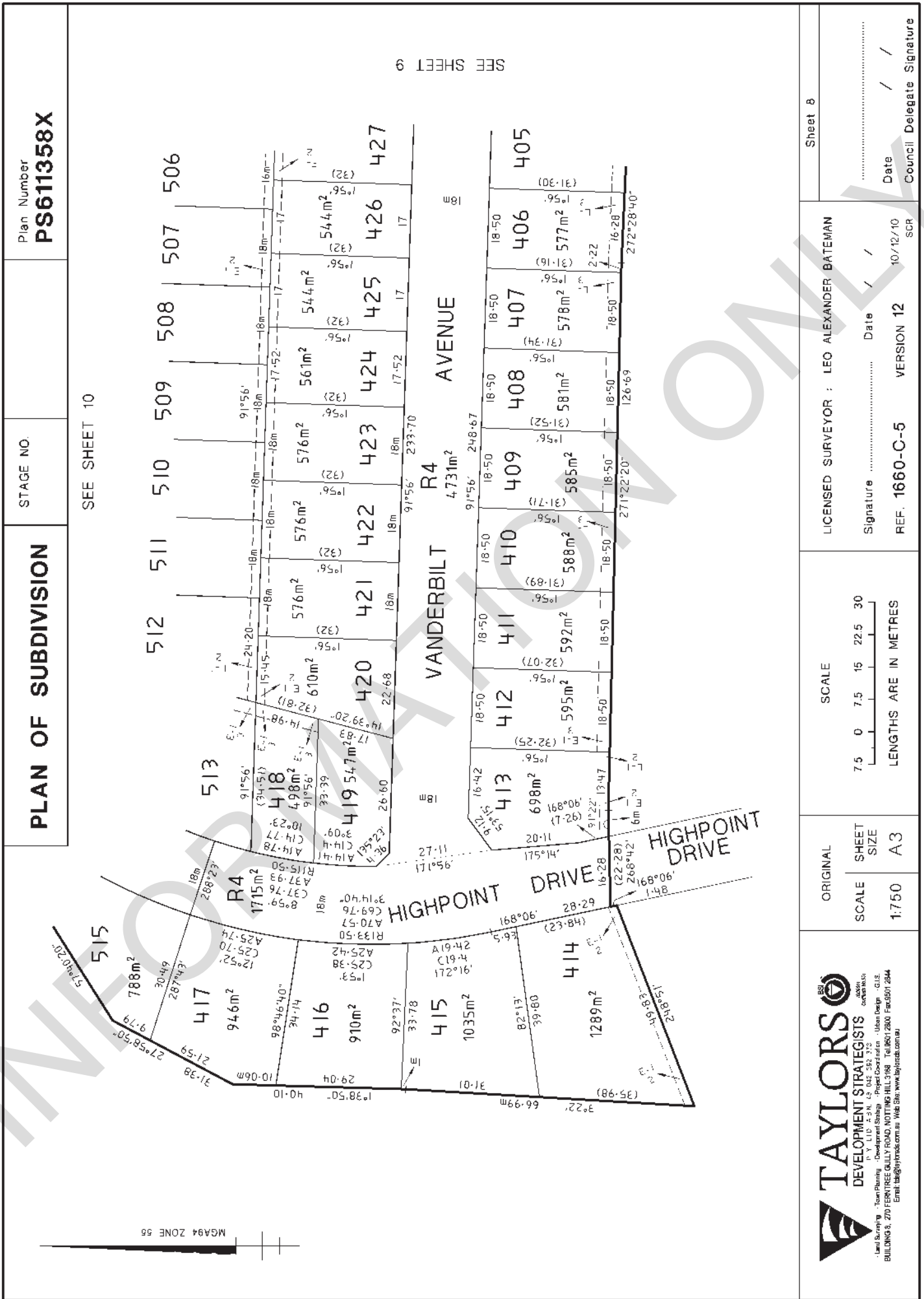
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DEVELOPMENT STRATEGISTS

Land Surveying Town Planning Development Strategy Project Coordination

BUILDING 3, 270 FERTREE GULLY ROAD, NOTTING HILL 3088 TEL: 0800 2800 FAX: 0800 2804

Email: info@taylorstrategists.co.nz Web Site: www.taylorstrategists.co.nz

Licensed Surveyor: LEO ALEXANDER BATEMAN

Signature: / Date: /

REF: 1660-C-5 VERSION 12 SCR

Date: / /

Council Delegate Signature







**PLAN OF SUBDIVISION**

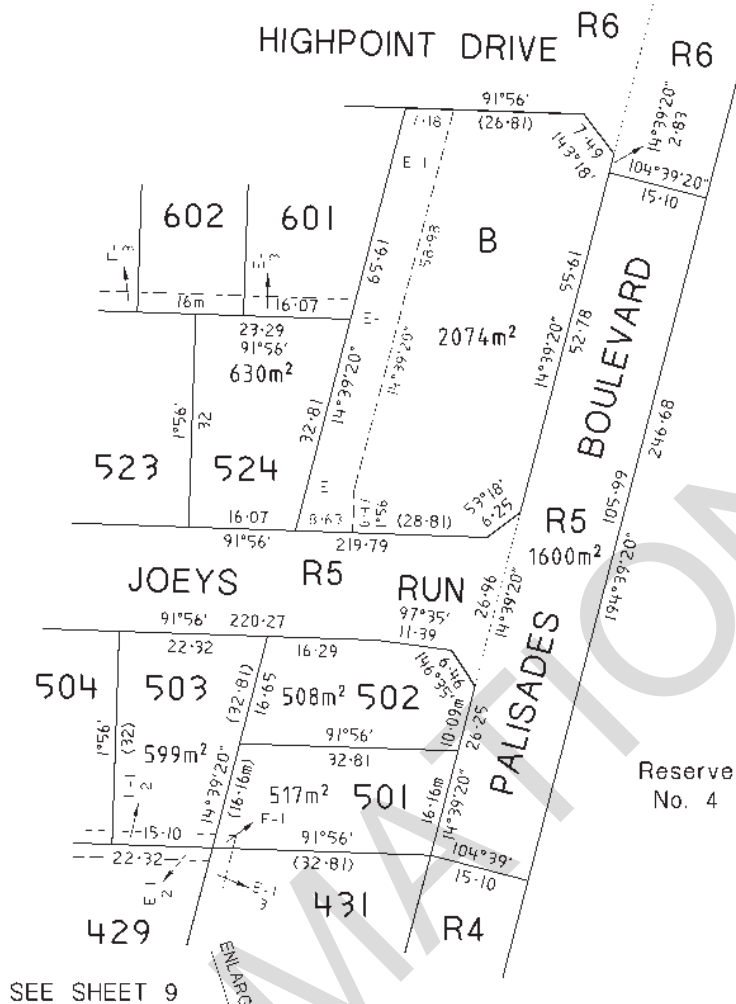
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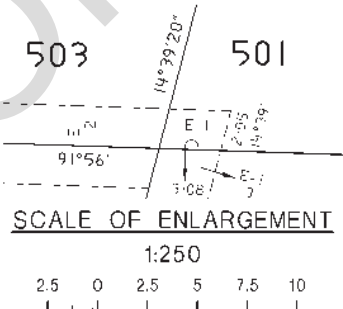
**PS611358X**

SEE SHEET 12

SEE SHEET 10



SEE SHEET 9



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BUILDING 8, 270 FERNTREE GULLY ROAD, NOTTING HILL 3188 Tel. 9501 2800 Fax. 9501 2844  
Email: tds@taylors.com.au Web Site: www.taylors.com.au

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LICENSED SURVEYOR : LEO ALEXANDER BATEMAN

Sheet 11

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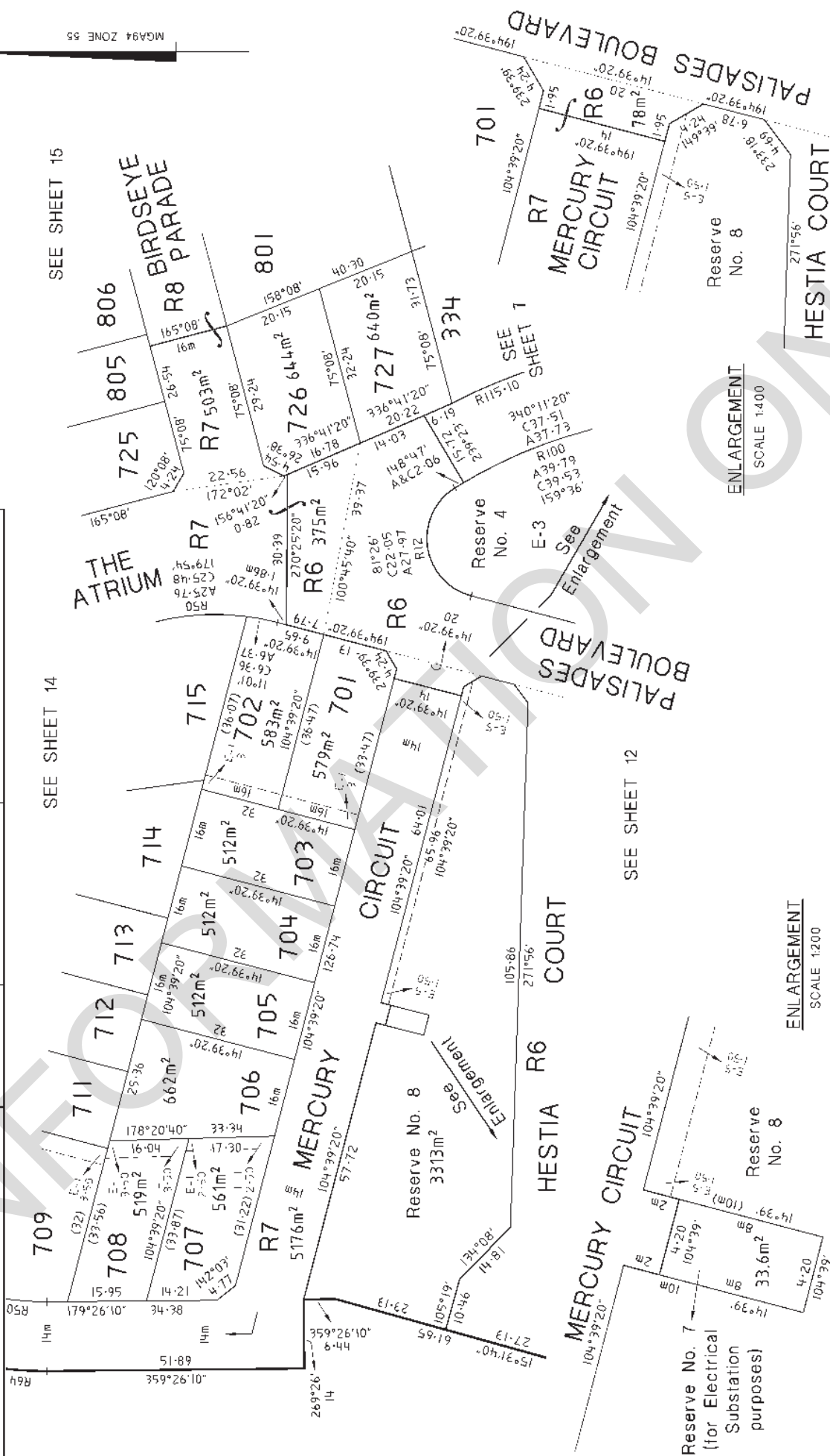


# PLAN OF SUBDIVISION

STAGE NO.

Plan Number

**PS611358X**



**TAYLORS**  
DEVELOPMENT STRATEGISTS  
525 117 45 N 78 000 320 343  
39621  
C. J. VAN NIEUWENHOF

• Land Surveying • Town Planning • Development Strategy • Project Coordination • Urban Design • GIS  
BUILDING 8, 270 FERN TREE GULLY ROAD, NOTTING HILL 3108 Tel: 9501 2800 Fax: 9501 2844  
Email: [info@topends.com.au](mailto:info@topends.com.au) Web Site: [www.topends.com.au](http://www.topends.com.au)

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REF. 1660-C-8  
VERSION 12  
10/11/2011

Sheet 13

Date \_\_\_\_\_

**Council Delegate Signatures**

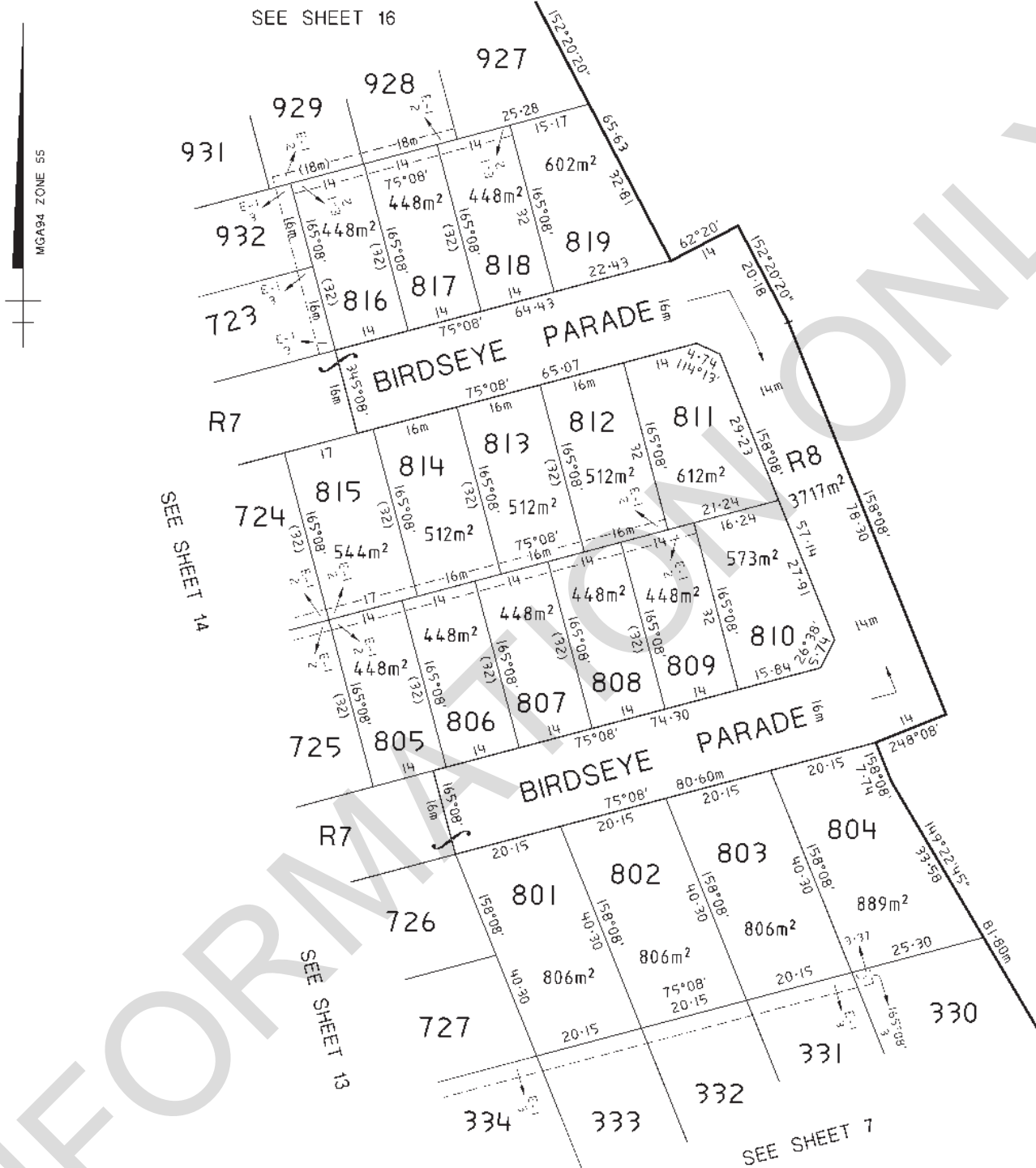


# PLAN OF SUBDIVISION

STAGE NO.

Plan Number

PS611358X



**TAYLORS**  
DEVELOPMENT STRATEGISTS

• Land Surveying • Town Planning • Development Strategy • Project Co-ordinator • Urban Design • G.I.S.  
 BUILDING 6, 270 FERNTREE GULLY ROAD, NOTTING HILL 3106 Tel:9501 2800 Fax:9501 2844  
 Email [ids@taylorjordan.com.au](mailto:ids@taylorjordan.com.au) Web Site: [www.taylorjordan.com.au](http://www.taylorjordan.com.au)

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LICENSED SURVEYOR : LEO ALEXANDER BATEMAN

Sheet 15

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VERSION

6/12/2011  
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Council Delegate Signature

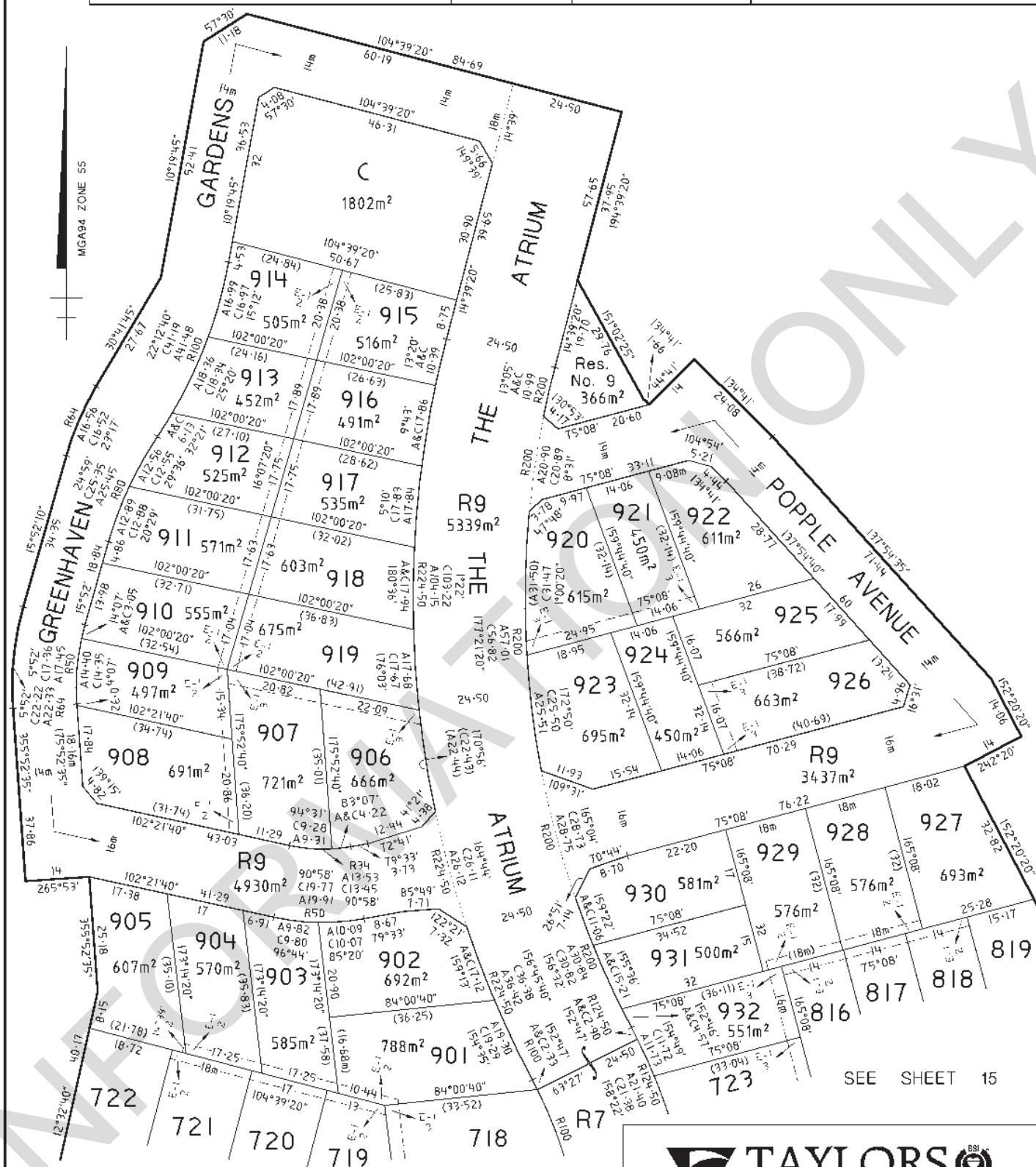


# PLAN OF SUBDIVISION

STAGE NO.

Plan Number

**PS611358X**



P.O. Box 46, 402 392 373  
Land Surveying · Town Planning · Development Strategy · Project Co-ordination · Urban Design · GIS  
BUILDING 6, 270 FERNETREE GULLY ROAD, NOTTING HILL 3186 Tel: 9501 2800 Fax: 9501 2844  
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Sheet 16

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Date / /

REF. 1660-C-9

VERSION

6/12/2011  
MFV

Date / /

Council Delegate Signature

**PLAN OF SUBDIVISION**

STAGE NO.

Plan Number

**PS611358X****CREATION OF RESTRICTION A**

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: Lot 101 on this plan.

LAND TO BENEFIT: All land in this plan.

**DESCRIPTION OF RESTRICTION**

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

1. Build or allow to be built or remain on the lot or any part of it more than one dwelling-house.
2. Build or permit to be built or remain on the lot or any part of it any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing No. AA1443. The provisions of the said MCP are incorporated into this restriction.
3. Build or allow to be built or remain on the lot or any part of it:
  - 3.1. Any building or structure other than a building or structure which has been constructed in accordance with plans, drawings, designs and specifications, which have first been approved in writing by Palisades Design Review Panel in accordance with Pask's Palisades Living Design Principles as amended from time to time ("Design Principles") a copy of which can be obtained from the website at [www.palisades.nevpask.com.au](http://www.palisades.nevpask.com.au); and
  - 3.2. Any building or structure other than a building or structure which complies with the provisions of the Design Principles.

Clauses 2 and 3 in this restriction will expire 7 years after the date of registration of this plan.



**TAYLORS**  
DEVELOPMENT STRATEGISTS



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 • Land Surveying • Town Planning • Development Strategy • Project Co-ordinator • Urban Design • G.I.S.  
 BUILDING 5, 270 FERNTREE GULLY ROAD, NOTTING HILL 3106 Tel: 9501 2800 Fax: 9501 2844  
 Email: [tds@taylors.com.au](mailto:tds@taylors.com.au) Web Site: [www.taylors.com.au](http://www.taylors.com.au)

ORIGINAL

SCALE

LICENSED SURVEYOR : LEO ALEXANDER BATEMAN

Sheet 17

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Date / /

REF. 1660-C-9

VERSION

6/12/2011  
MFV

Date / /  
 Council Delegate Signature

**PLAN OF SUBDIVISION**

STAGE NO.

Plan Number

**PS611358X****CREATION OF RESTRICTION B**

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: See tables below.

LAND TO BENEFIT: See tables below

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
201	202, 208
202	201, 203, 207
203	202, 204, 206
204	203, 205
205	204, 206
206	203, 205, 207
207	202, 206, 208
208	201, 207
209	210, 218
210	209, 211, 217
211	210, 212, 216
212	211, 213, 215, 216
213	212, 214, 215
214	213, 215
215	212, 213, 214, 216
216	211, 212, 215, 217
217	210, 216, 218

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
218	209, 217
219	220
220	219, 221
221	220, 222
222	221, 223
223	222, 224
224	223, 225
225	224, 226
226	225
227	228
228	227, 229
229	228, 230
230	229, 231
231	230, 232
232	231, 233, 234
233	232, 234
234	232, 233

**DESCRIPTION OF RESTRICTION**

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

1. Build or allow to be built or remain on the lot or any part of it more than one dwelling-house.
2. Build or permit to be built or remain on the lot or any part of it any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing No. AA1444. The provisions of the said MCP are incorporated into this restriction.
3. Build or allow to be built or remain on the lot or any part of it:
  - 3.1. Any building or structure other than a building or structure which has been constructed in accordance with plans, drawings, designs and specifications, which have first been approved in writing by Palisades Design Review Panel in accordance with Pask's Palisades Living Design Principles as amended from time to time ("Design Principles") a copy of which can be obtained from the website at [www.palisades.nevpask.com.au](http://www.palisades.nevpask.com.au); and
  - 3.2. Any building or structure other than a building or structure which complies with the provisions of the Design Principles.

Clauses 2 and 3 in this restriction will expire 7 years after the date of registration of this plan.



ORIGINAL

SCALE

LICENSED SURVEYOR : LEO ALEXANDER BATEMAN

Sheet 18

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6/12/2011  
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Date / /

Council Delegate Signature



**PLAN OF SUBDIVISION**

STAGE NO.

Plan Number

**PS611358X****CREATION OF RESTRICTION C**

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: See tables below.

LAND TO BENEFIT: See tables below.

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
301	302, 303
302	301, 303
303	301, 302, 304
304	303, 305
305	304, 306
306	305, 307
307	306, 308
308	307
309	310
310	309, 311
311	310, 312, 329
312	311, 313, 329
313	312, 314, 328, 329
314	313, 315, 327, 328
315	314, 316, 326, 327
316	315, 317, 325, 326
317	316, 318, 324, 325

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
318	317, 319, 320, 323, 324
319	318, 320
320	318, 319, 321
321	320, 322, 323
322	321, 323
323	318, 321, 322, 324
324	317, 318, 323, 325
325	316, 317, 324, 326
326	315, 316, 325, 327
327	314, 315, 326, 328
328	313, 314, 327, 329
329	311, 312, 313, 328
330	331
331	330, 332
332	331, 333
333	332, 334
334	333

**DESCRIPTION OF RESTRICTION**

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

1. Build or allow to be built or remain on the lot or any part of it more than one dwelling-house.
2. Build or permit to be built or remain on the lot or any part of it any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing No. AA1529. The provisions of the said MCP are incorporated into this restriction.
3. Build or allow to be built or remain on the lot or any part of it:
  - 3.1. Any building or structure other than a building or structure which has been constructed in accordance with plans, drawings, designs and specifications, which have first been approved in writing by Palisades Design Review Panel in accordance with Pask's Palisades Living Design Principles as amended from time to time ("Design Principles") a copy of which can be obtained from the website at [www.palisades.nevpask.com.au](http://www.palisades.nevpask.com.au); and
  - 3.2. Any building or structure other than a building or structure which complies with the provisions of the Design Principles.

Clauses 2 and 3 in this restriction will expire 7 years after the date of registration of this plan.



ORIGINAL		SCALE		LICENSED SURVEYOR : LEO ALEXANDER BATEMAN		Sheet 19	
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**PLAN OF SUBDIVISION**

STAGE NO.

Plan Number

**PS611358X****CREATION OF RESTRICTION D**

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: See tables below.

LAND TO BENEFIT: See tables below.

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
401	402, 432
402	401, 403
403	402, 404
404	403, 405
405	404, 406
406	405, 407
407	406, 408
408	407, 409
409	408, 410
410	409, 411
411	410, 412
412	411, 413
413	412
414	415
415	414, 416
416	415, 417

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
417	416
418	419, 420
419	418, 420
420	418, 419, 421
421	420, 422
422	421, 423
423	422, 424
424	423, 425
425	424, 426
426	425, 427
427	426, 428
428	427, 429
429	428, 430, 431
430	429, 431
431	429, 430
432	401

**DESCRIPTION OF RESTRICTION**

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

1. Build or allow to be built or remain on the lot or any part of it more than one dwelling-house.
2. Build or permit to be built or remain on the lot or any part of it any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing No. AA1594. The provisions of the said MCP are incorporated into this restriction.
3. Build or allow to be built or remain on the lot or any part of it:
  - 3.1. Any building or structure other than a building or structure which has been constructed in accordance with plans, drawings, designs and specifications, which have first been approved in writing by Palisades Design Review Panel in accordance with Pask's Palisades Living Design Principles as amended from time to time ("Design Principles") a copy of which can be obtained from the website at [www.palisades.nevpsk.com.au](http://www.palisades.nevpsk.com.au); and
  - 3.2. Any building or structure other than a building or structure which complies with the provisions of the Design Principles.

Clauses 2 and 3 in this restriction will expire 7 years after the date of registration of this plan.



**TAYLORS**  
DEVELOPMENT STRATEGISTS  
Pty. Ltd. ABN 46 642 392 373  
LICENCED  
Landata 16/01/2011

Land Surveying · Town Planning · Development Strategy · Project Co-ordination · Urban Design · G.I.S.  
BUILDING 6, 276 FERNTREE GULLY ROAD, NOTTING HILL 3186 Tel: 9501 2900 Fax: 9501 2644  
Email: [tds@taylors.com.au](mailto:tds@taylors.com.au) Web Site: [www.taylors.com.au](http://www.taylors.com.au)

ORIGINAL

SCALE

LICENSED SURVEYOR : LEO ALEXANDER BATEMAN

Sheet 20

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Date / /

Council Delegate Signature

**PLAN OF SUBDIVISION**

STAGE NO.

Plan Number

**PS611358X****CREATION OF RESTRICTION E**

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: See tables below.

LAND TO BENEFIT: See tables below

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
501	502, 503
502	501, 503
503	501, 502, 504
504	503, 505
505	504, 506
506	505, 507
507	506, 508
508	507, 509
509	508, 510
510	509, 511
511	510, 512
512	511, 513, 514

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
513	512, 514
514	512, 513
515	513, 514
516	517
517	516, 518
518	517, 519
519	518, 520
520	519, 521
521	520, 522
522	521, 523
523	522, 524
524	523, B

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

1. Build or allow to be built or remain on the lot or any part of it more than one dwelling-house.
2. Build or permit to be built or remain on the lot or any part of it any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing No.AA1617. The provisions of the said MCP are incorporated into this restriction.
3. Build or allow to be built or remain on the lot or any part of it:
  - 3.1. Any building or structure other than a building or structure which has been constructed in accordance with plans, drawings, designs and specifications, which have first been approved in writing by Palisades Design Review Panel in accordance with Pask's Palisades Living Design Principles as amended from time to time ("Design Principles") a copy of which can be obtained from the website at [www.palisades.nevpsk.com.au](http://www.palisades.nevpsk.com.au); and
  - 3.2. Any building or structure other than a building or structure which complies with the provisions of the Design Principles.

Clauses 2 and 3 in this restriction will expire 7 years after the date of registration of this plan.



**TAYLORS**  
DEVELOPMENT STRATEGISTS  
Pty. Ltd. ABN 46 642 392 373  
LICENCED SURVEYOR (NSW)

Land Surveying · Town Planning · Development Strategy · Project Co-ordination · Urban Design · G.I.S.  
BUILDING 6, 276 FERNTREE GULLY ROAD, NOTTING HILL 3186 Tel:9501 2900 Fax:9501 2644  
Email: [tds@taylors.com.au](mailto:tds@taylors.com.au) Web Site: [www.taylors.com.au](http://www.taylors.com.au)

ORIGINAL

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LICENSED SURVEYOR : LEO ALEXANDER BATEMAN

Sheet 21

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Date / /

Council Delegate Signature



**PLAN OF SUBDIVISION**

STAGE NO.

Plan Number

**PS611358X****CREATION OF RESTRICTION F**

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: See tables below.

LAND TO BENEFIT: See tables below.

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
601	602
602	601, 603
603	602, 604
604	603, 605
605	604, 606
606	605, 607
607	606
608	609, 614, 615, A
609	608, 610, 615, 616
610	609, 611, 616, 617
611	610, 612, 617
612	611, 613, 618

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
613	612, 618
614	608, 615, A
615	608, 609, 614, 616
616	609, 610, 615, 617
617	610, 611, 616, 618
618	612, 613, 617

**DESCRIPTION OF RESTRICTION**

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

- Build or allow to be built or remain on the lot or any part of it more than one dwelling-house.
- Build or permit to be built or remain on the lot or any part of it any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing No. AA1806. The provisions of the said MCP are incorporated into this restriction.
- Build or allow to be built or remain on the lot or any part of it:
  - Any building or structure other than a building or structure which has been constructed in accordance with plans, drawings, designs and specifications, which have first been approved in writing by Palisades Design Review Panel in accordance with Pask's Palisades Living Design Principles as amended from time to time ("Design Principles") a copy of which can be obtained from the website at [www.palisades.nevpask.com.au](http://www.palisades.nevpask.com.au); and
  - Any building or structure other than a building or structure which complies with the provisions of the Design Principles.

Clauses 2 and 3 in this restriction will expire 7 years after the date of registration of this plan.



ORIGINAL

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LICENSED SURVEYOR : LEO ALEXANDER BATEMAN

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Date / /  
Council Delegate Signature

**PLAN OF SUBDIVISION**

STAGE NO.

Plan Number

**PS611358X****CREATION OF RESTRICTION G**

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: See tables below.

LAND TO BENEFIT: See tables below

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
701	702, 703
702	701, 703, 714, 715
703	701, 702, 704, 714
704	703, 705, 713, 714
705	704, 706, 712, 713
706	705, 707, 708, 711, 712
707	706, 708
708	706, 707, 709, 711
709	708, 710, 711
710	709, 711
711	706, 708, 709, 710, 712
712	705, 706, 711, 713
713	704, 705, 712, 714
714	702, 703, 704, 713, 715, 716

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
715	702, 714, 716
716	714, 715
717	718, 719
718	717, 719
719	717, 718, 720
720	719, 721
721	720, 722
722	721
723*	724
724	725
725	724
726	727
727	726

**DESCRIPTION OF RESTRICTION**

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

1. Build or allow to be built or remain on the lot or any part of it more than one dwelling-house.
2. Build or permit to be built or remain on the lot or any part of it any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing No. AA1849. The provisions of the said MCP are incorporated into this restriction.
3. Build or allow to be built or remain on the lot or any part of it:
  - 3.1. Any building or structure other than a building or structure which has been constructed in accordance with plans, drawings, designs and specifications, which have first been approved in writing by Palisades Design Review Panel in accordance with Pask's Palisades Living Design Principles as amended from time to time ("Design Principles") a copy of which can be obtained from the website at [www.palisades.nevpask.com.au](http://www.palisades.nevpask.com.au); and
  - 3.2. Any building or structure other than a building or structure which complies with the provisions of the Design Principles.

Burdened Lots marked \* in the table above are exempt from the building envelope controls under Memorandum of Common Provisions (MCP) registered in Dealing No. AA1849, but only in so far as directed by Whittlesea Planning Permit 715112.

Clauses 2 and 3 in this restriction will expire 7 years after the date of registration of this plan.



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LICENSED SURVEYOR : LEO ALEXANDER BATEMAN

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Date / /  
Council Delegate Signature

**PLAN OF SUBDIVISION**

STAGE NO.

Plan Number

**PS611358X****CREATION OF RESTRICTION H**

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: See tables below.

LAND TO BENEFIT: See tables below.

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
801	802
802	801, 803
803	802, 804
804	803
805	806, 815
806	805, 807, 814, 815
807	806, 808, 813, 814
808	807, 809, 812, 813
809	808, 810, 811, 812
810	809, 811
811	809, 810, 812
812	808, 809, 811, 813
813	807, 808, 812, 814
814	806, 807, 813, 815

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
815	805, 806, 814
816	817
817	816, 818
818	817, 819
819	818

**DESCRIPTION OF RESTRICTION**

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

1. Build or allow to be built or remain on the lot or any part of it more than one dwelling-house.
2. Build or permit to be built or remain on the lot or any part of it any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing No. AA1850. The provisions of the said MCP are incorporated into this restriction.
3. Build or allow to be built or remain on the lot or any part of it:
  - 3.1. Any building or structure other than a building or structure which has been constructed in accordance with plans, drawings, designs and specifications, which have first been approved in writing by Palisades Design Review Panel in accordance with Pask's Palisades Living Design Principles as amended from time to time ("Design Principles") a copy of which can be obtained from the website at [www.palisades.nevpask.com.au](http://www.palisades.nevpask.com.au); and
  - 3.2. Any building or structure other than a building or structure which complies with the provisions of the Design Principles.

Clauses 2 and 3 in this restriction will expire 7 years after the date of registration of this plan.



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LICENSED SURVEYOR : LEO ALEXANDER BATEMAN

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6/12/2011  
MFV

Date / /  
Council Delegate Signature



**PLAN OF SUBDIVISION**

STAGE NO.

Plan Number

**PS611358X****CREATION OF RESTRICTION I**

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: See tables below.

LAND TO BENEFIT: See tables below.

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
901	902, 903
902	901, 903
903	901, 902, 904
904	903, 905
905	904
906	907, 919
907	906, 908, 909, 919
908	907, 909
909	907, 908, 910
910	909, 911, 919
911	910, 912, 918
912	911, 913, 917
913	912, 914, 916
914	913, 915, C
915	914, 916, C
916	913, 915, 917

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
917	912, 916, 918
918	911, 917, 919
919	906, 907, 910, 918
920	921, 923, 924
921	920, 922, 924, 925
922	921, 925
923	920, 924
924	920, 921, 923, 925, 926
925	921, 922, 924, 926
926	924, 925
927	928
928	927, 929
929	928, 930, 931
930	929, 931
931	929, 930, 932
932	929, 931

**DESCRIPTION OF RESTRICTION**

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

1. Build or allow to be built or remain on the lot or any part of it more than one dwelling-house.
2. Build or permit to be built or remain on the lot or any part of it any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing No. AA1851. The provisions of the said MCP are incorporated into this restriction.
3. Build or allow to be built or remain on the lot or any part of it:
  - 3.1. Any building or structure other than a building or structure which has been constructed in accordance with plans, drawings, designs and specifications, which have first been approved in writing by Palisades Design Review Panel in accordance with Pask's Palisades Living Design Principles as amended from time to time ("Design Principles") a copy of which can be obtained from the website at [www.palisades.nevpask.com.au](http://www.palisades.nevpask.com.au); and
  - 3.2. Any building or structure other than a building or structure which complies with the provisions of the Design Principles.

Clauses 2 and 3 in this restriction will expire 7 years after the date of registration of this plan.



ORIGINAL

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LICENSED SURVEYOR : LEO ALEXANDER BATEMAN

Sheet 25

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VERSION

6/12/2011  
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Date / /  
Council Delegate Signature

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

**PLAN NUMBER****PS611358X**

MASTER PLAN (STAGE 1) REGISTERED DATE 25/5/2010 TIME 12.36

**WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.  
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.**

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S2	LOTS 201-234(B.I) RESERVE NO.1-3(B.I.) AND ROAD R2	STAGE PLAN	PS611358X/S2	25/5/10	2	TT.O
WHOLE PLAN		RECTIFICATION	AH358706C	13/7/10	3	MAB
LOT S3	LOTS 301-334, S4, RESERVES 4 & 5, ROAD R3	STAGE PLAN	PS611358X/S3	16/11/10	4	DP
LOT S4	LOTS 401 - 432, S5 & ROAD R4	STAGE PLAN	PS611358X/S4	30/11/10	5	RH
LOT S5	LOT 501 to 524, LOT B, LOT S6, RESERVE 6 & ROAD R5	STAGE PLAN	PS611358X/S5	17/12/10	6	NL
LOT S6	LOTS 601 TO 618 (B.I), LOT A, LOT S7, RESERVE NO.7 & ROAD R6	STAGE PLAN	PS611358X/S6	6/10/11	7	GV
LOT S7	LOTS 701 TO 727, LOT S8, ROAD R7 & RESERVE NO. 8	STAGE PLAN	PS611358X/S7	29/11/11	8	LJW
LOT S8	LOTS 801 TO 819, LOT S9 & ROAD R8	STAGE PLAN	PS611358X/S8	30/11/11	9	LJW
LOT S9	LOTS 901 TO 932, LOT C ROAD R9 & RESERVE No.9	STAGE PLAN	PS611358X/S9	22/12/11	10	RH
---	---	RECTIFICATION	AJ575478J	29/3/12	11	NF07
LOT C		REMOVAL OF EASEMENT	PS641472F	2/12/14	12	RGM
LOT 723	-	VARIATION OF RESTRICTION	AM106356T	24/08/15	13	B.J.S.


## MEMORANDUM OF COMMON PROVISIONS

Section 91A Transfer of Land Act 1958

Lodged by: COOPER GRACE WARD

Name: KATE

Customer Code: 1807T

<b>AA1444</b>		
12/04/2010	\$51.40	MCP
		

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

### PROVISIONS

ALL THOSE PROVISIONS IN THE ATTACHED PAGES NUMBERED 1 TO 19 (INCLUSIVE)

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



ASSISTANT REGISTRAR OF TITLES

DATE: 12 APRIL 2010

PAGE 1.

Approval No.325955A

# MCP



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



## **Plan of Subdivision PS:611358X – Building Envelopes**

Any building on lots 201 to 234 within subdivision plan PS611358X must be contained within the building envelopes shown on the attached plans and specifications, defined by the associated setback profiles and written notes contained therein.

### **1. Text of restrictions**

The matters which are restricted by the building envelopes are:

#### **1.1 Minimum street setback**

Buildings including a dwelling and a garage on the lot must be set back from the main street frontage by the minimum distance noted on the plan, or if no front setback dimension is shown on the plan, at least 5.5 metres from the main street frontage, or 6 metres in the case of a garage.

On lots with more than one street frontage, a dwelling must be setback a minimum of 2 metres from any frontage other than the main street frontage, or, if applicable, the minimum distance noted on the plan. The garage must be set back no less than 6 metres from any street boundary.

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

- a. verandas, porches (other than on the main street frontage of the building) and unroofed balconies that have a maximum height of not more than 4.6 metres above the natural ground level;
- b. open pergolas that have a maximum height of not more than 3.6 metres above natural ground level;
- c. eaves, fascia and gutters;
- d. sunblinds and shade sails;
- e. screens referred to in regulations 419(5)(d) or 419(6) of the Building Regulations 2006; or
- f. decks, steps or landings (less than 800mm in height),

provided such features are permitted under the Projects Living Design Principles (being the design covenants for the Palisades estate referenced on subdivision plan PS611358X).

#### **1.2 Building height**

The height of a building must not exceed the maximum building height shown in setback profiles specified on the plan. Maximum building heights between specified points on a setback profile lie on a straight line drawn between the two specified points within a profile. Maximum building heights between profiles lie on a straight line drawn between the closest of the two profiles.





### **1.3 Side and rear setbacks**

#### ***Side setbacks***

A building on the lot must be set back from a side boundary not less than the distances specified in setback profiles described in this document and shown on plan by a setback identifier code, or the distance specified in a side setback dimension written on the plan.

If no side setback profile or dimension on a plan indicates the minimum side setback, any building on the lot must be setback from its side boundaries in accordance with regulations 409 (corner lots), 414 and 415 in Part 4 of the *Building Regulations 2006*.

#### ***Rear setbacks***

Rear setbacks apply to any wall of a building where a setback is not indicated by a setback profile code or a setback dimension written on the plan and the wall is not facing the side boundary of the lot.

A rear wall of a building not exceeding 3.6 metres in height must be set back from the rear boundary not less than 3 metres.

A rear wall of a building exceeding 3.6 metres in height must be set back from the rear boundary by not less than 5.5 metres.

The maximum height of a building facing a rear boundary must not exceed the maximum building height allowed by the side envelope profile, or a height limit for a rear setback as dimensioned on the plan.

#### ***Encroachments***

The following may encroach into the specified side and rear setback distances by not more than 600mm:

- Porches and verandahs;
- Masonry chimneys;
- Sunblinds;
- Screens, but only to the extent needed to protect a neighbouring property from a direct view;
- Flues and pipes;
- Domestic fuel tanks and water tanks; or
- Heating and cooling equipment and other services,

provided such features are permitted under the Projects Living Design Principles.

The following may encroach into the specified setback distances:

- Landings with an area of not more than 2 square metres and less than 800mm high;
- Unroofed stairways and ramps;
- Pergolas;



- Shade sails;
- Eaves, fascia, gutters not more than 600mm in total width; or
- Outbuildings not more than 10m<sup>2</sup> in area,

provided such features are permitted under the Projects Living Design Principles.

Side and rear setbacks from boundaries that are shared with lots which are not beneficiaries of this restriction are not dealt with by this building envelope except where annotated on the plan.

#### 1.4 Overlooking Building Regulation 2006 – Clause 419

##### ***Views from habitable room windows, decks or raised open spaces***

If a habitable room window, deck or raised open space is within an overlooking zone in a setback profile or indicated on the plan, and has a floor level of 800mm or greater above ground level, it must be screened to 1.7m above the floor level. In the case of a rear boundary then the above rule applies within 5.5m of the boundary.

##### ***Screening a view***

A view can be screened by the use of fencing, obscure glazing and other screening devices approved as per the building regulations and the Projects Living Design Principles.

#### 1.5 Daylight to new habitable room windows

Walls containing habitable room windows must be set back from the boundaries of the lot to allow a horizontal distance of at least 1 metre clear to the sky from the boundary.

Habitable room windows must face an outdoor space or light court with a minimum area of 3m<sup>2</sup> and minimum dimension of 1m clear to the sky, not including land on an adjoining allotment, or a verandah on the lot if it is open for at least one-third of its perimeter, or a carport on the lot if it has two or more of its sides open or is open for at least one-third of its perimeter.

A side of a carport or verandah is considered to be open if its roof covering adjacent to that side is not less than 500mm from another building on the lot or the boundary of an adjoining lot.

##### ***Notes on the Restrictions***

1. Ground level after engineering works associated with subdivision to be regarded as natural ground level.
2. In case of a conflict between the plan (Building Envelopes) and the profile diagrams, the setback notations on the plan shall prevail.
3. In the case of conflict between the plan or profile diagrams and these written notations, the specifications in the written notations prevail.
4. Buildings must not cover registered easements unless provided for by the easement.

5. The Projects Living Design Principles prevail to the extent of any inconsistency with the written notations.

General Definitions

If not defined above, the words below shall have the meaning attributed to them in the document identified:

In the *Building Act* 1993:

- Building
- Lot

In Part 4 of *Building Regulations* 2006:

- Clear to the sky
- Height
- Private open space
- Recreational private open space
- Raised open space
- Secluded private open space
- Setback
- Site coverage
- Window
- Single dwelling
- North (true north)

In the *Victoria Planning Provisions*, 31 October, 2002:

- Frontage (Clause 72)
- Dwelling (Clause 74)
- Habitable room (Clause 72)
- Storey (Clause 72)

Additional Definitions

**Front street or Main street frontage**

The street frontage that allows the most direct access to the front door.

**Side Boundary**

A boundary of a lot that runs between and connects the street frontage of the lot to the rear boundary of the lot.

**Street**

For the purposes of determining street setbacks, street means any road other than a lane, footway, alley or right of way.

**Standard lot**

A single lot that accommodates a freestanding house detached from adjoining houses and of an individual style. A standard lot can also include provision for single storey non-common boundary walls and which do not have to be in contact with an adjoining structure.

AA1444

12/04/2010 \$51.40 MCP






## 2. Diagrams and plans

### 2.1 Explanation of symbols and terms in profile diagrams and plans

The following symbols have been used in the templates:

Building Envelope Profile Identifier	Components of Building Envelope Profile Identifier
	A = Building Envelope Profile Type



Single Storey Building Envelope (wall height not exceeding 3.6m)



Building to Boundary Zone

#### Double Storey Building Envelope



Overlooking Zone – Habitable room windows or raised open spaces are a source of overlooking

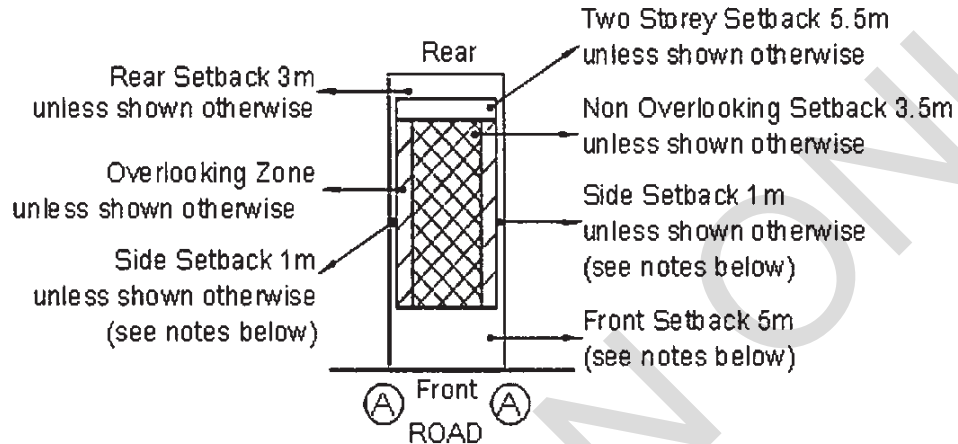


Non-Overlooking Zone – Habitable room windows or raised open spaces are not a source of overlooking.



## 2.2 Diagram illustrating the interpretation of the building envelope diagrams

### Legend of Typical Building Envelope Setbacks



#### Notes

- The front and side setbacks are measured to the outermost walls of the building.
- The garage door must be setback 6 metres from the front boundary.
- The setback to a side street boundary for a corner lot is 2 metres.
- The profile types (A) (B) are defined in Memorandum of Common Provisions

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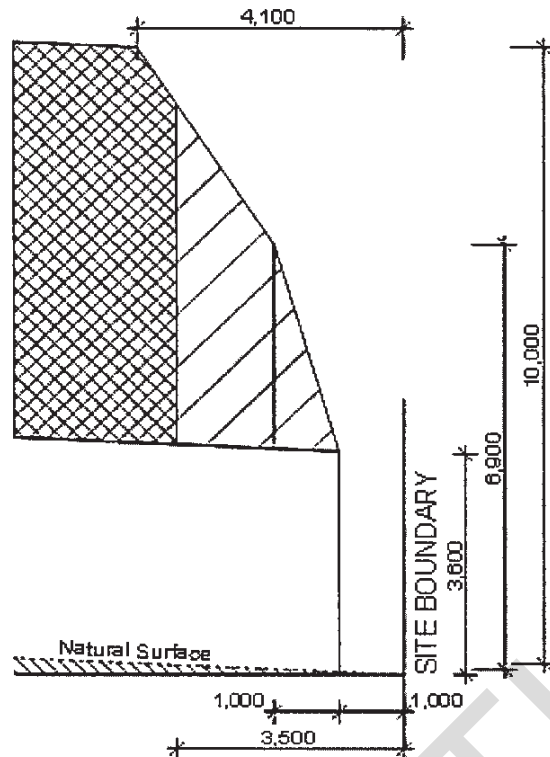




## 2.3 Profiles Referenced in building envelope diagrams

### PROFILE A

NORTH, EAST OR WEST BOUNDARY



Natural surface rising from side boundary

#### SINGLE STOREY BUILDING ENVELOPE HATCH TYPES



Single Storey Building Envelope  
(wall height not exceeding 3.6m)

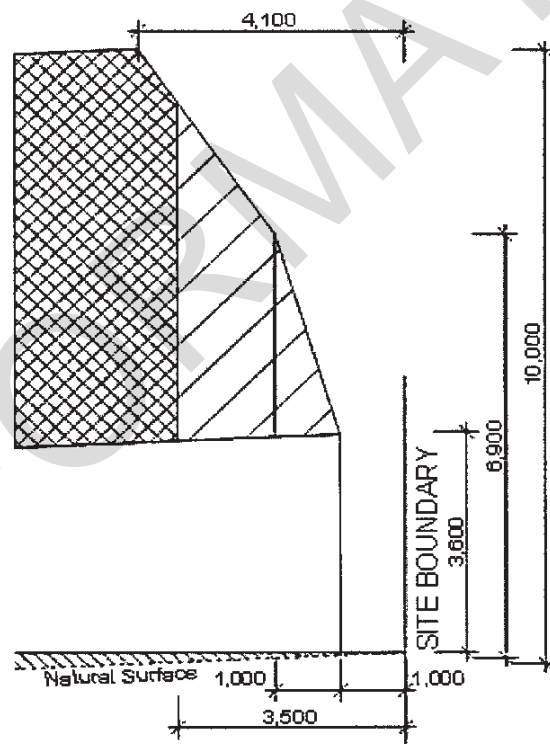
#### DOUBLE STOREY BUILDING ENVELOPE HATCH TYPES



Overlooking Zone  
Habitable room windows or  
raised open spaces are a source  
of overlooking

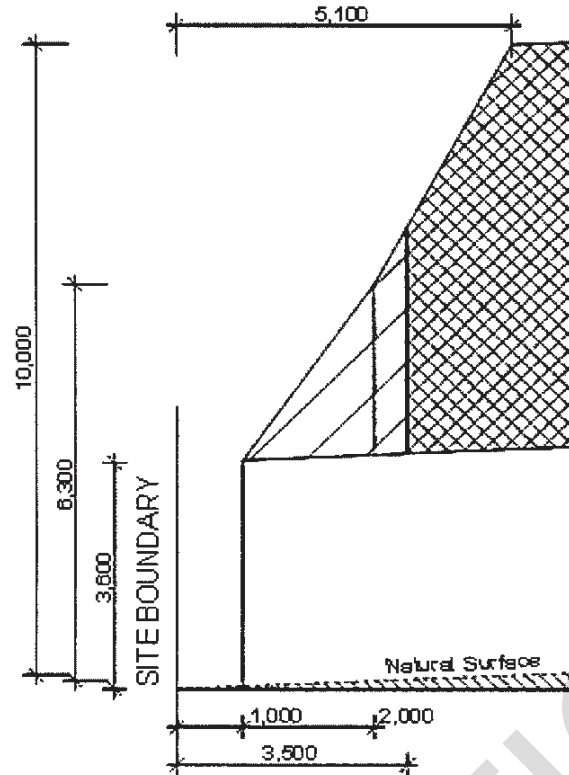


Non Overlooking Zone  
Habitable room windows or  
raised open spaces are not a  
source of overlooking



Natural surface falling from side boundary

## 2.3 Profiles Referenced in building envelope diagrams



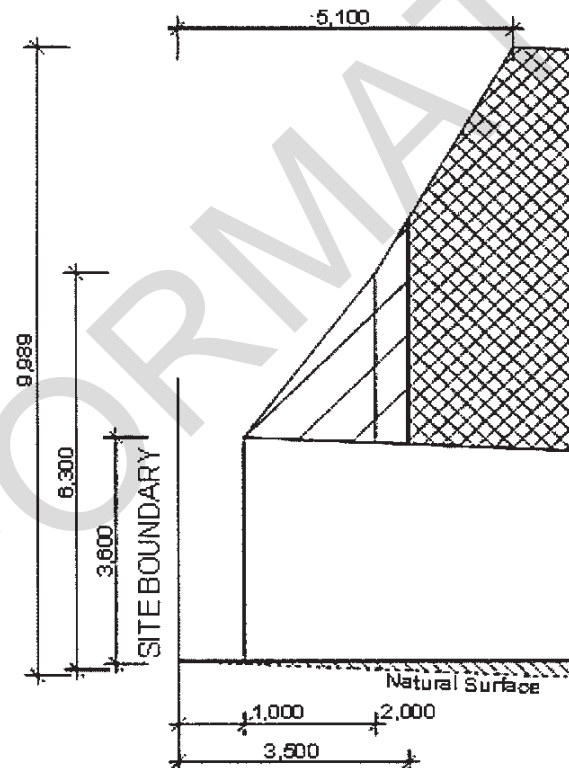
## PROFILE B

SOUTH BOUNDARY

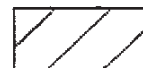
### SINGLE STOREY BUILDING ENVELOPE HATCH TYPES


 Single Storey Building Envelope  
(wall height not exceeding 3.6m)

Natural surface rising from side boundary



### DOUBLE STOREY BUILDING ENVELOPE HATCH TYPES

 Overlooking Zone  
Habitable room windows or  
raised open spaces are a source  
of overlooking

 Non Overlooking Zone  
Habitable room windows or  
raised open spaces are not a  
source of overlooking

Natural surface falling from side boundary



## 2.3 Profiles Referenced in building envelope diagrams

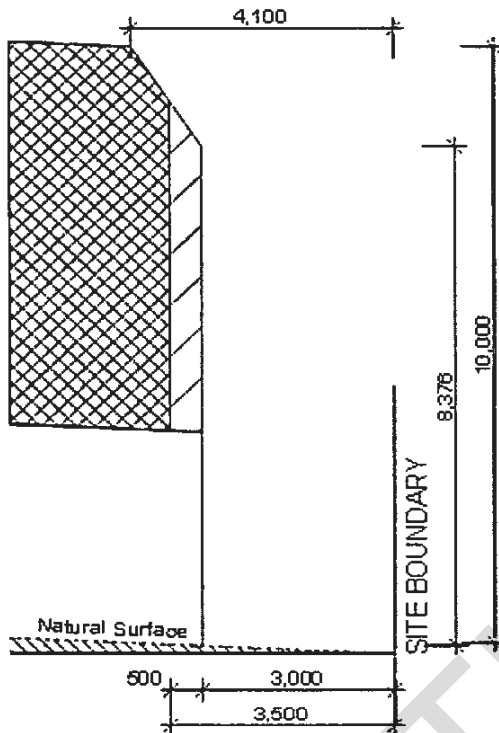
### PROFILE C

NORTH, EAST OR WEST BOUNDARY

#### SINGLE STOREY BUILDING ENVELOPE HATCH TYPES



Single Storey Building Envelope  
(wall height not exceeding 3.6m)



Natural surface rising from side boundary

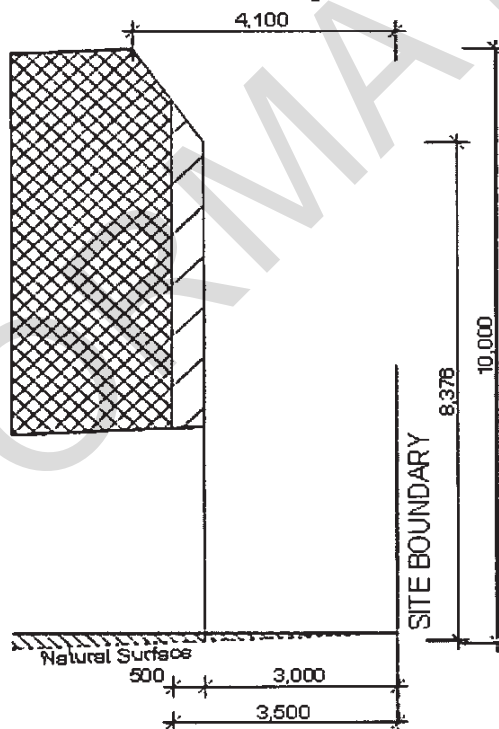
#### DOUBLE STOREY BUILDING ENVELOPE HATCH TYPES



Overlooking Zone  
Habitable room windows or  
raised open spaces are a source  
of overlooking



Non Overlooking Zone  
Habitable room windows or  
raised open spaces are not a  
source of overlooking

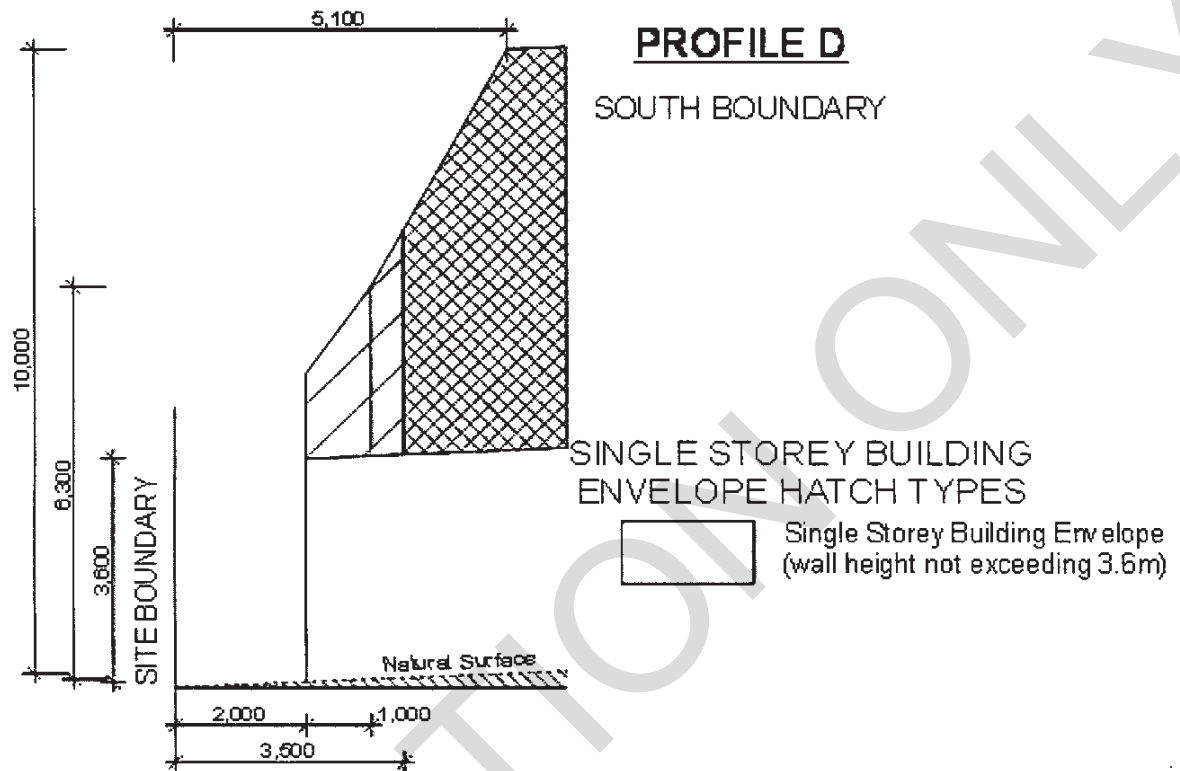


Natural surface falling from side boundary

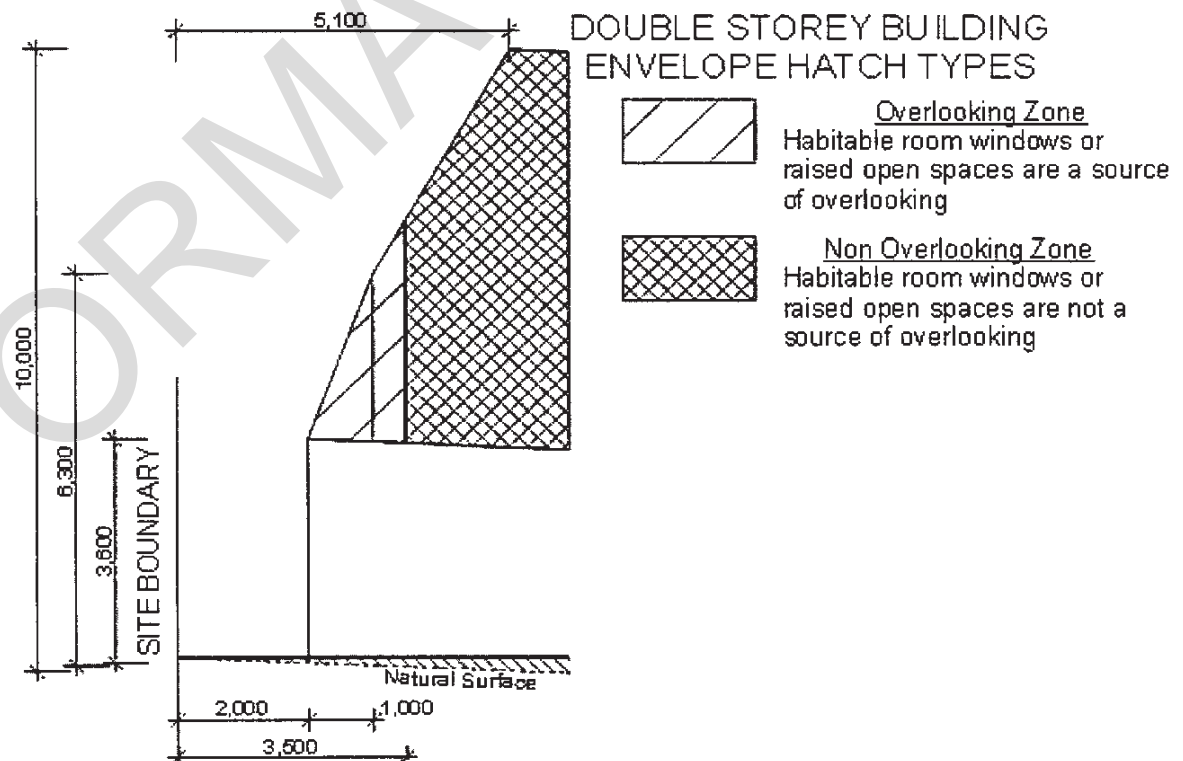




## 2.3 Profiles Referenced in building envelope diagrams



Natural surface rising from side boundary



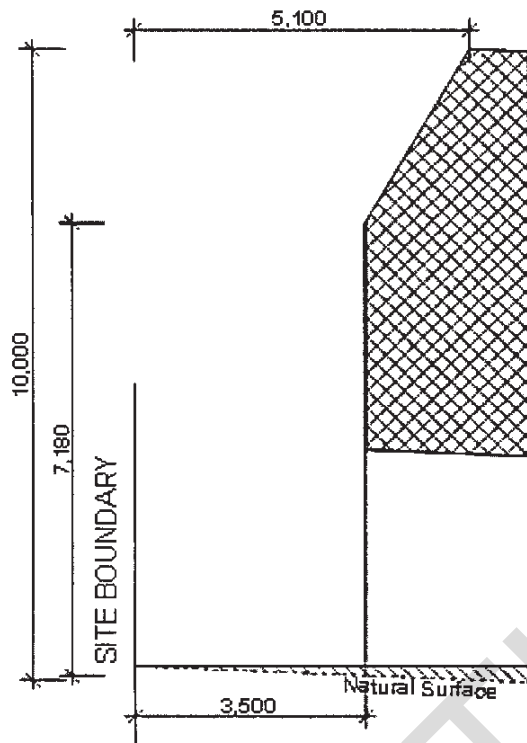
Natural surface falling from side boundary



## 2.3 Profiles Referenced in building envelope diagrams

### PROFILE E

SOUTH BOUNDARY



Natural surface rising from side boundary

### SINGLE STOREY BUILDING ENVELOPE HATCH TYPES



Single Storey Building Envelope  
(wall height not exceeding 3.6m)

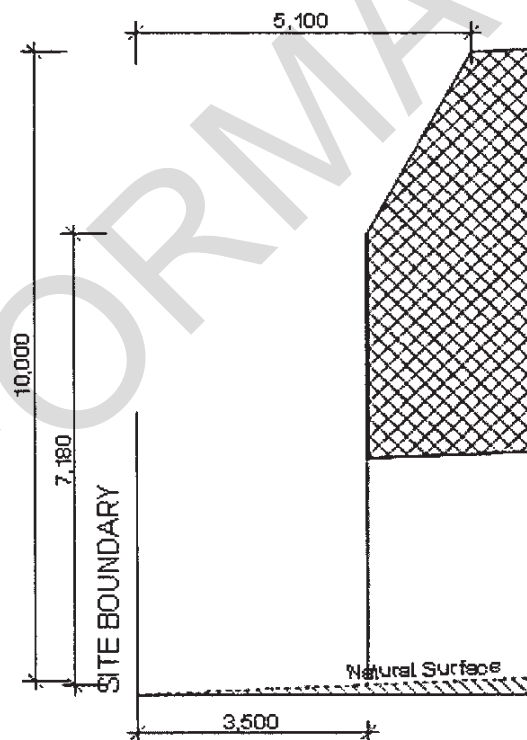
### DOUBLE STOREY BUILDING ENVELOPE HATCH TYPES



Overlooking Zone  
Habitable room windows or  
raised open spaces are a source  
of overlooking



Non Overlooking Zone  
Habitable room windows or  
raised open spaces are not a  
source of overlooking



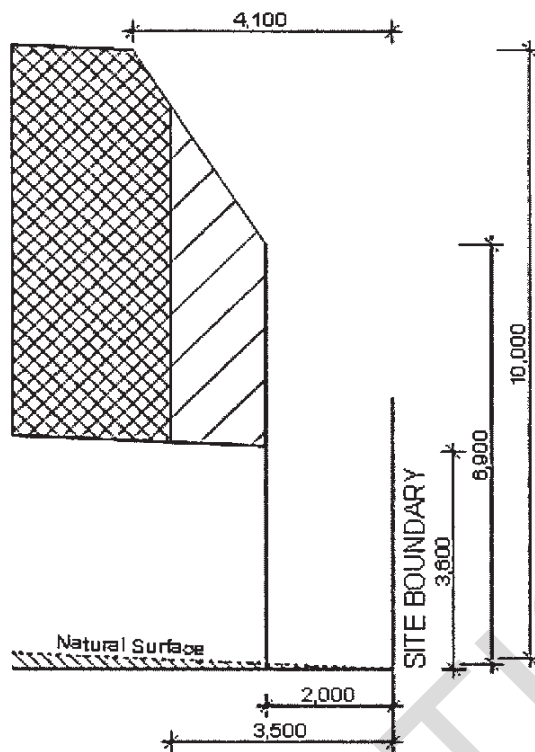
Natural surface falling from side boundary



## 2.3 Profiles Referenced in building envelope diagrams

### PROFILE F

NORTH, EAST OR WEST BOUNDARY

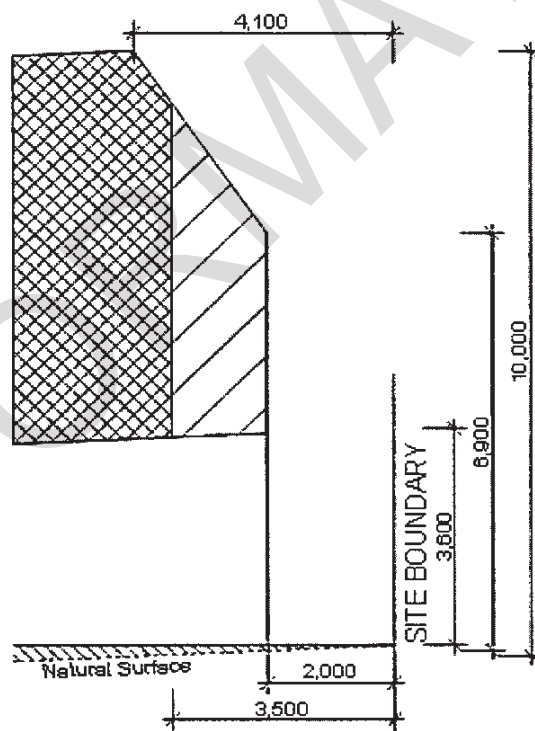


Natural surface rising from side boundary

#### SINGLE STOREY BUILDING ENVELOPE HATCH TYPES

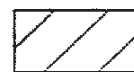


Single Storey Building Envelope  
(wall height not exceeding 3.6m)



Natural surface falling from side boundary

#### DOUBLE STOREY BUILDING ENVELOPE HATCH TYPES



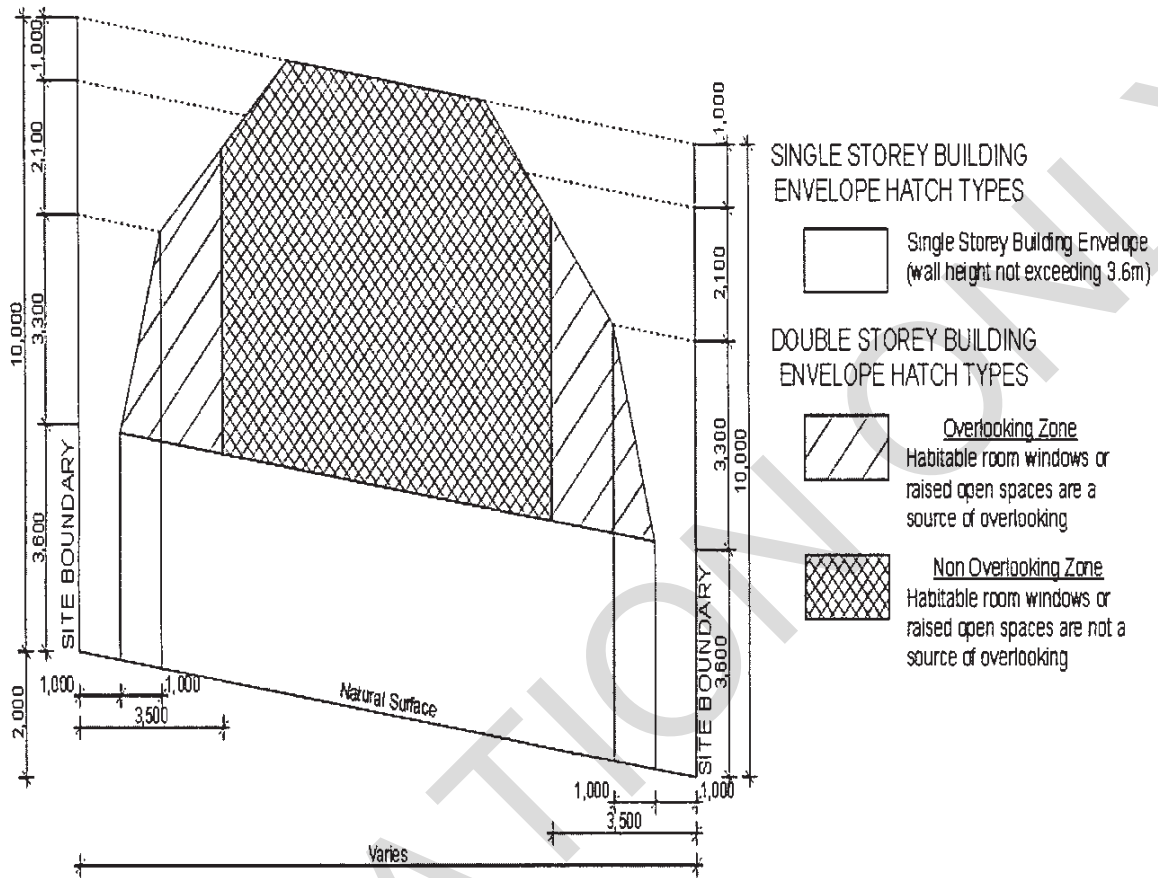
Overlooking Zone  
Habitable room windows or  
raised open spaces are a source  
of overlooking



Non Overlooking Zone  
Habitable room windows or  
raised open spaces are not a  
source of overlooking



## 2.3 Profiles Referenced in building envelope diagrams

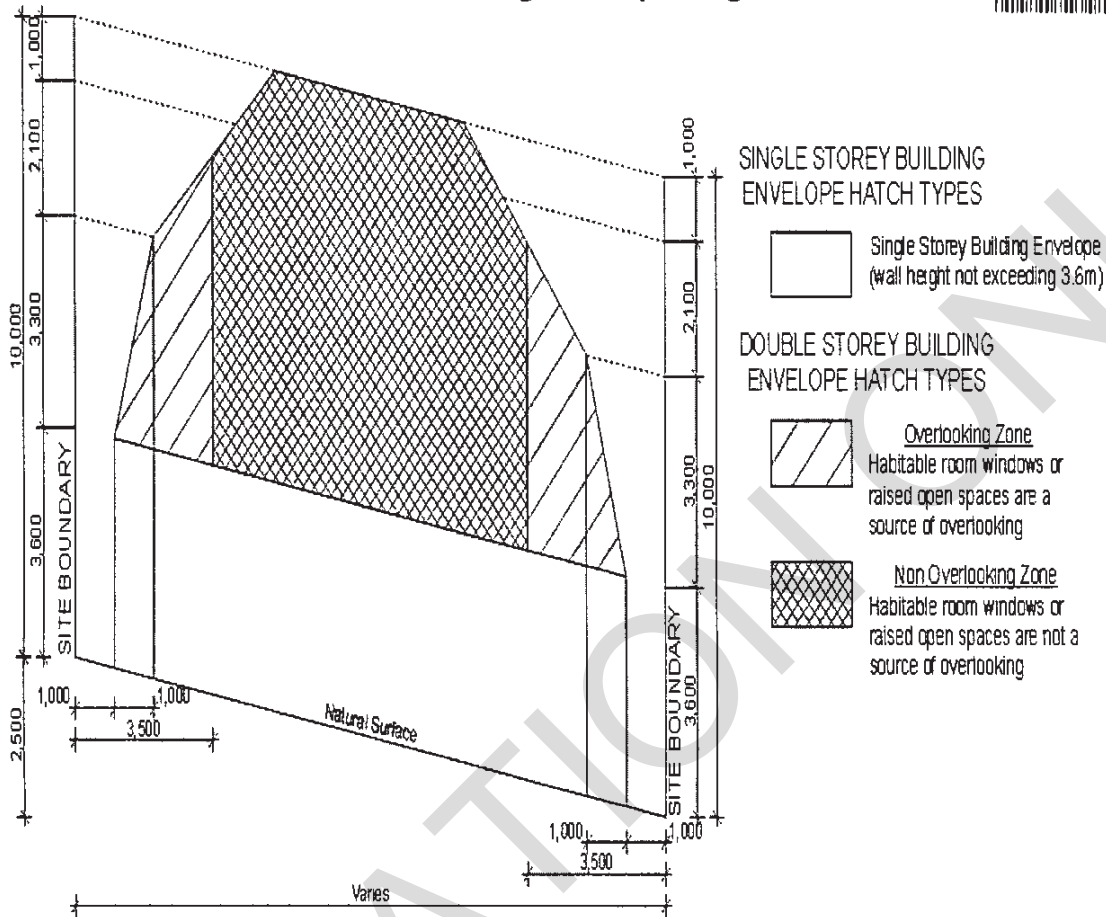


Section Diagram A -2.0m Fall





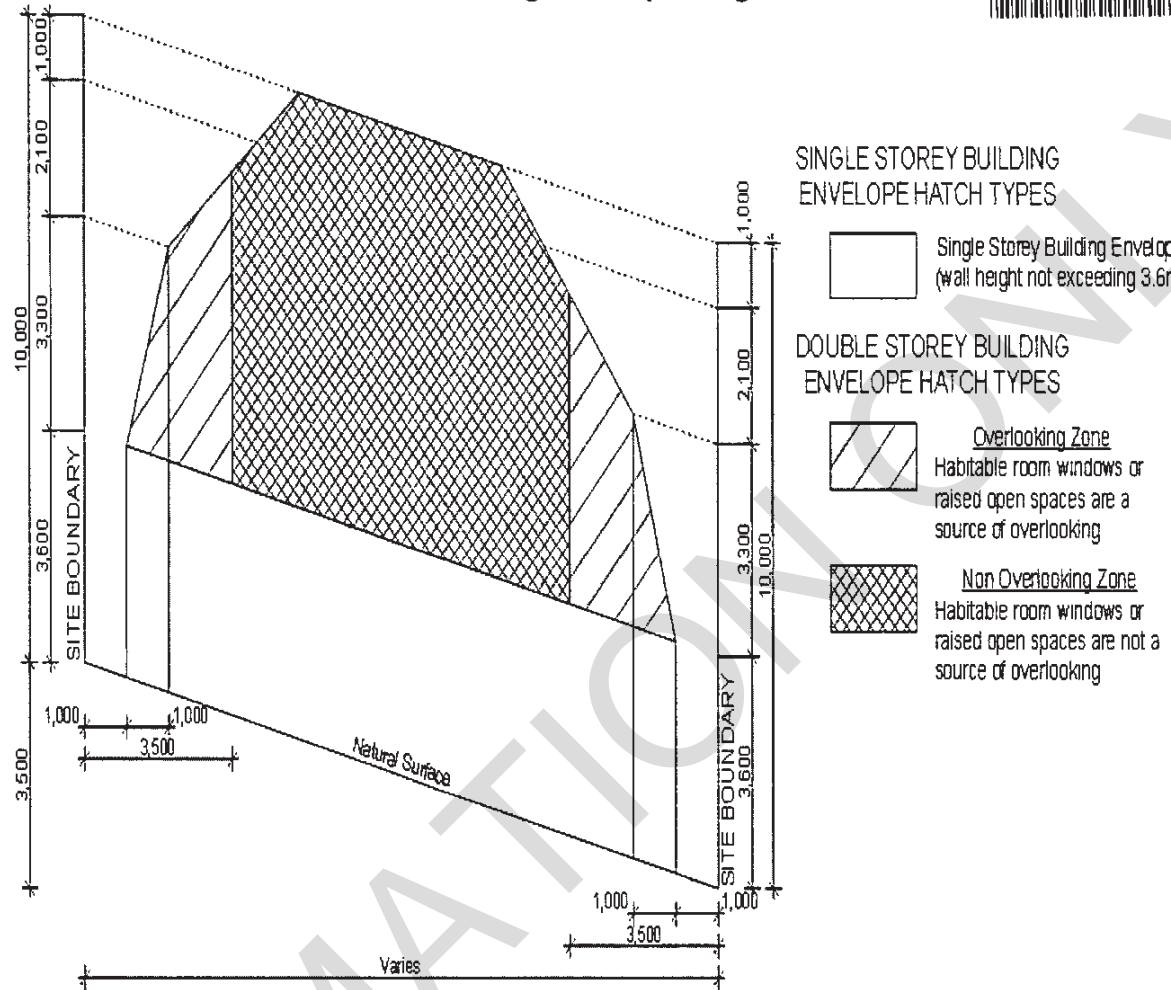
## 2.3 Profiles Referenced in building envelope diagrams



Section Diagram B -2.5m Fall

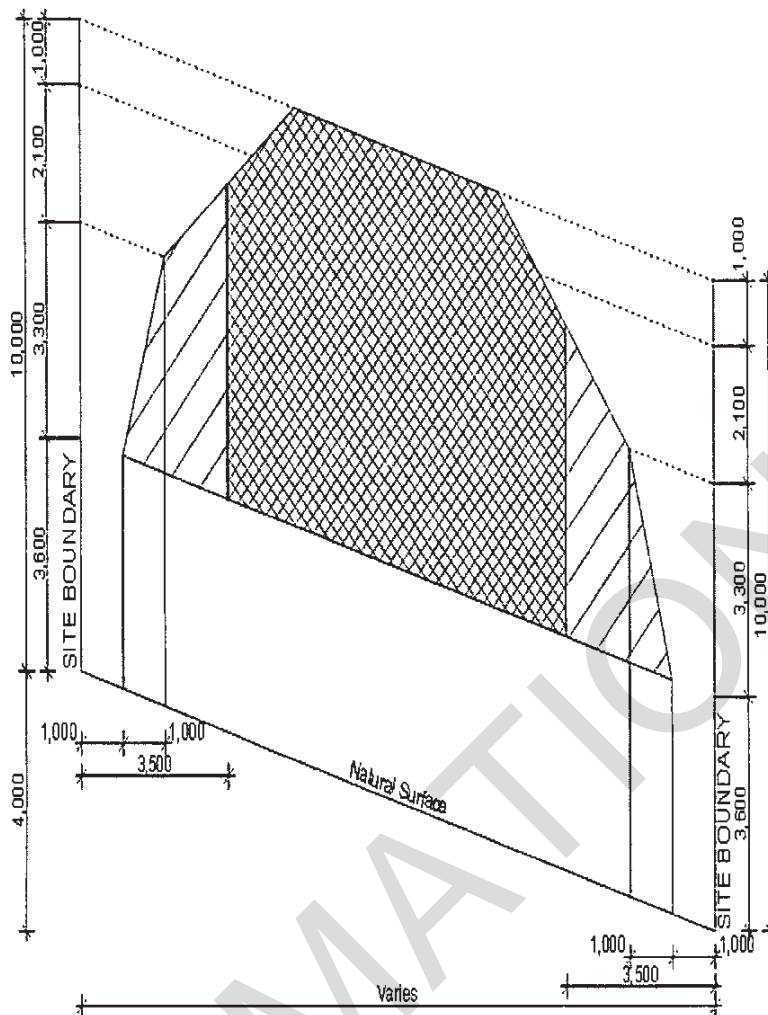


## 2.3 Profiles Referenced in building envelope diagrams






## 2.3 Profiles Referenced in building envelope diagrams




### SINGLE STOREY BUILDING ENVELOPE HATCH TYPES

 Single Storey Building Envelope (wall height not exceeding 3.6m)

### DOUBLE STOREY BUILDING ENVELOPE HATCH TYPES

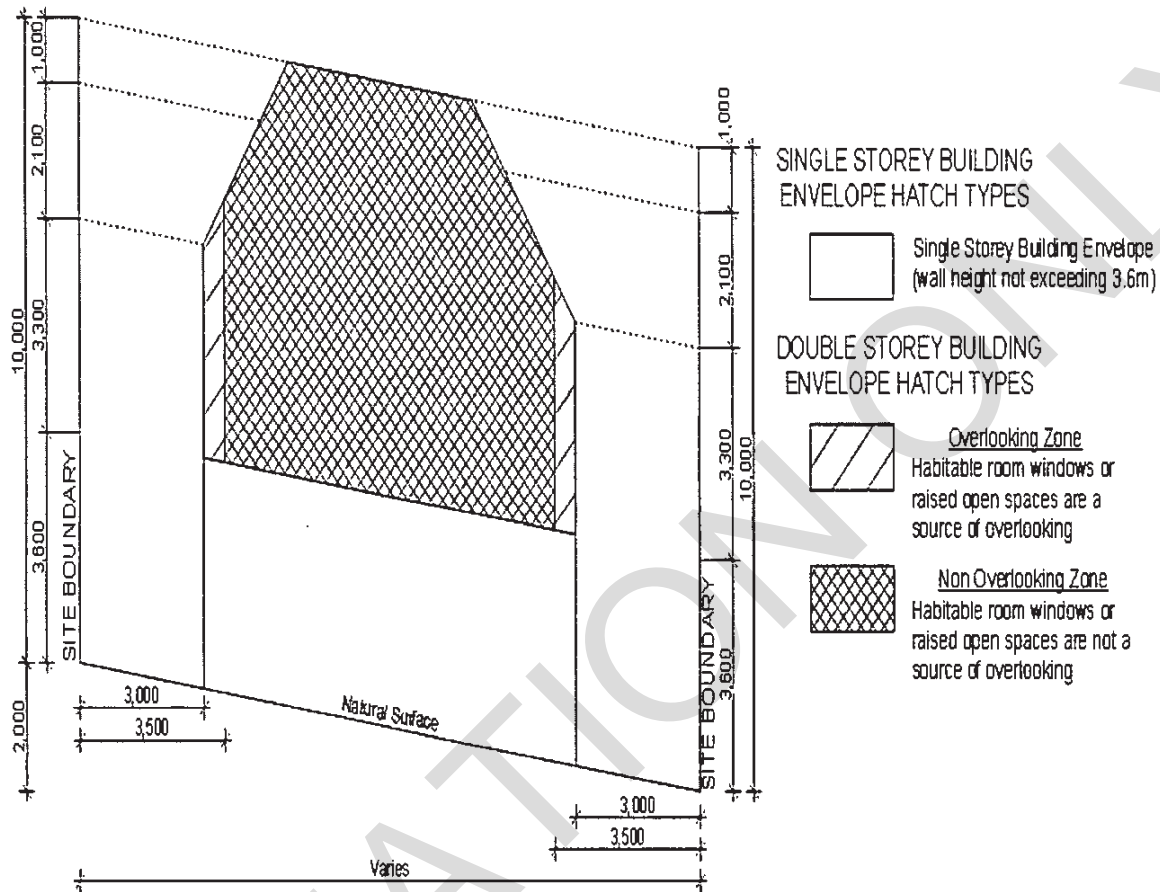
 Overlooking Zone  
Habitable room windows or raised open spaces are a source of overlooking

 Non Overlooking Zone  
Habitable room windows or raised open spaces are not a source of overlooking

Section Diagram D -4m Fall



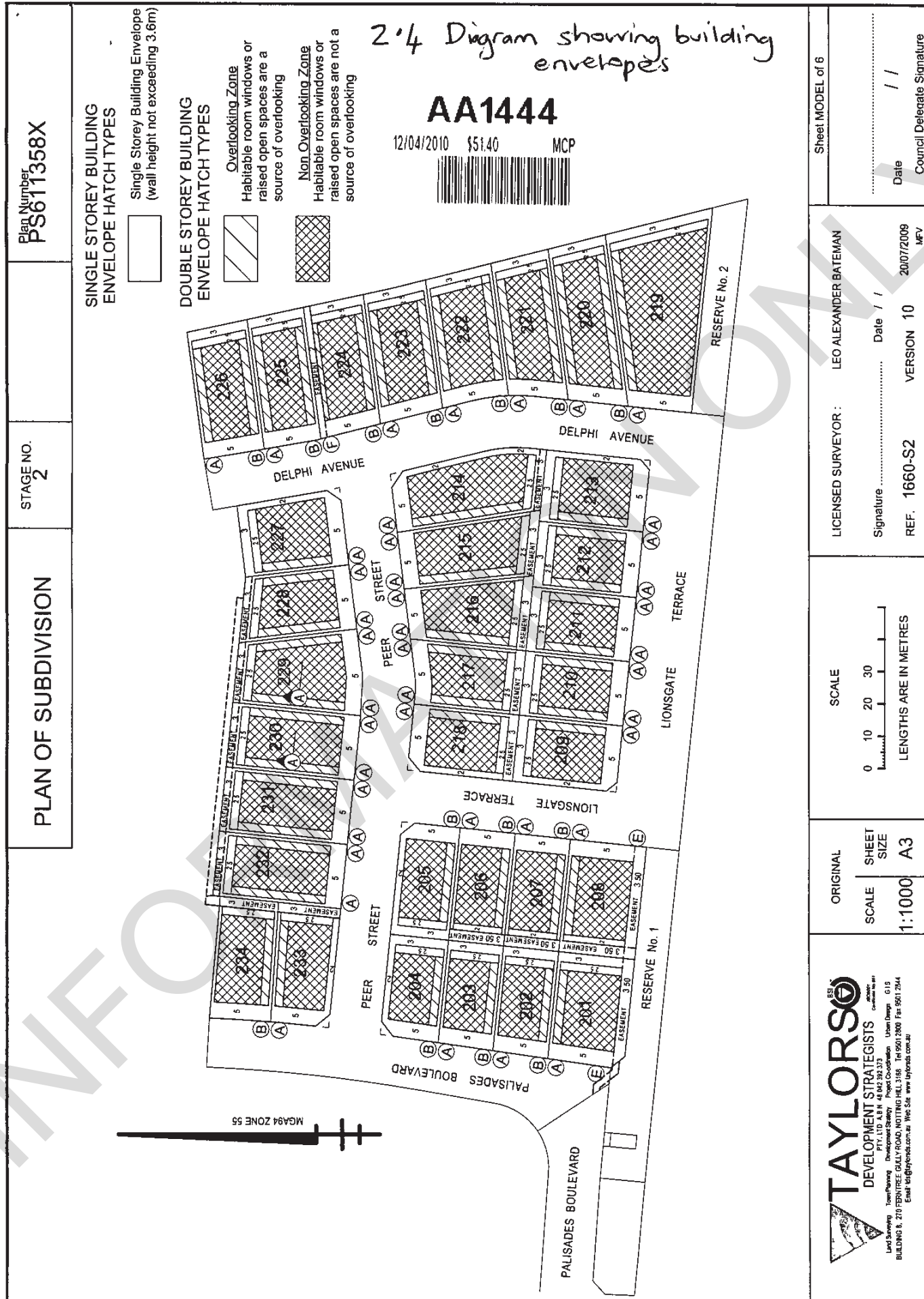
## 2.3 Profiles Referenced in building envelope diagrams



Profile E -2 Fall & 3m Setback



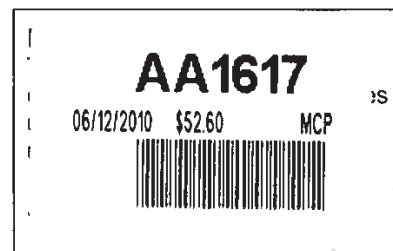
Page 19



# MEMORANDUM OF COMMON PROVISIONS

Section 91A Transfer of Land Act 1958

Lodged by: *COOPER CRACE WARD*  
Name:  
Phone:  
Address:  
Ref:  
Customer Code: *12074*



This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

## Provisions

ALL THOSE PROVISIONS IN THE ATTACHED PAGED NUMBER 1 TO 18 (INCLUSIVE)

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

ASSISTANT REGISTRAR OF TITLES:

DATE:

### Plan of Subdivision PS611358X – Building Envelopes

Any building on lots 501 to 524 within subdivision plan PS611358X must be contained within the building envelopes shown on the attached plans and specifications, defined by the associated setback profiles and written notes contained therein.

#### 1. Text of restrictions

The matters which are restricted by the building envelopes are:

##### 1.1 Minimum street setback

Buildings including a dwelling and a garage on the lot must be set back from the main street frontage by the minimum distance noted on the plan, or if no front setback dimension is shown on the plan, at least 5.5 metres from the main street frontage, or 6 metres in the case of a garage.

On lots with more than one street frontage, a dwelling must be setback a minimum of 2 metres from any frontage other than the main street frontage, or, if applicable, the minimum distance noted on the plan. The garage must be set back no less than 6 metres from any street boundary.

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

- verandas, porches (other than on the main street frontage of the building) and unroofed balconies that have a maximum height of not more than 4.6 metres above the natural ground level;

Approval no. 3258109A

# MCP

Page 1 of 1

- The provisions are to be numbered consecutively from number 1.
- Further pages may be added but each page should be consecutively numbered.
- To be used for the inclusion of provisions in instruments and plans.

**THE BACK OF THIS FORM MUST NOT BE USED**

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

- b. open pergolas that have a maximum height of not more than 3.6 metres above natural ground level;
- c. eaves, fascia and gutters;
- d. sunblinds and shade sails;
- e. screens referred to in regulations 419(5)(d) or 419(6) of the Building Regulations 2006; or
- f. decks, steps or landings (less than 800mm in height),

provided such features are permitted under the Projects Living Design Principles (being the design covenants for the Palisades estate referenced on subdivision plan PS611358X).

## 1.2 Building height

The height of a building must not exceed the maximum building height shown in setback profiles specified on the plan. Maximum building heights between specified points on a setback profile lie on a straight line drawn between the two specified points within a profile. Maximum building heights between profiles lie on a straight line drawn between the closest of the two profiles.

## 1.3 Side and rear setbacks

### **Side setbacks**

A building on the lot must be set back from a side boundary not less than the distances specified in setback profiles described in this document and shown on plan by a setback identifier code, or the distance specified in a side setback dimension written on the plan.

If no side setback profile or dimension on a plan indicates the minimum side setback, any building on the lot must be setback from its side boundaries in accordance with regulations 409 (corner lots), 414 and 415 in Part 4 of the *Building Regulations 2006*.

For corner lots, buildings on the ground level must be set back a minimum of 2 metres from the side boundary and the upper storey must be set back a minimum of 4 metres from the side boundary.

### **Rear setbacks**

Rear setbacks apply to any wall of a building where a setback is not indicated by a setback profile code or a setback dimension written on the plan and the wall is not facing the side boundary of the lot.

A rear wall of a building not exceeding 3.6 metres in height must be set back from the rear boundary not less than 3 metres.

A rear wall of a building exceeding 3.6 metres in height must be set back from the rear boundary by not less than 5.5 metres.

The maximum height of a building facing a rear boundary must not exceed the maximum building height allowed by the side envelope profile, or a height limit for a rear setback as dimensioned on the plan.

### **Encroachments**

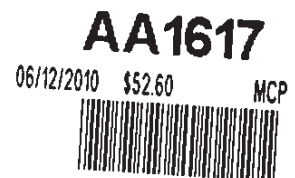
The following may encroach into the specified side and rear setback distances by not more than 600mm:

- Porches and verandahs;
- Masonry chimneys;
- Sunblinds;
- Screens, but only to the extent needed to protect a neighbouring property from a direct view;
- Flues and pipes;
- Domestic fuel tanks and water tanks; or
- Heating and cooling equipment and other services,

provided such features are permitted under the Projects Living Design Principles.

The following may encroach into the specified setback distances:

- Landings with an area of not more than 2 square metres and less than 800mm high;
- Unroofed stairways and ramps;
- Pergolas;
- Shade sails;
- Eaves, fascia, gutters not more than 600mm in total width; or



- Outbuildings not more than 10m<sup>2</sup> in area,

provided such features are permitted under the Projects Living Design Principles.

Side and rear setbacks from boundaries that are shared with lots which are not beneficiaries of this restriction are not dealt with by this building envelope except where annotated on the plan.

#### 1.4 Overlooking **Building Regulation 2006 – Clause 419**

##### ***Views from habitable room windows, decks or raised open spaces***

If a habitable room window, deck or raised open space is within an overlooking zone in a setback profile or indicated on the plan, and has a floor level of 800mm or greater above ground level, it must be screened to 1.7m above the floor level. In the case of a rear boundary then the above rule applies within 5.5m of the boundary.

##### ***Screening a view***

A view can be screened by the use of fencing, obscure glazing and other screening devices approved as per the building regulations and the Projects Living Design Principles.

#### 1.5 Daylight to new habitable room windows

Walls containing habitable room windows must be set back from the boundaries of the lot to allow a horizontal distance of at least 1 metre clear to the sky from the boundary.

Habitable room windows must face an outdoor space or light court with a minimum area of 3m<sup>2</sup> and minimum dimension of 1m clear to the sky, not including land on an adjoining allotment, or a verandah on the lot if it is open for at least one-third of its perimeter, or a carport on the lot if it has two or more of its sides open or is open for at least one-third of its perimeter.

A side of a carport or verandah is considered to be open if its roof covering adjacent to that side is not less than 500mm from another building on the lot or the boundary of an adjoining lot.

##### **Notes on the Restrictions**

1. Ground level after engineering works associated with subdivision to be regarded as natural ground level.
2. In case of a conflict between the plan (Building Envelopes) and the profile diagrams, the setback notations on the plan shall prevail.
3. In the case of conflict between the plan or profile diagrams and these written notations, the specifications in the written notations prevail.
4. Buildings must not cover registered easements unless provided for by the easement.
5. The Projects Living Design Principles prevail to the extent of any inconsistency with the written notations.

##### **General Definitions**

If not defined above, the words below shall have the meaning attributed to them in the document identified:

In the *Building Act 1993*:

- Building
- Lot

In Part 4 of *Building Regulations 2006*:

- Clear to the sky
- Height
- Private open space
- Recreational private open space
- Raised open space
- Secluded private open space
- Setback
- Site coverage
- Window
- Single dwelling
- North (true north)

In the *Victoria Planning Provisions*, 31 October, 2002:

- Frontage (Clause 72)
- Dwelling (Clause 74)

**AA1617**

06/12/2010 \$52.60 MCP





- Habitable room (Clause 72)
- Storey (Clause 72)

### Additional Definitions

#### **Front street or Main street frontage**

The street frontage that allows the most direct access to the front door.

#### **Side Boundary**

A boundary of a lot that runs between and connects the street frontage of the lot to the rear boundary of the lot.

#### **Street**

For the purposes of determining street setbacks, street means any road other than a lane, footway, alley or right of way.

#### **Standard lot**

A single lot that accommodates a freestanding house detached from adjoining houses and of an individual style. A standard lot can also include provision for single storey non-common boundary walls and which do not have to be in contact with an adjoining structure.

## **2. Diagrams and plans**

### **2.1 Explanation of symbols and terms in profile diagrams and plans**

The following symbols have been used in the templates:

Building Envelope Profile Identifier	Components of Building Envelope Profile Identifier
	A = Building Envelope Profile Type



Single Storey Building Envelope (wall height not exceeding 3.6m)



Building to Boundary Zone



#### **Double Storey Building Envelope**

Overlooking Zone – Habitable room windows or raised open spaces are a source of overlooking



Non-Overlooking Zone – Habitable room windows or raised open spaces are not a source of overlooking.

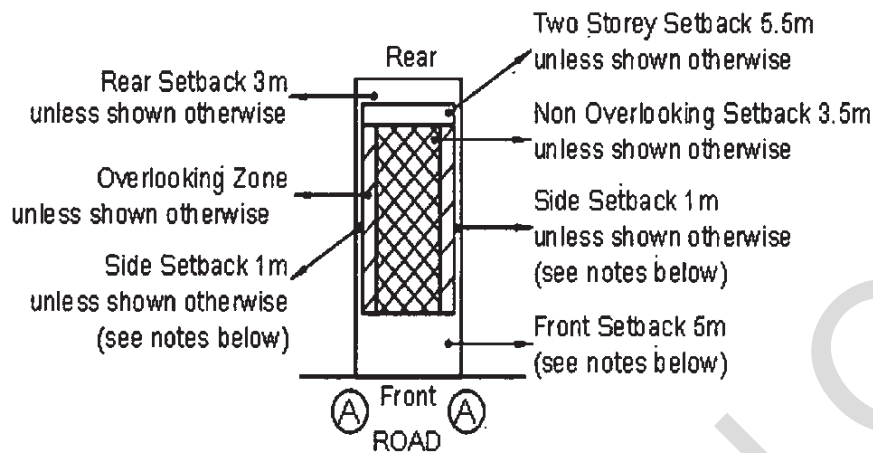
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## 2.2 Diagram illustrating the interpretation of the building envelope diagrams

### Legend of Typical Building Envelope Setbacks



#### Notes

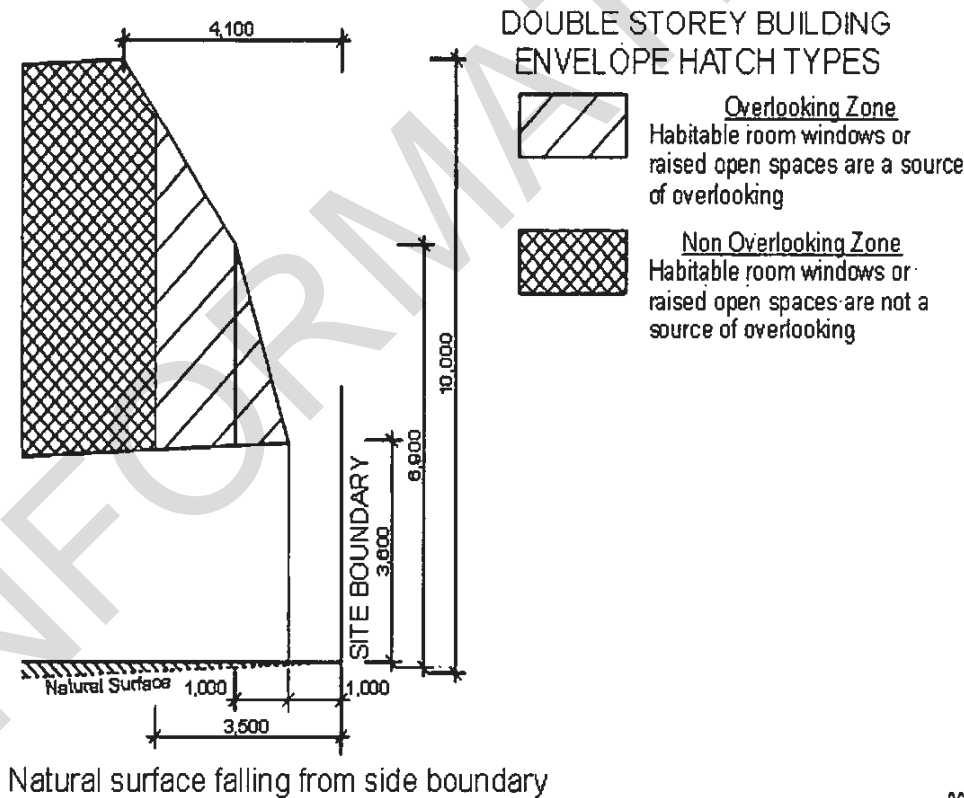
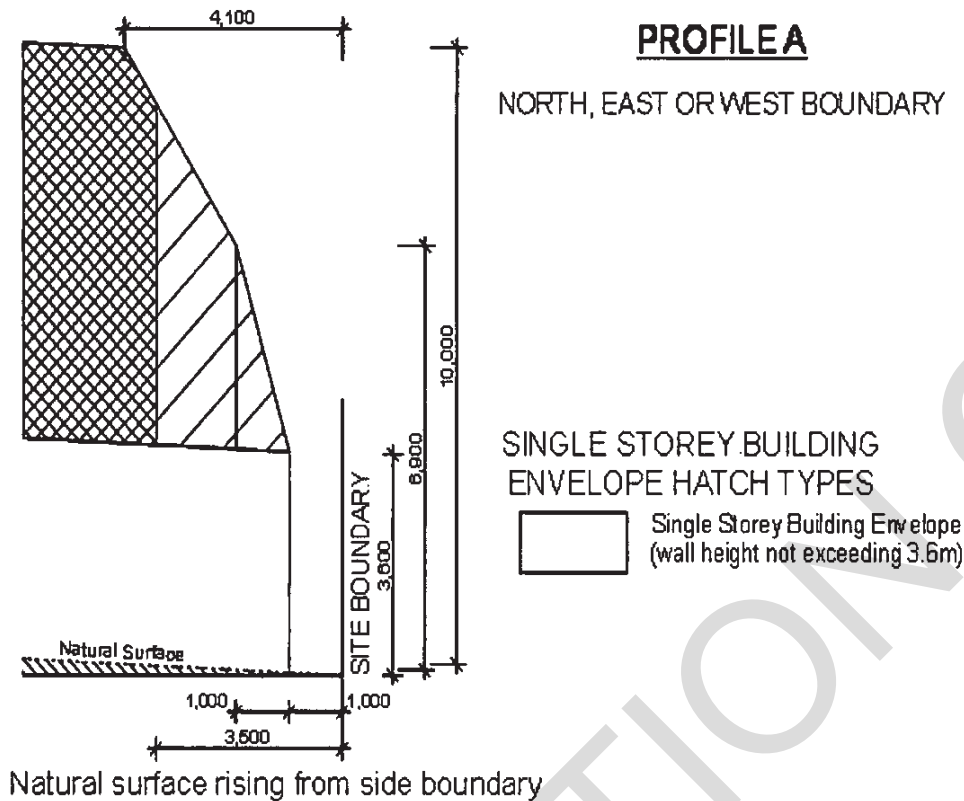
- The front and side setbacks are measured to the outermost walls of the building.
- The garage door must be set back 6 metres from the front boundary.
- The setback to a side street boundary for a corner lot is 2 metres.
- The profile types (A) (B) are defined in Memorandum of Common Provisions

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## 2.3 Profiles Referenced in building envelope diagrams



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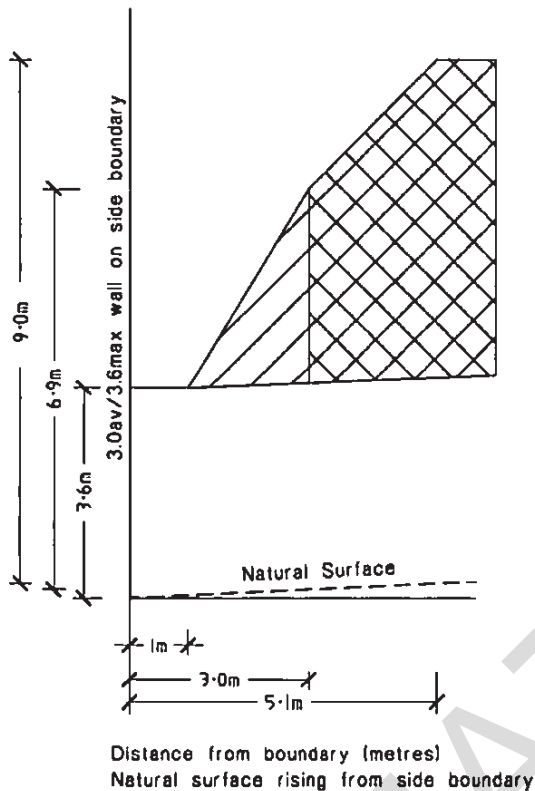
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## 2.3 Profiles Referenced in building envelope diagrams

### **PROFILE B**

#### **SOUTH BOUNDARY**



#### **DOUBLE STOREY BUILDING ENVELOPE HATCH TYPES**

##### Overlooking Zone

Habitable Room windows or raised open spaces are a source of overlooking



##### Non Overlooking Zone

Habitable Room windows or raised open spaces are not a source of overlooking



#### **SINGLE STOREY BUILDING ENVELOPE HATCH TYPES**

Single Storey Building Envelope  
(wall height not exceeding 3.6m)



All house walls over 3.6 metres in height on a south boundary within 8.0 metres of the rear boundary should be set back by 1.0 metre, plus an additional 0.6 metres for every metre of additional height above 3.6 metres to a maximum of 6.9 metres, plus 1.0 metre for every metre of height over 6.9 metres to a maximum of 9.0 metres.

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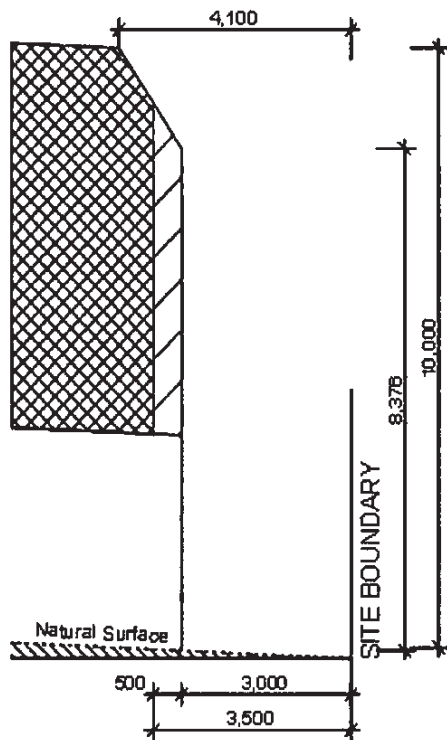
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## 2.3 Profiles Referenced in building envelope diagrams



### PROFILE C

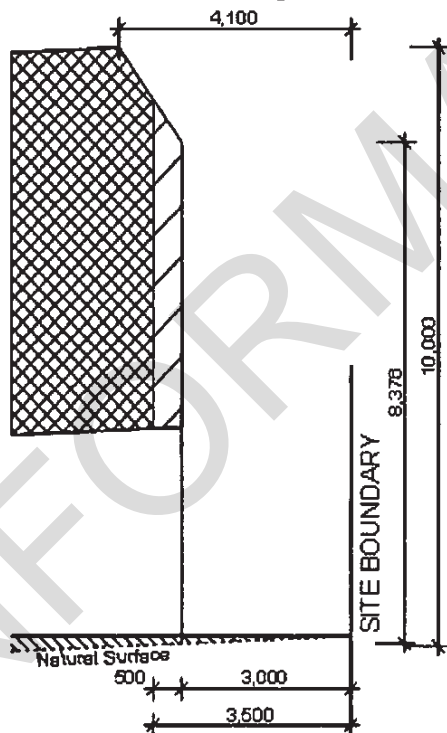
NORTH, EAST OR WEST BOUNDARY

#### SINGLE STOREY BUILDING ENVELOPE HATCH TYPES



Single Storey Building Envelope  
(wall height not exceeding 3.6m)

Natural surface rising from side boundary



#### DOUBLE STOREY BUILDING ENVELOPE HATCH TYPES



Overlooking Zone  
Habitable room windows or raised open spaces are a source of overlooking



Non Overlooking Zone  
Habitable room windows or raised open spaces are not a source of overlooking

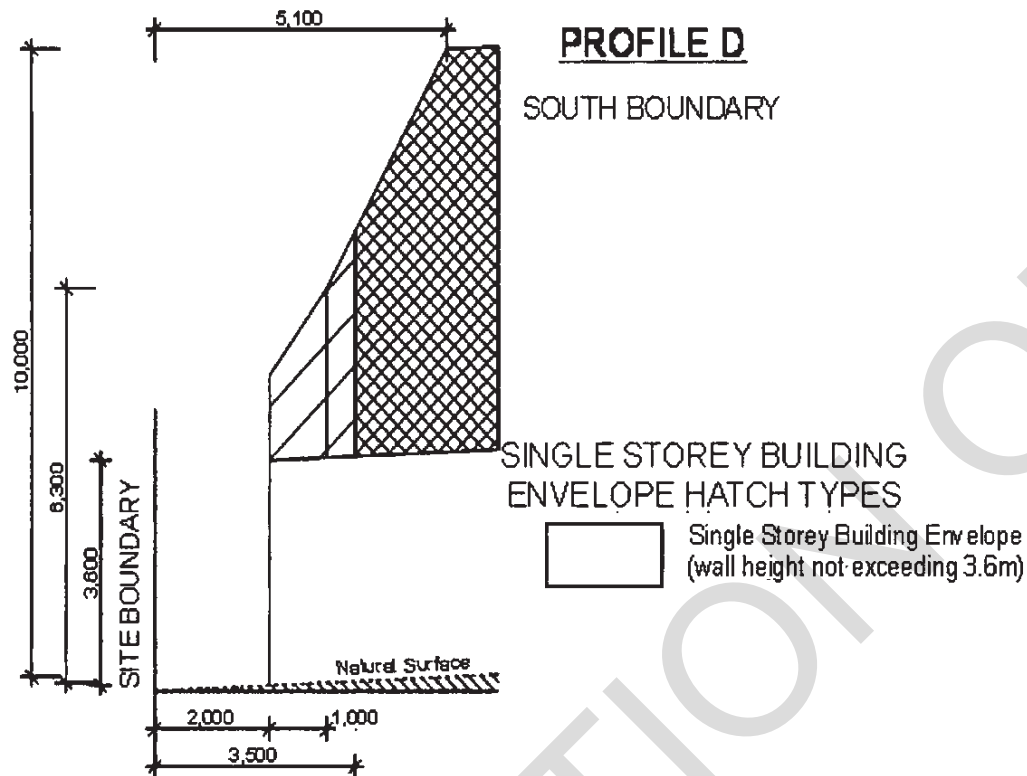
Natural surface falling from side boundary

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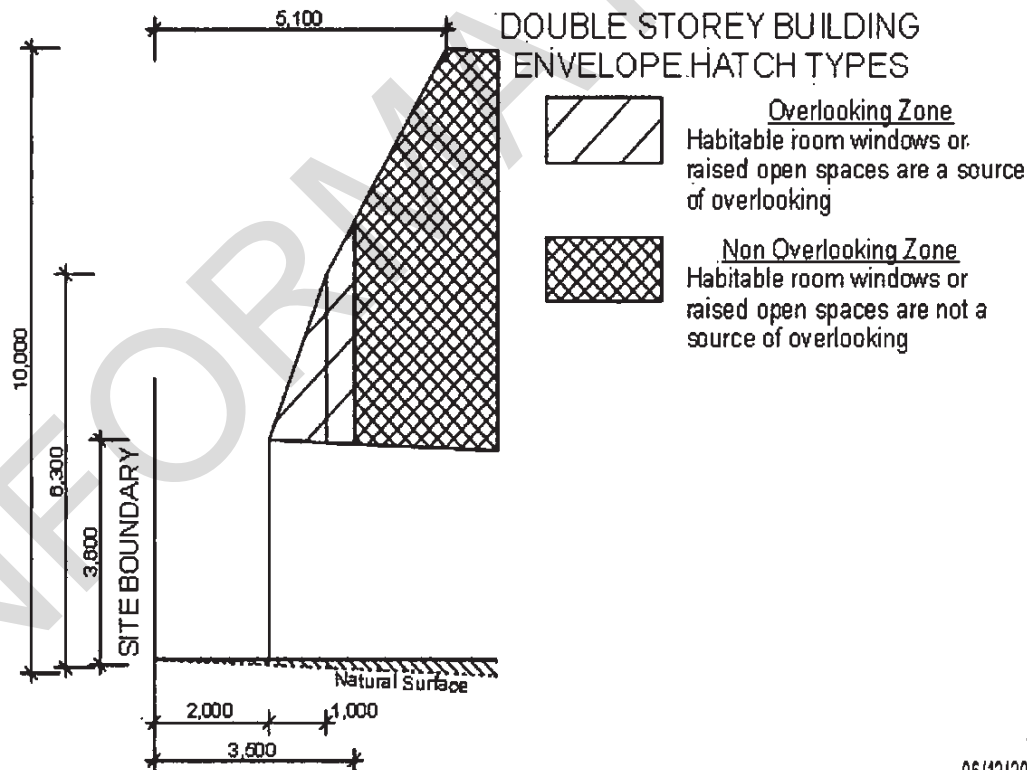
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## 2.3 Profiles Referenced in building envelope diagrams



Natural surface rising from side boundary



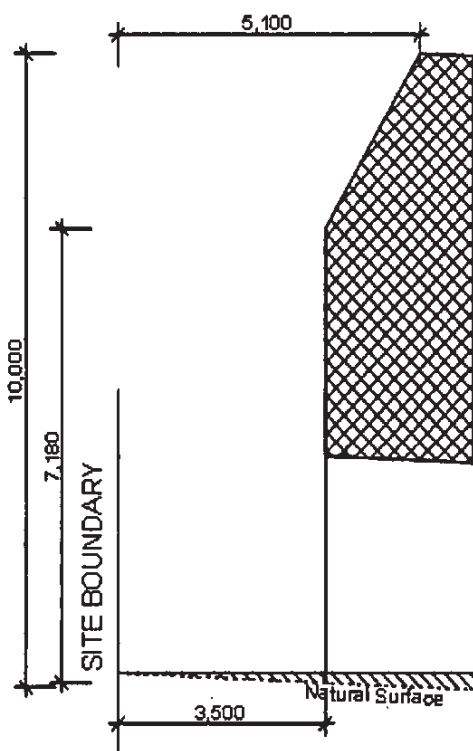
Natural surface falling from side boundary

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## 2.3 Profiles Referenced in building envelope diagrams

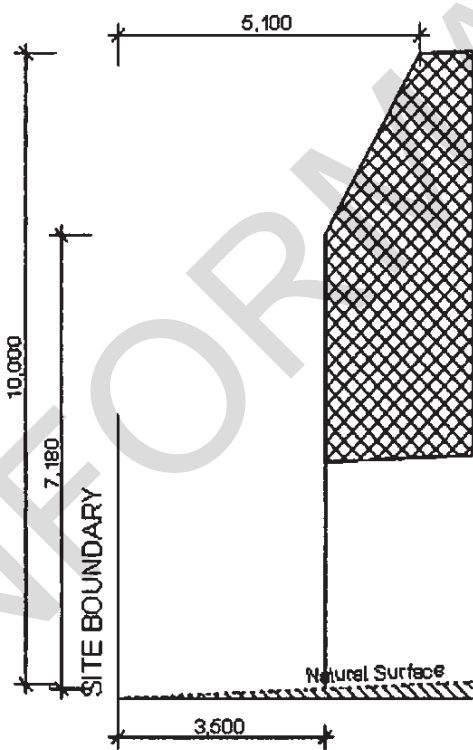


**PROFILE E**  
SOUTH BOUNDARY

### SINGLE STOREY BUILDING ENVELOPE HATCH TYPES


 Single Storey Building Envelope (wall height not exceeding 3.6m)

Natural surface rising from side boundary



### DOUBLE STOREY BUILDING ENVELOPE HATCH TYPES

 Overlooking Zone  
Habitable room windows or raised open spaces are a source of overlooking

 Non Overlooking Zone  
Habitable room windows or raised open spaces are not a source of overlooking

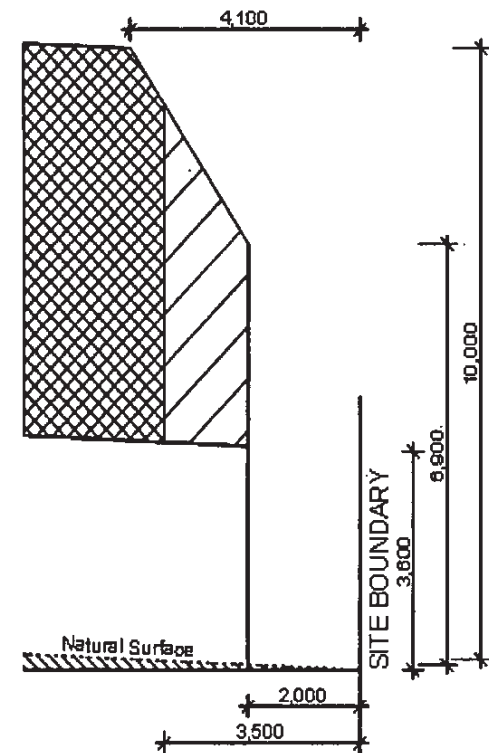
Natural surface falling from side boundary

**AA1617**

06/12/2010 \$52.60 MCP



### 2.3 Profiles Referenced in building envelope diagrams



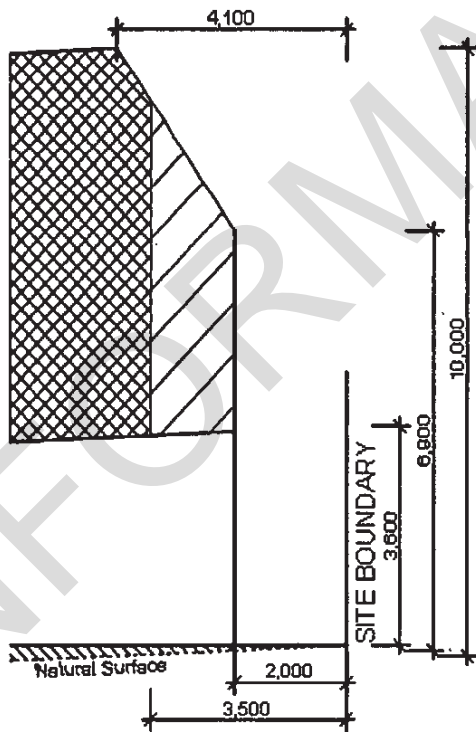
Natural surface rising from side boundary

#### PROFILE F

NORTH, EAST OR WEST BOUNDARY

#### SINGLE STOREY BUILDING ENVELOPE HATCH TYPES


 Single Storey Building Envelope (wall height not exceeding 3.6m)



Natural surface falling from side boundary

#### DOUBLE STOREY BUILDING ENVELOPE HATCH TYPES

 Overlooking Zone  
Habitable room windows or raised open spaces are a source of overlooking

 Non Overlooking Zone  
Habitable room windows or raised open spaces are not a source of overlooking

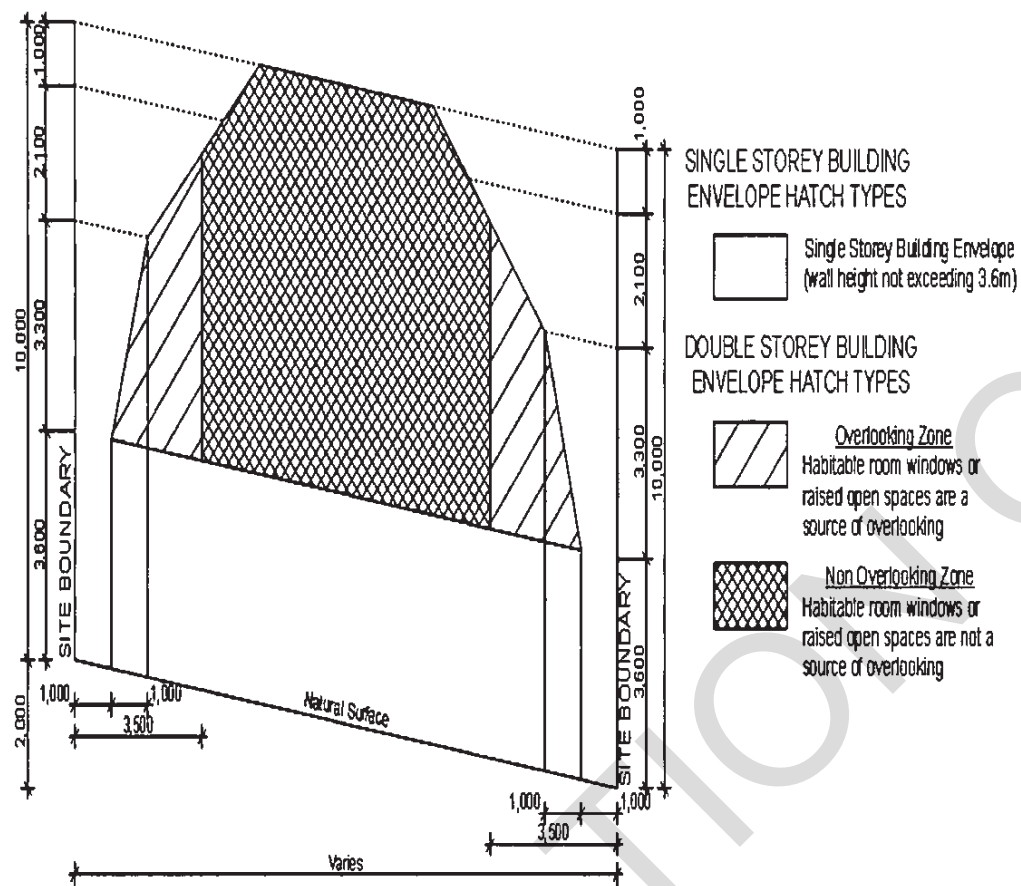
**AA1617**

06/12/2010 \$52.60

MCP







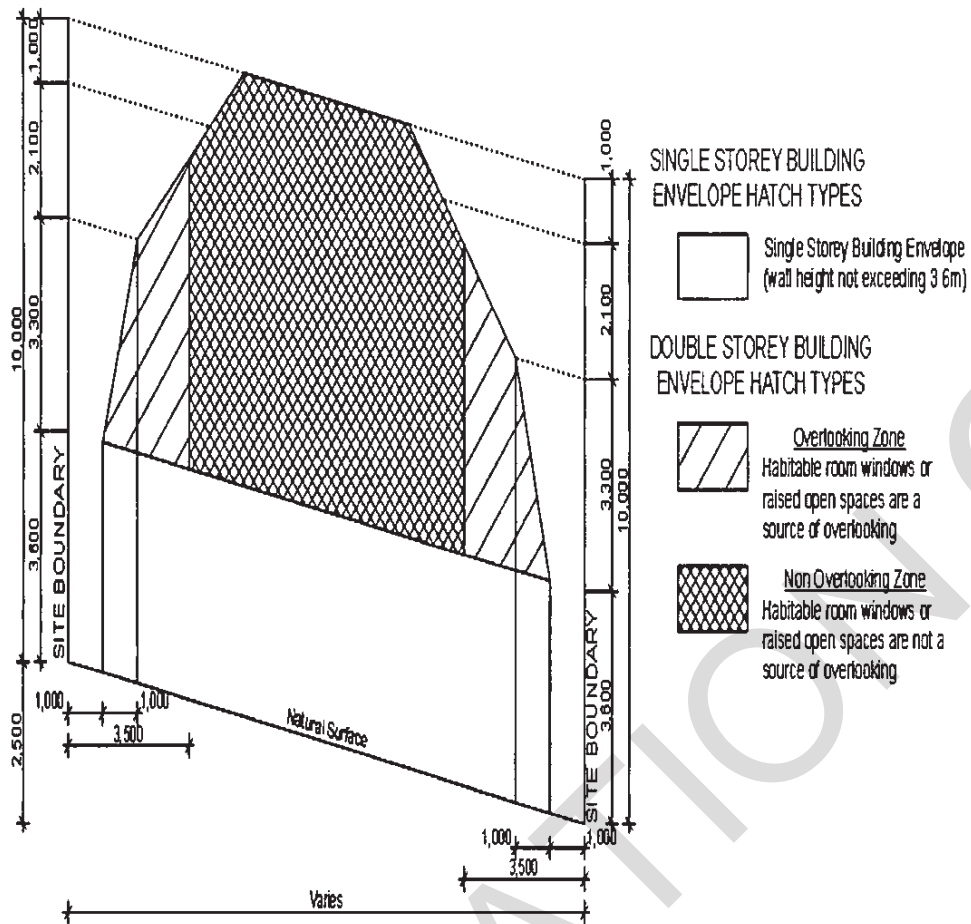
### Section Diagram A -2.0m Fall

AA1617

06/12/2010	\$52.60	MCP
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### 2.3 Profiles Referenced in building envelope diagrams



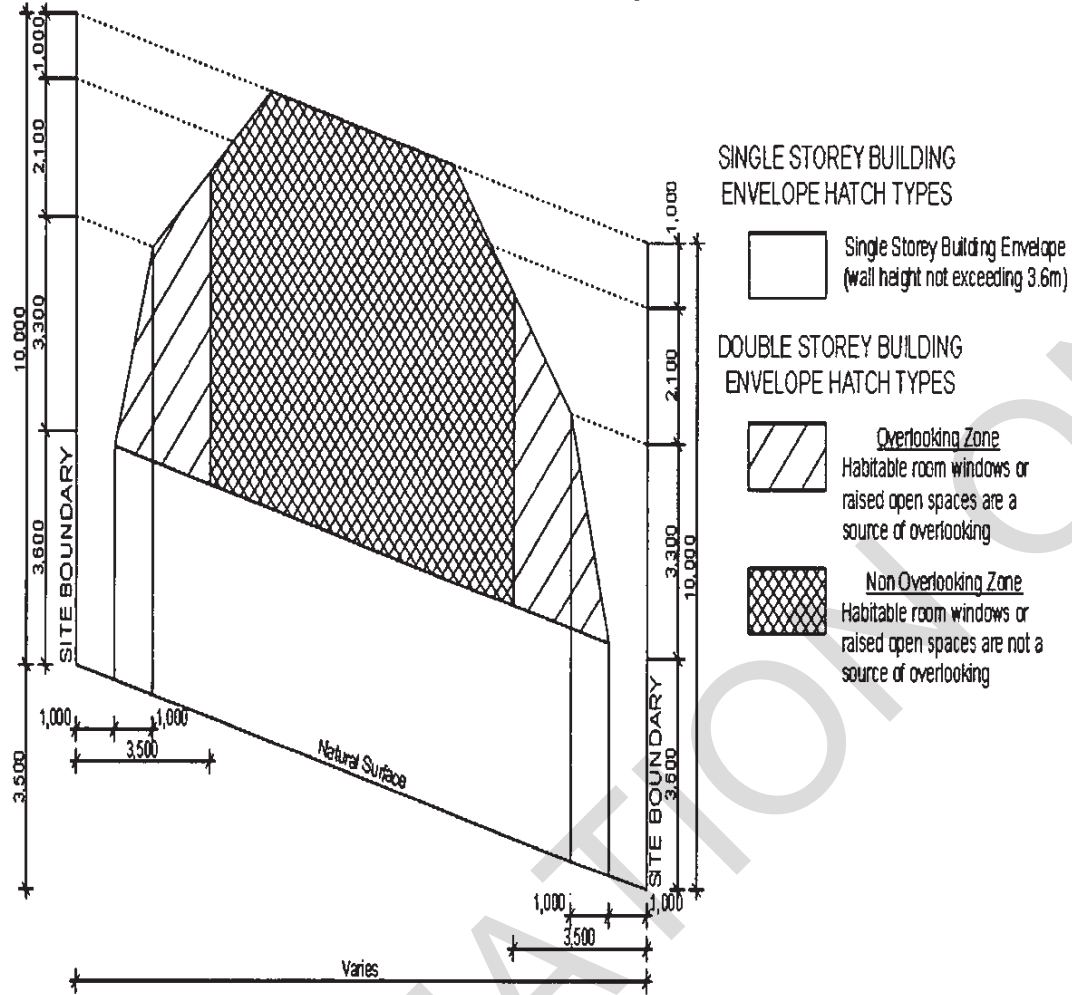
Section Diagram B -2.5m Fall

AA1617

06/12/2010 \$52.60 MCP



### 2.3 Profiles Referenced in building envelope diagrams



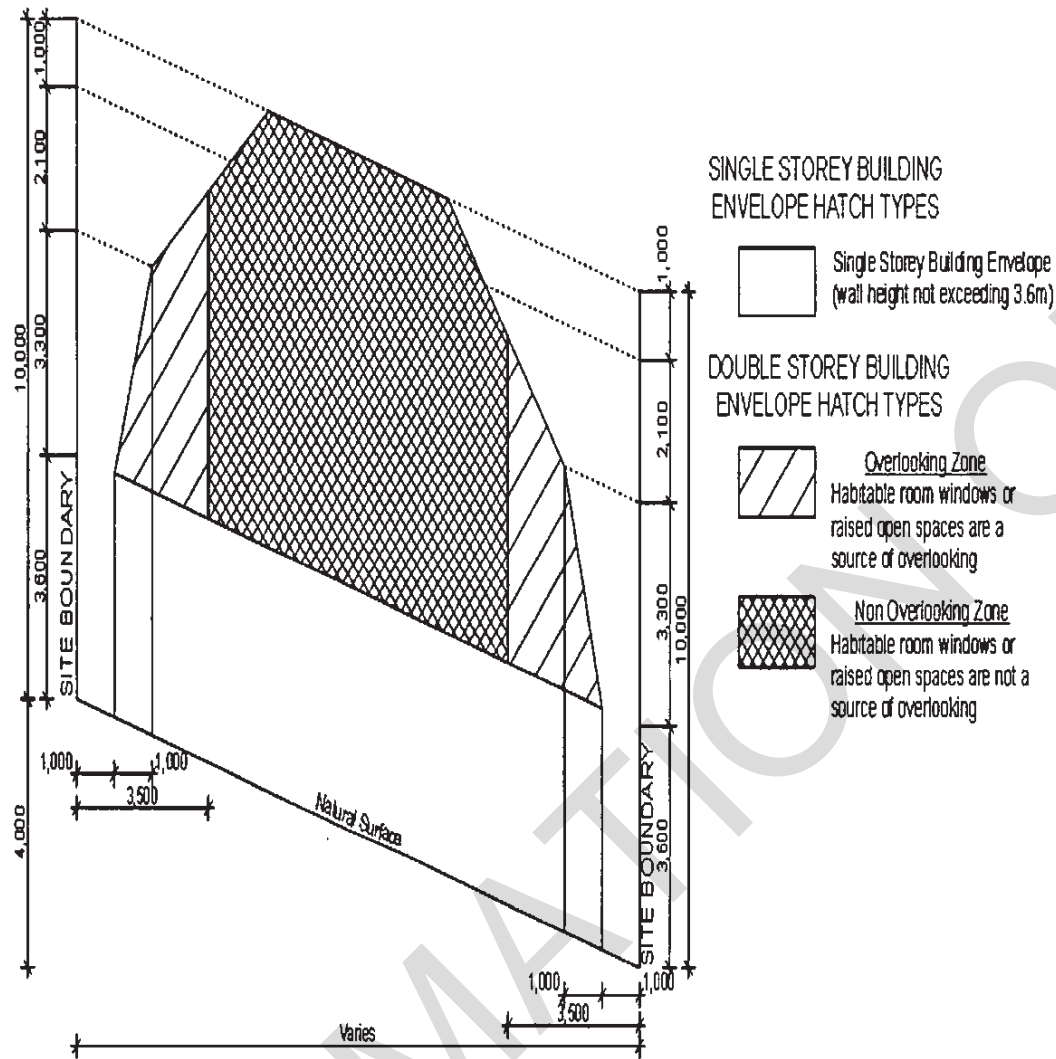
Section Diagram C -3.5m Fall

**AA1617**

06/12/2010 \$52.60 MCP



### 2.3 Profiles Referenced in building envelope diagrams



Section Diagram D-4m Fall

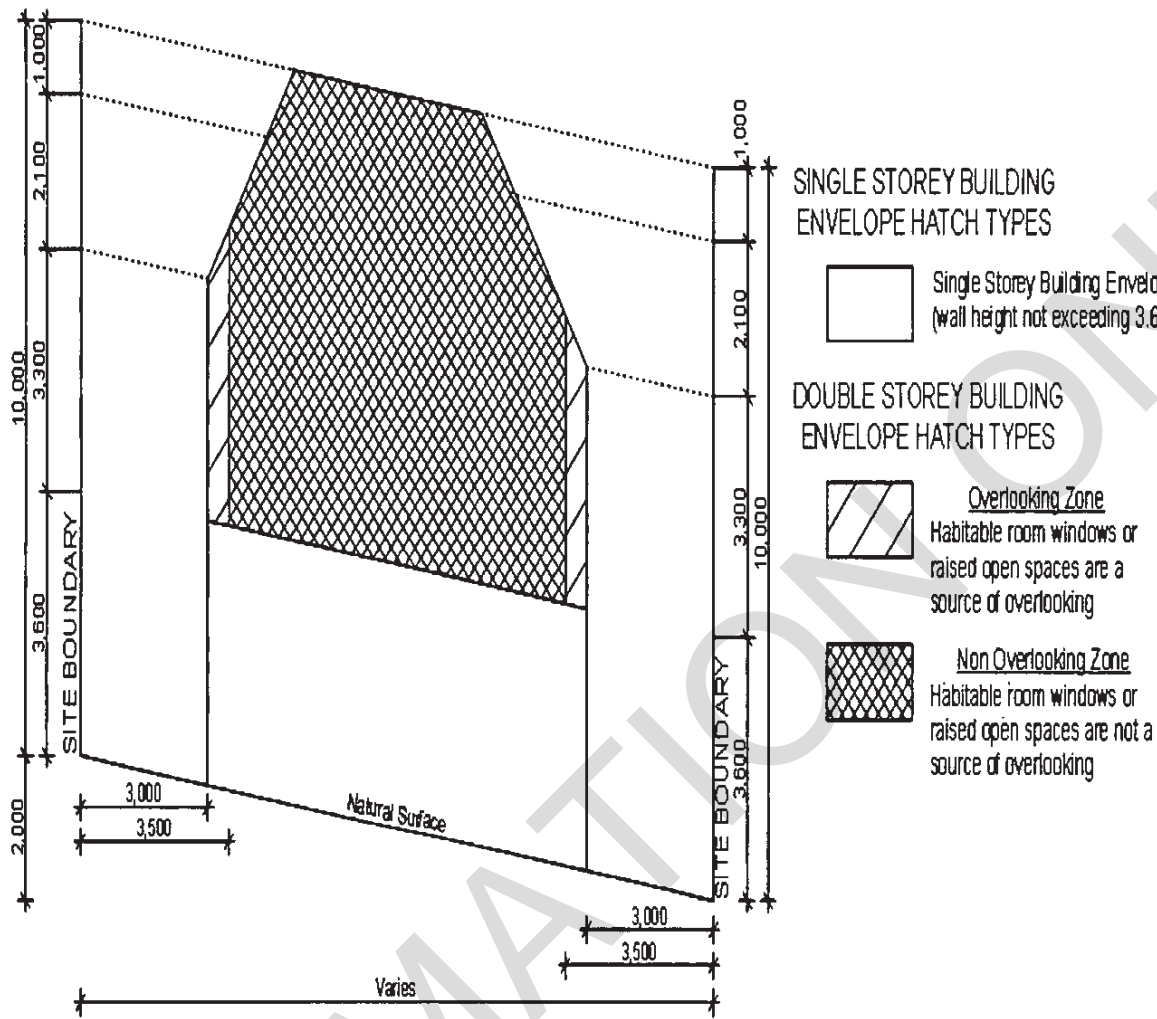
**AA1617**

06/12/2010 \$52.60 MCP





### 2.3 Profiles Referenced in building envelope diagrams



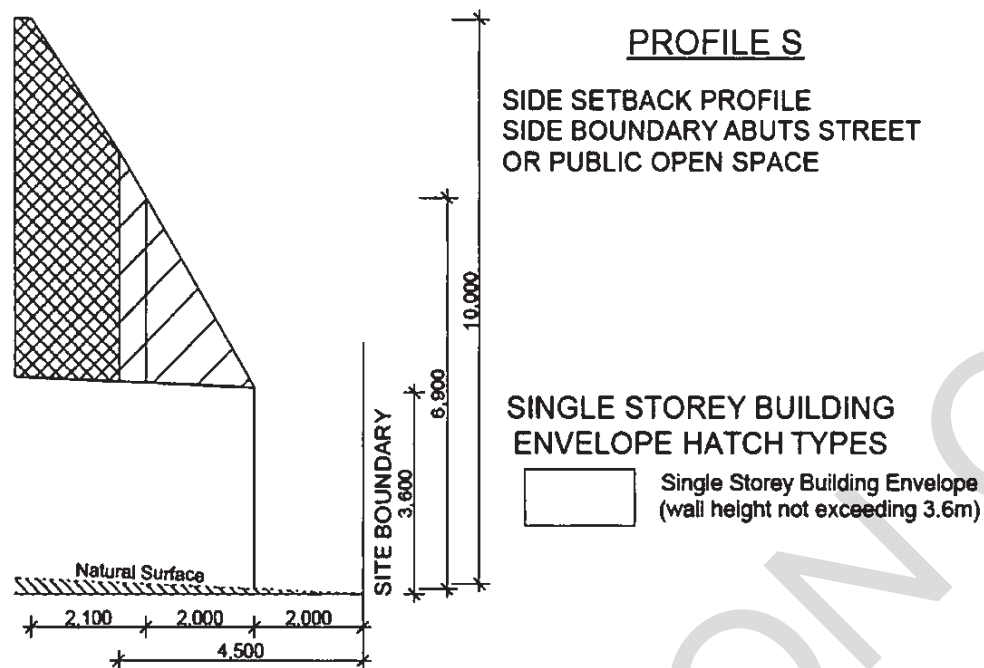
Profile E-2 Fall & 3m Setback

**AA1617**

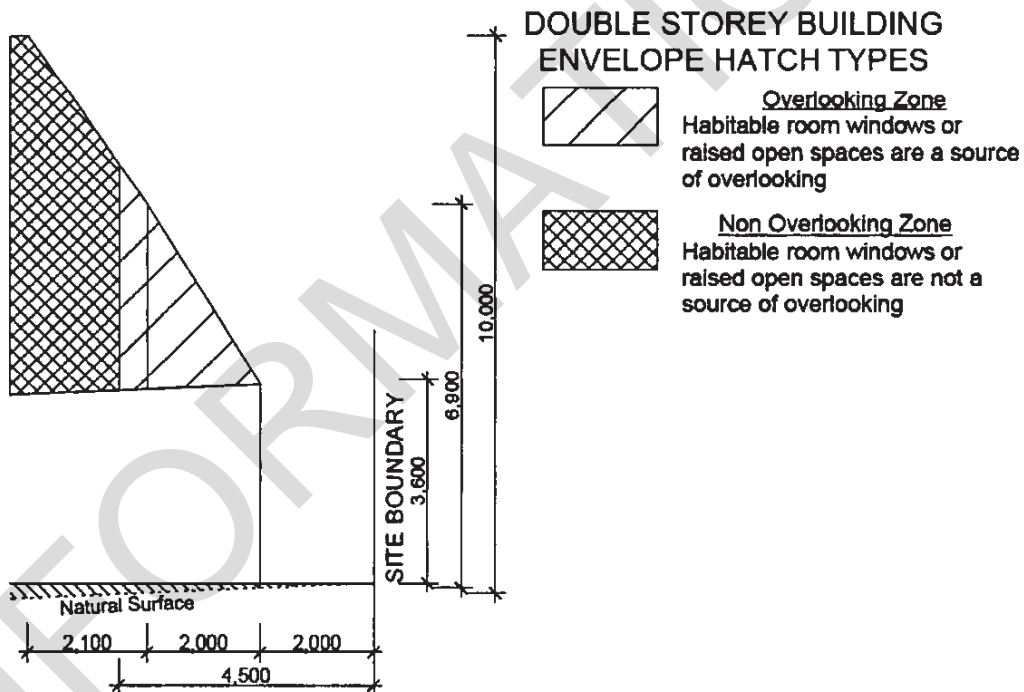
06/12/2010 \$52.60 MCP



### 2.3 Profiles Referenced in building envelope diagrams



Natural surface rising from side boundary



**AA1617**

06/12/2010 \$52.60 MCP



2.4 Diagram showing building envelopes

**SINGLE STOREY BUILDING ENVELOPE HATCH TYPES**

Single Storey Building Envelope  
(wall height not exceeding 3.6m)

**DOUBLE STOREY BUILDING ENVELOPE HATCH TYPES**

**Overlooking Zone**  
Habitable room windows or raised open spaces are a source of overlooking. Habitable room windows or raised open spaces in this zone are allowed subject to screening requirements under item "1.4 Overlooking" in this MCP.

**Non-Overlooking Zone**  
Habitable room windows or raised open spaces are not a source of overlooking. Habitable room windows or raised open spaces in this zone are allowed to face towards the nearest adjoining allotment.

**SOUTH SIDE BOUNDARY**  
The (A) profile applies to the south side boundary of all lots except for the rear 7 metres which is to be subject to the (B) profile.

(B) Denotes where the rear 7m of a lot is subject to a (B) profile.

**PALISADES ESTATE - STAGE 5** BUILDING ENVELOPE SCHEDULE

DATE 17/11/2010 PLAN NO. 1660-BE5 VERSION NO. 3

BASED ON:- PLAN OF SUBDIVISION NO. PS611358X STAGE 5 VERSION 5

ENGINEERING DESIGN PLAN NO. M09295-05-BASE.DWG

DWG RECEIVED FROM BROWN and TOMKINSON (30-08-2010)

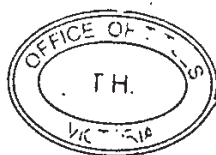
ORIGINAL  
SHEET SIZE A3

1:1000

AA1617

06/12/2010 \$52.60 MCP

3133138\_4.DOC



Form 18

AF774770N



Section 181

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A  
 RECORDING OF AN AGREEMENT**

*Planning and Environment Act 1987*

Lodged at the Land Titles Office by:

**Name:** Maddocks  
**Phone:** 9288 0555  
**Address:** 140 William Street, Melbourne 3000 or DX 259 Melbourne  
**Ref:** TGM:5240694 **Customer Code:** 1167E

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

Land: Volume 11013 Folio 239

Authority: Whittlesea City Council of Municipal Offices, Ferres Boulevard, South Morang, Victoria

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

A copy of the agreement is attached to this application

Signature for the Authority: *[Signature]*

Name of officer: DAVID TURNBULL

Office held: CHIEF EXECUTIVE OFFICER

Date: 7.4.2008



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Date **18 / 06 /2007**



**Maddocks**

Lawyers  
140 William Street  
Melbourne Victoria 3000 Australia  
Telephone 61 3 9288 0555  
Facsimile 61 3 9288 0866  
Email [info@maddocks.com.au](mailto:info@maddocks.com.au)  
[www.maddocks.com.au](http://www.maddocks.com.au)  
DX 259 Melbourne

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

**Land: Blue Hills Estate**

**Whittlesea City Council**

and

**Twin Peaks South Morang Pty Ltd**  
ACN 117 056 229

Affiliated offices  
Adelaide, Brisbane, Colombo, Dubai,  
Hong Kong, Jakarta, Kuala Lumpur,  
Manila, Mumbai, New Delhi, Perth,  
Singapore, Sydney, Tianjin

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

DATE 18 / 06 /2007

**AF774770N**



BETWEEN

**WHITTLESEA CITY COUNCIL**

of Municipal Offices, Ferres Boulevard, South Morang, Victoria

(Council)

AND

**TWIN PEAKS SOUTH MORANG PTY LTD ACN 117 056 229**

of Suite 1210, 1 Queens Road, Melbourne, Victoria

(Owner)

## RECITALS

- A. Council is the responsible authority the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Schedule 22 of the Development Plan Overlay in the Planning Scheme provides that a permit must not be granted to use or develop land until an agreement under section 173 of Act is executed providing for the transfer of certain land to Council, the payment of the State Infrastructure Levy and the payment of the Council Infrastructure Levy.
- D. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. AE959898P in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- E. The parties enter into this Agreement:
  - E.1 to give effect to the requirements of the Planning Scheme; and
  - E.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

## THE PARTIES AGREE

### 1. DEFINITIONS

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

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

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

**Council Infrastructure Levy** means the amount of \$600,000.

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

**Open Space Land** means the land delineated by the thick black line in the plan attached to this Agreement and marked Annexure A.

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

**party or parties** means the Owner and Council under this Agreement as appropriate.

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

**State Infrastructure Levy** means any infrastructure levy imposed by State Government in respect of growth areas.

**Subject Land** means the land situated at Hunters Lane, South Morang being the land more particularly referred to in Certificate of Title Volume 10914 Folio 359 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.

## 2. INTERPRETATION

In this Agreement unless the context admits otherwise:

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



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### 3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner acknowledges agrees that:

#### 3.1 Transfer of the Open Space Land

- 3.1.1 it will vest the Open Space Land to or in Council free from all and any encumbrances other than easements in favour of any public statutory authority;
- 3.1.2 the vesting of the Open Space Land is intended to satisfy the public open space contribution that would otherwise be required under clause 52.01 of the Planning Scheme for the subdivision of the balance of the Subject Land; and
- 3.1.3 the vesting of the Open Space Land to Council must be effected in the first plan of subdivision certified by Council upon registration by the Land Registry;

#### 3.2 State Infrastructure Levy

prior to the issue of a Statement of Compliance in respect of any plan of subdivision of the Subject Land, the Owner must pay the State Infrastructure Levy to the State of Victoria or any other person which the State of Victoria directs the amount be paid to;

#### 3.3 Council Infrastructure Levy

prior to the issue of a Statement of Compliance in respect of any plan of subdivision of the Subject Land, the Owner must pay the Council Infrastructure Levy as adjusted in accordance with this Agreement to Council;

#### 3.4 Interest for late payment

if the amounts referred to in clause 3.2 and 3.3 are not paid by the specified time, the amount payable will accrue interest from the day the Statement of Compliance is issued at the rate prescribe under section 227A of the *Local Government Act* 1989 until it is paid; and

#### 3.5 Adjustment of the Council Infrastructure Levy

the Council Infrastructure Levy must be adjusted on the first anniversary of the date of this Agreement and then annually until it is paid for rises in the index known as "Output of The General Construction Industry: All Groups, index" published by the Australian Bureau of Statistics or if such index is no longer in publication the index that most closely replaces that index.

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#### 4. ACKNOWLEDGMENT AND OBLIGATIONS OF COUNCIL

---

Council agrees that:

##### 4.1 Public Open Space Contribution

the transfer or vesting of the Open Space Land to or in Council in accordance with the terms of this Agreement by the Owner satisfies the open space contribution required by clause 52.01 of the Planning Scheme for the subdivision of the balance of the Subject Land notwithstanding that the contribution may be made prior to the making of the requirement under clause 52.01 of the Scheme; and

##### 4.2 Records and use of funds

4.2.1 it will, in respect of any development contributions received pursuant to this Agreement, keep proper records and accounts in accordance with its obligations under the *Local Government Act 1989*; and

4.2.2 it will apply the Council Infrastructure Levy received pursuant to this Agreement for purposes set out in the South Morang Local Structure Plan incorporated into the Planning Scheme for the benefit of the Subject Land.

#### 5. FURTHER OBLIGATIONS OF THE OWNER

---

##### 5.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

##### 5.2 Further actions

The Owner further covenants and agrees that:

5.2.1 the Owner will do all things necessary to give effect to this Agreement;

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

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**5.3 Council's Costs to be Paid**

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses, including legal expenses) of an incidental to the preparation, drafting, finalisation, engrossment, execution and registration of this Agreement which are and until paid will remain a debt due to Council by the Owner.

**6. AGREEMENT UNDER SECTION 173 OF THE ACT**

Council and the Owner agree that 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 pursuant to Section 173 of the Act and specifies conditions pursuant to which the Subject Land may be used or developed for specified purposes.

**7. OWNER'S WARRANTIES**

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

**8. SUCCESSORS IN TITLE**

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

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

**9. GENERAL MATTERS****9.1 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:

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

**9.2 Service of Notice**

A notice or other communication is deemed served:

- 9.2.1 if delivered, on the next following business day;

9.2.2 if posted, on the expiration of two business days after the date of posting;  
or

9.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

### 9.3 No Waiver

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

### 9.4 Severability

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

### 9.5 No Fettering of Council's Powers

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

## 10. COMMENCEMENT OF AGREEMENT

---

This Agreement commences on the date it is executed by both parties.

## 11. ENDING OF AGREEMENT

---

11.1 This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement to the satisfaction of Council as evidenced in writing by a letter from Council to that effect.

11.2 At the time Council issues a Statement of Compliance under the *Subdivision Act* 1988 in respect of any stage of the Subject Land, provided the Owner has fulfilled all of the obligations of this Agreement relating to that stage to the satisfaction of Council, Council will, at the request and expense of the Owner, prepare and execute an application pursuant to section 183(2) of the Act to enable this Agreement to be removed from the Certificate of Title(s) to every lot within that stage of the Subject Land.





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SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

THE COMMON SEAL of WHITTLESEA  
CITY COUNCIL is affixed in the presence  
of:

Chief Executive Officer

EXECUTED by TWIN PEAKS SOUTH  
MORANG PTY LTD ACN 117 056 229 in  
accordance with section 127 of the  
Corporations Act 2001 by being signed by the  
person who is authorised to sign for the  
company

Director

Full name

1 QUEENS ROAD MELBOURNE

Usual address

### Mortgagee's Consent

Commonwealth Bank of Australia as Mortgagee of registered mortgage No. AE959898P consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

SIGNED SEALED and DELIVERED in Victoria  
for and on behalf of COMMONWEALTH BANK  
OF AUSTRALIA by its Attorney

SIMONA HILL

under Power dated 11 December 2000 a certified  
copy of which is filed in Permanent Order Book  
No. 277 at Page 016 who certifies that he/she is

A CONVEYANCING OFFICER  
Victoria of COMMONWEALTH BANK OF AUSTRALIA  
in the presence of:

## ANNEXURE A

11004/2008 \$97 173

PLAN OF SUBDIVISION

Stage No. 7 Plan Number PS 542594 S

HUNTERS LANE

101.7ha

21.985 ha

2

ENLARGEMENT NOT TO SCALE

SCALE 1:2000

NEIL A WEBSTER & ASSOCIATES  
662 MAIN ROAD ELTHAM 3095  
PHONE (03) 9439 4222 FAX (03) 9439 5288

ORIGINAL SCALE 1 SHEET

LICENSED SURVEYOR (PRINT) NEIL ALFRED WEBSTER

SIGNATURE DATE 6/10/2008

Sheet 2 of 2 Sheets

## FORM 18

### Schedule 1 of the *Planning and Environment Regulations 2005*

#### APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A RECORDING OF AN AGREEMENT

Section 181

#### *Planning and Environment Act 1987*



**AF610189K**



**Lodged by:**

**Name:** BEST HOOPER

**Phone:** 9670 8951

**Address:** 563 Little Lonsdale Street, Melbourne

**Ref:** IP:TLC:02041664

**Customer Code:** 0485 U

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

**Land:** Certificate of Title Volume 11013 Folio 239  
(Lot 1 on Plan of Subdivision 542594S)

**Authority:** Whittlesea City Council

**Section and Act under which Agreement made:**

Section 173 Planning and Environment Act 1987

A copy of the Agreement is attached to this Application.

**Signature for the Authority:** 

**Name of Officer:** DAVID TURNBULL

**Date:** 16 - 1 - 2008



**WHITTLESEA CITY COUNCIL**

Council

- and -

**TWIN PEAKS SOUTH MORANG PTY LTD**  
(ACN 117 056 229)

the Owner

- and -

**YARRA VALLEY WATER**  
(ACN 066 902 501)

YVW

---

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

---

**Subject Land: Lot 1 on Plan of Subdivision PS542594S  
105 Hunters Lane, South Morang**

**BEST HOOPER**  
Solicitors  
563 Little Lonsdale Street  
MELBOURNE

Ref: IP:MJ:02041664  
Tel: 9670 8951  
Fax: 9670 2954



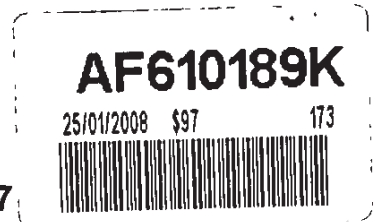
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# **PLANNING AND ENVIRONMENT ACT 1987**

## **SECTION 173 AGREEMENT**

THIS AGREEMENT is made the <sup>6<sup>th</sup></sup> day of **DECEMBER** 2007

**BETWEEN:**

**WHITTLESEA CITY COUNCIL**  
of Municipal Offices, Ferres Boulevard, South Morang, Victoria  
(“Council”)

- and -

**TWIN PEAKS SOUTH MORANG PTY LTD** (ACN 117 056 229)  
of Suite 1210, 1 Queens Road, Melbourne, Victoria  
(“the Owner”)

- and -

**YARRA VALLEY WATER LIMITED** (ACN 006 902 501)  
of Lucknow Street, Mitcham, Victoria  
(“YVW”)

### **INTRODUCTION**

- A. The Council is the Responsible Authority for the Planning Scheme under the Act.
- B. The Owner is or is entitled to be registered as the proprietor of the Subject Land.
- C. YVW is the relevant water supply licensee under the *Water Industry Act 1994* for the area in which the Subject Land is located.
- D. YVW seeks to construct a Water Main across the Subject Land.
- E. The Owner has agreed to create a water supply Easement across the Subject Land in favour of YVW to accommodate the construction of a new Water Main subject to the terms of this Agreement.
- F. YVW has agreed to construct the Water Main in a location nominated by the Owner to facilitate the staged subdivision of the Land and at a time nominated by the Owner or of which YVW has given adequate prior notice.
- G. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. AE959898P in favour of the Mortgagee. The Mortgagee has

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consented to the Owner entering into this Agreement with respect to the Subject Land.

H. The parties enter into this Agreement -

- (a) to give effect to the requirements of the Planning Scheme; and
- (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

## IT IS AGREED:

### 1. DEFINITIONS

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

- 1.1 **"the Act"** means the *Planning and Environment Act 1987*.
- 1.2 **"this Agreement"** means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.
- 1.3 **"Council"** means Whittlesea City Council as the Responsible Authority for the Planning Scheme and any subsequent person or body which is the Responsible Authority for the Planning Scheme.
- 1.4 **"the Easement"** means an easement for water supply purposes across the Subject Land generally along the alignment of the Water Main and six metres wide generally in the location in Schedule A to this Agreement and in the form in Schedule B to this Agreement.
- 1.5 **"Mortgagee"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.
- 1.6 **"the Owner"** means being Twin Peaks South Morang Pty Ltd (ACN 117 056 229) and the person or persons subsequently registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.
- 1.7 **"Planning Scheme"** means the Whittlesea Planning Scheme and any other planning scheme which applies to the Subject Land.
- 1.8 **"the Subject Land"** means Lot 1 on Plan of Subdivision PS 542594S.

### 2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.

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- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.6 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.7 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land PROVIDED THAT if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

### 3. **SPECIFIC OBLIGATIONS OF THE OWNER**

The Owner covenants and agrees:

- 3.1 to grant a registerable Easement for water supply purposes in favour of YVW generally in the location delineated on the plan in Schedule A to this Agreement, the precise location of the Easement to be in accordance with a surveyed plan identifying the centre of the Water Main for its full length between the boundaries of the Subject Land with the Water Main located within and approximately 2 metres from the southern boundary of the Easement.
- 3.2 to grant the Easement forthwith after it is provided by YVW with a surveyed plan of the location of the Water Main and of the dimensions and boundaries of the Easement.
- 3.3 to take all steps necessary to create the Easement in favour of YVW upon being provided with a surveyed plan of the location, dimensions and boundaries of the Easement in accordance with this Agreement prepared by a surveyor engaged by YVW at its cost.
- 3.4 to execute and deliver to YVW such other documents and do such things as YVW may reasonably require to allow YVW to register the Easement on the Certificate of Title to that part of the Subject Land within which the Easement is to be located, including obtaining the consent of any mortgagee or caveator to the creation of the Easement and the making of the duplicate Certificate of Title available at the Land Titles Office.
- 3.5 to permit YVW to construct the Water Main across the Subject Land the precise location to be contingent on the dimensions of the stages

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\$97

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of subdivision of the Subject Land south of the general location for the Water Main depicted in Schedule A to this Agreement.

- 3.6 to provide to YVW with particulars of the precise location and alignment for the Water Main not less than six months before the date for commencement of construction in any requirement by it that YVW proceed to construct the Water Main or within one month of receiving notice under clause 4(d) of this Agreement from YVW of its intention to commence construction of the Water Main.
- 3.7 that the creation of Easement pursuant to the terms of this Agreement is to be without consideration other than the terms of this Agreement PROVIDED THAT the construction of the Water Main is constructed in accordance with clause 4. of this Agreement and, after construction, the Subject Land is reinstated in accordance with clause 4.3 of this Agreement.
- 3.8 to bring this Agreement to the attention of all prospective purchasers, mortgagees and transferees, lessees and assigns of any part of the Subject Land within which the Easement is to be located; and
- 3.9 that it will not sell, transfer or assign its interest in that part of the Subject Land within which the Easement is to be located prior to the construction of the Water Main by YVW and the creation of the Easement, otherwise than in accordance with clause 6. of this Agreement.

#### **4. SPECIFIC OBLIGATIONS OF YVW**

YVW covenants and agrees:

- 4.1 to commence construction of the Water Main within six months after receiving notice from the Owner requiring the commencement of such construction and the Owner specifying the precise location at the east and west boundaries of the Subject Land where the Water Main is to be constructed generally at the locations depicted in the plan in Schedule A to this Agreement.
- 4.2 to complete construction of the Water Main within the Subject Land within six months from the date of commencement of such construction.
- 4.3 that it is solely responsible to obtain all necessary permits and approvals for the construction of the Water Main, for its design, for its construction and for the reinstatement of the Subject Land to a standard which does not impair or render more expensive the development of the Subject Land in accordance with the Development Plan approved under Schedule 22 to the Development Plan Overlay in the Whittlesea Planning Scheme.
- 4.4 that if the Owner has not given notice of requiring commencement of the construction of the Water Main and YVW wishes to proceed to commence to construct the Water Main it will give the Owner not less



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25/01/2008 \$97

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than three months notice of the date upon which it proposes to commence such construction.

- 4.5 to pay to the Council, the Council's reasonable costs and expenses (including reasonable legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution and registration of this Agreement and until those costs are paid they will remain a debt of YVW to the Council; and
- 4.6 to pay to the Owner, the Owner's reasonable costs and expenses (including reasonable legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution and registration of this Agreement and until those costs are paid they will remain a debt of YVW to the Owner.

## **5. ACKNOWLEDGMENT AND COVENANTS OF COUNCIL**

- 5.1 The Council covenants that it will forthwith apply to register this Agreement pursuant to Section 181 of the Act.

## **6. FURTHER OBLIGATIONS OF THE OWNER**

The Owner further covenants and agrees that:

### **6.1 Notice and Registration**

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

### **6.2 Further actions**

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

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

**AF610189K****7. AGREEMENT UNDER SECTION 173 OF THE ACT**

The Council, YVW and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

**8. OWNER'S WARRANTIES**

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

**9. SUCCESSORS IN TITLE**

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

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

**10. GENERAL MATTERS****10.1 Notices**

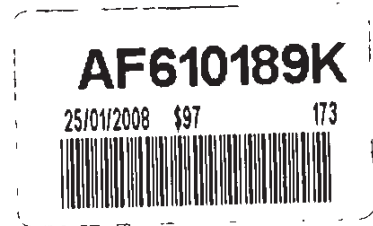
A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:

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

**10.2 A notice or other communication is deemed served:**

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

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**10.3 No Waiver**

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

**10.4 Severability**

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

**10.5 No Fettering of the Council's Powers**

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

**11. COMMENCEMENT OF AGREEMENT**

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

**12. ENDING OF AGREEMENT**

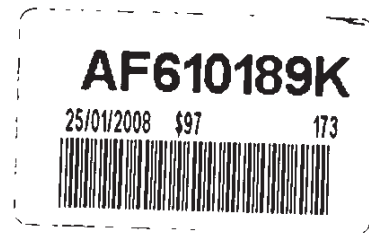
This Agreement will end upon the latest to occur of registration of the Easement in the form in Schedule B to this Agreement, completion of construction of the water main, reinstatement of the Subject Land and payment by YVW of the Owner's and the Council's costs.

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

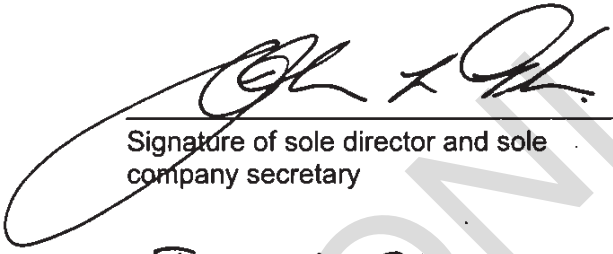
**THE COMMON SEAL** of WHITTLESEA  
**CITY COUNCIL** is affixed in the  
presence of:

  
) Chief Executive Officer

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**EXECUTED by TWIN PEAKS SOUTH MORANG PTY LTD (ACN 117 056 229)**  
by being signed by the person who is authorised to sign for the company:



Signature of sole director and sole company secretary

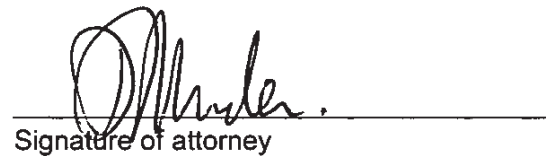
John L Gibson  
Full name

1 Queens Rd Melbourne  
Usual address

**SIGNED, SEALED and DELIVERED for YARRA VALLEY WATER LIMITED (ACN 006 902 501) under power of attorney in the presence of:**

  
Signature of witness

Stephen Wright  
Name

  
Signature of attorney

David Murden  
Name  
Manager Corporate Services

Yarra Valley Water.  
Usual address

27 July 2005  
Date of power of attorney

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### Mortgagee's Consent

**Commonwealth Bank of Australia** as Mortgagee of registered mortgage No. AE959898P consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

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

SIGNED, SEALED and DELIVERED in Victoria  
for and on behalf of COMMONWEALTH BANK  
of AUSTRALIA by its Attorney  
*SIMONA HILL*  
under Power dated 11 December 2000 a certified  
copy of which is filed in Permanent Order Book  
No. 277 at Page 016 who certifies that ~~he~~ she is  
**A CONVEYANCING OFFICER**  
Victoria of COMMONWEALTH BANK OF AUSTRALIA  
in the presence of

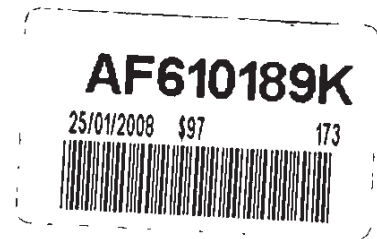
*[Signature]*

INFORMATION ONLY



- 10 -

**SCHEDULE A**  
**EASEMENT LOCATION PLAN**

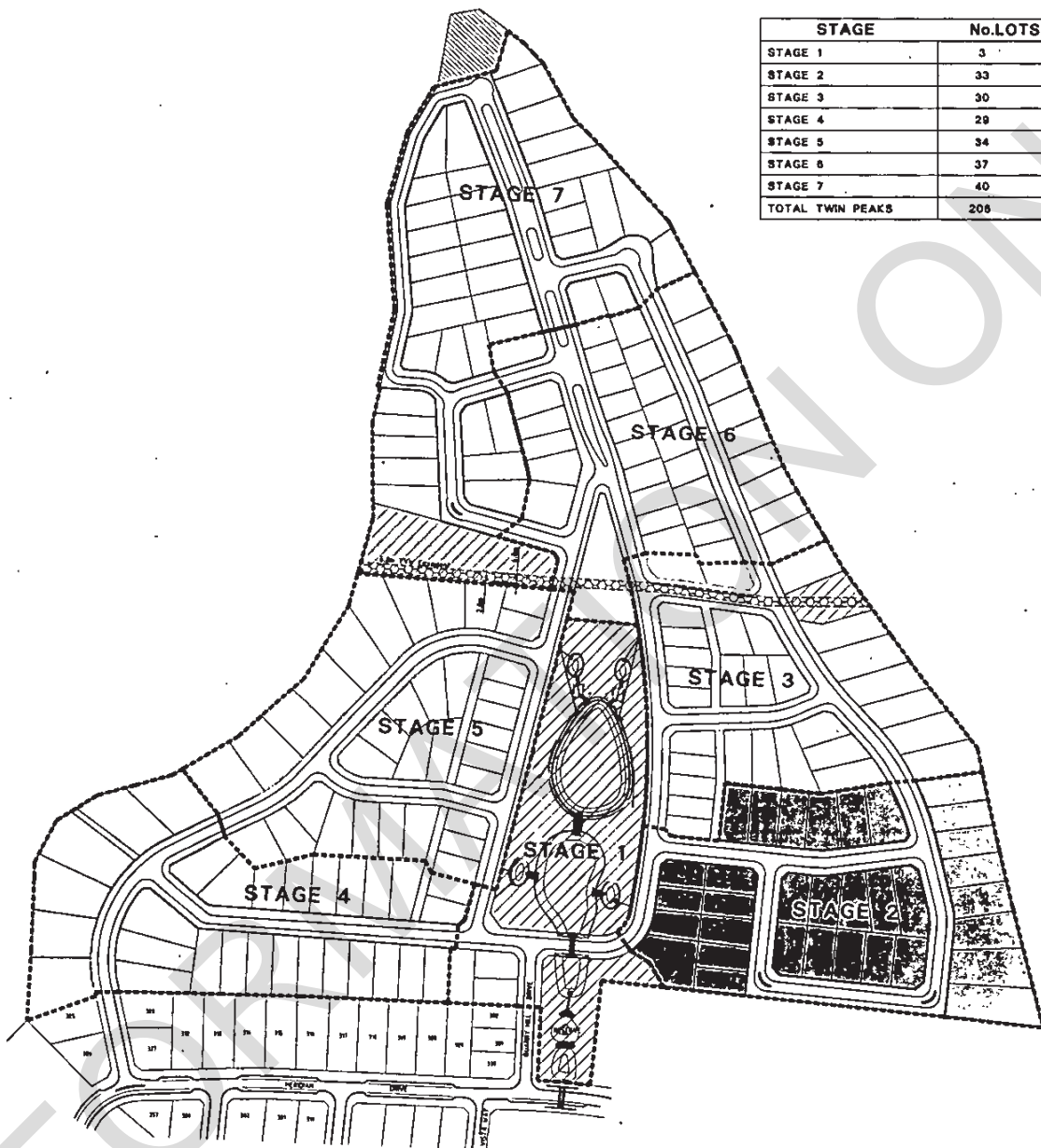


INFORMATION ONLY

**AF610189K**

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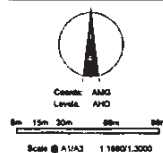
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STAGE	No.LOTS
STAGE 1	3
STAGE 2	33
STAGE 3	30
STAGE 4	29
STAGE 5	34
STAGE 6	37
STAGE 7	40
TOTAL TWIN PEAKS	206

REF	REVISION	DATE	APPD.
D	YARRA VALLEY WATER EASEMENT DETAILS ADDED	28/11/07	T.L.
C	STAGE BOUNDARIES REVERSED, LOTS ADDED	04/08/07	T.L.
B	STAGE BOUNDARIES REVERSED	17/08/07	T.L.
A	REBUILT FOR DISCUSSION	30/08/07	T.L.

LEGEND	
Designed ST	STAGE 1
AK	STAGE 2
Verified ST	STAGE 3
AK	STAGE 4
Revised TO	STAGE 5
AK	STAGE 6
Approved TL	STAGE 7
AK	STAGE BOUNDARY
	St YVW EASEMENT

**TWIN PEAKS PTY LTD**

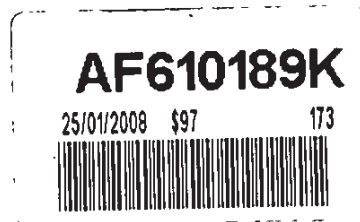
CITY OF WHITTLESEA  
TWIN PEAKS ESTATE  
STAGING PLAN  
Drawing No. 10847CSP1 Rev D  
Sheet No. 1 Of 1  
© Dalton Consulting Engineers Pty Ltd. All rights reserved.

**DCE**

dalton consulting engineers  
Dalton Consulting Engineers Pty Ltd  
288 Wertheimer Road, Gullery  
Victoria 3183 Australia  
T 61 3 9662 8888  
F 61 3 9662 8888  
info@daltoneng.com  
www.daltoneng.com

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**SCHEDULE B**  
**FORM OF CREATION OF EASEMENT**



_____	_____
_____	_____
_____	_____

INFORMATION ONLY

**FORM 13  
WATER EASEMENT  
SECTION 45(1) TRANSFER OF LAND 1958**



Lodged by:

Name:

Phone:

Address:

Ref:

Customer Code: 12768P

The Grantor being registered as the proprietor of the estate specified in the servient land transfers and grants to the Grantee **[the registered proprietor of the dominant land]**, for the consideration expressed, the easement specified subject to the encumbrances affecting the servient land including any created by dealings lodged for registration before the lodging of this creation of easement.

**Servient land:** All that piece of land delineated and marked # on the plan annexed hereto and being part of the land described in certificate of title volume 1101 folio 239.

**Dominant land:** Not applicable (easement in gross).

**Grantor:** Twin Peaks South Morang Pty Ltd of Suite 1210, 1 Queens Road Melbourne, Victoria

**Grantee:** YARRA VALLEY WATER LIMITED ACN 066 902 501 of Lucknow Street, Mitcham, Victoria, 3132.

**Estate:** An estate in fee simple.

**Consideration:** \$1

**Easement:** 1 Permitted purposes

The Grantor grants to the Grantee the full and free right at all times to:

- (a) enter and remain upon the servient land and obtain ingress to and egress from and pass over the servient land with or without plant, equipment, vehicles and materials;
- (b) construct and maintain gates in fences crossing the servient land;
- (c) construct, lay, place, erect and install Assets in, on and under the servient land;
- (d) patrol, inspect (including by aircraft and helicopter), maintain, repair, alter, remove, replace and destroy the Assets;
- (e) use and operate the Assets, including by the passage through the Assets of water;

TO THE REGISTRAR OF TITLES, PLEASE REGISTER THIS DEALING AND UPON COMPLETION ISSUE CERTIFICATE OF TITLE TO

SIGNED..... DATE.....



- 2 -

- (f) temporarily locate and store plant, equipment, vehicles and materials in connection with any of the purposes described in paragraphs (c) – (e) above;
- (g) allow water to drain over the servient land;
- (h) clear and keep free the servient land of anything whether above or below ground which is or may be an obstruction to the exercise of the rights granted by this document, including all improvements, buildings, trees, plants, soil, fill, works or structures whatsoever;
- (i) maintain or change the present grades and contours of the servient land;
- (j) carry out on the servient land such digging, cutting and excavating as may be reasonably necessary in relation to the Assets or in relation to the exercise of any rights under this document; and
- (k) without limiting any other power or right granted under this document, exercise the rights, powers, duties and functions of the Grantee under the Water Industry Act 1994 or any other legislation from time to time relating to the distribution, sale or supply of water, sewerage or similar services or under any licence granted to the Grantee under that legislation or any other such legislation.

## **2 Obligations of the Grantee**

The Grantee must:

- (a) when exercising the rights conferred by this document:
  - (i) do as little damage to the servient land as is reasonably practicable; and
  - (ii) cause as little interference to the operations of the Grantor on the servient land as is reasonably practicable; and
- (b) cover in any excavation works on the servient land as soon as reasonably practicable after completion of those works.

## **3 No obstruction by the Grantor**

The Grantor must not do or permit to be done on the servient land or on any land in the proximity of the servient land any act, matter or thing which interferes or is likely to interfere with the rights of the Grantee under this document or with the Assets including by planting any vegetation, erecting any structures or any excavating or digging.





#### **4 Ownership of Assets**

Despite any rule of law or equity to the contrary or that the Assets may be annexed or affixed to the servient land, the Assets will at all times remain the property of the Grantee (or any person to whom the Grantee sells or otherwise disposes of the Assets) and may be left on or within the servient land whether in use or not.

#### **5 No limitation**

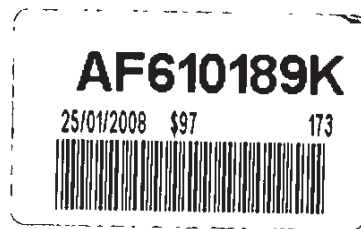
Nothing in this document restricts or limits the rights and obligations of the Grantee under the Water Industry Act 1994 or any licence under that Act or any rights or obligations of the Grantee under any other legislation for the time being relating to the distribution, sale or supply of water, sewerage or similar services or any licence under any other such legislation.

#### **6 Definitions and Interpretation**

In this document, unless the context requires otherwise:

- (a) a gender includes the other genders;
- (b) the singular includes the plural and vice versa;
- (c) the Grantor includes the Grantor's administrators, successors, transferees, assigns, licensees, employees, agents, contractors and sub-contractors;
- (d) the Grantee includes the Grantee's administrators, successors, transferees, assigns, licensees, employees, agents, contractors and sub-contractors, each of whom may exercise the rights granted under this document;
- (e) where any form of the word "include" is used it is to be read as if followed by the words "without limitation";
- (f) "Assets" means any one or more of the following:
  - (i) pipeline works;
  - (ii) channel works;
  - (iii) roads or access tracks;
  - (iv) drainage works;
  - (v) sewers and sewerage works;
  - (vi) sewerage, water supply and drainage facilities; and
  - (vii) all other equipment, installations and appurtenances whether or not similar to the foregoing as may be useful or convenient in connection therewith.

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**DATED**

**2007**

**SIGNED FOR TWIN PEAKS SOUTH MORANG  
PTY LTD** in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Grantor

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Usual address

\_\_\_\_\_  
Usual address

**SIGNED, SEALED and DELIVERED for YARRA  
VALLEY WATER LIMITED** under power of  
attorney in the presence of:

\_\_\_\_\_  
Signature of attorney

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
David Murden

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Manager Corporate Services

\_\_\_\_\_  
Position

\_\_\_\_\_  
Lucknow Street Mitcham

\_\_\_\_\_  
Usual address

\_\_\_\_\_  
27 July 2005

\_\_\_\_\_  
Date of power of attorney

# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 13 February 2025 09:49 AM

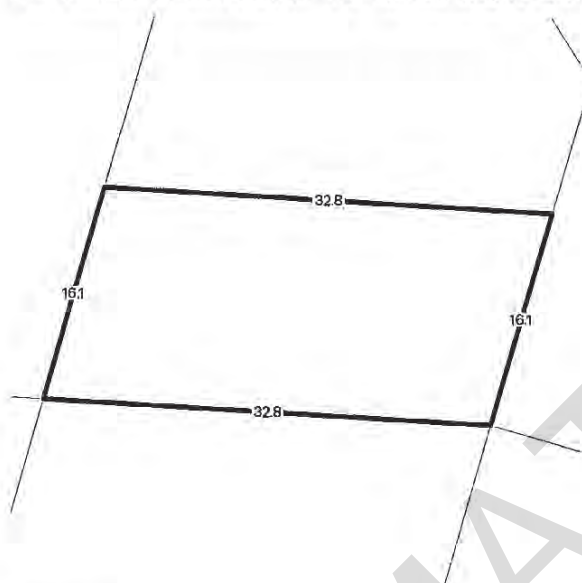
## PROPERTY DETAILS

Address: **23 PALISADES BOULEVARD SOUTH MORANG 3752**  
 Lot and Plan Number: **Lot 501 PS611358**  
 Standard Parcel Identifier (SPI): **501\PS611358**  
 Local Government Area (Council): **WHITTLESEA**  
 Council Property Number: **767756**  
 Directory Reference: **Melway 183 B3**

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

## SITE DIMENSIONS

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



**Area:** 517 sq. m

**Perimeter:** 98 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**  
 Legislative Assembly: **MILL PARK**

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

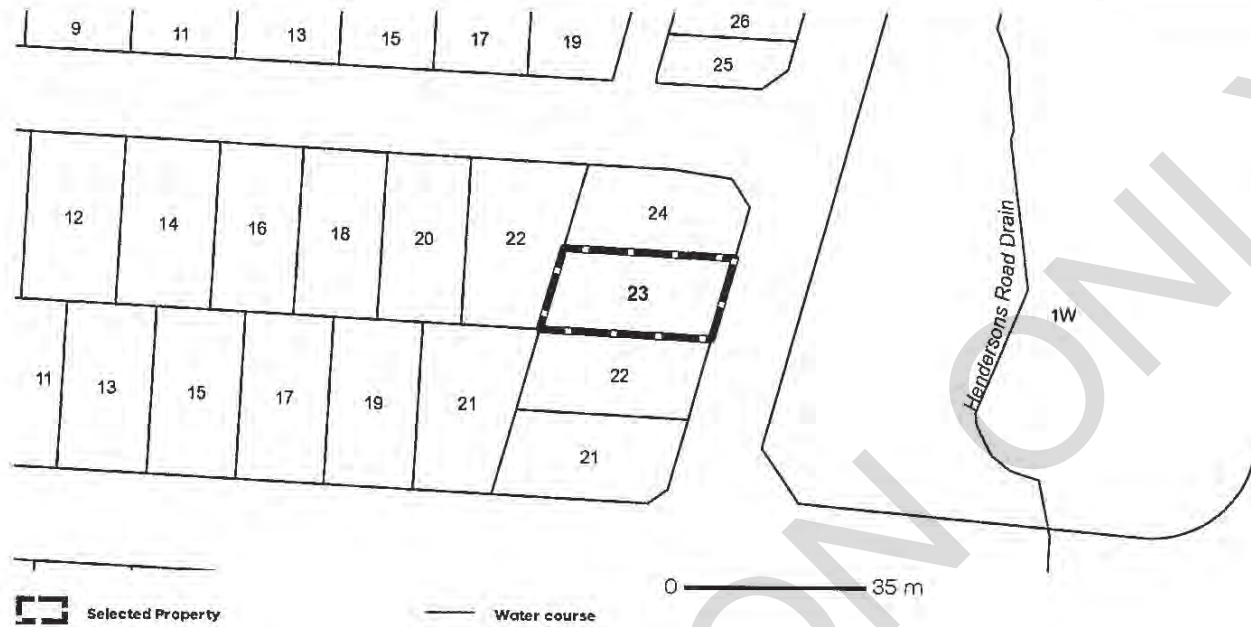
**Property and parcel search** <https://www.land.vic.gov.au/property-and-parcel-search>

# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

## Area Map





# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 13 February 2025 09:49 AM

## PROPERTY DETAILS

Address: **23 PALISADES BOULEVARD SOUTH MORANG 3752**  
 Lot and Plan Number: **Lot 501 PS611358**  
 Standard Parcel Identifier (SPI): **501\PS611358**  
 Local Government Area (Council): **WHITTLESEA**  
 Council Property Number: **767756**  
 Planning Scheme: **Whittlesea**  
 Directory Reference: **Melway 183 B3**

[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: **NORTH-EASTERN METROPOLITAN**  
 Legislative Assembly: **MILL PARK**

## OTHER

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

[View location in VicPlan](#)

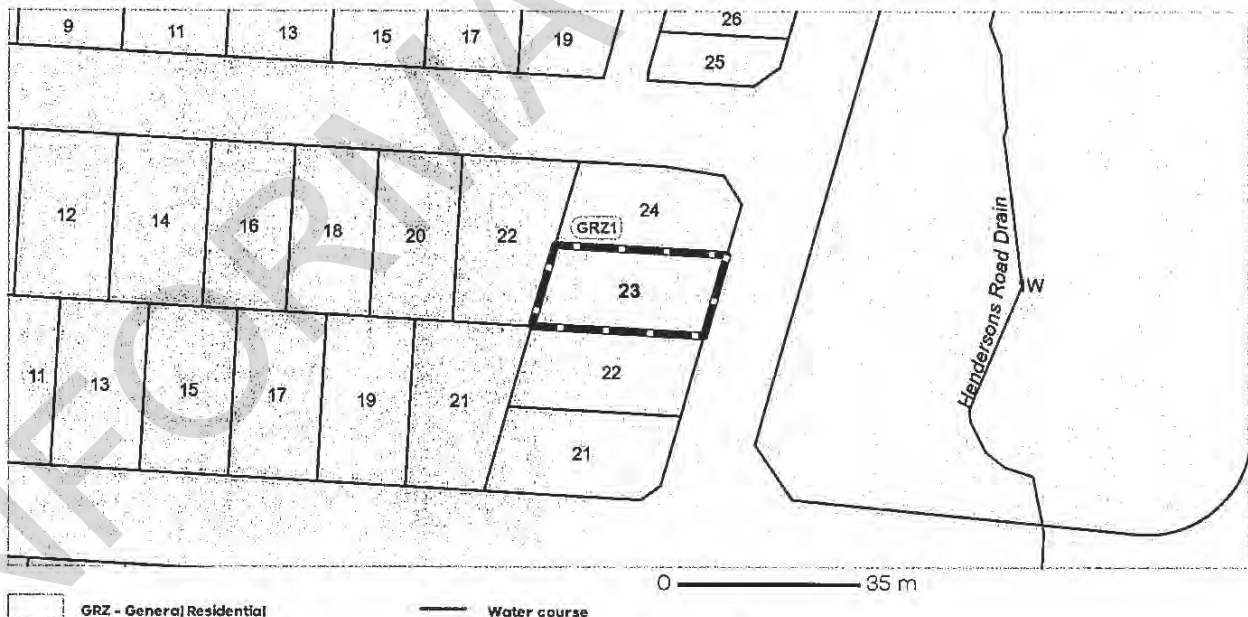
## Note

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

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



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

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

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



# PLANNING PROPERTY REPORT

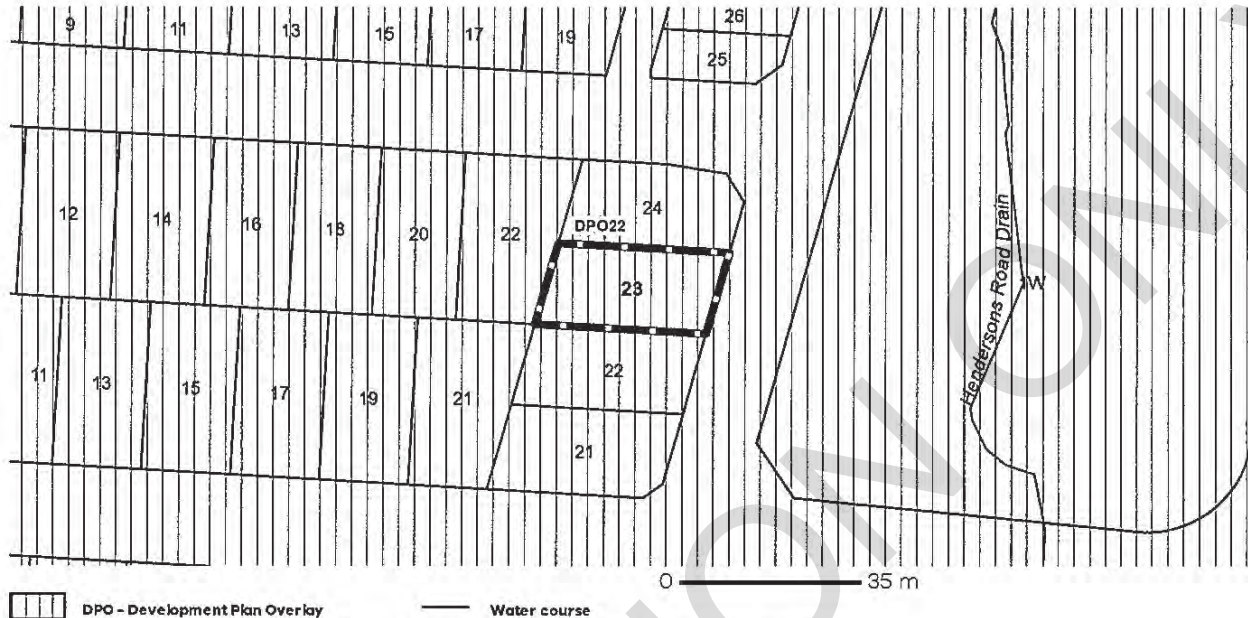


Department  
of Transport  
and Planning

## Planning Overlays

### DEVELOPMENT PLAN OVERLAY (DPO)

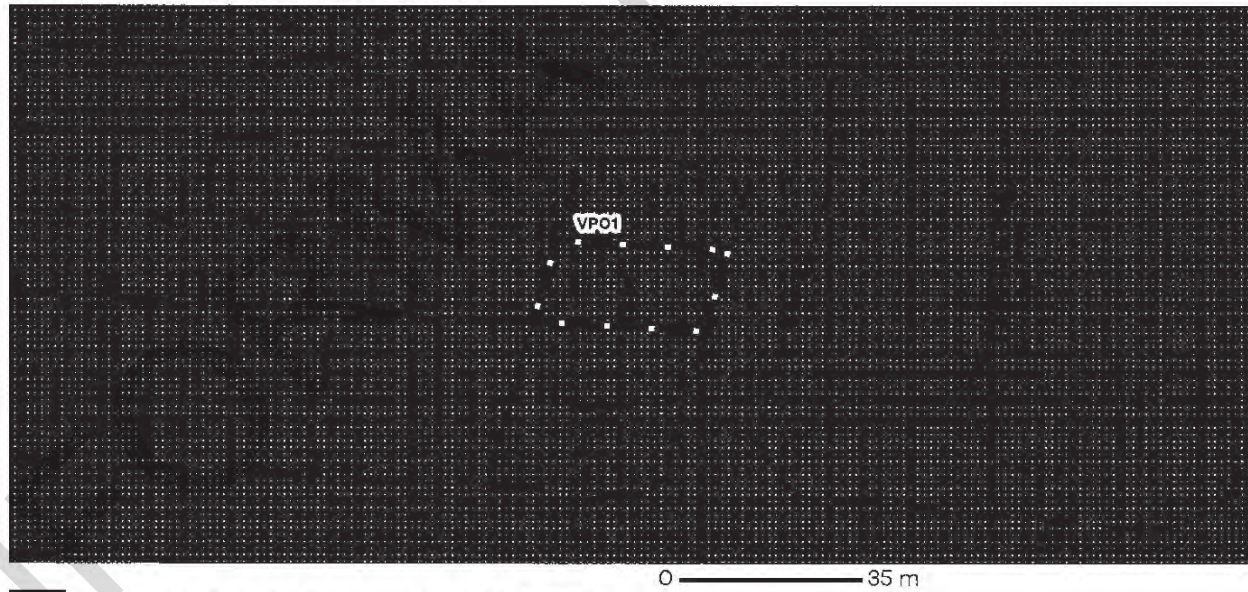
#### DEVELOPMENT PLAN OVERLAY - SCHEDULE 22 (DPO22)



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

### VEGETATION PROTECTION OVERLAY (VPO)

#### VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)



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

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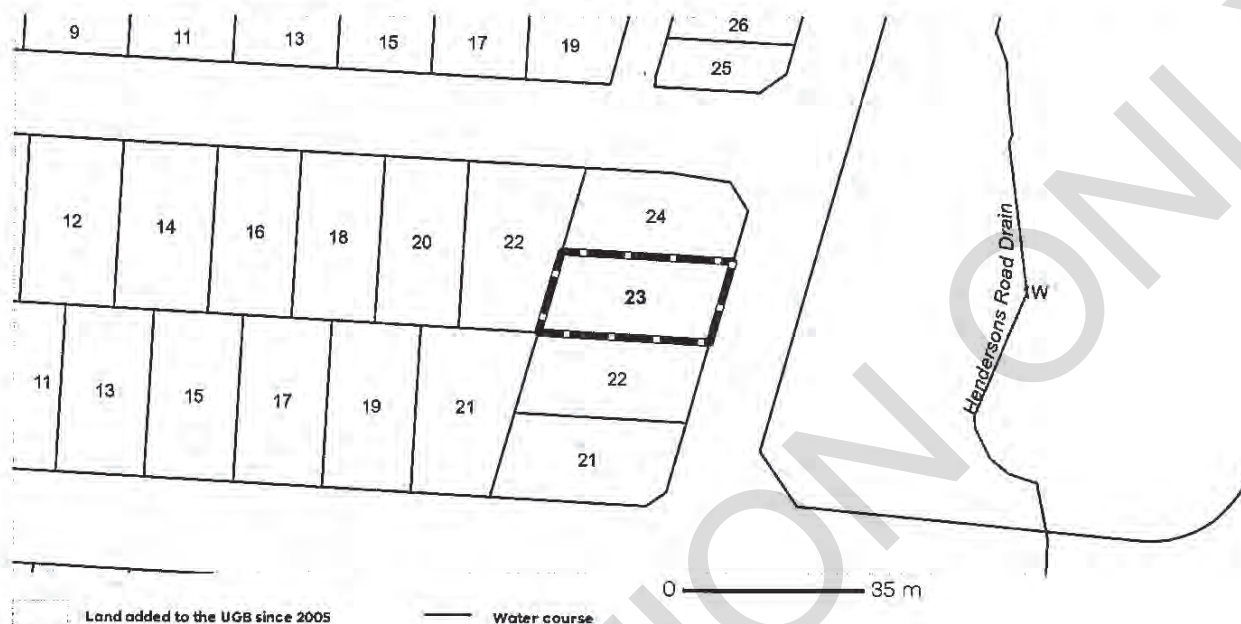
**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at <https://www.dclwp.vic.gov.au/disclaimer>

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

## PLANNING PROPERTY REPORT

### 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](#).





# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

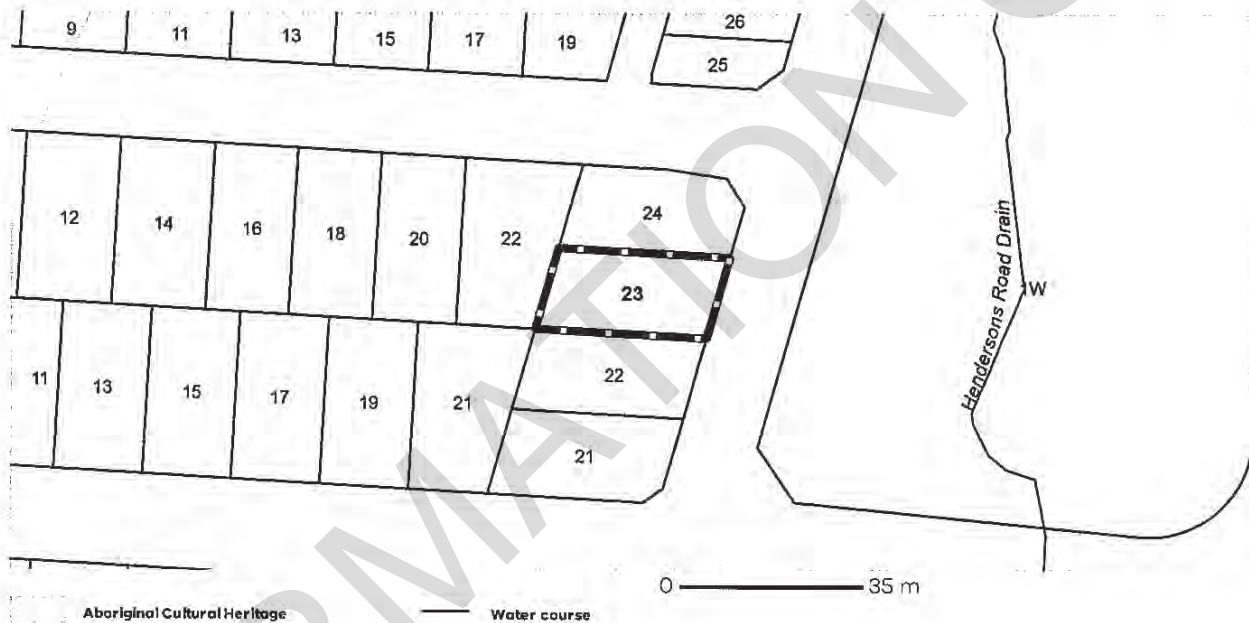
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a cultural heritage management plan to be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

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



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

# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

## Further Planning Information

Planning scheme data last updated on 08 February 2025.

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

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

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

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

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

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# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

## Designated Bushfire Prone Areas

**This property is not in a designated bushfire prone area.**

**No special bushfire construction requirements apply. Planning provisions may apply.**

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

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## WHITTLESEA PLANNING SCHEME

**32.08**31/07/2018  
VC148**GENERAL RESIDENTIAL ZONE**

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

**Purpose**

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

To encourage development that respects the neighbourhood character of the area.

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

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

**32.08-1**27/03/2017  
VC110**Neighbourhood character objectives**

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

**32.08-2**14/01/2025  
VC237**Table of uses****Section 1 - Permit not required**

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

## WHITTLESEA PLANNING SCHEME

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

## Section 2 - Permit required

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

# WHITTLESEA PLANNING SCHEME

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



## WHITTLESEA PLANNING SCHEME

### Section 3 – Prohibited

#### Use

Amusement parlour

Animal production (other than Grazing animal production)

Animal training

Cinema based entertainment facility

Domestic animal boarding

Extractive industry

Horse husbandry

Industry (other than Automated collection point and Car wash)

Motor racing track

Nightclub

Saleyard

Small second dwelling – if the Section 1 condition is not met

Transport terminal

Warehouse (other than Store)

### Subdivision

#### Permit requirement

A permit is required to subdivide land.

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

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

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

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

32.08-3  
14/12/2023  
VC253

**WHITTLESEA PLANNING SCHEME**

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

<b>Class of subdivision</b>	<b>Objectives and standards to be met</b>
60 or more lots	All except Clause 56.03-5.
16 – 59 lots	All except Clauses 56.03-1 to 56.03-3, 56.03-5, 56.06-1 and 56.06-3.
3 – 15 lots	All except Clauses 56.02-1; 56.03-1 to 56.03-4, 56.05-2, 56.06-1, 56.06-3 and 56.06-6.
2 lots	Clauses 56.03-5, 56.04-2, 56.04-3, 56.04-5, 56.06-8 to 56.09-2.

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

**VicSmart applications**

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

<b>Class of application</b>	<b>Information requirements and decision guidelines</b>
Subdivide land to realign the common boundary between 2 lots where:	Clause 59.01
<ul style="list-style-type: none"> <li>▪ The area of either lot is reduced by less than 15 percent.</li> <li>▪ The general direction of the common boundary does not change.</li> </ul>	
Subdivide land into lots each containing an existing building or car parking space where:	Clause 59.02
<ul style="list-style-type: none"> <li>▪ The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme.</li> <li>▪ An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within 5 years prior to the application for a permit for subdivision.</li> </ul>	
Subdivide land into 2 lots if:	Clause 59.02
<ul style="list-style-type: none"> <li>▪ The construction of a building or the construction or carrying out of works on the land:               <ul style="list-style-type: none"> <li>– Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired.</li> <li>– Has started lawfully.</li> </ul> </li> <li>▪ The subdivision does not create a vacant lot.</li> </ul>	



## WHITTLESEA PLANNING SCHEME

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

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

#### Minimum garden area requirement

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

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

This does not apply to:

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

**32.08-5**  
14/12/2023  
VC253

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

#### Permit requirement

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

A permit is required to construct or extend a front fence within 3 metres of a street if the fence is associated with one dwelling on a lot less than 300 square metres and the fence exceeds the maximum height specified in Clause 54.06-2.

A development must meet the requirements of Clause 54.

#### No permit required

No permit is required to:

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

## WHITTLESEA PLANNING SCHEME

**VicSmart applications**

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

Class of application	Information requirements and decision guidelines
<p>Construct or extend a dwelling on a lot less than 300 square metres if the development meets the requirements in the following standards of Clause 54:</p> <ul style="list-style-type: none"> <li>▪ A3 Street setback.</li> <li>▪ A10 Side and rear setbacks.</li> <li>▪ A11 Walls on boundaries.</li> <li>▪ A12 Daylight to existing windows.</li> <li>▪ A13 North-facing windows.</li> <li>▪ A14 Overshadowing open space.</li> <li>▪ A15 Overlooking.</li> </ul> <p>For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory.</p> <p>If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.</p>	Clause 59.14
Construct or extend a front fence within 3 metres of a street if the fence is associated with one dwelling on a lot less than 300 square metres.	Clause 59.03

**32.08-6**  
14/12/2023  
VC253

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

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

A development must meet the requirements of Clause 54.

**VicSmart applications**

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

Class of application	Information requirements and decision guidelines
<p>Construct or extend a small second dwelling on a lot less than 300 square metres if the development meets the requirements in the following standards of Clause 54:</p> <ul style="list-style-type: none"> <li>▪ A3 Street setback.</li> <li>▪ A9 Building setback.</li> <li>▪ A9.1 Safety and accessibility.</li> <li>▪ A10 Side and rear setbacks.</li> </ul>	Clause 59.14



## WHITTLESEA PLANNING SCHEME

**Class of application****Information requirements and decision guidelines**

- A11 Walls on boundaries.
- A12 Daylight to existing windows.
- A13 North-facing windows.
- A14 Overshadowing open space.
- A15 Overlooking.

For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory.

If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.

**32.08-7**  
14/12/2023  
VC253

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

#### **Permit requirement**

A permit is required to:

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

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

- The fence is associated with 2 or more dwellings on a lot or a residential building, and
- The fence exceeds the maximum height specified in Clause 55.06-2.

A development must meet the requirements of Clause 55. This does not apply to a development of five or more storeys, excluding a basement.

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

#### **VicSmart applications**

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

**Class of application****Information requirements and decision guidelines**

Construct or extend a front fence within 3 metres of a street if the fence is associated with 2 or more dwellings on a lot or a residential building. Clause 59.03

#### **Transitional provisions**

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

## WHITTLESEA PLANNING SCHEME

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

Clause 58 does not apply to:

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

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

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

**32.08-8**  
14/12/2023  
VC253

### Requirements of Clause 54 and Clause 55

A schedule to this zone may specify the requirements of:

- Standards A3, A5, A6, A10, A11, A17 and A20 of Clause 54 of this scheme.
- Standards B6, B8, B9, B13, B17, B18, B28 and B32 of Clause 55 of this scheme.

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

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

### Residential aged care facility

#### Permit requirements

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

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

**32.08-10**  
14/12/2023  
VC253

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

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

#### VicSmart applications

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

Class of application	Information requirements and decision guidelines
Construct a building or construct or carry out works where:	Clause 59.04
<ul style="list-style-type: none"> <li>▪ The building or works are not associated with a dwelling, primary school or secondary school and have an estimated cost of up to \$100,000; or</li> <li>▪ The building or works are associated with a primary school or secondary school and have an estimated cost of up to \$500,000; and</li> <li>▪ The requirements in the following standards of Clause 54 are met, where the land adjoins land in a residential zone used for residential purposes:</li> </ul>	



## WHITTLESEA PLANNING SCHEME

### Class of application

### Information requirements and decision guidelines

- A10 Side and rear setbacks.
- A11 Walls on boundaries.
- A12 Daylight to existing windows.
- A13 North-facing windows.
- A14 Overshadowing open space.
- A15 Overlooking.

For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory.

If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.

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

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

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

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

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

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

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

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

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

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

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



**WHITTLESEA PLANNING SCHEME**

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

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

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

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

**Application requirements**

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

- For a residential development of four storeys or less, the neighbourhood and site description and design response as required in Clause 54 and Clause 55.
- For an apartment development of five or more storeys, an urban context report and design response as required in Clause 58.01.
- For an application for subdivision, a site and context description and design response as required in Clause 56.
- Plans drawn to scale and dimensioned which show:
  - Site shape, size, dimensions and orientation.
  - The siting and use of existing and proposed buildings.
  - Adjacent buildings and uses.
  - The building form and scale.
  - Setbacks to property boundaries.
- The likely effects, if any, on adjoining land, including noise levels, traffic, the hours of delivery and despatch of good and materials, hours of operation and light spill, solar access and glare.
- Any other application requirements specified in a schedule to this zone.

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

**32.08-13**  
14/12/2023  
VC253

**Exemption from notice and review****Subdivision**

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

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

**Decision guidelines**

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

**General**

- The Municipal Planning Strategy and the Planning Policy Framework.
- The purpose of this zone.
- The objectives set out in a schedule to this zone.
- Any other decision guidelines specified in a schedule to this zone.

## WHITTLESEA PLANNING SCHEME

- The impact of overshadowing on existing rooftop solar energy systems on dwellings on adjoining lots in a General Residential Zone, Mixed Use Zone, Neighbourhood Residential Zone, Residential Growth Zone or Township Zone.

### Subdivision

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

### Dwellings, small second dwellings and residential buildings

- For the construction and extension of one dwelling on a lot and a small second dwelling, the applicable objectives, standards and decision guidelines of Clause 54.
- For the construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings, the objectives, standards and decision guidelines of Clause 55. This does not apply to an apartment development of five or more storeys, excluding a basement.
- For the construction and extension of an apartment development of five or more storeys, excluding a basement, the objectives, standards and decisions guidelines of Clause 58.

### Non-residential use and development

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

**32.08-15**  
14/12/2023  
VC253

### Signs

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

**32.08-16**  
14/12/2023  
VC253

### Transitional provisions

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

- A planning permit application for the construction or extension of a dwelling or residential building lodged before the approval date of Amendment VC110.
- Where a planning permit is not required for the construction or extension of a dwelling or residential building:
  - A building permit issued for the construction or extension of a dwelling or residential building before the approval date of Amendment VC110.
  - A building surveyor has been appointed to issue a building permit for the construction or extension of a dwelling or residential building before the approval date of Amendment VC110. A building permit must be issued within 12 months of the approval date of Amendment VC110.



#### WHITTLESEA PLANNING SCHEME

- A building surveyor is satisfied, and certifies in writing, that substantial progress was made on the design of the construction or extension of a dwelling or residential building before the approval date of Amendment VC110. A building permit must be issued within 12 months of the approval date of Amendment VC110.

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

INFORMATION ONLY

## WHITTLESEA PLANNING SCHEME

**43.04**  
31/07/2018  
VC148

### DEVELOPMENT PLAN OVERLAY

Shown on the planning scheme map as **DPO** with a number.

#### Purpose

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

To identify areas which require the form and conditions of future use and development to be shown on a development plan before a permit can be granted to use or develop the land.

To exempt an application from notice and review if a development plan has been prepared to the satisfaction of the responsible authority.

**43.04-1**  
31/07/2018  
VC148

#### Objectives

A schedule to this overlay may specify objectives to be achieved for the area affected by the overlay.

**43.04-2**  
31/07/2018  
VC148

#### Requirement before a permit is granted

A permit must not be granted to use or subdivide land, construct a building or construct or carry out works until a development plan has been prepared to the satisfaction of the responsible authority.

This does not apply if a schedule to this overlay specifically states that a permit may be granted before a development plan has been prepared to the satisfaction of the responsible authority.

A permit granted must:

- Be generally in accordance with the development plan.
- Include any conditions or requirements specified in a schedule to this overlay.

**43.04-3**  
31/07/2018  
VC148

#### Exemption from notice and review

If a development plan has been prepared to the satisfaction of the responsible authority, an application under any provision of this planning scheme is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

**43.04-4**  
31/07/2018  
VC148

#### Preparation of the development plan

The development plan may consist of plans or other documents and may, with the agreement of the responsible authority, be prepared and implemented in stages.

A development plan that provides for residential subdivision in the Neighbourhood Residential Zone, General Residential Zone, Residential Growth Zone, Mixed Use Zone, Township Zone, Comprehensive Development Zone and Priority Development Zone must meet the requirements of Clause 56 as specified in the zone.

The development plan must describe:

- The land to which the plan applies.
- The proposed use and development of each part of the land.
- Any other requirements specified for the plan in a schedule to this overlay.

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



PROPERTY REPORT

23 Palisades Boulevard, South Morang Vic 3752

Details

LOT/PLAN NUMBER OR CROWN DESCRIPTION

Lot. 501 PS611358

LOCAL GOVERNMENT (COUNCIL)

Whittlesea

LEGAL DESCRIPTION

501\PS611358

COUNCIL PROPERTY NUMBER

767756

LAND SIZE

 Premium report only

ORIENTATION

 Premium report only

FRONTAGE

 Premium report only

ZONES

GRZ - General Residential Zone - Schedule 1

OVERLAYS

DPO - Development Plan Overlay - Schedule 22

VPO - Vegetation Protection Overlay - Schedule 1

State Electorates

LEGISLATIVE COUNCIL

North-Eastern Metropolitan Region

LEGISLATIVE ASSEMBLY

Mill Park District

Burglary Statistics

POSTCODE AVERAGE

1 in 114 Homes

STATE AVERAGE

1 in 76 Homes

COUNCIL AVERAGE

1 in 89 Homes

Council Information - Whittlesea

PHONE

03 9217 2236 (Whittlesea)

EMAIL

planning.services@whittlesea.vic.gov.au

WEBSITE

<https://www.whittlesea.vic.gov.au/>

PREMIUM REPORT \$24.90 - Includes:

Visit [landchecker.com.au](https://landchecker.com.au) to view plans



**Planning Permits**  
Approved and Pending



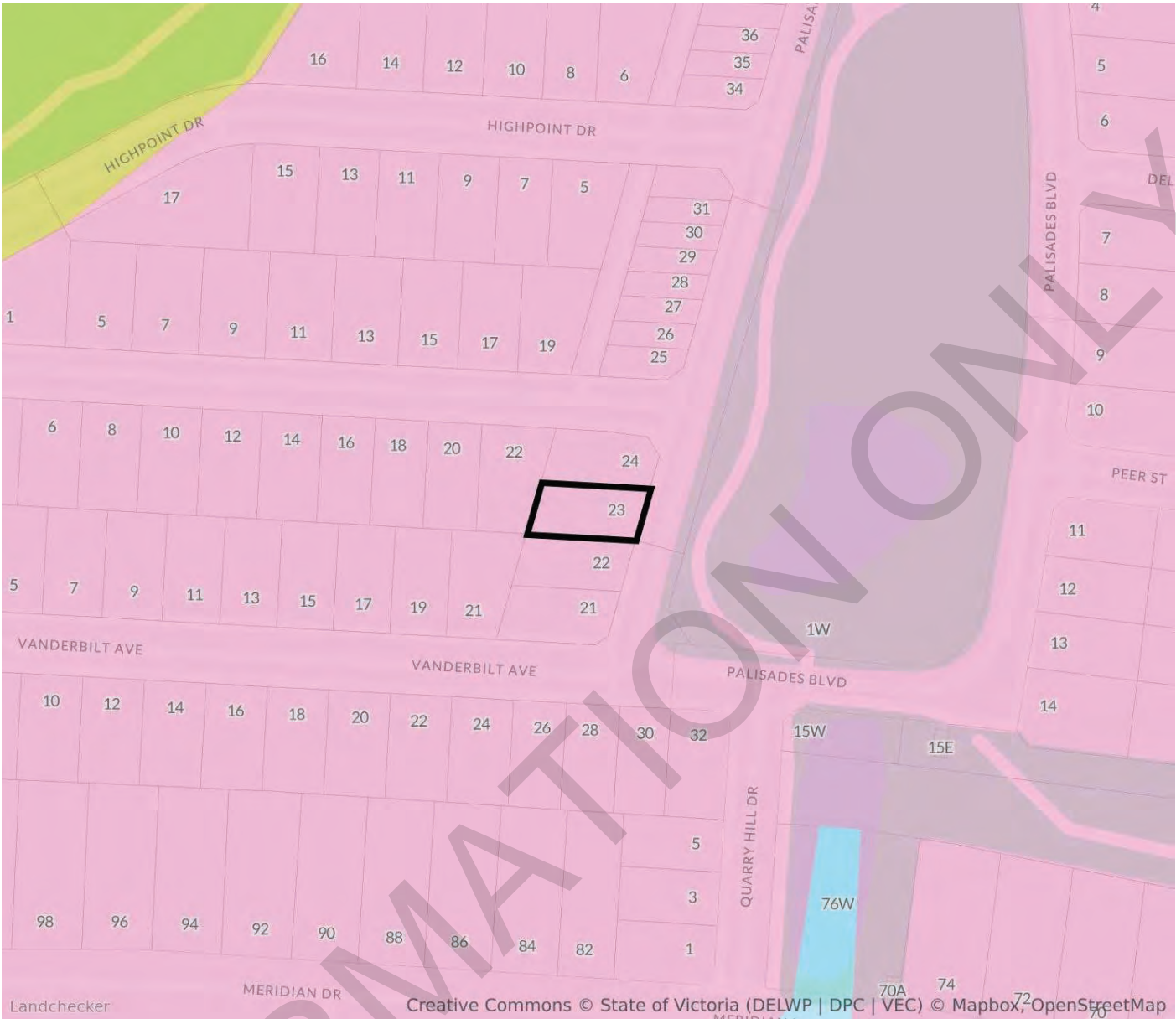
**Planning Scheme Amendments**  
90 days Proposed and Approved



**Site Dimensions**  
Approximate Site Dimensions

ZONES

23 Palisades Boulevard, South Morang Vic 3752



GRZ1 – General Residential Zone – Schedule 1

To implement the Municipal Planning Strategy and the Planning Policy Framework.  
To encourage development that respects the neighbourhood character of the area.  
To encourage a diversity of housing types and housing growth particularly in locations offering good access to services and transport.  
To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.


VPP 32.08 General Residential Zone  
None specified.

LPP 32.08 Schedule 1 To Clause 32.08 General Residential Zone  
For confirmation and detailed advice about this planning zone, please contact WHITTLESEA council on 03 9217 2236.


Other nearby planning zones

RCZ – Rural Conservation Zone


PREMIUM REPORT \$24.90 – Includes:



**Planning Permits**  
Approved and Pending



**Planning Scheme Amendments**  
90 days Proposed and Approved

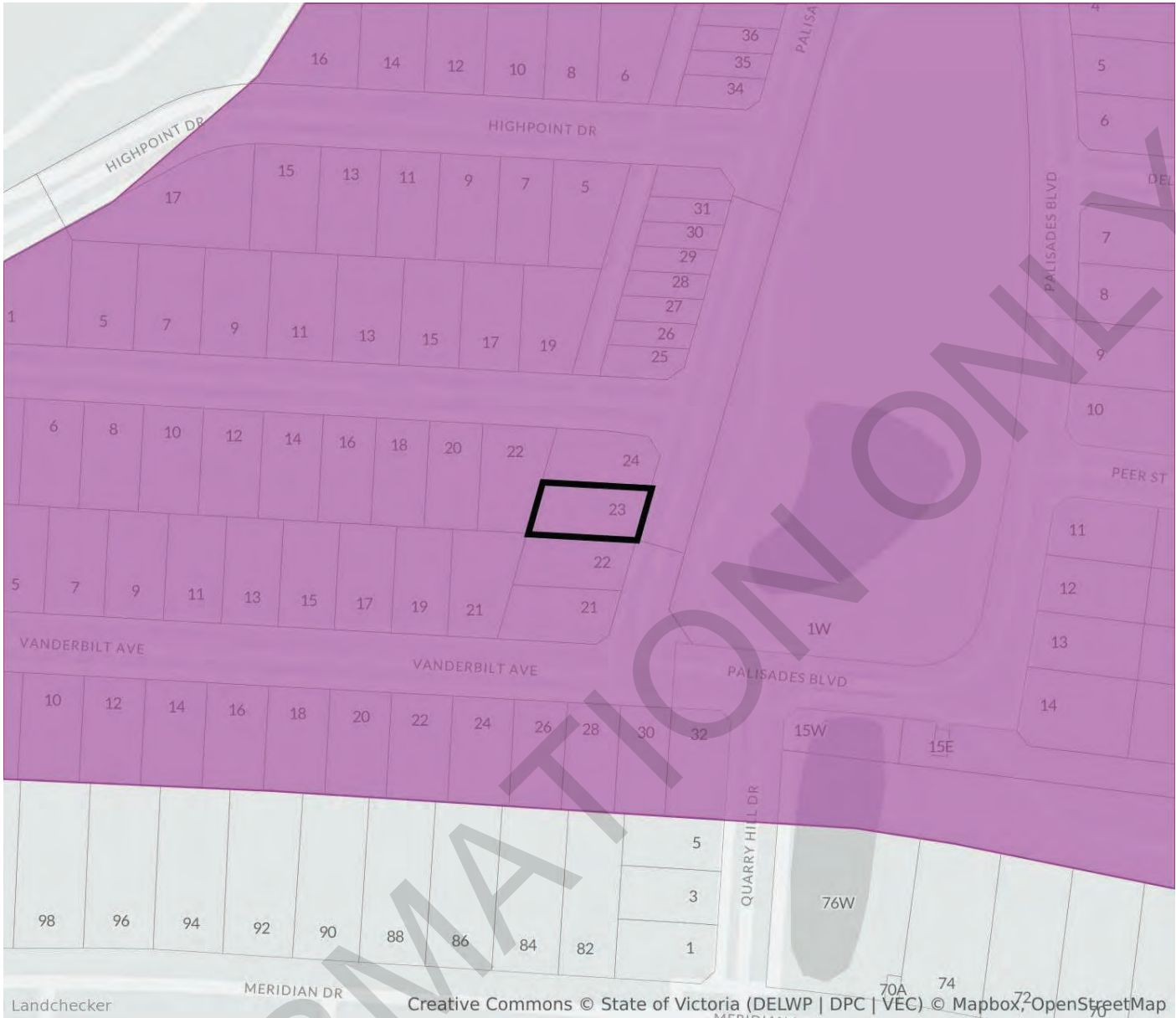


**Site Dimensions**  
Approximate Site Dimensions

Visit [landchecker.com.au](https://landchecker.com.au) to view plans

OVERLAYS ON THE PROPERTY

23 Palisades Boulevard, South Morang Vic 3752



**DPO22 – Development Plan Overlay – Schedule 22**

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

To identify areas which require the form and conditions of future use and development to be shown on a development plan before a permit can be granted to use or develop the land.

To exempt an application from notice and review if a development plan has been prepared to the satisfaction of the responsible authority.


VPP 43.04 Development Plan Overlay


None specified.


LPP 43.04 Schedule 22 To Clause 43.04 Development Plan Overlay

For confirmation and detailed advice about this planning overlay, please contact WHITTLESEA council on 03 9217 2236.

PREMIUM REPORT \$24.90 – Includes:

**Planning Permits**  
Approved and Pending

**Planning Scheme Amendments**  
90 days Proposed and Approved

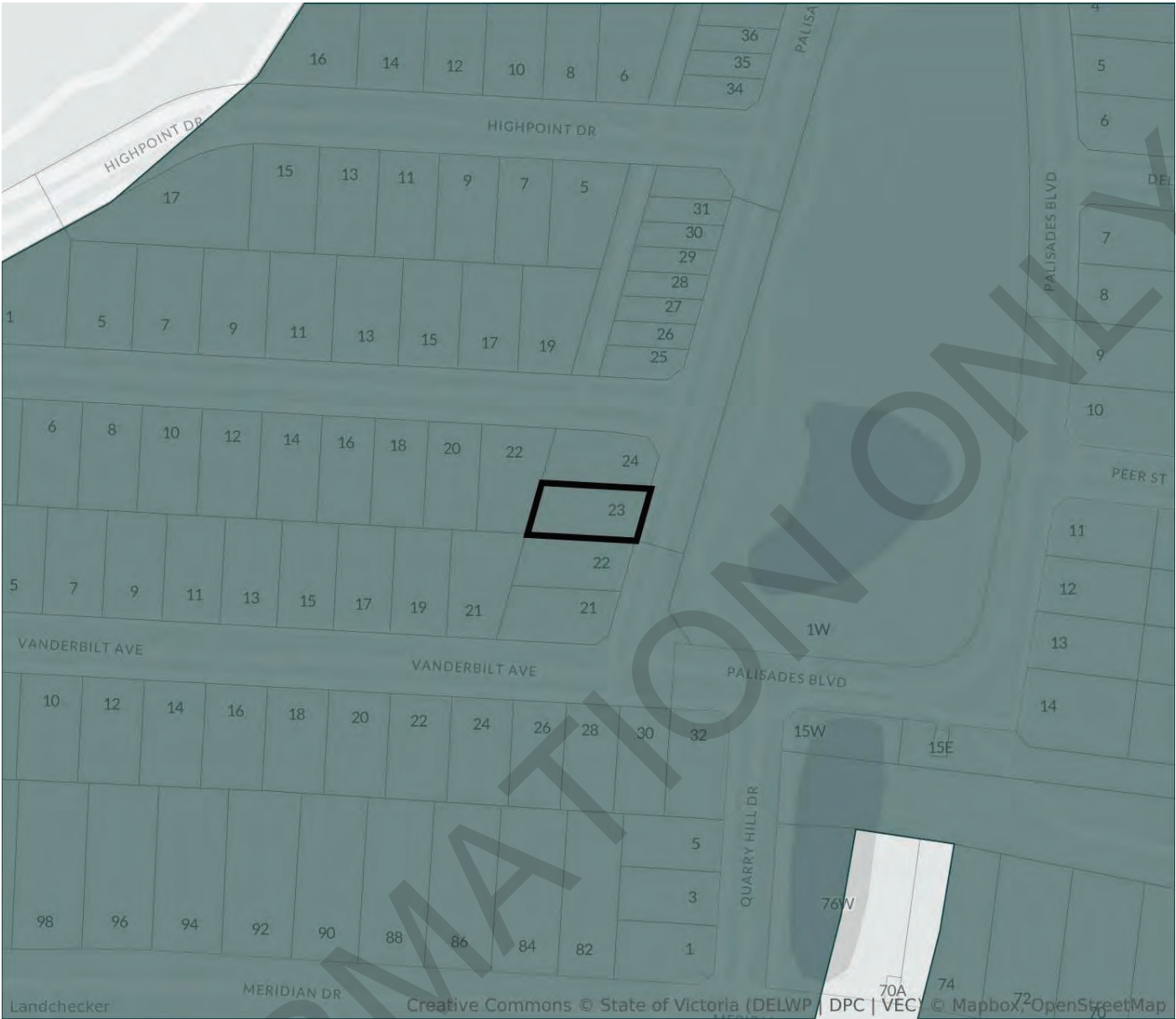
**Site Dimensions**  
Approximate Site Dimensions

Visit [landchecker.com.au](https://landchecker.com.au) to view plans



OVERLAYS ON THE PROPERTY

23 Palisades Boulevard, South Morang Vic 3752



VPO1 – Vegetation Protection Overlay – Schedule 1

To implement the Municipal Planning Strategy and the Planning Policy Framework.  
To protect areas of significant vegetation.  
To ensure that development minimises loss of vegetation.  
To preserve existing trees and other vegetation.  
To recognise vegetation protection areas as locations of special significance, natural beauty, interest and importance.  
To maintain and enhance habitat and habitat corridors for indigenous fauna.  
To encourage the regeneration of native vegetation.

VPP 42.02 Vegetation Protection Overlay


Native vegetation in the Plenty Valley and surrounding areas of Mernda, Doreen and South Morang play an important role in the

maintenance of the environmental and rural character providing areas of natural habitat for flora and fauna and assisting with minimising soil erosion and maintaining soil qualities. Vegetation within the Redgum Grassy Woodlands of particular significance includes; River Red Gum, Black Box, White Box and Grey Box, Yellow Box and various native grasses. Reference: City of Whittlesea Local Conservation Strategy, City of Whittlesea, 1992 NEROC Study City of Whittlesea General Plan


LPP 42.02 Schedule 1 To Clause 42.02 Vegetation Protection Overlay

For confirmation and detailed advice about this planning overlay, please contact WHITTLESEA council on 03 9217 2236.


PREMIUM REPORT \$24.90 – Includes:



**Planning Permits**  
Approved and Pending



**Planning Scheme Amendments**  
90 days Proposed and Approved



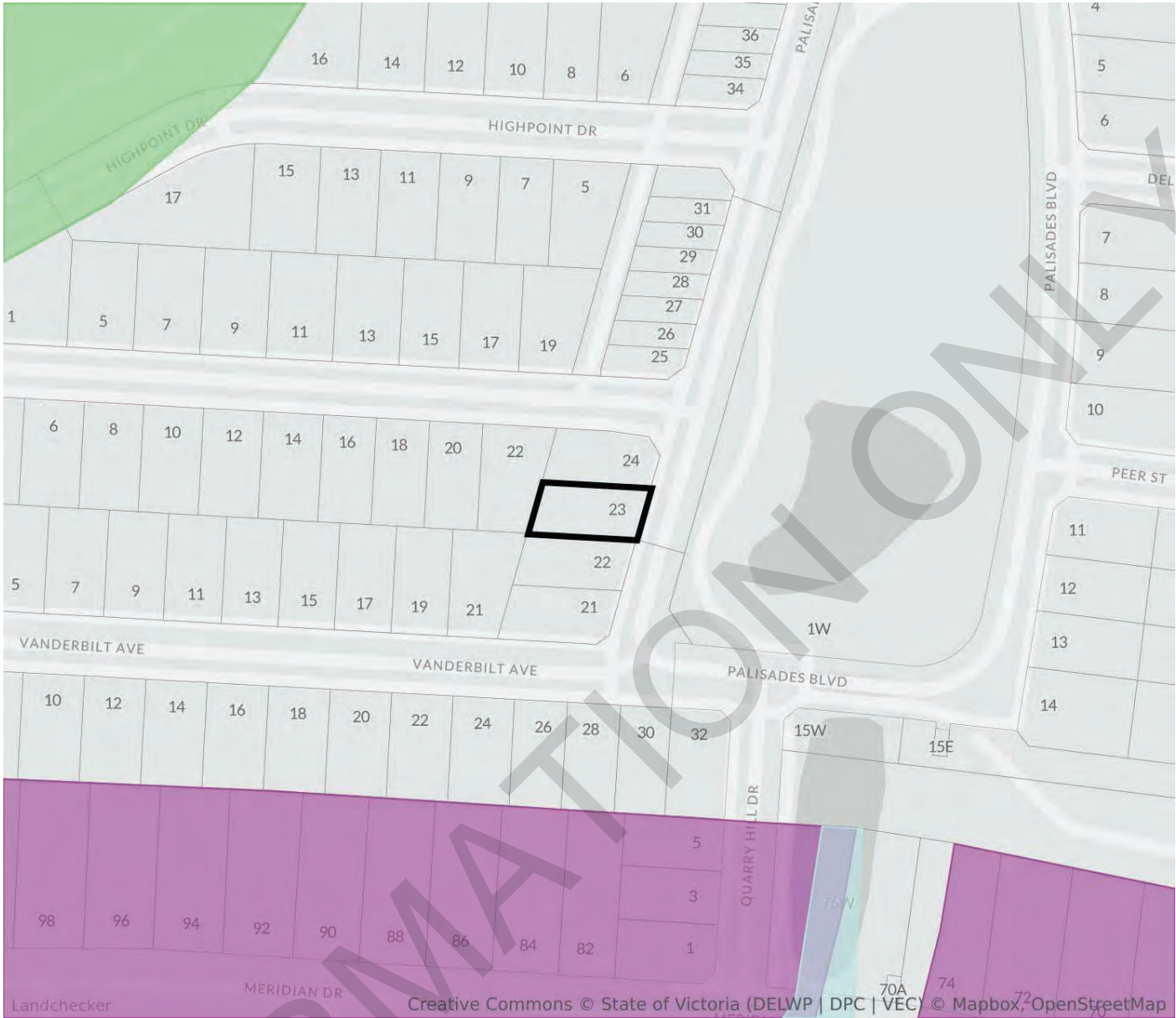
**Site Dimensions**  
Approximate Site Dimensions

Visit [landchecker.com.au](https://landchecker.com.au) to view plans



# NEARBY OVERLAYS

23 Palisades Boulevard, South Morang Vic 3752



- DPO – Development Plan Overlay**
- SLO – Significant Landscape Overlay**

For confirmation and detailed advice about this planning overlay, please contact WHITTLESEA council on 03 9217 2236.

PREMIUM REPORT \$24.90 - Includes:

Visit [landchecker.com.au](https://landchecker.com.au) to view plans



**Planning Permits**  
Approved and Pending



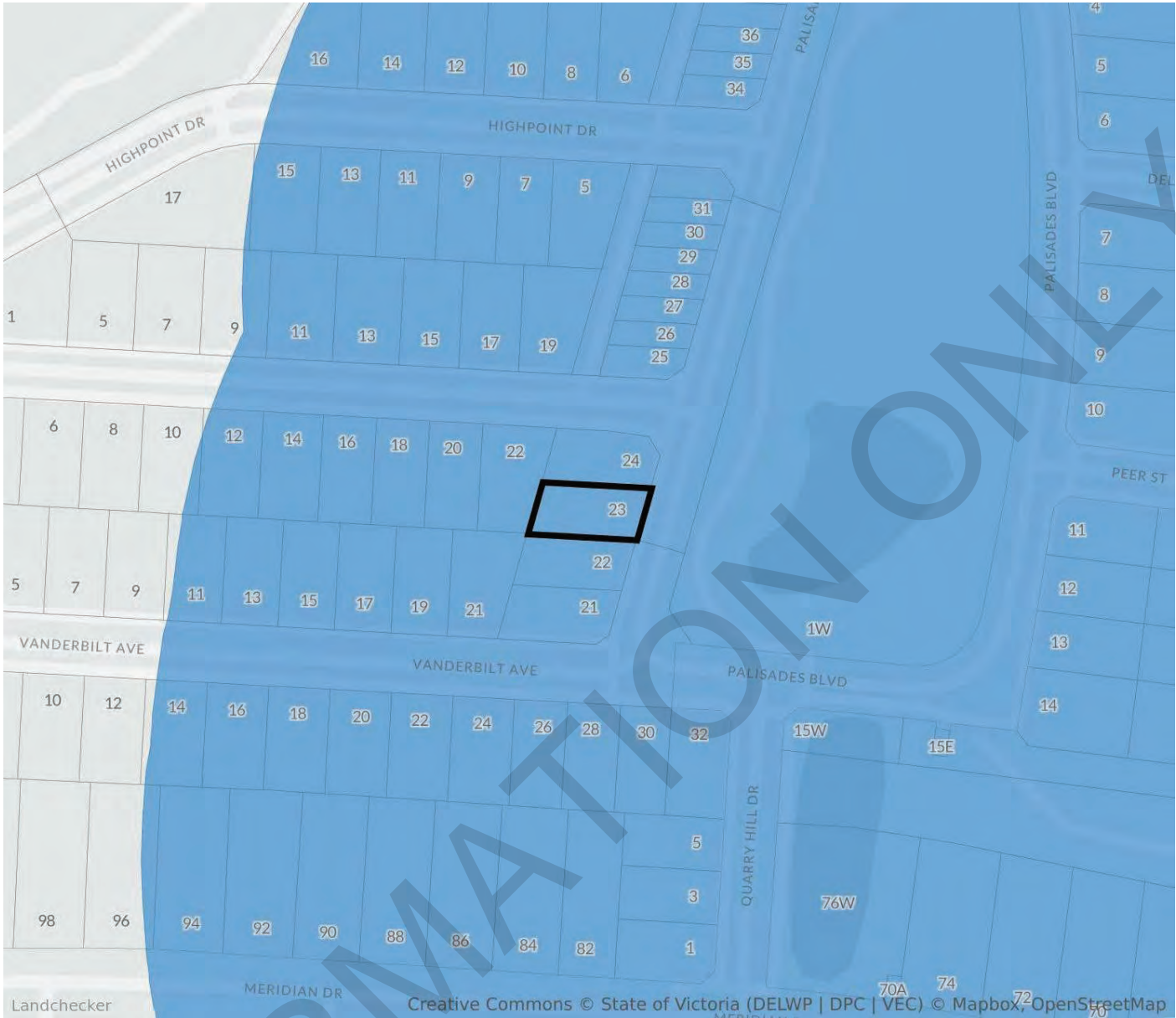
**Planning Scheme Amendments**  
90 days Proposed and Approved



**Site Dimensions**  
Approximate Site Dimensions

CULTURAL HERITAGE SENSITIVITY


23 Palisades Boulevard, South Morang Vic 3752




Aboriginal Cultural Heritage Sensitivity

This property is within, or in the vicinity of, one or more areas of cultural heritage sensitivity.  
For confirmation and detailed advice about the cultural sensitivity of this property, please contact WHITTLESEA council on 03 9217 2236.


PREMIUM REPORT \$24.90 - Includes:



**Planning Permits**  
Approved and Pending



**Planning Scheme Amendments**  
90 days Proposed and Approved



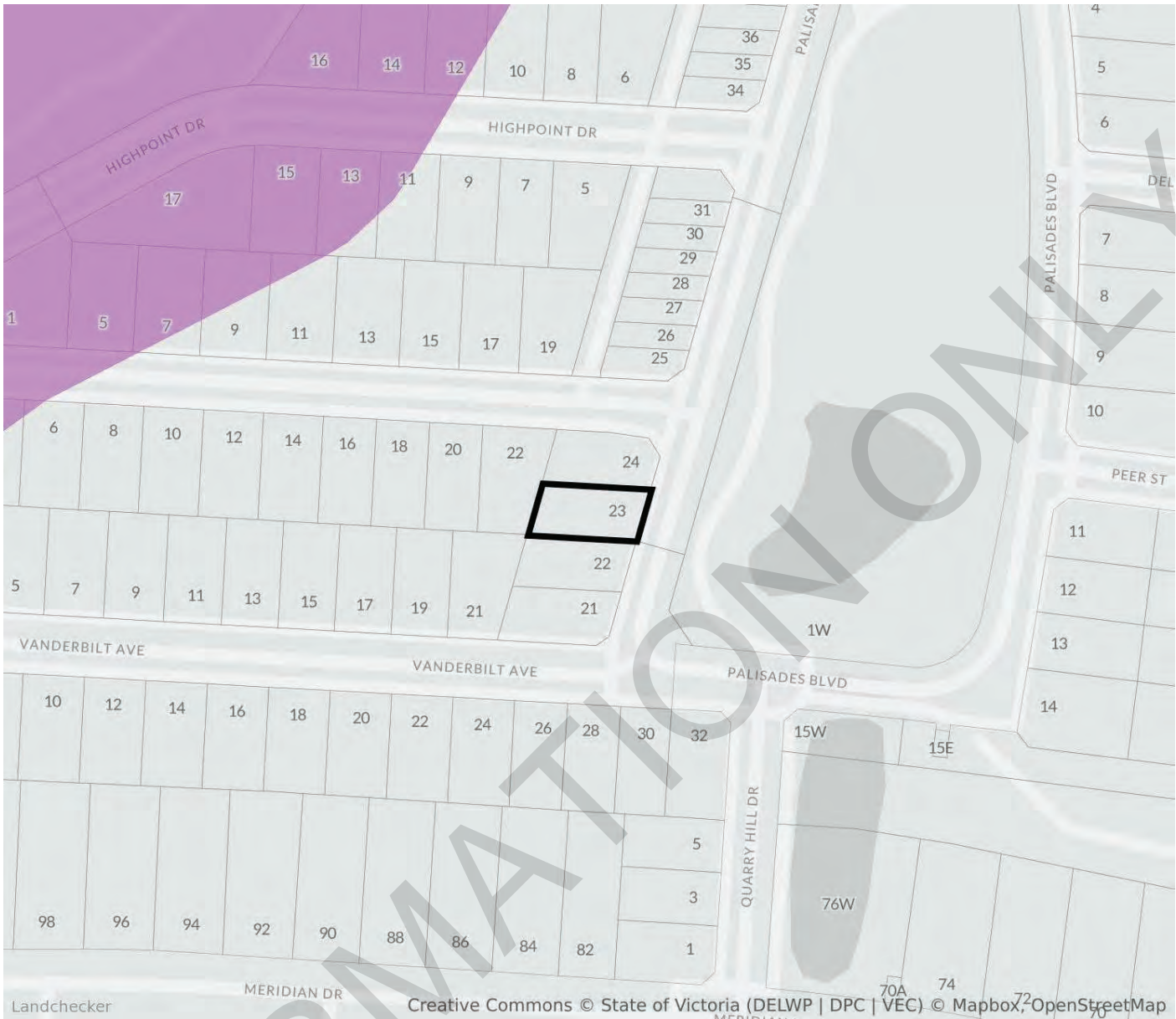
**Site Dimensions**  
Approximate Site Dimensions

Visit [landchecker.com.au](https://landchecker.com.au) to view plans



BUSHFIRE PRONE AREA


23 Palisades Boulevard, South Morang Vic 3752




**Bushfire Prone Area**

This property is not within a zone classified as a bushfire prone area.  
For confirmation and detailed advice about the bushfire prone area of this property, please contact WHITTLESEA council on 03 9217 2236.


PREMIUM REPORT \$24.90 - Includes:



**Planning Permits**  
Approved and Pending



**Planning Scheme Amendments**  
90 days Proposed and Approved



**Site Dimensions**  
Approximate Site Dimensions

Visit [landchecker.com.au](https://landchecker.com.au) to view plans

# TERMS AND CONDITIONS

23 Palisades Boulevard, South Morang Vic 3752

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**Planning Permits**  
Approved and Pending



**Planning Scheme Amendments**  
90 days Proposed and Approved



**Site Dimensions**  
Approximate Site Dimensions



**Date of issue**  
21/02/2025

**Assessment No.**  
767756

**Certificate No.**  
169267

**Your reference**  
75916873-016-7

Landata  
GPO Box 527  
MELBOURNE VIC 3001

## Land information certificate for the rating year ending 30 June 2025

**Property location:** 23 Palisades Boulevard SOUTH MORANG 3752

**Description:** LOT: 501 PS: 611358X

**AVPCC:** 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$950,000	\$575,000	\$47,500

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 2024 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 01/07/2024	\$2,224.70
Food/Green waste bin charge levied on 01/07/2024	\$105.15
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$82.65
Waste Service Charge (Res/Rural) levied on 01/07/2024	\$205.70
Waste Landfill Levy Res/Rural levied on 01/07/2024	\$14.20
Arrears to 30/06/2024	\$0.00
Interest to 21/02/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$1,382.40
<b>Balance of rates &amp; charges due:</b>	<b>\$1,382.00</b>

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

<b>Total rates, charges and other monies due</b>	<b>\$1,382.00</b>
--	-------------------

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

#### Council Offices

25 Ferres Boulevard, South Morang VIC 3752

**Mail to:** Locked Bag 1, Bundoora MDC VIC 3083

**Phone:** 9217 2170

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

**Email:** info@whittlesea.vic.gov.au

Free telephone interpreter service

 **131 450**

ABN 72 431 091 058

whittlesea.vic.gov.au

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

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

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

**3. Notices and orders:**

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

No Orders applicable.

**4. Specified flood level:**

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

**5. Special notes:**

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

***Interest penalty on late payments***

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

**6. Other information:**



Authorising Officer

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

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

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

---



[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref **767756**



Phone 1300 301 185  
Ref **767756**



Billers Code **5157**  
Ref **767756**



YARRA VALLEY WATER  
ABN 93 066 902 501

Luoknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

20th February 2025

Lisa Bounds C/- GXS  
LANDATA

Dear Lisa Bounds C/- GXS,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	23 PALISADES BOULEVARD SOUTH MORANG 3752
<b>Applicant</b>	Lisa Bounds C/- GXS LANDATA
<b>Information Statement</b>	30919930
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	1346 Zammit

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

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

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

Yours sincerely,

Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

**Yarra Valley Water Property Information Statement**

Property Address	23 PALISADES BOULEVARD SOUTH MORANG 3752
------------------	--

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

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





YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

## Melbourne Water Property Information Statement

Property Address	23 PALISADES BOULEVARD SOUTH MORANG 3752
------------------	--

STATEMENT UNDER SECTION 158 WATER ACT 1989

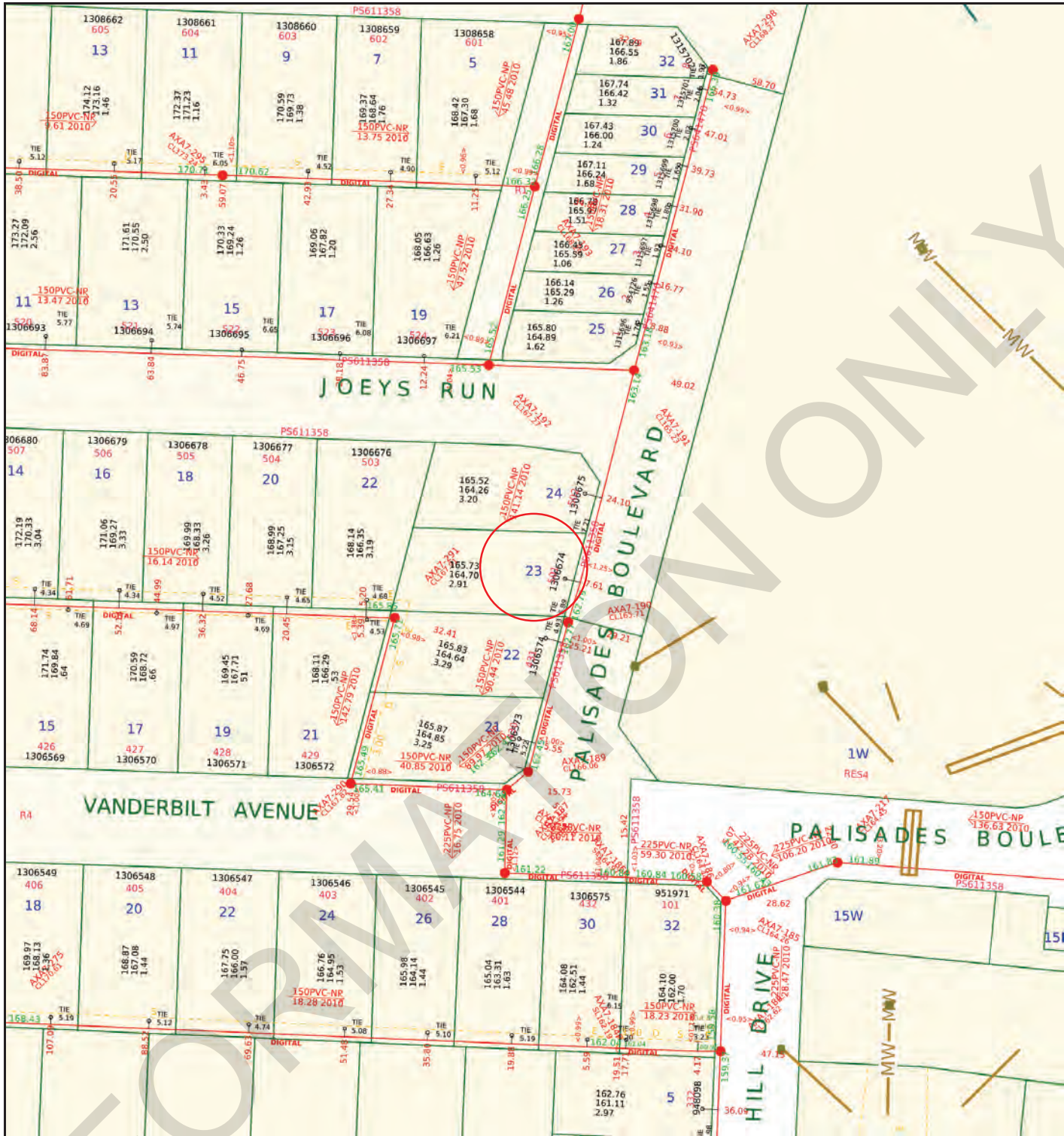
### THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)















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

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

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

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



Yarra Valley Water Information Statement Number: 30919930	Address		23 PALISADES BOULEVARD SOUTH MORANG 3752			 ABN 93 066 902 501
	Date		20/02/2025			
	Scale		1:1000			
Existing Title		Access Point Number	GLV2-42	MW Drainage Channel Centreline		<p>Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:</p> <ul style="list-style-type: none"><li>- Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;</li><li>- 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;</li><li>- Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;</li></ul>
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline		
Easement		Sewer Pipe Flow		MW Drainage Manhole		
Existing Sewer		Sewer Offset	<1.00>	MW Drainage Natural Waterway		
Abandoned Sewer		Sewer Branch				



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
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E enquiry@yvw.com.au  
yvw.com.au

Lisa Bounds C/- GXS  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 7398393270  
**Rate Certificate No:** 30919930

**Date of Issue:** 20/02/2025  
**Your Ref:** 1346 Zammit

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
23 PALISADES BVD, SOUTH MORANG VIC 3752	501\PS611358	5017377	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2025 to 31-03-2025	\$20.41	\$20.41
Residential Water and Sewer Usage Charge <i>Step 1 – 37.000000kL x \$3.43420000 = \$127.07</i> Estimated Average Daily Usage \$1.32	08-11-2024 to 12-02-2025	\$127.07	\$127.07
Residential Sewer Service Charge	01-01-2025 to 31-03-2025	\$116.90	\$116.90
Parks Fee	01-01-2025 to 31-03-2025	\$21.50	\$21.50
Drainage Fee	01-01-2025 to 31-03-2025	\$30.10	\$30.10
<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>		\$315.98

GENERAL MANAGER  
RETAIL SERVICES

### Note:

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



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

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

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

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

8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.

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

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





YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
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F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

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.

Property No: 5017377

Address: 23 PALISADES BVD, SOUTH MORANG VIC 3752

Water Information Statement Number: 30919930

#### HOW TO PAY



Billar Code: 314567  
Ref: 73983932702

Amount  
Paid

Date  
Paid

Receipt  
Number

# Property Clearance Certificate

## Land Tax



LISA BOUNDS

Your Reference:	LD:75916873-012-9.1346 ZAM
Certificate No:	84953211
Issue Date:	20 FEB 2025
Enquiries:	ESYSPROD

Land Address:	23 PALISADES BOULEVARD SOUTH MORANG VIC 3752					
Land Id	Lot	Plan	Volume	Folio	Tax Payable	
38570463	501	611358	11246	465	\$0.00	

Vendor: DANIEL ZAMMIT  
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR DANIEL MICHAEL ZAMMIT	2025	\$575,000	\$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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

  
Paul Broderick  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$950,000
SITE VALUE (SV):	\$575,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



# Notes to Certificate - Land Tax

**Certificate No:** 84953211

## 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 = \$2,175.00

Taxable Value = \$575,000

Calculated as \$1,350 plus ( \$575,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$9,500.00

Taxable Value = \$950,000

Calculated as \$950,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billor Code:5249  
Ref: 84953211

### 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: 84953211

### 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



LISA BOUNDS

Your Reference:	LD:75916873-012-9.1346 Zammit
Certificate No:	84953211
Issue Date:	20 FEB 2025
Enquires:	ESYSPROD

Land Address: 23 PALISADES BOULEVARD SOUTH MORANG VIC 3752					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
38570463	501	611358	11246	465	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$950,000
SITE VALUE:	\$575,000
CURRENT CIPT CHARGE:	\$0.00



# Notes to Certificate - Commercial and Industrial Property Tax

**Certificate No:** 84953211

## 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



LISA BOUNDS

Your	LD:75916873-012-9.1346
Reference:	ZAMMIT
Certificate No:	84953211
Issue Date:	20 FEB 2025

Land Address: 23 PALISADES BOULEVARD SOUTH MORANG VIC 3752

Lot	Plan	Volume	Folio
501	611358	11246	465

Vendor: DANIEL ZAMMIT

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:** 84953211

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

### BPAY



Billers Code: 416073  
Ref: 84953215

### 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: 84953215

### Visa or Mastercard

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

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

### Important payment information

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

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



\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Lisa Bounds  
Shop 2 11-13 Sydney Street  
KILMORE 3764

Client Reference: 1346 Zammit

NO PROPOSALS. As at the 20th February 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

23 PALISADES BOULEVARD, SOUTH MORANG 3752  
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: 20th February 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 75916873 - 75916873115922 '1346 Zammit'





# Planning Certificate



## PROPERTY DETAILS

Property Address: 23 PALISADES BOULEVARD SOUTH MORANG VIC 3752  
 Title Particulars: Vol 11246 Fol 465  
 Vendor: DANIEL ZAMMIT  
 Purchaser: N/A

Certificate No: OR-18T0K76R304Z2V..  
 Date: 20/02/2025  
 Matter Ref: 1346 Zammit  
 Client: Kilmore Property Transfers



## MUNICIPALITY

WHITTLESEA



## PLANNING SCHEME

WHITTLESEA PLANNING SCHEME



## RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

WHITTLESEA CITY COUNCIL / REFER TO RESPONSIBLE AUTHORITY INFORMATION PAGE



## ZONES

GENERAL RESIDENTIAL ZONE - SCHEDULE 1



## ABUTTAL TO A TRANSPORT ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

NOT APPLICABLE



## APPLICABLE OVERLAYS

DEVELOPMENT PLAN OVERLAY - SCHEDULE 22  
 VEGETATION PROTECTION OVERLAY - SCHEDULE 1

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Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.



**PROPOSED PLANNING SCHEME AMENDMENTS**

NOT APPLICABLE



**ADDITIONAL INFORMATION**

STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58

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**WHITTLESEA PLANNING SCHEME****RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME**

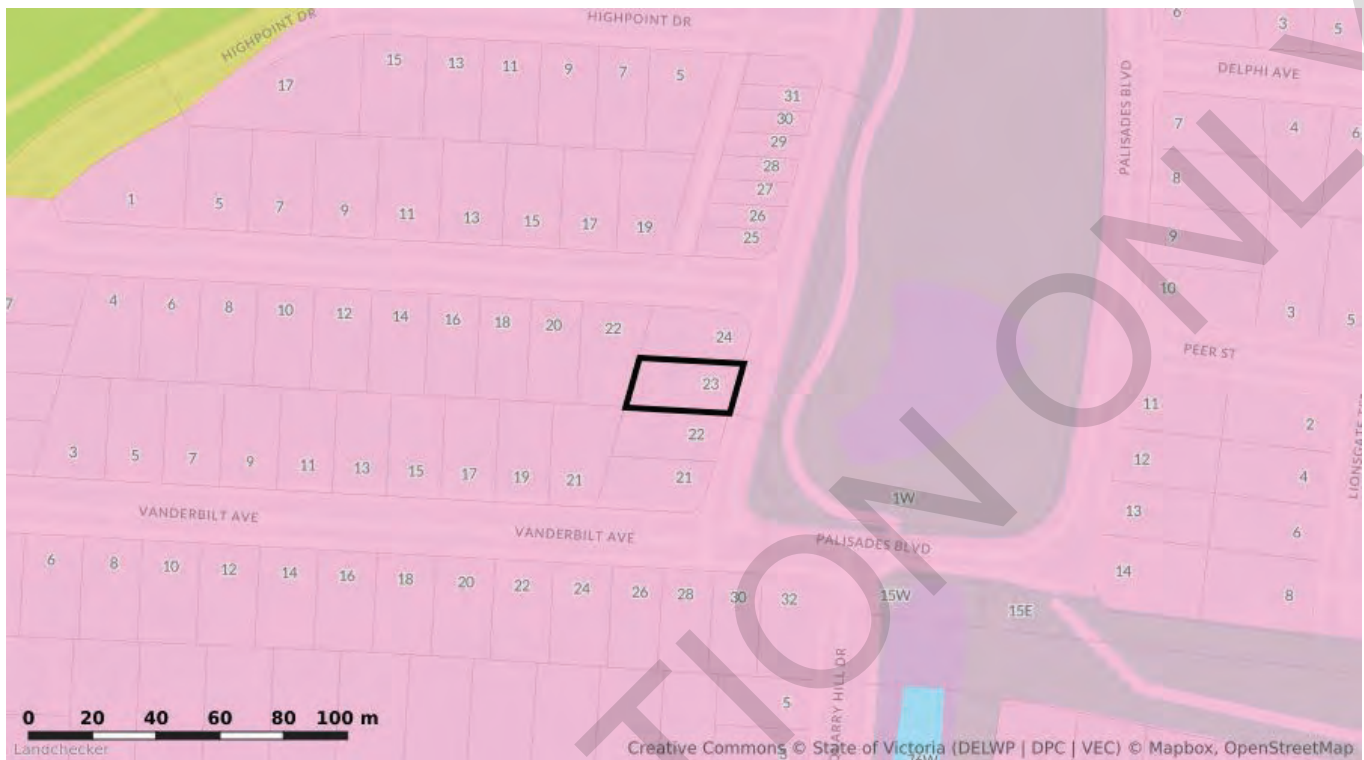
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The Minister for Planning is the responsible authority for considering and determining applications, in accordance with Divisions 1, 1A, 2, and 3 of Part 4 of the Planning and Environment Act 1987 and for approving matters required by the planning scheme to be done to the satisfaction of the responsible authority in relation to land known as the Melbourne Wholesale Market Precinct, Epping and shown on the Planning Scheme maps as being in the Priority Development Zone.

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**PLANNING ZONES MAP****ZONING**

- GRZ1 - GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- RCZ1 - RURAL CONSERVATION ZONE - SCHEDULE 1
- UFZ - URBAN FLOODWAY ZONE

This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and Dye & Durham Property Pty Ltd does not accept any liability to any person for the information provided.

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Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.



Enquiries: *Building and Planning Administration 9217 2170*  
[Buildplan@whittlesea.vic.gov.au](mailto:Buildplan@whittlesea.vic.gov.au)

Your Ref: 75916873-018-1

12 March 2025

Landata,

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION**  
**23 (Lot 501) Palisades Boulevard, South Morang**

Further to your application for property information for the above address I write to advise the following:

<b>Regulation 51 1 (a)*</b>			
Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy
			Permit Date Issued
CBS-U68108/4075499736132	21/12/2022	Garage & Carport	Yes – 23/10/2023

**Regulation 51 1 (b) (c)**

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations ..... **Not Applicable**

Details of any current notice or order issued by the relevant building surveyor under the Act ..... **No**

*(Please consult with Owner for copy of Building Notice where applicable)*

This information relates only to the structures itemised. It does not mean that there are no illegal or non-complying structures to be found on this allotment. Prospective owners are advised accordingly. Information older than ten (10) years, or details of building inspection approval dates, may be obtained from Council if necessary for an additional fee. Please contact Building and Planning Department on 9217 2170 if you wish to take advantage of this service. Council is not responsible for the validity or accuracy of any information provided by private building surveying firms as may be noted above. Please contact any private permit provider as noted accordingly (where applicable) to address any concerns you may have.

New Swimming Pool and Spa Regulations commenced in Victoria on the 1 December 2019. Property owners must have their swimming pool and spas registered with Council and ongoing safety barrier compliance checks. For more information, please visit [www.whittlesea.vic.gov.au/pools](http://www.whittlesea.vic.gov.au/pools).

Yours sincerely

**BUILDING & PLANNING**  
**CITY OF WHITTLESEA**

**Council Offices**

25 Ferres Boulevard  
 South Morang VIC 3752

Locked Bag 1  
 Bundoora MDC VIC 3083

**ABN 72 431 091 058**

**Tel** 03 9217 2170

**Fax** 03 9217 2111

**TTY** 133 677 (ask for 9217 2170)

**Email** [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)

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



**Free Telephone Interpreter Service**

عربي	9679 9871	Hrvatski	9679 9872
廣東話	9679 9857	Ελληνικά	9679 9873
Italiano	9679 9874	Türkçe	9679 9877
Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879