

# Contract of Sale of Real Estate

**Property address**                      **4 MYRA PLACE LALOR VIC 3075**

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

The terms of this contract are contained in the -

- particulars of sale; and
  - special conditions, if any; and
  - general conditions
- in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

- under power of attorney; or
  - as director of a corporation; or
  - as 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 ...../...../2024

**Print name(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)

**SIGNED BY THE VENDOR:** .....

..... on ...../...../2024

**Print name(s) of person(s) signing:**                      **STEFANO SACCHETTI AND DANIELA LUISA PANETTA**

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

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

## IMPORTANT NOTICE TO PURCHASERS

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

\*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

## 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.

### Particulars of sale

#### Vendor's estate agent

HARCOURTS RATA & CO

1/337 Settlement Road, Thomastown, VIC 3074

Email: sold@rataandco.com.au

Tel: 03 9465 7766

Mob:

Fax: 03 9464 3177

Ref:

#### Vendor

**STEFANO SACCHETTI AND DANIELA LUISA PANETTA**

#### Vendor's legal practitioner or conveyancer

**Melbourne Real Estate Conveyancing Pty Ltd**

954 High Street Reservoir Vic 3073

Email: amal@melbournerec.com.au

Tel: 94646732

Mob:

Fax:

Ref: AJ:24/3111AJ

#### 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	11536	Folio	025	809	PS718242X

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

### Property address

The address of the land is: **4 MYRA PLACE LALOR VIC 3075**

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

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

### Payment (general condition 14 and 17)

Price \$

Deposit \$ by (of which \$ has been paid)

Balance \$ payable at settlement

### GST (general condition 19)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

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

### Settlement (general condition 17)

is due on .....

**PLEASE NOTE - NO Settlements between 20/12/2024-15/01/2025 – our office will be closed.**

**See special condition 25.**

**Please ensure you do NOT choose a settlement date whilst we and other Conveyancing Practices are CLOSED, Lenders are on skeleton staff and Estate Agents are often not able to arrange Final Inspections.**

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

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

### Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 5.1

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

(\*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

### Terms contract (general condition 30)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words '**terms contract**' in this box and refer to general condition 23 and add any further provisions by way of special conditions.

**Loan** (general condition 20)

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

Lender:

Loan amount

Approval date:

**FIRB APPROVAL REQUIRED** (Special Condition 16)

YES ..... Passport Provided? Yes or No? .....

Passport Number .....

NO .....

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

**Special conditions**

## GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment: ☐ No ☐ Yes

(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

### GST Withholding Payment Details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the GST withholding rate:

Amount must be paid: ☐ at completion ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ No ☐ Yes

If "yes", the GST inclusive market value of the non-monetary consideration:

Other details (including those required by regulation or the ATO forms):

# Special Conditions

## 1. Auction

- 1.1 If the property is sold by public auction then the property is offered for sale by public auction, subject to the vendors reserve price. The rules for the conduct of the auction shall be as set out in the schedule of the Sale of Land Regulations or any rules prescribed by regulations which modify or replace those rules.
- 1.2 The successful bidder shall immediately on the fall of the hammer sign this contract and pay the full 10% deposit to the Vendors agent.

## 2. Acceptance of title

General condition 12.4 is added:

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.

## 3. Foreign resident capital gains withholding

- 3.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
- 3.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the Vendor gives the Purchaser a special clearance certificate issued by the Commissioner under section 14-200 (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.
- 3.3 This special condition only applies 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 is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 3.4 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.
- 3.5 The Purchaser must:
  - (a) engage a Legal Practitioner or Conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the Purchaser's obligations in this special condition; and
  - (b) ensure that the representative does so.
- 3.6 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 as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this special condition;despite
  - (d) any contrary instructions, other than from both the Purchaser and the Vendor; and
  - (e) any other provision in this contract to the contrary.
- 3.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
  - (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 3.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(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.
- 3.9 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.
- 3.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

#### 4. Electronic Conveyancing

EC

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

- 4.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the Purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 4.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 4.3 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.
- 4.4 The Vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 4.5 The Vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 4.6 Settlement occurs when the workspace records that:
  - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 4.7 The parties must do everything reasonably necessary to effect settlement:
  - (a) electronically on the next business day; or
  - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or by 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 4.8 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.
- 4.9 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 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
  - (d) direct the Vendor's subscriber to give (or, if there is no Vendor's subscriber, give) all those documents and items, and any such keys, to the Purchaser or the Purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 4.10 The Vendor must, at least 3 days before the due date for settlement, provide the original of any document required to be prepared by the Vendor in accordance with general condition 6.

#### 5. GST withholding

- 5.1 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.
- 5.2 This general condition 15B applies if the purchaser is 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 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 5.3 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.

5.4 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.

5.5 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.

5.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:

- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

5.7 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 settlement system described in general condition 15B.6.

However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, 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.

5.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 14 days before the due date for settlement.

5.9 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 of 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.

5.10 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.

5.11 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 the vendor's failure, including breach of a warranty in general condition 15B.10; or
- (b) the purchaser's 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*

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.

5.12 This general condition will not merge on settlement.

## 6. Interpretation.

In the interpretation of this contract where the context permits;

- (a) Words importing either gender shall be deemed to include the other gender.
- (b) Words importing the singular number shall be deemed to include the plural and vice versa;
- (c) Where there are two or more Purchasers the agreements and obligations of the Purchaser hereunder shall bind them jointly and each of them severally.

## 7. Whole Contract.

The Purchaser acknowledges and agrees that:

- 7.1 The Purchaser was given a Vendors Statement before signing this Contract;
- 7.2 No information, representations or warranty of the Vendor, the Vendors Conveyancer or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser;
- 7.3 The Purchaser has relied on its judgement in purchasing the Property and has inspected the property including all improvements, fixtures and Chattels as set out in the Contract.
- 7.4 No warranty has been given as the condition or quality of the improvements, fixtures, fittings or Chattels.
- 7.5 No brochure, investment report or advertising material is to be relied on as an accurate description of the property.
- 7.5 This contract forms the entire agreement between the Vendor and the Purchaser.

## 8. Land Identity.

The Purchaser admits that the land offered for sale and inspected by them is identical to that described in the attached title. The Purchaser shall not make any requisition in respect of or claim any compensation for any alleged miss description of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or to bear all or any part of the cost of doing so.

## 9. Condition Of The Property.

- 9.1 The Purchaser warrants to the vendor that as a result of the Purchaser's inspections and enquiries concerning the property, the Purchaser is satisfied with the condition, quality and state of repair of the property and accepts the property as it is and subject to any defects, need for repair or infestation.
- 9.2 The Purchaser will not make any claim or requisition or delay this transaction or rescind or terminate this contract because of anything concerning the matters referred to in these special conditions or in respect of any loss, damage, need for repair relating to the property or the requirements of a statutory authority made on or after the day of sale.
- 9.3 The Purchaser acknowledges that the improvements may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed. A failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the Purchaser must not delay settlement or refuse to settle, or make any requisition or claim any compensation from the Vendor on that ground.
- 9.4 The Purchaser acknowledges that if there is a swimming pool or spa on the property which is or may require the installation of barriers or fencing as appropriate by the building regulations or the requirement for any permits or approvals and the requirement for obtaining compliance and registration as appropriate, the Purchaser must comply, at the Purchaser's cost and expense, with the building and government authorities and regulations within 30 days of Settlement. The Purchaser acknowledges and agrees that the Vendor makes no warranty or no representation for any permits or approvals, registration or compliance for the Swimming pool or spa. Upon signing this Contract of Sale, the Purchaser acknowledges and agrees that the Purchaser shall bear full responsibility for any fines, notices or orders issued after the date of the Purchaser signing the Contract with respect to the Pool and Spa registration, compliance or any works required in relations to the Pool/Spa, requirements for Fencing/Compliance or Permits. The Purchaser indemnifies and keeps indemnified the Vendor on and from the day of sale in respect of all notice, orders or legal requirements under the building regulations.
- 9.5 The land and buildings and improvements, if any has sold hereby and inspected by the Purchaser are sold on the basis of existing improvements thereon and the Purchaser shall not make any claim, requisition or rescind the Contract:
- 9.5 (a) For any deficiency or defect in the said improvements, whether as to their suitability for occupation, compliance with laws or otherwise or;
- 9.5 (b) In relations to the issue or non-issuance of building permits of the said improvements; or
- 9.5 (c) In relations to the completion of inspections by the relevant authorities in respect of the said improvements

**9.6 General Condition 12 is Deleted from this Contract.**

9.7 The Purchaser acknowledges that the Vendor makes no warranty or representation that any improvements on the land sold or any alterations or additions or renovations thereto comply with the requirements of the VBA Regulations, Council By-Laws relevant statutes and any regulations by any responsible authorities.

Any such failure of any building or improvements on the land to comply with the planning, health, environmental building and other legislations, VBA Regulations, Council By-Laws relevant statutes and any regulations by any responsible authorities and encroachments by or on the land there under shall not constitute a defect in the Vendor's title. The Purchaser shall not make any requisition, claim or compensation in relation to the issuance or non-issuance of the Building and Occupancy Permits/Final Inspections and other permits by the relevant authorities in respect of any improvements, additions, alterations thereon.

Purchaser acknowledges having inspected the Property hereby sold and save as is otherwise expressly provided, acknowledges that the Purchaser is purchasing the Property in its present condition and state of repair 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. Upon signing of the Contract of Sale the Purchaser assumes full responsibility and liability in relation to special condition 9.7 and the purchaser shall make no request, claims, seek compensation or delay settlement, rescind and terminate the Contract whatsoever because of special condition 9.7

The Purchaser indemnifies and keeps the Vendor indemnified on and from the day of sale in respect to the special condition.

9.8 The Purchaser acknowledges that the Vendor makes no warranty or no representation for any permits, approvals or compliance certificates for the pool, property or any improvements, alterations or additions to the property. Upon signing of the Contract of Sale the Purchaser assumes full responsibility and liability in relation to special condition 9.8 and the purchaser shall make no request, claims, seek compensation or delay settlement, rescind and terminate the Contract whatsoever because of special condition 9.8

The Vendor will not be required to procure any Defects reports, building permit, building approval, final inspection, Occupancy Permits, compliance certificates, registration certificates or any other permits, approvals or inspections in relations to the land, property, pool or any improvements, upgrades, extension or alterations and the purchasers shall not make any requisition or claim any compensation from the Vendor on that ground.

The Purchaser accepts the land, pool or improvements on and the services on to the land in their present condition, position and state of repair and subject to all fault or defects both latent and patent.

The Purchaser indemnifies and keeps the Vendor indemnified on and from the day of sale in respect to the special condition.

9.9 The Purchaser agrees to make their own enquiries with any authority or Party they may presume applicable or relevant of any particulars of any notice, order, declaration, deed, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, and the Purchaser agrees to assume, to the fullest extent permitted by law or equity, complete responsibility and liability for and comply with all the requirements and obligations of all notices, orders, declarations, deeds, reports or recommendations served in the respect of the Property, including any Notice, Order, declaration, deed, report or recommendation contained in the Contract herein, if any, whether the service is on the Vendor or otherwise, on or before or after the day of sale or settlement. Failure of disclosure of any such notices or orders, declaration, deed, report or recommendation to the Purchaser or failure of compliance with any notices or orders, declaration, deed, report or recommendation by the Vendor does not constitute a defect in the vendor's title or affects the validity of this contract and the purchaser shall make no request, claims, seek compensation or delay settlement or rescind the Contract whatsoever because of this special condition.

The Purchaser indemnifies and keeps the Vendor indemnified on and from the day of sale in respect to the special condition.

**10. Improvements.**

The Purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, municipal by-laws, relevant statutes or any other regulations. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor. The Purchaser must not delay settlement or refuse to settle nor require the Vendor to comply with any one or more of those laws or regulations, or provide any documents including any requirements to fence any pool or spa, or install smoke detectors.

**11. Planning.**

The Purchaser buys the property subject to any restrictions imposed by the provisions of any applicable town planning act, orders, plans, schemes, local government by-laws or other enactment or any authority empowered to make restrictions. Any such restrictions shall not constitute a defect in the Vendor's title and the Purchaser shall not make any requisition, or objection, nor be entitled to any compensation from the Vendor in respect thereof. The Purchaser must not delay settlement or refuse to settle. Save for any warranties or representations, which cannot be legally excluded with respect to the use of the said land or any part thereof.

**12. Restrictions.**

The property is sold subject to all easements, covenants, leases/licences, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto. The Purchaser should make their own enquiries whether any structure or buildings are constructed over any easements prior to signing the Contract, otherwise the Purchaser accepts the location of all buildings and shall not make any claim in relation thereto and must not delay settlement or refuse to settle.

**13. Settlement.**

- (a) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place no later than 3.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day. Should settlement take place via Electronic Conveyancing, settlement shall take place no later than 4.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day.
- (b) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place at the office of the Vendor's representative or at such other place in Victoria as the Vendor directs.
- (c) Should settlement take place via paper and not Electronic Conveyancing, and should settlement be directed by the choice of the

Purchaser with the approval of the Vendor, the Purchaser will pay a settlement fee to the Vendor's representative of \$450.00 Plus GST. This fee will be due and payable at settlement.

- (d) Should settlement take place via paper and not Electronic Conveyancing, and settlement has been attended to and falls through at the fault of the Purchaser, the Purchaser will pay a re-attendance fee to the Vendor's representative of \$450.00 Plus GST, along with any other costs incurred due to the breach of the Purchaser. This fee is due and payable on the next scheduled settlement time/date.
- (e) Should settlement take place via paper and not Electronic Conveyancing, at settlement, the Purchaser must pay the fees up to six cheques drawn on an authorised deposit-taking institution.
- (f) Without limiting any other rights of the Vendor, If the Purchaser fails to settle on the due date for settlement as set out in the particulars of sale to this contract (due date) or request an extension to the due date, the Purchaser must pay to the Vendor's representative an amount of \$220.00 plus GST representing the Vendor's additional legal cost and disbursements, along with any other costs incurred due to the breach of the Purchaser.

#### **14. Licence Agreement.**

The purchaser acknowledges should they request a licence agreement, and should the Vendor agree, the licence must be prepared by the vendors representative at the cost of the purchaser. The fee to prepare the licence is \$450.00 plus GST and shall be adjusted for and payable at settlement.

#### **15. Guarantee & Indemnity.**

- 15.1** Immediately after being requested to do so by the Vendor, procure the execution by all directors of the Purchaser (of if the Vendor requires by the shareholders) of a guarantee and indemnity to be prepared by the Vendor's representative and to be substantially the same form as the guarantee annexed to this contract but with the necessary changes being made.

#### **16. Foreign Acquisitions and Takeovers Act 1975.**

- 16.1** If ticked 'No' after the words 'FIRB approval Required?' in the particulars of sale page or this section of the particulars of sale is not complete, the Purchaser:
  - 16.1.1** warrants to the vendor, as an essential term of this contract, that the acquisition of the property by the purchaser does not fall within the scope of the Takeover Act and is not examinable by FIRB: and
- 16.2** If the box is ticked YES after the words 'FIRB Approval required?' in the particulars of sale, then the Purchaser:
  - 16.2.1** must, as an essential term of this contract, promptly after the day of sale take all reasonable endeavours to obtain FIRB approval pursuant to the Takeover Act of this purchase and will keep the vendor informed of the progress of the FIRB Approval application and provide evidence of the FIRB approval to the vendor
  - 16.2.2** The Purchaser must give written notice to the Vendor's solicitor that approval has not been obtained by 4pm on the date which is 30 days after the day of sale, whereupon the Contract will be terminated, and all monies paid by the Purchaser shall be refunded in full. If the Purchaser has not advised the Vendor in writing that the Purchaser has obtained approval by 4pm on the date which is 30 days after the day of sale, then the Purchaser warrants that they have approval.
  - 16.2.3** The Purchaser agrees that if the warranty in special conditions 12.1 is breached, the Purchaser will indemnify the Vendor against any penalties, fines, legal cost, claims, losses or damages which the Vendor suffers as a direct or indirect result of a breach of that warranty

#### **17. Loans / Finance**

The purchaser warrants that he has not received any promise from the Vendor's Agent (or any person acting on behalf of the Vendor's agent) in relation to obtaining a loan for the purchase of the property.

#### **18. Indemnity – Estate Agent**

The purchaser warrants that he has not been introduced to the vendor or to the property directly or indirectly by any real estate agent other than the agent herein described or other person who might be entitled to claim commission from the vendor in respect of this sale and the purchaser shall indemnify and keep indemnified the vendor, at all times notwithstanding settlement hereof from and against any claim or liability for commission or loss or damages resulting from a breach of this warranty.

#### **19. Adjustments of Outgoings**

- 19.1** The Purchaser must provide copies of all certificates and other information used to calculate the adjustments, including land tax. The purchaser is to provide the statement of adjustments to the vendors representative at least 5 business days prior to settlement. A delay in the statement of adjustments will incur a fee of \$242.00 payable at settlement.
- 19.2** If the property is not separately assessed in respect of the outgoings, then the portion of any such outgoings are to be adjusted between the Vendor and the Purchaser will be either on the basis the amount to be apportioned between them is the proportion of the outgoing equal to the proportion which:
  - (a) The lot liability of the property bears to the total liability of all of the lots on the plan; or

(b) The surface area of the property bears to the surface area of the land that is subject to the assessment; or

19.2.2 On such other basis,

as the Vendor may reasonably direct the Purchaser on or before the settlement date.

19.3 The Purchaser must pay any special fee or charge levied on the Vendor on and from the day of sale by the Owner's Corporation under the Owner's Corporation act or Owners Corporation Regulations. The special fee or charge will not be subject to appointment between the Vendor and the Purchaser.

## **20. Stamp Duty – Purchasers Buying in unequal Interest**

20.1 If there is more than one Purchaser, it is the Purchaser's responsibility to ensure the contract correctly records at the date of sale the proportion in which they are buying the property (the proportions).

20.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the Purchaser's responsibility to pay additional duty, which may be assessed as a result to the variation.

20.3 The Purchaser fully indemnifies the Vendor, Vendor's Agent and the Vendor's Conveyancer against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

## **21. Vendor Statement**

The Purchaser acknowledges that prior to signing this Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended legally to bind the Purchaser, the Purchaser has been given a statement in writing containing the particulars required by section 32(2) of the Sale of Land Act 1962 (as amended)

## **22. Trust**

If the Purchaser is buying the property as trustee of a Trust (**Trust**) then;

23.1.1 The Purchaser must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;

23.1.2 The Purchaser Warrants that the Purchaser has power under the Trust to enter into this contract;

23.1.3 If the Trustee is an individual, that signatory is personally liable under the contract for the due performance of the Purchaser's obligations as if the signatory were the Purchaser in case of default by the Purchaser.

23.1.4 The Purchaser warrants that the Purchaser has a right of indemnity under the Trust; and

23.1.5 The Purchaser must not allow the variation of the Trust or the advance or distribution of capital of the Trust or resettlement of any property belonging to the Trust.

## **23. Personal property securities register**

Notwithstanding General Condition 11 the Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the Personal Property Securities Regulations 2009 to be described in a registration by a serial number and is not described by serial number in the PPSR.

## **24. Solar Panels**

If there are any solar panels on the land, the purchaser acknowledges and agrees that:

25.1. whether or not any benefits currently provided to the vendor by agreement with the current energy supplier(including with respect to feed-in tariffs) pass to the purchaser on the sale of the land is a matter for enquiry and confirmation by the purchaser, and the vendor makes no representation in this regard;

25.2. the purchaser will negotiate with the current energy supplier or an energy supplier of the purchaser's choice with respect to any feed-in tariffs for any electricity generated or any other benefits provided by the solar panels;

25.3. the purchaser shall indemnify and hold harmless the vendor against any claims whatsoever with respect to the solar panels; and

25.4. neither the vendor nor vendor's estate agent has made any representations or warranties with respect to the solar panels in relation To their condition, state of repair, fitness for purpose for which they are installed, their input to the electricity grid, any benefits arising From and electricity generated by the solar panels, or otherwise.

## **25. Christmas & New Year Holiday Period**

If settlement has not taken place on or before 20 December in the calendar year in which settlement is agreed to occur, then both parties agree that settlement will be set on 15 January in the following calendar year. It is agreed that either party will not issue a Default and/or Rescission Notice on the other party between the period of 20 December in the calendar year in which settlement is set to 15 January of the following calendar year, or make any objection, requisition or claim for compensation, arising from/or in connection with the failure to complete settlement under this special condition.

## 26. PROPERTY SOLD "AS IS"

The Purchaser acknowledges and agrees:

26.1 that the property is purchased by the Purchaser:-

(a) on an "as is" basis and as a result of the independent exercise of the purchaser's own skill and judgement after due inspection and investigation;

(b) in its present condition with all existing patent and latent defects; General Condition 31.2, 31.3, 31.4, 31.5 and 31.6 are deleted from this Contract

(c) Subject to any infestations or dilapidations

(d) Subject to all non-compliance with the local Government Act or any ordinance under that act in respect of any building on the land.

26.2 the Vendor has not made nor shall be construed as having made any representation or warranty that any improvements or appliances on the property comply with the Uniform Building Regulations and any other relevant rules regulations or statutory provisions in relation to them or any permit or other authority issued with respect to them.

26.3 no representation or warranty has been made or given by the Vendor or by any person acting on behalf of the Vendor to the Purchaser or to any person acting on behalf of the Purchaser as to:

(i) the marketability, quality or fitness for any purpose of the Property or the improvements;

(ii) the freedom of the Property from defects, infestation, contamination or dangerous substances;

(iii) the use to which the Property can lawfully be put; or

(iv) whether development of any description may be carried out on the Property.

26.4 The Purchaser shall not be entitled to claim any damages or compensation or to delay the settlement of the sale herein by reason of: the state of cleanliness of any improvement erected on the land herein sold;

## GUARANTEE & INDEMNITY

TO: The vendor as named in the contract to which this document is attached ("the vendor")

IN CONSIDERATION of the vendor, at the request of the person whose name is set forth after paragraph 2 hereto ("the guarantor"), having agreed to sell the property and chattels (if any) to the purchaser, for the price and other terms as contained in the contract, the guarantor;

1. HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest thereon as detailed in the contract and all other monies that are payable or may become payable pursuant thereto ("the monies hereby secured") and also the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the contract and on the part of the purchaser to be performed and observed and the guarantor hereby expressly acknowledges and declares that it has examined the contract and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:-

- (a) THAT in the event of the purchaser failing to pay the vendor as and when due the monies hereby secured the guarantor will immediately pay the same to the vendor.
- (b) THAT in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform same.
- (c) THE guarantor shall be deemed to be jointly and severally liable with the purchaser (in lieu of being merely a surety for it) for the payment of the monies hereby secured and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the moneys or to carry out and perform the obligations herein contained
- (d) THAT no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all monies owing to the vendor have been paid and all obligations have been performed.

## SCHEDULE

**Vendor:** .....

**Purchaser:** .....

**Guarantor:** .....

**Contract:** A contract dated the ..... of ..... 2024 between the vendor and the purchaser

**EXECUTED AS A DEED** on the ..... of ..... 2024

**SIGNED SEALED AND DELIVERED BY** )

**The said guarantor in the presence of:** ) .....

.....  
Witness

# 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.

## 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 sale. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

## 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 condition 11.2, the purchaser must-
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; 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 7.6, 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 received a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor-
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

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

# Money

## 14. DEPOSIT

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

## 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general

condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

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

## **16. BANK GUARANTEE**

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

16.2 In this general condition:

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

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

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

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

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

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

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

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

## **17. SETTLEMENT**

17.1 At settlement:

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

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

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

## **18. ELECTRONIC SETTLEMENT**

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

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

18.3 Each party must:

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

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

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

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

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming

mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

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

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

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

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

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

18.9 The vendor must before settlement:

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

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgment network operator of settlement.

## 19. GST

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

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

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

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

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

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

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

## 20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

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

## 21. BUILDING REPORT

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

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

- 24.5 The purchaser must:
- (a) The engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14- 255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (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 lodgment 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 lodgment 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.
- 28.1 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; and
  - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

### 32. BREACH

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

34.2 The default notice must:

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

### 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

# Due diligence checklist

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

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

### Urban living

#### ***Moving to the inner city?***

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

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

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

### Growth areas

#### ***Are you moving to a growth area?***

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

### Flood and fire risk

#### ***Does this property experience flooding or bushfire?***

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

## Rural properties

### ***Moving to the country?***

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

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

### ***Can you build new dwellings?***

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

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

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

## Soil and groundwater contamination

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

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

## 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.

# Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

<b>Land</b>	4 MYRA PLACE LALOR VIC 3075	
<b>Vendor's name</b>	STEFANO SACCHETTI	<b>Date</b> / /
<b>Vendor's signature</b>		
<b>Vendor's name</b>	DANIELA LUISA PANETTA	<b>Date</b> / /
<b>Vendor's signature</b>		
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		

## 1 FINANCIAL MATTERS

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

- (a) Are contained in the attached certificate/s.

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

	To	
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	AVPCC No. 110
(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 of 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 documents.

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

To the best of the vendor's knowledge, there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

### 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 under 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:

Are contained in the attached certificates and/or statements, if any and the Purchaser should make its own enquiries from the municipal council or any other public authority or government department considered appropriate by the Purchaser.

### 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:

Are contained in the attached certificates and/or statements, if any and the Purchaser should make its own enquiries from the municipal council or any other public authority or government department considered appropriate by the Purchaser.

### 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:

Are contained in the attached certificates and/or statements, if any and the Purchaser should make its own enquiries from the municipal council or any other public authority or government department considered appropriate by the Purchaser.

## 5 BUILDING PERMITS

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

Not Applicable.

## 6 OWNERS CORPORATION

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

Not Applicable.

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

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"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	---

## 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*.

Not Applicable.

### 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.)*

- ☒ Attach Due Diligence Checklist (this will be attached if ticked)

## 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)*

--

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

Page 1 of 2

VOLUME 11536 FOLIO 025

Security no : 124118722900X  
Produced 03/10/2024 07:42 AM

### LAND DESCRIPTION

Lot 809 on Plan of Subdivision 718242X.  
PARENT TITLE Volume 11321 Folio 456  
Created by instrument PS718242X 25/11/2014

### REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
STEFANO SACCHETTI  
DANIELA LUISA PANETTA both of 4 MYRA PLACE LALOR VIC 3075  
AY303846W 14/08/2024

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY303847U 14/08/2024  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS718242X 25/11/2014

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  
AF262180R 09/08/2007

AGREEMENT Section 173 Planning and Environment Act 1987  
AG740609D 08/09/2009

### DIAGRAM LOCATION

SEE PS718242X FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AY303845Y (E)	DISCHARGE OF MORTGAGE	Registered	14/08/2024
AY303846W (E)	TRANSFER	Registered	14/08/2024
AY303847U (E)	MORTGAGE	Registered	14/08/2024

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

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

Street Address: 4 MYRA PLACE LALOR VIC 3075

### ADMINISTRATIVE NOTICES

NIL

eCT Control 24572Q COMMONWEALTH BANK OF AUSTRALIA

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

Page 2 of 2

---

Effective from 14/08/2024

DOCUMENT END

INFORMATION ONLY

# Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	<b>Plan</b>
Document Identification	<b>PS718242X</b>
Number of Pages (excluding this cover sheet)	<b>10</b>
Document Assembled	<b>17/10/2024 15:08</b>

**Copyright and disclaimer notice:**

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None 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.

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

	<b>PLAN OF SUBDIVISION</b>	Stage No. /	LRS use only <b>EDITION 2</b>	Plan Number <b>PS 718242X</b>
--	----------------------------	----------------	----------------------------------	----------------------------------

<p>Location of Land Parish: WOLLERT Township: Section: Crown Allotment: Crown Portion: 2 (PART) Title References C/T VOL 11321 FOL 456 Last Plan Reference: Lot M on PS 636534P</p> <p>Postal Address: 411 EDGARS ROAD (At time of subdivision) LALOR 3075</p> <p>MGA Co-ordinates: E 323 460 Zone 55 (Of approx. centre of plan) N 5 830 240</p>	<p style="text-align: center;">Council Certification and Endorsement</p> <p>Council Name: WHITTLESEA CITY COUNCIL Ref:</p> <ol style="list-style-type: none"> <li>This Plan is certified under Section 6 of the Subdivision Act 1988.</li> <li>This plan is certified under section 11(7) of the Subdivision Act 1988 Date of original certification under section 6 ...../...../</li> <li>This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</li> </ol> <p>OPEN SPACE (i) A requirement for public open space under Section 18 Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage</p> <p>Council delegate Council seal Date / /</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988.</p> <p>Council delegate Council seal Date / /</p>
---	---

<b>Vesting of Roads or Reserves</b>	
Identifier	Council/Body/Person
ROAD R-1 RESERVE Nos. 1 to 3	WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL

<b>Notations</b>	
Depth Limitations: DOES NOT APPLY	Staging: This is not a staged subdivision Planning permit No. 714293
<p><u>Other Purpose of this Plan:</u></p> <p>To remove part of easement E-7 on PS 636534P via Section 6 (1)(K) of Subdivision Act 1988</p>	<p>This is a SPEAR plan.</p> <p>Lots 1 to 800 and A to S (all inclusive) have been omitted from this plan</p> <p>Survey: This plan is based on survey</p> <p>This survey has been connected to permanent mark no(s). PM321 in Proclaimed Survey Area no.</p>


<b>Easement Information</b>					<p><u>LRS use only</u></p> <p>Statement of compliance/ Exemption Statement</p> <p>Received <input checked="" type="checkbox"/></p> <p style="text-align: right;">Date: 13 / 11 / 2014</p>
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					<p>PLAN REGISTERED: TIME: 10:47 am DATE: 25 / 11 / 2014</p> <p>R. W. Grimwood Assistant Registrar of Titles</p>
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of	
SEE SHEET 2 FOR EASEMENT DETAILS					

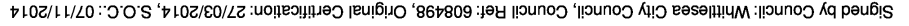
  

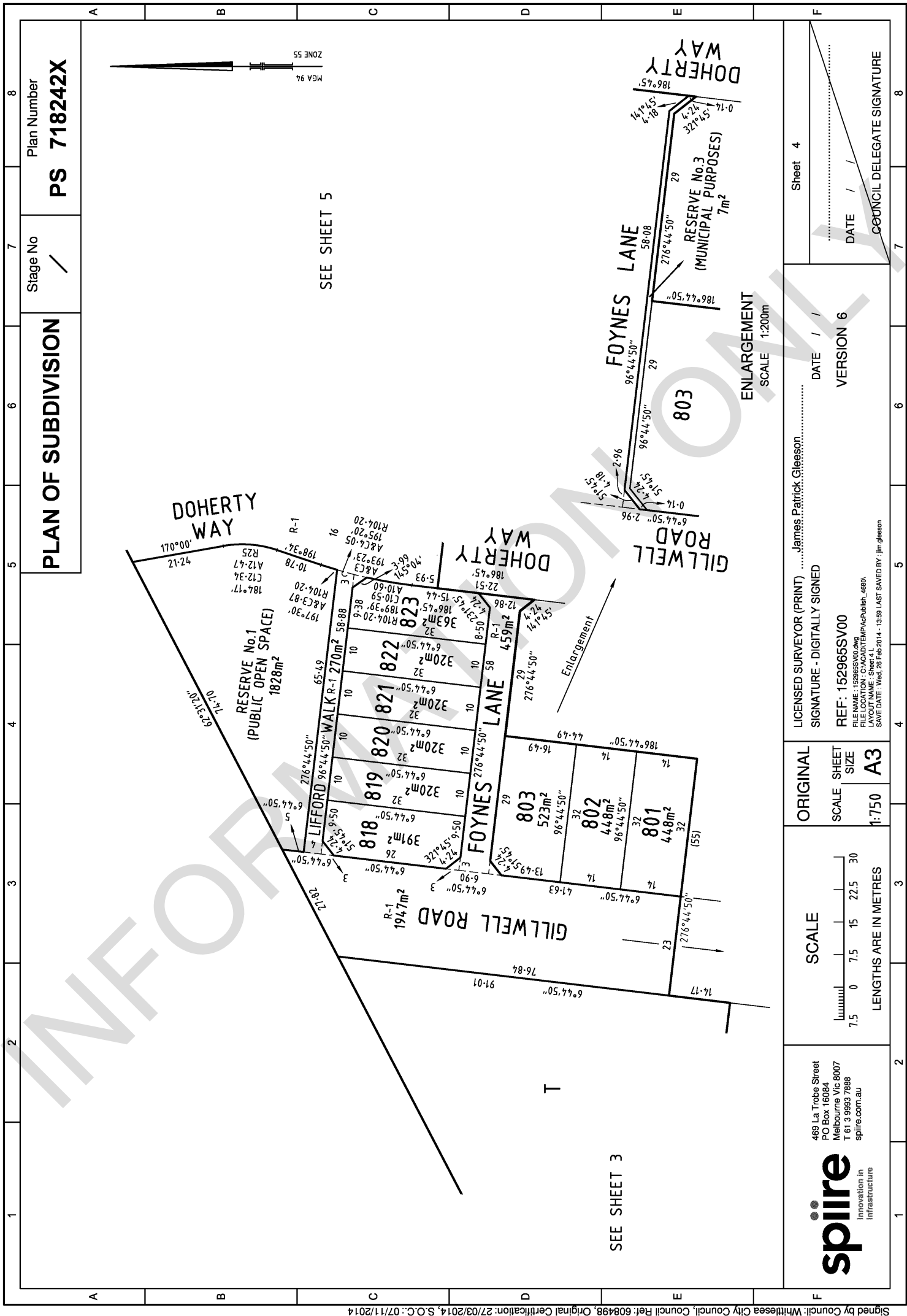
<b>CARLINGFORD ESTATE - STAGE 8 (23 LOTS)</b>		<b>AREA OF STAGE - 1.725ha</b>	Sheet 1 of 8 Sheets
<p>469 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au</p>		<p>LICENSED SURVEYOR (PRINT) James Patrick Gleeson</p> <p>SIGNATURE - DIGITALLY SIGNED DATE / /</p> <p>REF: 152965SV00 VERSION 6</p> <p><small>FILE NAME : 152965SV00.dwg FILE LOCATION : C:\ACAD\TEMP\AcPublish_4680 LAYOUT NAME : Sheet 1 SAVE DATE : Wed, 26 Feb 2014 - 13:59 LAST SAVED BY : jim.gleeson</small></p>	<p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p style="text-align: center;">Original sheet size A3</p>

	<b>PLAN OF SUBDIVISION</b>	Stage No. /	LRS use only <b>EDITION</b>	Plan Number <b>PS 718242X</b>
--	----------------------------	----------------	--------------------------------	----------------------------------

Easement Information				
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of
E-1	Pipeline	SEE DIAG	K459390	C/T 5219/723 (Gas & Fuel Corporation of Victoria)
E-2	Sewerage	2.50	K178361	MMBW
E-3	Way	10	PS 544515F	Land in PS 544515F
E-4	Sewerage	2	PS 626273X	Land in PS 626273X
E-4	Sewerage	2	PS 626273X	Yarra Valley Water Limited
E-5	Drainage	2	PS 623203M	Land in PS 623203M
E-6	Sewerage & Drainage	3	PS 629824U	Land in PS 629824U
E-6	Sewerage	3	PS 629824U	Yarra Valley Water Limited
E-7	Drainage	2	PS 626273X	Land in PS 626273X
E-8	Sewerage	2	PS 636534P	Land in PS 636534P
E-8	Sewerage	2	PS 636534P	Yarra Valley Water Limited
E-9	Sewerage & Drainage	3	PS 636534P	Land in PS 636534P
E-9	Sewerage	3	PS 636534P	Yarra Valley Water Limited
E-10	Sewerage & Drainage	3	PS 633572W	Land in PS 633572W
E-10	Sewerage	3	PS 633572W	Yarra Valley Water Limited
E-11	Sewerage	2	This Plan	Yarra Valley Water
E-11	Sewerage	2	This Plan	Land in this Plan
E-12	Drainage	2	This Plan	Land in this Plan
E-13	Drainage & Sewerage	3	This Plan	Land in this Plan
E-13	Sewerage	3	This Plan	Yarra Valley Water

 <p>469 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au</p>		<b>LICENSED SURVEYOR (PRINT)</b> ... James Patrick Gleeson		<b>Sheet 2</b>	
		<b>SIGNATURE - DIGITALLY SIGNED</b> <b>REF: 152965SV00</b> <small>FILE NAME : 152965SV00.dwg FILE LOCATION : C:\ACAD\TEMP\AcPublish_4680\</small> <small>LAYOUT NAME : Sheet 2 P SAVE DATE : Wed, 26 Feb 2014 - 13:59 LAST SAVED BY : jim.gleeson</small>		DATE / / <b>VERSION 6</b> <hr/> DATE / / <b>COUNCIL DELEGATE SIGNATURE</b> <hr/> Original sheet size A3	





**spire**  
Innovation in  
Infrastructure  
469 La Trobe Street  
PO Box 16084  
Melbourne Vic 8007  
T 61 3 9993 7888  
spire.com.au

**SCALE**  
LENGTHS ARE IN METRES  
7.5 0 7.5 15 22.5 30

**ORIGINAL**  
SCALE  
1:750

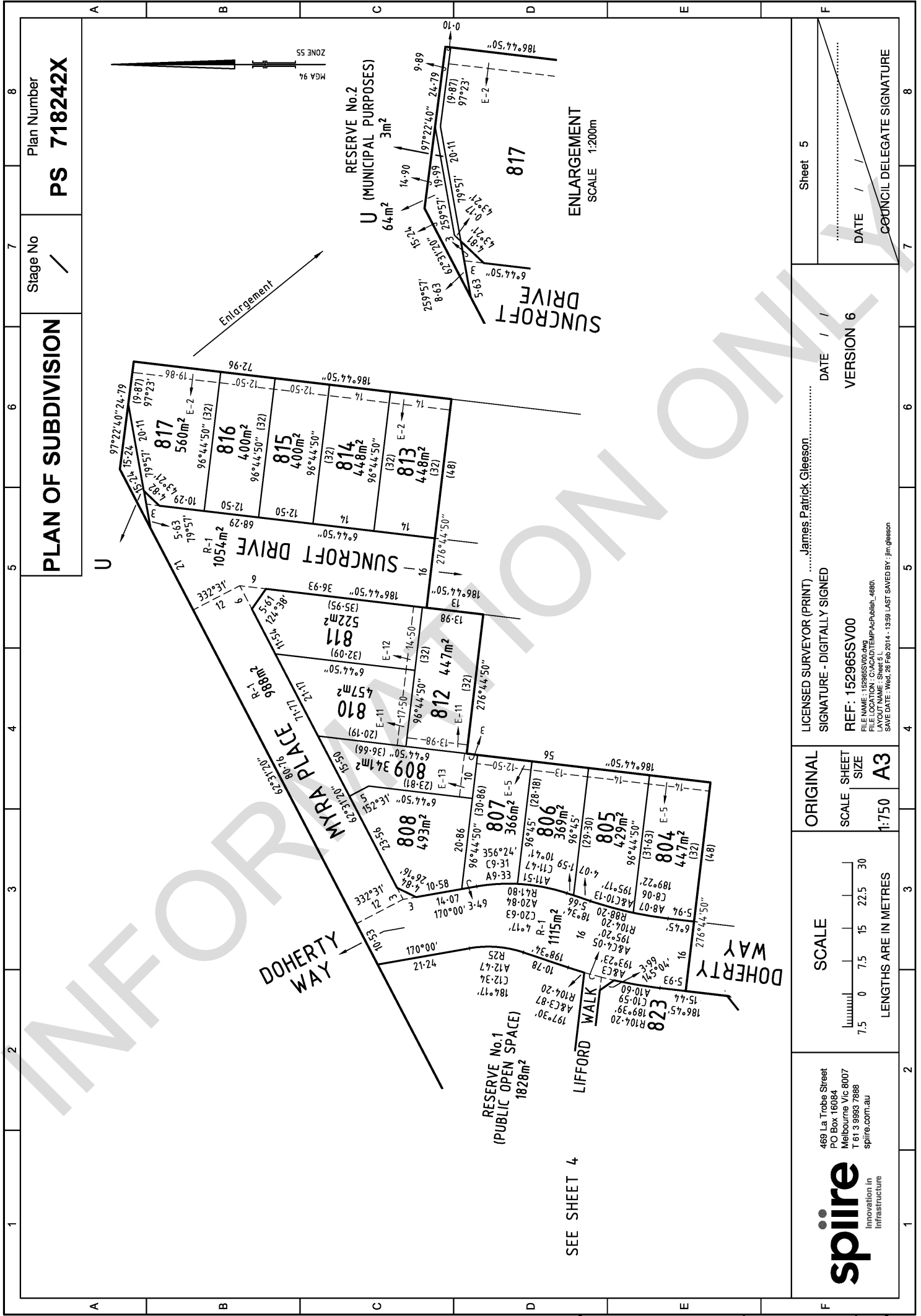
**SHEET**  
SIZE  
A3


**LICENSED SURVEYOR (PRINT)**  
SIGNATURE - DIGITALLY SIGNED  
REF: 152965SV00  
FILE NAME: 152965SV00.dwg  
LAYOUT NAME: Sheet 4  
SAVE DATE: Wed, 28 Feb 2014 - 13:59 LAST SAVED BY: jpm.gleeson

**DATE** / /  
**VERSION** 6

**DATE** / /  
**COUNCIL DELEGATE SIGNATURE**

Sheet 4



1	2	3	4	5	6																																																												
<b>PLAN OF SUBDIVISION</b>			Stage No /	Plan Number <b>PS 718242X</b>																																																													
<p><b><u>CREATION OF RESTRICTION No 1</u></b></p> <p>The following Restriction is to be created upon Registration of this plan:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <caption style="text-align: center;">Table of Land Burdened and Land Benefitted :</caption> <thead> <tr> <th>Burdened Lot No.</th> <th>Benefitted Lots</th> <th>Burdened Lot No.</th> <th>Benefitted Lots</th> <th>Burdened Lot No.</th> <th>Benefitted Lots</th> </tr> </thead> <tbody> <tr> <td>801</td> <td>802</td> <td>810</td> <td>809, 811, 812</td> <td>819</td> <td>818, 820</td> </tr> <tr> <td>802</td> <td>801, 803</td> <td>811</td> <td>810, 812</td> <td>820</td> <td>819, 821</td> </tr> <tr> <td>803</td> <td>802</td> <td>812</td> <td>809, 810, 811</td> <td>821</td> <td>820, 822</td> </tr> <tr> <td>804</td> <td>805</td> <td>813</td> <td>814</td> <td>822</td> <td>821, 823</td> </tr> <tr> <td>805</td> <td>804, 806</td> <td>814</td> <td>813, 815</td> <td>823</td> <td>822</td> </tr> <tr> <td>806</td> <td>805, 807</td> <td>815</td> <td>814, 816</td> <td></td> <td></td> </tr> <tr> <td>807</td> <td>806, 808, 809</td> <td>816</td> <td>815, 817</td> <td></td> <td></td> </tr> <tr> <td>808</td> <td>807, 809</td> <td>817</td> <td>816</td> <td></td> <td></td> </tr> <tr> <td>809</td> <td>807, 808, 810, 812</td> <td>818</td> <td>819</td> <td></td> <td></td> </tr> </tbody> </table> <p><b>FOR THE PURPOSE OF THIS RESTRICTION:</b></p> <p>a) Transferor means Jarrah Property Pty Ltd ACN 114 364 966</p> <p>b) The Main Street Frontage is considered the frontage that allows the most direct access to the front door of the dwelling or in the case of corner lots the Main Street Frontage is considered to be the boundary that is shorter in length.</p> <p><b>DESCRIPTION OF RESTRICTION:</b></p> <p>A. The registered proprietor or proprietors for the time being of any lot on this plan to which the following restriction applies shall not:</p> <p>1) at any time erect, construct, build or cause or permit to be erected, constructed or built on the lot any:</p> <ul style="list-style-type: none"> <li>(i) building other than that one private dwelling or one single residential dwelling and usual outbuildings;</li> <li>(ii) building unless such building has prior written approval by the Transferor;</li> <li>(iii) dwelling, carport or garage outside the hatched area shown on the diagram on sheet 8;</li> <li>(iv) dwelling that is used for the purposes of a display home or for the purposes of marketing display homes unless prior written consent of the Transferor has been obtained;</li> <li>(v) dwelling on a corner allotment with a setback at the first level less than 4m unless agreed to in writing by the Whittlesea City Council;</li> <li>(vi) garage unless             <ul style="list-style-type: none"> <li>a. constructed from the same materials as the dwelling;</li> <li>b. incorporated under the main roof of the dwelling and enclosed with a sectional garage door, unless the lot has a secondary frontage to a public road and the access and egress to and from the garage is solely to and from that secondary public road;</li> <li>c. setback a minimum of 5.5m from the main street frontage;</li> <li>d. in the case of lots 818-823 (all inclusive) any such garage is constructed such that it only provides access and egress from Foynes Lane; and</li> <li>e. in the case of lots 818-823 (all inclusive) any such garage is constructed such that it is setback 0m from the boundary fronting Foynes Lane.</li> </ul> </li> <li>(vii) carport unless fixed to the side of a dwelling and enclosed with a sectional garage door, unless the lot has a secondary frontage to a public road and the access and egress to and from the carport is solely to and from the secondary public road;</li> <li>(viii) outbuildings (other than a garage or carport)             <ul style="list-style-type: none"> <li>a. having external walls constructed of materials other than brick, stone, rendered concrete, painted concrete sheet, timber or coloured non-reflective metal;</li> <li>b. whose design, appearance and external colours and textures are not integrated and substantially matched with the dwelling constructed on the lot and</li> <li>c. which is visible from an abutting or adjacent street.</li> </ul> </li> <li>(ix) dwelling, garage, carport or outbuilding having external plumbing (excluding drainage downpipes), reticulated or wired services which may be visible from an abutting or adjacent street;</li> <li>(x) dwelling, garage, carport or outbuilding with a meter box on the front façade;</li> <li>(xi) clothes hoist or clothesline or area used for clothes drying or airing which is visible from any street adjacent to or abutting such Lot;</li> <li>(xii) two way radio or other aerial, any satellite dish or any other media or electronic communication aerial or device which may be visible from any street adjacent to or abutting such Lot;</li> <li>(xiii) water tank that is visible from any street adjacent to or abutting such Lot;</li> <li>(xiv) roller shutters or security bars or the like visible from any street adjacent to or abutting such a lot; and</li> <li>(xv) refuse or bin storage area that is visible from any street;</li> <li>(xvi) garden shed that encroaches into the rear setback by more than 10m².</li> </ul>						Burdened Lot No.	Benefitted Lots	Burdened Lot No.	Benefitted Lots	Burdened Lot No.	Benefitted Lots	801	802	810	809, 811, 812	819	818, 820	802	801, 803	811	810, 812	820	819, 821	803	802	812	809, 810, 811	821	820, 822	804	805	813	814	822	821, 823	805	804, 806	814	813, 815	823	822	806	805, 807	815	814, 816			807	806, 808, 809	816	815, 817			808	807, 809	817	816			809	807, 808, 810, 812	818	819		
Burdened Lot No.	Benefitted Lots	Burdened Lot No.	Benefitted Lots	Burdened Lot No.	Benefitted Lots																																																												
801	802	810	809, 811, 812	819	818, 820																																																												
802	801, 803	811	810, 812	820	819, 821																																																												
803	802	812	809, 810, 811	821	820, 822																																																												
804	805	813	814	822	821, 823																																																												
805	804, 806	814	813, 815	823	822																																																												
806	805, 807	815	814, 816																																																														
807	806, 808, 809	816	815, 817																																																														
808	807, 809	817	816																																																														
809	807, 808, 810, 812	818	819																																																														
 <p>469 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au</p>			<p>Sheet 6</p> <p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>Original sheet size A3</p>																																																														
<p><b>ORIGINAL</b></p> <p>SCALE SHEET SIZE</p> <p><b>A3</b></p>		<p>LICENSED SURVEYOR <b>James Patrick Gleeson</b></p> <p>SIGNATURE - DIGITALLY SIGNED</p> <p>REF: 152965SV00</p> <p>DATE / /</p> <p>VERSION 6</p> <p><small>FILE NAME : 152965SV00.dwg FILE LOCATION : C:\ACAD\TEMP\AcPublish_4680\ LAYOUT NAME : Sheet 6 SAVE DATE : Wed, 26 Feb 2014 - 13:59 LAST SAVED BY : jlm.gleeson</small></p>		<p>Sheet 6</p> <p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>Original sheet size A3</p>																																																													
1	2	3	4	5	6																																																												

1	2	3	4	5	6																			
<b>PLAN OF SUBDIVISION</b>			Stage No /	Plan Number <b>PS 718242X</b>																				
A	<p>2) at any time erect, construct, build or cause or permit to be erected, constructed or built on the lot any externally mounted air-conditioning, evaporative cooling unit or device or any other plant and equipment including any solar hot water system tanks (not solar panels) unless it:</p> <ul style="list-style-type: none"><li>(i) is similar in colour as the predominant colour of the adjacent roofing on which the unit or device is mounted;</li><li>(ii) is not visible from any street adjacent to or abutting such a Lot; and</li><li>(iii) does not have its highest point higher than the peak ridge of the roof of the dwelling on the Lot.</li></ul> <p>3) at any time erect or cause or permit to be erected or remain erected any fence on:</p> <ul style="list-style-type: none"><li>(i) either side boundary or rear boundary of any Lot any fence other than a timber paling fence which has firstly, a timber cap and secondly, the timber post exposed on both sides of the fence;</li><li>(ii) either side boundary or rear boundary of any Lot any fence of a height exceeding 1.95 metres;</li><li>(iii) either side boundary of any Lot between the front boundary and the front façade of any private dwelling or residential dwelling;</li><li>(iv) any front boundary of any Lot, unless the lot is currently designated as display housing by the Transferor; and</li><li>(v) the side boundary of a lot which abuts a street, that is not setback at least 10m from the front boundary.</li></ul> <p>4) place or allow to be placed on the Lot any vehicle having a carrying capacity of one tonne or more or any boat, caravan, trailer unless screened from view of any street adjacent to or abutting such Lot.</p> <p>B. Each of these restrictions is a separate and distinct restriction, and if any restriction or its application to any person or circumstance is or becomes invalid or unenforceable then the remaining restrictions will not be affected and each remaining restriction will be valid and enforceable to the fullest extent permitted by law.</p> <p>C. These restrictions will cease to affect the Lot on and from the day which is 10 years after registration of this plan.</p>					A																		
B						B																		
C						C																		
D						D																		
E						E																		
F						F																		
G						G																		
H	<div><p>469 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au</p></div> <table border="1"><tr><td rowspan="3"><b>ORIGINAL</b> SCALE <b>A3</b></td><td>LICENSED SURVEYOR <b>James Patrick Gleeson</b></td><td>DATE / /</td><td>Sheet 7</td></tr><tr><td>SIGNATURE - DIGITALLY SIGNED</td><td>VERSION 6</td><td>DATE / /</td></tr><tr><td>REF: 152965SV00</td><td></td><td>COUNCIL DELEGATE SIGNATURE</td></tr><tr><td colspan="4"><small>FILE NAME : 152965SV00.dwg FILE LOCATION : C:\ACAD\TEMP\AcPublish_4680\ LAYOUT NAME : Sheet 7 SAVE DATE : Wed, 26 Feb 2014 - 13:59 LAST SAVED BY : jlm.gleeson</small></td></tr><tr><td colspan="4">Original sheet size A3</td></tr></table>					<b>ORIGINAL</b> SCALE <b>A3</b>	LICENSED SURVEYOR <b>James Patrick Gleeson</b>	DATE / /	Sheet 7	SIGNATURE - DIGITALLY SIGNED	VERSION 6	DATE / /	REF: 152965SV00		COUNCIL DELEGATE SIGNATURE	<small>FILE NAME : 152965SV00.dwg FILE LOCATION : C:\ACAD\TEMP\AcPublish_4680\ LAYOUT NAME : Sheet 7 SAVE DATE : Wed, 26 Feb 2014 - 13:59 LAST SAVED BY : jlm.gleeson</small>				Original sheet size A3				H
<b>ORIGINAL</b> SCALE <b>A3</b>	LICENSED SURVEYOR <b>James Patrick Gleeson</b>	DATE / /	Sheet 7																					
	SIGNATURE - DIGITALLY SIGNED	VERSION 6	DATE / /																					
	REF: 152965SV00		COUNCIL DELEGATE SIGNATURE																					
<small>FILE NAME : 152965SV00.dwg FILE LOCATION : C:\ACAD\TEMP\AcPublish_4680\ LAYOUT NAME : Sheet 7 SAVE DATE : Wed, 26 Feb 2014 - 13:59 LAST SAVED BY : jlm.gleeson</small>																								
Original sheet size A3																								
1	2	3	4	5	6																			





**City of  
Whittlesea**

**Plan of Subdivision PS718242X  
Certification of plan by Council (Form 2)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S045392P  
Plan Number: PS718242X  
Responsible Authority Name: Whittlesea City Council  
Responsible Authority Reference Number 1: 608498  
Surveyor's Plan Version: 6

**Certification**

☒ This plan is certified under section 6 of the Subdivision Act 1988

**Public Open Space**

A requirement for public open space under section 18 of the Subdivision Act 1988

- ☐ Has been made and the requirement has not been satisfied at Certification
- ☐ Has been made and the requirement has been satisfied at Statement of Compliance (Document updated 07/11/2014)

Digitally signed by Council Delegate: Carolyn Leatham

Organisation: Whittlesea City Council

Date: 27/03/2014

## MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

# PLAN NUMBER

PS718242X

**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.**

[illegible]

# Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	<b>Instrument</b>
Document Identification	<b>AF262180R</b>
Number of Pages (excluding this cover sheet)	<b>27</b>
Document Assembled	<b>17/10/2024 15:08</b>

**Copyright and disclaimer notice:**

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None 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.

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



Form 13

AF262180R



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:5291439

**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: <sup>11014</sup> ~~part of Certificate of Title Volume 10066 Folio 975 and more particularly being Lot 1 on the proposed plan, a copy of which is attached and marked 'A' and part of Certificates of Title Volume 10962 Folio 347, Volume 10962 Folio 348 and Volume 10962 Folio 349 and more particularly being lots 1, 2 and 3 on the proposed plan, a copy of which is attached and marked 'B'.~~ <sup>334 & 335</sup>

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

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:

*David Turnbull*

Name of officer:

DAVID TURNBULL

Office held:

CHIEF EXECUTIVE OFFICER

Date:

16/7/07

[5291439: 5058876v1]



**Maddocks**

Lawyers  
140 William Street  
Melbourne Victoria 3000 Australia  
Telephone 61 3 9288 0555  
Facsimile 61 3 9288 0666  
Email [info@maddocks.com.au](mailto:info@maddocks.com.au)  
[www.maddocks.com.au](http://www.maddocks.com.au)  
DX 250 Melbourne

Date **16, 7** /2007

**AF262180R**

09/08/2007 \$97 173



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

**Amendment C71 Land**

**Whittlesea City Council**

and

**Jarrah Property Pty Ltd**

**ACN 114 364 966**

and

**Abah Group Pty Ltd**

**ACN 106 069 916**

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

**AF262180R**

09/08/2007 \$97 173



## Table of Contents

---

1.	DEFINITIONS .....	2
2.	INTERPRETATION.....	3
3.	SPECIFIC OBLIGATIONS OF ABAH.....	4
4.	SPECIFIC OBLIGATIONS OF JARRAH .....	6
5.	FURTHER OBLIGATIONS OF THE OWNER.....	8
6.	COUNCIL ACKNOWLEDGEMENTS.....	9
7.	AGREEMENT UNDER SECTION 173 OF THE ACT .....	9
8.	OWNER'S WARRANTIES.....	10
9.	SUCCESSORS IN TITLE.....	10
10.	GENERAL MATTERS .....	10
11.	COMMENCEMENT OF AGREEMENT .....	11

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

DATE 16/7/2007

AF262180R



BETWEEN

**WHITTLESEA CITY COUNCIL**  
of Municipal Offices, Ferres Boulevard, South Morang

(Council)

AND

**JARRAH PROPERTY PTY LTD ACN114 364 966**  
of 66 Kings Park Road, West Perth, WA

(Jarrah)

AND

**ABAH GROUP PTY LTD ACN 106 069 916**  
of 39 Sandhurst Crescent Glenhaven NSW

(Abah)

## RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme. Council is also the Planning Authority for the Amendment.
- B. Jarrah is the owner of the Jarrah Land.
- C. Abah is the purchaser of the Abah Land. The current registered proprietor of the Abah Land is V & M Loccisano Pty Ltd ACN 005303864. V & M Loccisano have consented to Abah entering into this Agreement.
- D. The Abah Land is subject to a registered mortgage no S319370Y in favour of Australian and New Zealand Banking Group Limited and to Abah in AE526981U (Mortgagees). The Jarrah Land is subject to registered mortgage no AE830034W in favour of Suncorp. (collectively the Mortgagees) The Mortgagees have consented to Jarrah and Abah entering into this Agreement.
- E. The Amendment rezones the Jarrah Land and the Abah Land to a Residential 2 zone and applies a Development Plan Overlay to the Subject Land.
- F. By resolution dated 15 August 2006, Council resolved to adopt the Amendment and to request the Minister for Planning to approve the Amendment on the condition that Jarrah and Abah enter into an agreement pursuant to section 173 of the Act to secure open space and development contributions (**Council Resolution**).
- G. Jarrah and Abah have agreed upon the amount and form of the open space and the development contributions to be made by each of them. The parties enter into this

agreement to secure the making of the Owners' obligations pursuant to the requirements of the Council resolution.

**AF262180R**



## 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:

**Abah** 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 or the Abah Land or any part of it and includes a Mortgagee-in-possession;

**Abah Land** means the land described in Certificate of Title Volume 10066 Folio 975 being Lot 1 on Plan of Subdivision 518239B;

**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;

**Amendment** means amendment C71 to the Planning Scheme;

**Approval Date** means the date that a Notice of Approval of the Amendment is published in the Government Gazette;

**Business Day** means a day that is not a Saturday or Sunday or that is wholly or partly observed as a public holiday throughout Victoria;

**Community Contribution** means a contribution towards the provision of community infrastructure as explained in the Guidelines for Development Contributions and published by Department of Sustainability and Environment June 2003;

**Development Contribution** means a contribution towards infrastructure that would normally be provided pursuant to a development contributions plan but does not include the provision of utility services normally associated with the development of land including, water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure, local and connector roads and local passive open space areas;

**Indicative Staging Plan** means the plan that relates to the Abah Land and prepared by Coomes Consulting and Roberts Day Town Planning and Design marked "Indicative Staging Plan" Reference No 141260, Revision 2 dated 15-07-06 or as otherwise amended by agreement between the parties from time to time.

**Jarrah** 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 Jarrah Land or any part of it and includes a Mortgagee-in-possession;

**Jarrah Land** means the land described in Certificates of Title Volume 10962 Folio 347, Volume 10962 Folio 348, and Volume 10962 Folio 349 being lots 1, 2 and 3 on Plan of Subdivision 544515F;

**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 Abah Land or the Jarrah Land or any part of it;

**Owners** mean Jarrah and Abah collectively;

**Party or Parties** means the Jarrah, Abah and Council under this Agreement as appropriate;

**Pavilion** means a building designed as a sports pavilion having a total internal floor area of 565sq.m and an external verandah/canopy area of 250sq.m.

**Pavilion and Ovals Plan** means the plan prepared by Coomes Consulting showing the layout of the Pavilion and Senior Football Ovals on the Abah Land at Annexure "B".

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

**Residential Lot** means a lot intended to be finally developed with a dwelling. It does not include a superlot, balance lot or the like which is intended to be further subdivided.

**Responsible Authority** means the person or body responsible for administering and enforcing the Planning Scheme over the Jarrah Land and the Abah Land;

**Senior Football Oval** means an oval with minimum boundary line dimensions of 165 metres by 130 metres and having a fence offset of 5 metres from the boundary line;

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

**Subject Land** means the Abah Land and the Jarrah land collectively.

AF262180R

173

09/08/2007

\$97



## 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 Owners under this Agreement will take effect as separate covenants which are annexed to and run at law and equity with in the case of Abah,

the Abah Land and in the case of Jarrah, the Jarrah Land and this Agreement must be read and applied so that each owner of the land or part of the land is only responsible for those covenants and obligations which relate to the part of the land which it owns.

**AF262180R**



### 3. **SPECIFIC OBLIGATIONS OF ABAH**

Abah covenants and agrees that:

#### 3.1 **Open Space Contribution**

- 3.1.1 it will contribute to Council at no cost to Council, 6.79 hectares of the Abah land for drainage and open space purposes;
- 3.1.2 the land which must be contributed for drainage and open space purposes by Abah is the land shown as "open space", "drainage reserve", "recreation reserve" or the like on the plan at Annexure "A";
- 3.1.3 the land to be contributed by Abah to Council must be shown as a reserve on any plan of subdivision which contains that land except that in respect of the land identified as "recreation reserve" on the plan at Annexure "A" (**Recreation Reserve**), that land must be shown as a reserve on the plan of subdivision either:
  - 3.1.3.1 for the subdivision for stage 8 of the development of the Abah Land as shown on the Indicative Staging Plan so as to vest in Council upon the registration of that plan of subdivision; or
  - 3.1.3.2 for the subdivision that creates the 500<sup>th</sup> Residential Lot so as to vest in Council upon the registration of that plan of subdivision -

whichever is the earlier;
- 3.1.4 until the Recreation Reserve is developed as a recreation reserve, an appropriate part of it must be suitably finished with topsoil and sown to grass and made available for passive open space purposes;

#### 3.2 **Recreation Reserve**

- 3.2.1 notwithstanding clause 3.1.1, the Recreation Reserve:
  - 3.2.1.1 must be in generally accordance with the Pavilion and Ovals Plan and be of a sufficient area so that it can accommodate
    - 3.2.1.1.1 two Senior Football Ovals each separated from the other by no less than 10 metres from boundary line to boundary line and each being at least 10 metres from the edge of the recreation reserve; and
    - 3.2.1.1.2 the Pavilion, 106 car parking spaces and appropriate buffer or separation distances from

**AF262180R**

5



the edge of the Senior Football Oval to the edge of Recreation Reserve to the satisfaction of the Council.

### **3.3 Construction of Football Ovals and Car parking**

3.3.1 unless Council agrees in writing to allow Abah to construct the Senior Football Oval and associated car parking, Abah will contribute the amount of \$400,000 exclusive of GST to Council for the purpose of constructing one Senior Football Oval on the Recreation Reserve in accordance with plans and specifications approved by Council;

3.3.2 the contribution referred to in clause 3.3.1 must be paid prior to the issue of a Statement of Compliance in respect of

3.3.2.1 Stage 8 as shown on the Indicative Staging Plan; or

3.3.2.2 the subdivision that includes the creation of the 500th Residential Lot so as to vest in Council upon the registration of that plan of subdivision

whichever is the earlier;

### **3.4 Contribution to cost of pavilion**

3.4.1 unless Council agrees in writing to allow Abah to construct the Pavilion, Abah will contribute the amount of \$732,232 exclusive of GST to Council as a contribution to the cost of constructing a Pavilion on the Recreation Reserve ;

3.4.2 the said contribution must be paid:

3.4.2.1 no later than one year after the contributions pursuant to clauses 3.1 and 3.3 are satisfied; or

3.4.2.2 prior to the issue of a Statement of Compliance in respect of Stage 8 as shown in the Indicative Staging Plan -

whichever occurs first;

### **3.5 Contribution to road works**

3.5.1 it will upgrade the Gillwell and Barry Road intersection to accommodate the provision of exclusive turn lanes as detailed in Schedule 1 of this Agreement in accordance with conforming plans and specifications approved by Council and the said works must be carried out to the satisfaction of the Responsible Authority; **(Road Upgrade)**

3.5.2 the Road Upgrade must be completed prior to the issue of a Statement of Compliance in respect of Stage 1 on the Abah Land as shown on the Indicative Stage Plan;



### 3.6 Contribution to / provision of local roads around open space

- 3.6.1 it will construct the local roads around open space as detailed in the Pavilion and Ovals Plan and in Schedule 2 of this Agreement in accordance with conforming plans and specifications approved by Council and the said works must be carried out to the satisfaction of the Responsible Authority; (**local road works**)
- 3.6.2 the local road works must be completed prior to the issue of a Statement of Compliance in respect of the stage of the subdivision in which the roads are contained;

### 3.7 On road car parking

- 3.7.1 it will construct the on road car parking as detailed in the Pavilion and Ovals Plan and in Schedule 2 of this Agreement in accordance with conforming plans and specifications approved by Council and the said works must be carried out to the satisfaction of the Responsible Authority; (**on-road car parking works**) and
- 3.7.2 the on-road car parking works must be completed prior to the issue of a Statement of Compliance in respect of the stage of the subdivision in which the roads are contained.

## 4. SPECIFIC OBLIGATIONS OF JARRAH

Jarrah covenants and agrees that:

### 4.1 Open Space Contribution

- 4.1.1 it will contribute to Council at no cost to Council 2.31 hectares of the Jarrah Land for open space purposes;
- 4.1.2 the land to be contributed as the open space contribution by Jarrah is the land described as park, drainage reserve, reserve, stony knoll, open space or the like on the plan at Annexure "A";
- 4.1.3 the Jarrah Open Space Land will be shown as a reserve on the plan of subdivision for the relevant stage of the development of the Jarrah Land so as to vest in Council upon the registration of that plan of subdivision;

### 4.2 Contribution to improvement of Open Space

- 4.2.1 it will undertake works to the value of \$150,000 exclusive of GST to embellish the Jarrah Open Space Land in the area around the central stony knoll, including providing low fencing, landscaping, grass, seating and other improvements (**works**);
- 4.2.2 the works must be carried out in accordance with landscape plans and specifications first approved by Council;
- 4.2.3 the works must be undertaken prior to the issues of a Statement of Compliance for the subdivision of the land which includes the relevant Jarrah Open Space Land;



#### **4.3 Contribution to cost of pavilion**

4.3.1 it will contribute the amount of \$767,768 exclusive of GST to Council as a contribution to the cost of constructing a Pavilion on the Recreation Reserve on the Abah Land;

4.3.2 the said contribution must be paid

4.3.2.1 no later than one year after the contributions pursuant to clauses 3.1 and 3.3 are satisfied; or

4.3.2.2 prior to the issue of a Statement of Compliance in respect of Stage 8 of the subdivision of the Abah Land as shown in the Indicative Staging Plan - -

whichever occurs first;

#### **4.4 Contribution to / provision of road works**

4.4.1 it will construct the road infrastructure associated with Deveny Road between Edgars Road and the northern boundary of the Jarrah Land as detailed in Schedule 3 of this Agreement (**Roadworks**) in accordance with conforming plans and specifications to the satisfaction of the Responsible Authority;

4.4.2 the Roadworks must be constructed prior to the issue of a Statement of Compliance in respect of the creation of the 237<sup>th</sup> lot on the Jarrah Land;

#### **4.5 Contribution to / provision of Intersection works**

4.5.1 it will construct the intersection works detailed in Schedule 4 of this Agreement including the provision of signals in accordance with conforming plans and specifications to the satisfaction of the Responsible Authority;

4.5.2 the said intersection must be constructed prior to the issue of a Statement of Compliance in respect of the creation of the 237<sup>th</sup> lot on the Jarrah Land;

#### **4.6 Contribution to / provision of local roads around open space**

4.6.1 it will construct the local roads around open space as detailed in Annexure A of this Agreement in accordance with conforming plans and specifications approved by Council and the said works must be carried out to the satisfaction of the Responsible Authority;

4.6.2 the work must be undertaken prior to the issue of a Statement of Compliance for the subdivision of the land which includes the relevant Jarrah Open Space Land ;

#### **4.7 Provision of Bike Path**

4.7.1 it will construct the bicycle path from Edgars Road to the freeway generally as identified in Annexure A and as detailed in Schedule 5 of this Agreement in accordance with conforming plans and specifications

approved by Council and the said works must be carried out to the satisfaction of the Responsible Authority;

- 4.7.2 that portion of the said bicycle path from Edgars Road to Gillwell Road must be constructed at the same time that Deveny Road from Gillwell Road to Edgars Road is constructed.

**AF262180R**

09/08/2007 \$97 173



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

### **5.1 Notice and Registration**

The Owners further covenant and agree 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 will consent to 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 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; and
- 5.2.3 if the Registrar of Titles refuses to register this Agreement on account of the length of or the quality of any attachment to this Agreement, then after Council advises the Owner that it proposes to do so, the attachment may be removed from the registration counterpart of this Agreement but the whole Agreement shall continue to comprise the said attachment as identified in the counterpart version of the Agreement kept by Council as required by the Act.

### **5.3 Costs of Agreement**

The parties each agree to pay their own costs associated with the preparation, negotiation, drafting, finalisation, engrossment, execution and registration of this Agreement.

**AF262180R**



## **5.4 Amounts Payable**

The parties agree that:

- 5.4.1 If any amount due to be paid by a party to Council under this Agreement is not paid prior to the due date, the amount payable will accrue interest from the day the amount is due at the rate prescribed under section 227A of the *Local Government Act* 1989 until the amount is paid; and
- 5.4.2 until any amount specified in clauses 3 and 4 of this Agreement are paid or works are carried out to the equivalent value as the case may be, that amount must be adjusted by reference to the Building Materials Index for Buildings other than Dwellings as published by the Australian Bureau of Statistics on 1 July 2008 and then each year thereafter.

## **6. COUNCIL ACKNOWLEDGEMENTS**

---

### **6.1 No further Community Contributions**

Council acknowledges that the payment of the various contribution set out in this agreement provide the full and final extent of Community Contributions that are or may be required to be made by any person in respect of the Subject Land and the Council agrees not to impose or require such a Community Contribution to be made by any person at any time.

### **6.2 No further Development Contributions**

Council acknowledges that except in respect of State infrastructure levies or the like, the obligations of Jarrah and Abah under this Agreement comprise the full and final extent of Development Contributions that are or may be required to be made by Council in respect of the Subject Land and the Council undertakes not to impose or require such a Development Contribution to be made by Council at any time.

### **6.3 Construction of Pavilion**

Council agrees that if the Pavilion has not been commenced by the 5<sup>th</sup> anniversary of the date that the contributions in respect of the Pavilion were paid to Council, it will repay to Abah and Jarrah their respective contributions together with interest at the rate calculated by reference to section 227A of the *Local Government Act* 1989.

### **6.4 No further contributions**

Council agrees that it will not propose, exhibit or adopt any future amendment to the Planning Scheme concerning development or open space contributions that is inconsistent with this Agreement.

## **7. 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 the conditions pursuant to which the Subject Land may be used or developed for specified purposes.



## 8. OWNER'S WARRANTIES

- 8.1 Without limiting the operation or effect which this Agreement has, Jarrah warrant that apart from Jarrah and its Mortgagee, no other person has any interest, either legal or equitable, in the Jarrah Land which may be affected by this Agreement.
- 8.2 Except as disclosed, without limiting the operation or effect which this Agreement has, Abah warrant that apart from Abah and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Abah Land which may be affected by this Agreement.

## 9. SUCCESSORS IN TITLE

Without limiting the operation or effect that this Agreement has, the Owners 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

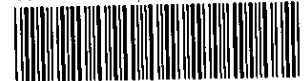
A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:

- 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 by hand delivery or prepaid post.

### 10.2 Service of Notice

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.



### **10.3 No Waiver**

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

## **11. COMMENCEMENT OF AGREEMENT**

---

11.1 This Agreement commences immediately upon the Approval Date.

11.2 Except for clause 6.3, this Agreement ends, when each of the obligations have been completed or earlier by agreement between the Parties.

11.3 Council agrees, at the Owner's cost, to execute an application for the removal of a recording of this Agreement as against any lot contained in a certified plan of subdivision which is or is to be created as Residential Lot and will execute any application to achieve that purpose which is prepared by the Owners

**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 was hereunto affixed in  
the presence of:

*K. S. Paulidin*

Councillor

*[Signature]*

Chief Executive Officer

THE COMMON SEAL of JARRAH  
PROPERTY PTY LTD ACN 114 364 966  
was affixed in the presence of authorised  
persons:

*[Signature]*

Director

*PAUL SADLER*

Full name

*151 VINCENY'S AVE WEMBLEY WA 6014*

Usual address

*[Signature]*

Paul Freedman

Director (or Company Secretary)

COMPANY SECRETARY

Full name

*54 GROWCOMBE WAY KARURINYU WA 6018*

Usual address

Signed sealed and delivered for and  
on behalf of ABAH GROUP PTY LTD  
ACN 106 069 916 by its authorised  
representative in the presence of:

*[Signature]*

Signature of witness

*[Signature]*

Signature of authorised representative

*[Signature]* Director

Name of witness  
(BLOCK LETTERS)

**TAMARA NICOLE BREZZI**  
RACV Tower, 485 Bourke Street  
Melbourne Victoria 3000

Address of witness  
on the basis of being a legal practitioner  
within the meaning of the  
Legal Profession Act 2004.

*[Signature]*

Name of authorised representative  
(BLOCK LETTERS)

*[Signature]* Director

AF262180R



V & M Loccisano PTY LTD ACN 005303864 as registered proprietor of the Abah Land consents to Abah entering into this Agreement.

THE COMMON SEAL of V & M  
LOCCISANO PTY LTD ACN 005 303 864  
was affixed in the presence of authorised  
persons: )  
)  
)

..... Director  
..... Full name  
..... Usual address  
..... Director (or Company Secretary)  
..... Full name  
..... Usual address

**Mortgagee's Consent**

Australian and New Zealand Banking Group Limited as Mortgagee of registered mortgage No. S319370Y consents to Abah 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.

.....

**Mortgagee's Consent**

Abah Group Pty Ltd as Mortgagee of registered mortgage No. AE526981U consents to Abah 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.

..... *[Signature]* Director ..... *[Signature]* Director.



V & M Loccisano PTY LTD ACN 005303864 as registered proprietor of the Abah Land consents to Abah entering into this Agreement.

Executed by V & M LOCCISANO PTY LTD ACN 005 303 864 in accordance with section 127 of the *Corporations Act 2001*:

Director/company secretary

Director

Name of director/company secretary (BLOCK LETTERS)

Name of director (BLOCK LETTERS)

Usual address

Usual address

### Mortgagee's Consent

Australian and New Zealand Banking Group Limited as Mortgagee of registered mortgage No. S319370Y consents to Abah 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.~~

*Max*

### Mortgagee's Consent

Abah Group Pty Ltd as Mortgagee of registered mortgage No. AE526981U consents to Abah 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.

EXECUTED BY AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED by being SIGNED by its Attorney

Kevin Michael EVANS.....  
under Power of Attorney dated 18/11/2002 a certified copy of which is filed in the permanent order Book Number 277 at Page 19 Item 7 in the presence of:

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED by its Attorney

*Max*  
who hereby certifies that he is an) SENIOR MANAGER

for the time being of AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED IN VICTORIA

V & M Loccisano PTY LTD ACN 005303864 as registered proprietor of the Abah Land consents to Abah entering into this Agreement.

**AF262180R**

09/08/2007 \$97 173



Executed by **V & M LOCCISANO PTY LTD**  
**ACN 005 303 864** in accordance with  
 section 127 of the *Corporations Act 2001*:

*V & M Loccisano*  
 Director/company secretary

*V Loccisano*  
 Director

*Maria Loccisano*  
 Name of director/company secretary  
 (BLOCK LETTERS)

*V LOCCISANO*  
 Name of director  
 (BLOCK LETTERS)

*22 Lawley St Reservoir.*  
 Usual address

*22 Lawley St Reservoir*  
 Usual address

**Mortgagee's Consent**

Australian and New Zealand Banking Group Limited as Mortgagee of registered mortgage No. S319370Y consents to Abah 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.

.....

**Mortgagee's Consent**

Abah Group Pty Ltd as Mortgagee of registered mortgage No. AE526981U consents to Abah 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.

.....



### Mortgagee's Consent

Suncorp-Metway Limited as Mortgagee of registered mortgage No. AE830034W consents to Jarrah 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.

Executed by Suncorp-Metway Ltd ACN 010 831 722 by that parties attorney pursuant to Power of Attorney E763500 dated 15 November 1991 who states that no notice of revocation of the Power of Attorney has been received in the presence of

Richelle Wallace  
Witness  
Richelle Wallace  
Name of Witness  
266 St George's Ter  
Address  
Analyst  
Occupation

Matthew Roger Swinsale  
Level 1 Attorney  
MATTHEW ROGER SWINSALE  
Name of Attorney

**AF262180R**

09/08/2007 \$97 173



## **Annexure A**

### **Plan identifying the open space, reserves, stony knolls etc**

The plan which is annexure "A" has been removed from this counterpart of the Section 173 Agreement due to difficulties with imaging for recording purposes.

A copy of the plan identified is included in each of the counterparts to this section 173 agreement which are held by:

- The Minister for Planning;
- The responsible authority
- The Owner of the land as at the date the agreement was executed

A copy of the counterpart agreement together with Annexure A is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**AF262180R**



**Annexure B**

**Pavilion and Ovals Plan**

The plan which is annexure "B" has been removed from this counterpart of the Section 173 Agreement due to difficulties with imaging for recording purposes.

A copy of the plan identified is included in each of the counterparts to this section 173 agreement which are held by:

- The Minister for Planning;
- The responsible authority
- The Owner of the land as at the date the agreement was executed

A copy of the counterpart agreement together with Annexure B is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.



### Annexure C

The plan which is annexure "C" has been removed from this counterpart of the Section 173 Agreement due to difficulties with imaging for recording purposes.

A copy of the plan identified is included in each of the counterparts to this section 173 agreement which are held by:

- The Minister for Planning;
- The responsible authority
- The Owner of the land as at the date the agreement was executed

A copy of the counterpart agreement together with Annexure C is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

## Annexure D



The plan which is annexure "D" has been removed from this counterpart of the Section 173 Agreement due to difficulties with imaging for recording purposes.

A copy of the plan identified is included in each of the counterparts to this section 173 agreement which are held by:

- The Minister for Planning;
- The responsible authority
- The Owner of the land as at the date the agreement was executed

A copy of the counterpart agreement together with Annexure D is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**AF262180R**



**Annexure E**

The plan which is annexure "E" has been removed from this counterpart of the Section 173 Agreement due to difficulties with imaging for recording purposes.

A copy of the plan identified is included in each of the counterparts to this section 173 agreement which are held by:

- The Minister for Planning;
- The responsible authority
- The Owner of the land as at the date the agreement was executed

A copy of the counterpart agreement together with Annexure E is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

## Annexure F



The plan which is annexure "F" has been removed from this counterpart of the Section 173 Agreement due to difficulties with imaging for recording purposes.

A copy of the plan identified is included in each of the counterparts to this section 173 agreement which are held by:

- The Minister for Planning;
- The responsible authority
- The Owner of the land as at the date the agreement was executed

A copy of the counterpart agreement together with Annexure F is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**AF262180R**



**Annexure G**

The plan which is annexure "G" has been removed from this counterpart of the Section 173 Agreement due to difficulties with imaging for recording purposes.

A copy of the plan identified is included in each of the counterparts to this section 173 agreement which are held by:

- The Minister for Planning;
- The responsible authority
- The Owner of the land as at the date the agreement was executed

A copy of the counterpart agreement together with Annexure G is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**AF262180R**



### **Schedule 1**

#### **Details of exclusive turn lanes per clause 3.5.1**

The road works are to be carried out in accordance with the plan which is attached to this Agreement and marked as Annexure C.

### **Schedule 2**

#### **Details of local roads around per open space clause 3.6.2**

To the north and south of the recreation reserve, car parking is to be indented off street car parking.

To the east and west of the recreation reserve, the car parking is to be on street line marked car parking

The indented and on street car parking is illustrated on the Pavilion and Ovals Plan and typical cross sections are illustrated in the Coomes Consulting Plan which is attached to this Agreement and marked as Annexure D.

### **Schedule 3**

#### **Details of road infrastructure of Deveny Road per clause 4.4.1**

The works are to be carried out in accordance with the Typical Section – Deveny Road Extension plan prepared by Coomes Consulting which is attached to this Agreement and marked as Annexure E.

### **Schedule 4 Details of intersection works per clause 4.5.1**

The works are to be carried out in accordance with the Preliminary Plan drawing number 553284 which is attached to this Agreement and marked as Annexure F.

### **Schedule 5**

#### **Details of bicycle path per clause 4.7.1**

The works are to be carried out in accordance with the Footpath cross section plan which is attached to this Agreement and marked as Annexure G.

# Imaged Document Cover Sheet

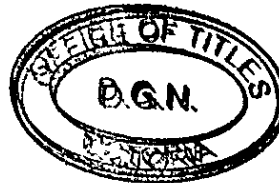
The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	<b>Instrument</b>
Document Identification	<b>AG740609D</b>
Number of Pages (excluding this cover sheet)	<b>14</b>
Document Assembled	<b>17/10/2024 15:08</b>

**Copyright and disclaimer notice:**

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None 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.

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



Section 181

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

*Planning and Environment Act 1987*

**AG740609D**



Lodged by:

Name: MADDOCKS  
Phone: 92880561  
Address: 140 WILLIAM STREET, MELBOURNE 3000 OR DX 259 MELBOURNE  
Ref: TEM: DSW: LGC: 5519810  
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: Certificates of Title Volume 11134 Folios 949

Authority: Whittlesea City Council of 25 Ferres Boulevard, South Morang,  
Victoria 3752

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:

THE COMMON SEAL of the WHITTLESEA )  
CITY COUNCIL was affixed on behalf of the )  
Council in the presence of a Councillor and the )  
Chief Executive Officer )

Councillor

CR MARY LALIS

Name of Councillor

Chief Executive Officer

DAVID TURNBULL

Name of Chief Executive Officer

Date: 14/1/09



**AG740609D**



**AGREEMENT UNDER SECTION  
173 OF THE PLANNING AND  
ENVIRONMENT ACT 1987**

WHITTLESEA CITY COUNCIL  
("Council")

- and -

JARRAH PROPERTY PTY LTD  
(A C N 114 364 966)  
("Owner")

Part of the land at 411 Edgars Road, Lalor more  
particularly being Lot D on Plan of Subdivision  
No. 623203M.

File No.	11735	RECEIVED 20 AUG 2009
RMS No.	130894	
CRS No.	507	
Action:		
Copy to:		
Attachment:		
File Loc:		

Ref: PRM:GPM:178912  
Version No: 9

{D0928216:9}

**Macpherson+Kelley Lawyers**  
Website [www.mk.com.au](http://www.mk.com.au)  
Email [info@mk.com.au](mailto:info@mk.com.au)

**Victoria**  
Melbourne  
Dandenong

**New South Wales**  
Sydney

**AG740609D**



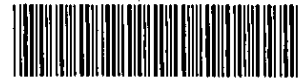
**TABLE OF CONTENTS**

1.	DEFINITIONS .....	2
2.	INTERPRETATION.....	3
3.	AGREEMENT UNDER SECTION 173 OF THE ACT .....	4
4.	EFFECT OF AGREEMENT.....	4
5.	THE OWNER'S WARRANTIES .....	4
6.	SUCCESSORS IN TITLE.....	4
7.	COVENANTS OF THE OWNER .....	5
8.	NOTICES .....	6
9.	FURTHER ASSURANCE .....	7
10.	NO FETTERING OF COUNCIL'S POWERS.....	7
11.	WAIVER .....	7
12.	SEVERABILITY .....	7
13.	COUNTERPARTS .....	7
14.	GOVERNING LAW .....	7
15.	ENDING OF AGREEMENT.....	7

**SCHEDULE**

**AG740609D**

08/09/2009 \$102.90 173



**DATED** the

14<sup>th</sup>

day of

July

**BETWEEN:**

WHITTLESEA CITY COUNCIL of 25 Ferres Boulevard,  
South Morang, Victoria 3752 ("Council")

**AND:**

JARRAH PROPERTY PTY LTD (ACN 114 364 966) of  
Level 4, 66 Kings Park Road, West Perth, Western  
Australia 6005 ("Owner")

**RECITALS**

- A. Council is the Responsible Authority for administration of the Planning Scheme under the Act.
- B. The Owner is or is entitled to be the registered proprietor of the Land.
- C. Council has issued the Permit.
- D. The Permit allows for a multi-lot residential subdivision (Stage 2 of the Carlingford Estate), the removal of native vegetation and the translocation of matted flax-lily on the Land in accordance with the Endorsed Plans.
- E. Prior to the commencement of subdivision works, Condition 8 of the Permit requires the Owner to enter into an agreement with Council under Section 173 of the Act, to provide for the matters referred to in that Condition.
- F. Condition 8 of the Permit provides that:

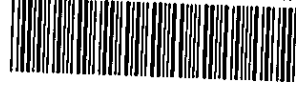
"Prior to the commencement of subdivision works, the permit holder must enter into an agreement under Section 173 of the Planning and Environment Act 1987 with the Responsible Authority to ensure that:

- (a) The two conservation reserves within the Carlingford Estate and identified in the Lalor Development Plan (approved 4 July 2008) are secured in perpetuity and actively managed for ten years by Cedar Woods Pty Ltd in accordance with the approved Vegetation Offset Management Plan.
- (b) The two conservation reserves are secured prior to the commencement of works for Stage 2 of Carlingford.
- (c) The two conservation reserves are transferred into Council ownership after a ten year management period, unless an earlier date is agreed to in writing by Council.
- (d) The ten year management period commences from the date fencing is constructed around the reserves and confirmed in writing by Council. If the conservation reserves are secured prior to the execution of this agreement, the ten year management period will commence from the date of this agreement.
- (e) Cedar Woods Pty Ltd will contribute to Council \$100,000.00 prior to the removal of any native vegetation from the site.

{D0928216:9}

**AG740609D**

08/09/2009 \$102.90 173



- 2 -

- (f) Cedar Woods Pty Ltd will contribute to Council \$333,700 for the removal of native vegetation, subject to CPI indexation from the receipt date of the initial payment of \$100,000, prior to Council issuing Statement of Compliance for Stage 2.

All costs associated with the preparation and execution of the agreement must be borne by the permit holder."

G. Council and the Owner have agreed to enter into this Agreement to:

- (a) give effect to Condition 8 of the Permit; and
- (b) achieve and advance the objectives of planning in the State of Victoria and the objectives of the Planning Scheme.

H. As at the date of this Agreement, the Land is encumbered by the Mortgage in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Land.

## GENERAL TERMS

### 1. Definitions

In this Agreement the following words have the following meanings unless the contrary intention appears:

**"Act"** means the *Planning and Environment Act 1987 (Vic)*;

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

**"Endorsed Plans"** means the plans endorsed with the stamp of Council from time to time as the plans which form part of the Permit. A copy of the Endorsed Plans is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice;

**"Commencement Date"** means the date in Item 4 of the Schedule;

**"Conservation Reserves"** means the two conservation reserves on the Land as identified on the Lalor Development Plan;

**"Item"** means an item in the Schedule;

**"Lalor Development Plan"** means a detailed layout plan of the Land which outlines the basis on which the Owner will be undertaking development on the Land and which from time to time has been approved by Council for the purposes of this Agreement;

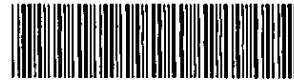
**"Land"** means the land described in Item 2 of the Schedule;

**"Mortgage"** means the mortgage described in Item 3 of the Schedule;

**"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 Land or any part of it;

**AG740609D**

08/09/2009 \$102.90 173



- 3 -

**"Native Vegetation"** means native vegetation as defined in the Vegetation Offset Management Plan;

**"Owner"** means the company referred to in Item 1 of the Schedule or 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 Land or any part of it and includes a Mortgagee-in-possession;

**"Permit"** means Planning Permit Number 710958 issued on 9 December 2008, amended on 16 January 2009 and includes any subsequent amendment thereto. A copy of the Permit is available for inspection at Council offices during normal business hours upon giving Council reasonable notice;

**"Planning Approval"** means any planning permit issued in accordance with the Act;

**"Planning Scheme"** means the City of Whittlesea Scheme and any other planning scheme which applies to the Land and includes any planning control in the form of or similar to a planning scheme;

**"Schedule"** means the schedule forming part of this Agreement;

**"Stage 2"** means Stage 2 on the proposed Plan of Subdivision PS617588W;

**"Termination Date"** means the date in Item 5 of the Schedule;

**"Vegetation Offset Management Plan"** means the Carlingford, Lalor Offset Management Plan dated June 2008, Report Number 7209 (1.10) prepared by Brett Lane & Associates Pty Ltd of 605 Nicholson Street, North Carlton, and any subsequent amendment thereto. A copy of the Vegetation Offset Management Plan is available for inspection at the Council's offices during normal business hours giving Council reasonable notice.

## **2. Interpretation**

- 2.1 Unless the context provides otherwise, the singular includes the plural and the plural includes the singular.
- 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.
- 2.4 A reference to a permit includes a reference to that permit and all amendments to that permit.
- 2.5 If a party comprises more than one person, this Agreement binds them jointly and each of them severally.
- 2.6 A reference to a law includes any law amending, consolidating or replacing it or any regulation made under that law.
- 2.7 All headings are for ease of reference only and are not to be taken into account in the construction or interpretation of this Agreement.

**AG740609D**



- 4 -

2.8 The recitals to this Agreement are and are taken to be part of this Agreement.

2.9 Any reference in this Agreement to the Council includes (where applicable) its agents, officers, employees, servants, workers and contractors.

### **3. Agreement under Section 173 of the Act**

The Council and the Owner agree that, without limiting or restricting their respective powers to enter into this Agreement and as far as it may be treated, this Agreement is made as a Deed under section 173 of the Act. The obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions, subject to which the Land may be used and developed pursuant to the Permit.

### **4. Effect of Agreement**

#### **4.1 Commencement Date**

This Agreement commences on the Commencement Date.

#### **4.2 Planning objectives**

The parties acknowledge that the provisions of this Agreement are intended to achieve or to advance (or both) the objectives of planning in Victoria and the objectives of the Planning Scheme and any matters incidental to those objectives.

#### **4.3 Binding covenants**

The obligations of the Owner under this Agreement take effect as covenants which are annexed to and run at law and equity with the Land to bind the Owner and each successor, assignee or transferee of the Owner, the registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the Land and every part of the Land.

### **5. The Owner's Warranties**

the Owner warrants that there are no mortgages, liens, charges or other encumbrances or leases or any rights of any person other than the Owner affecting the Land not disclosed by the usual searches or notified to Council in writing before the Commencement Date;

### **6. Successors in Title**

Without limiting the operation or effect of this Agreement, the Owner must, until such time as a memorandum of this Agreement is registered on the title to the Land, procure that the Owner's successors in title:

6.1 give effect to and do all acts and sign all documents which may be required for the Owner's successors to give effect to this Agreement; and

6.2 execute a deed agreeing to be bound by the terms of this Agreement.

**AG740609D**

- 5 -

## 7. Covenants of the Owner

### 7.1 Native Vegetation Removal and Net Gain

The Owner covenants and agrees that:

- (a) the Conservation Reserves must be secured prior to the commencement of works for Stage 2;
- (b) the Owner must keep the Conservation Reserves secured and actively manage the Conservation Reserves for 10 years in accordance with all requirements and recommendations contained in the Vegetation Offset Management Plan;
- (c) the Conservation Reserves must be transferred into Council ownership at the end of the 10 year management period described in clause 7.1(b) of this Agreement, unless an earlier date is agreed to in writing by Council, in accordance with clause 5.4 of the Vegetation Offset Management Plan;
- (d) when the Conservation Reserves are transferred into Council ownership in accordance with clause 7.1(c) of this Agreement, the obligations of the Owner described in clause 7.1(b) of this Agreement cease.
- (e) the 10 year management period described in clause 7.1(b) of this Agreement commences:
  - (i) on the date that fencing is constructed around the Conservation Reserves and confirmed in writing by Council; or
  - (ii) if the Conservation Reserves are secured prior to the execution of this Agreement, from the date of this Agreement;
- (f) prior to the removal of any Native Vegetation from the Land, the Owner must contribute \$100,000.00 (inclusive of GST) to Council;
- (g) prior to Council issuing a statement of compliance for Stage 2, the Owner must contribute \$333,700.00 (inclusive of GST) to Council;
- (h) these monies are to be used by Council to secure, maintain and administer offsite native vegetation offsets in accordance with the Victorian Native Vegetation Framework;
- (i) the amount of the monetary contribution described in clause 7.1(g) of this Agreement will be adjusted by movements in the Consumer Price Index (all groups) Melbourne on each anniversary of the receipt date of payment of the monetary contribution described in clause 7.1(f) of this Agreement until the monetary contribution described in clause 7.1(g) of this Agreement is paid in full.

**AG740609D**

- 6 -

**7.2 Notice**

The Owner must bring this Agreement to the attention of any mortgagee of the Land and of any assignee, transferee, lessor, licensee or occupier of the Land.

**7.3 Registration**

The Owner consents and agrees to Council making application to the Registrar of Titles to record this Agreement on the certificates of title to the Land in the register in accordance with Section 181 of the Act and to do all things necessary to enable the recording to be made in the register, including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator.

**7.4 Indemnity**

The Owner indemnifies and keeps indemnified Council against all costs, expenses, losses or damages which Council may sustain, incur or suffer or be or become liable for in respect of any suit, action, proceeding, judgment or claim brought by any person arising from or referable to the matters referred to in this Agreement or any breach of this Agreement.

**7.5 Costs**

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

**8. Notices**

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

- (a) by delivering it personally to that party;
- (b) by sending it by prepaid post addressed to that party at the address set out in Item 6 or Item 7 (as the case may be) or as subsequently notified to each party from time to time; or
- (c) by sending it by fax.

8.2 A notice or other communication is taken to be served:

- (a) if personally delivered, on the next business day following delivery;
- (b) if posted, on the expiry of two business days after the date of posting; or
- (c) if sent by fax, at the time recorded by the fax machine of the party sending the transmission, provided that:

**AG740609D**

08/09/2009 \$102.90 173



- 7 -

- (i) the transmission is successful and has been transmitted in its entirety; and
- (ii) if the time recorded is after 5.00pm, the time is taken to be 9.00am on the first business day following transmission.

**9. Further Assurance**

Each party to this Agreement must sign and execute all further documents and do all acts and things as may be required by Council to give effect to the terms and conditions in this Agreement.

**10. No Fettering of Council's Powers**

The Owner acknowledges that this Agreement does not fetter, limit or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the grant of any Planning Approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

**11. 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 does not in any way amount to a waiver of any of the rights or remedies of Council under this Agreement.

**12. Severability**

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement remain operative.

**13. Counterparts**

This Agreement may be executed in any number of counterparts each of which when executed is taken to be an original and such counterparts together constitute one Agreement.

**14. Governing Law**

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

**15. Ending of Agreement**

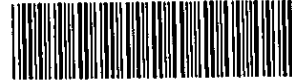
15.1 In relation to any lot on the Land which falls outside the area of either of the Conservation Reserves, this Agreement ends upon the creation of such lot;

15.2 In relation to any lot on the Land which contains part or whole of either of the Conservation reserves, this Agreement ends upon the Termination Date.

- 15.3 As soon as reasonably practicable after this Agreement has ended, and at the request and cost of the Owners, Council must make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement in the register.

**AG740609D**

08/09/2009 \$102.90 173



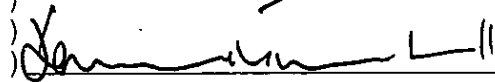
**AG740609D**

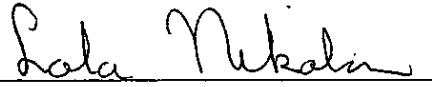
08/09/2009 \$102.90 173

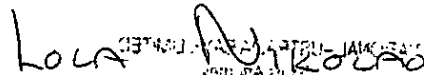


**EXECUTED** as a Deed:

**SIGNED** by and on behalf, and with the authority of **WHITTLESEA CITY COUNCIL** by **DAVID TURNBULL** its Chief Executive Officer in the exercise of a power conferred by an Instrument of Delegation dated 7 April 2005 in the presence of:

  
Chief Executive Officer

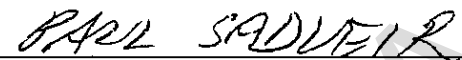
  
Witness

  
Name of Witness

**EXECUTED** by **JARRAH PROPERTY PTY LTD** )  
(A C N 114 364 966) in accordance with the )  
*Corporations Act* )

  
Signature of Director

  
Signature of Director/Secretary  
**Paul Freedman**

  
Name of Director

**COMPANY SECRETARY**  
Name of Director/Secretary

AG740609D

08/09/2009 \$102.90 173  


MORTGAGEE CONSENT

~~SUNCORP METWAY LTD~~ (ABN ~~66 010 831 722~~) as mortgagee under registered mortgage number ~~A5820034W~~ consents to this Agreement.  
AG4331794

Executed by NATIONAL AUSTRALIA BANK LIMITED  
by being signed by its Attorney

Brennan Michael Murrell

who holds the position of Level 3 Attorney  
under Power of Attorney No K317403  
in the presence of:

Signature: 

Name: EMMA WARD

Address: 11-50 St George Tce, Perth

Office Held: Manager

NATIONAL AUSTRALIA BANK LIMITED  
By its Attorney



**AG740609D**



**Schedule**

- Item 1 The Owner** Jarrah Property Pty Ltd (ACN 114 364 966)
- Item 2 Land** Part of the land situated at 411 Edgars Road, Lalor, more particularly being the land referred to in Certificate of Title Volume 11134 Folio 949. Any reference to the Land in this Agreement includes any lot created by the subdivision of the Land or any part of it.
- Item 3 Mortgage** AG483179H
- Item 4 Commencement Date** The date of this Agreement
- Item 5 Termination Date** The date on which the Conservation Reserves are transferred into Council ownership at the end of the 10 year management period described in clause 7.1(b) of this Agreement or at an earlier date as agreed to in writing by Council pursuant to clause 7.1(c) of this Agreement.
- Item 6 Address of Council** 25 Ferres Boulevard, South Morang, Victoria 3752
- Item 7 Address of Owner** Level 4, 66 Kings Park Road, West Perth, Western Australia 6005

**Date of issue**  
21/10/2024

**Assessment No.**  
911867

**Certificate No.**  
165809

**Your reference**  
74608288-017-7

Landata  
GPO Box 527  
MELBOURNE VIC 3001

## Land information certificate for the rating year ending 30 June 2025

**Property location:** 4 Myra Place LALOR 3075

**Description:** LOT: 809 PS: 718242X

**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	\$625,000	\$380,000	\$31,250

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

### 1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 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	\$1,463.62
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	\$54.38
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	\$3,164.17
Interest to 21/10/2024	\$24.05
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$3,135.05

*Balance of rates & charges due:* **\$2,028.22**

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

**Total rates, charges and other monies due** **\$2,028.22**

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

#### Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)

Free telephone interpreter service

   **131 450**

ABN 72 431 091 058

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

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

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

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

## 3. Notices and orders:

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

No Orders applicable.

## 4. Specified flood level:

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

## 5. Special notes:

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

### **Interest penalty on late payments**

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

## 6. Other information:



Authorising Officer

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

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

---

Payment can be made using these options.

---



[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref **911867**



Phone 1300 301 185  
Ref **911867**



Biller Code **5157**  
Ref **911867**

17th October 2024

Melbourne Real Estate Conveyancing C/- InfoTrack (  
LANDATA

Dear Melbourne Real Estate Conveyancing C/- InfoTrack (,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	4 MYRA PLACE LALOR 3075
<b>Applicant</b>	Melbourne Real Estate Conveyancing C/- InfoTrack ( LANDATA
<b>Information Statement</b>	30892832
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	396012

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

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

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

Yours sincerely,

Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

**Yarra Valley Water Property Information Statement**

Property Address	4 MYRA PLACE LALOR 3075
------------------	-------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

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

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

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

**Melbourne Water Property Information Statement**

Property Address	4 MYRA PLACE LALOR 3075
------------------	-------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

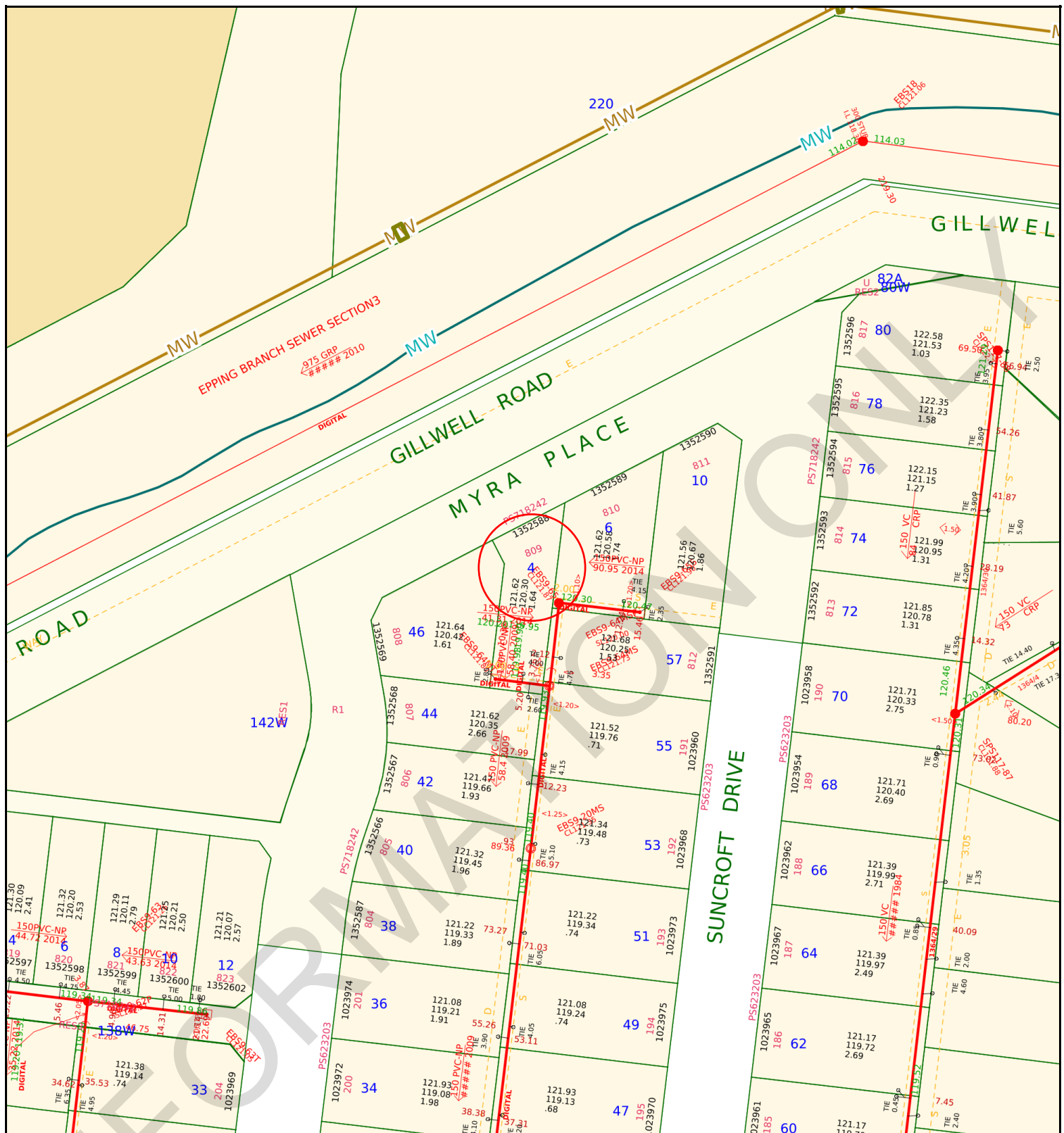
**THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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: 30892832**

Address	4 MYRA PLACE LALOR 3075
Date	17/10/2024
Scale	1:1000



Existing Title		Access Point Number		MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer		Sewer Offset		MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch			

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

5th February 2015

Application ID: 157598

**CONDITIONS OF CONNECTION**

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

**Approval Detail****Water****Required Services**

Product	Qty
New Estate Connection - Drinking Water	1

**Sewer****Connection Or Disconnection Details**

Sewer Connection Description	PSP Number
Water & Sewer Connection	1352588

## **Conditions of Connection Details**

### **GENERAL**

In these conditions the terms,

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

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

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

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

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

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

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

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

### **WATER**

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

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be

installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

All tapplings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Water's contractor Select Solutions on 1300 724 858. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Select Solutions.

All meters are supplied by Yarra Valley Water after payment of the relevant fees.

If the tapping and/or plugging is required to be performed outside of business hours, either at your request or as determined by Yarra Valley Water's plumbing contractor, an additional after hours fee will apply.

Meters are not permitted to be installed inside units/dwellings. In all situations where the meter is deemed inaccessible, either by your advice, or as determined by Yarra Valley Water plumbing contractor, remote read meters must be fitted at your cost. Remote read meters must be installed in the following circumstances: high rise developments; any water meter which is located where Yarra Valley Water will have to enter a building to read the meter; where access to the meter will be restricted by gates/fences. If you are aware that remote read meters will be required, please inform the easyACCESS staff at the time of booking.

For all tapplings and/or pluggings, it is the responsibility of the person performing the excavation to obtain a Road Opening Permit from the local municipal authority before any excavation work commences. All traffic management requirements contained in the Road Opening permit must be complied with. The excavation must expose the main at the tapping/plugging point and be made safe prior to the tapping / plugging appointment time. If you choose to have Yarra Valley Water's plumbing contractor carry out the excavation, Yarra Valley Water will organize the necessary permit at an additional cost on a per road opening basis.

Failure to comply with any of these requirements will result in the booking being cancelled and a rebooking fee will apply.

Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858.

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858. If you wish to cancel the booking you will need to return to the easyACCESS store where the booking was made (if applicable) to seek a refund. A cancellation fee may apply.

## **METER ASSEMBLIES & POSITIONING**

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

Water meter assemblies:

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

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

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

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

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

## **REMOVAL OF WATER METERS**

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

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

## **DAMAGED OR STOLEN METERS**

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

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

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

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

## SEWER

Following the completion of new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water. The plan can be uploaded for you at one of the easyACCESS outlets, emailed to [easyACCESS@yvw.com.au](mailto:easyACCESS@yvw.com.au)

Any unused sewer connection branches at the site must be cut and sealed.

## AMENDMENTS

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

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

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

## INDEMNITY

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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

Melbourne Real Estate Conveyancing C/- InfoTrack (LANDATA)  
[certificates@landata.vic.gov.au](mailto:certificates@landata.vic.gov.au)

## RATES CERTIFICATE

**Account No:** 8750702077  
**Rate Certificate No:** 30892832

**Date of Issue:** 17/10/2024  
**Your Ref:** 396012

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
4 MYRA PL, LALOR VIC 3075	809\PS718242	5102754	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2024 to 31-12-2024	\$20.86	\$20.86
Residential Water and Sewer Usage Charge Step 1 – 36.960000kL x \$3.34380000 = \$123.59 Step 2 – 3.040000kL x \$4.38730000 = \$13.34 Estimated Average Daily Usage \$1.63	06-02-2024 to 30-04-2024	\$136.93	\$0.00
Residential Sewer Service Charge	01-10-2024 to 31-12-2024	\$119.50	\$119.50
Parks Fee	01-10-2024 to 31-12-2024	\$21.98	\$21.98
Drainage Fee	01-10-2024 to 31-12-2024	\$30.77	\$30.77
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
<b>Balance Brought Forward</b>			-\$367.52 cr
<b>Total for This Property</b>			-\$174.41 cr



GENERAL MANAGER  
RETAIL SERVICES

### Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, 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.

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:** 5102754

**Address:** 4 MYRA PL, LALOR VIC 3075

**Water Information Statement Number:** 30892832

## HOW TO PAY



**Bill Code:** 314567  
**Ref:** 87507020777

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

5th February 2015

EDMOND BABATUNDE  
care of  
[kojo41@hotmail.com](mailto:kojo41@hotmail.com)

Dear EDMOND BABATUNDE,

**APPLICATION FOR BUILD OVER CONDITIONS**

<b>Application ID</b>	157507
<b>Property Address</b>	4 MYRA PLACE LALOR 3075
<b>Service Location ID</b>	5102754

Thank you for your recent application. Based on the information you have supplied, we are pleased to provide you with Build Over conditions for the above property address.

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

For your planned development as submitted with this application to comply with these conditions, you must undertake remedial works to relocate or protect the property connection branch servicing this or an adjoining property in accordance with the *Guidelines for Proposed Works Over / Adjacent to Water Authority Assets up to and including 225mm diameter*. Requirements are set out under specific conditions.

Please note that our imposition of conditions does not affect the rights of any other parties over the area in question.

If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.

For more information and full explanations of conditions, please visit our website:  
[www.yvw.com.au/easyaccess](http://www.yvw.com.au/easyaccess).

These conditions are for the structures that you have indicated that are to be constructed, as listed below.

<b>Structures</b>
Driveways & Paving (Plain Concrete Only) for a Residential Property (Please Note Ramps over sewer mains are not allowed)
Lightweight garages and carports greater than 10 square metres including any pergolas, verandas, gazebos, sails and decking
Residential or Habitable Structure
Utility services that are required (Gas, Electricity, Telecommunications) and Property Drains on the property

Details of the assets covered by these conditions are shown in the attached asset plans and sewer depth and offset plan for each asset showing its size and average depth as applicable.

Please refer to the attached Build Over Easement and conditions applicable for each structure relative to asset and or easement on or near your property. The colours on the plans denote the following:

<b>Colour Code</b>	<b>Interpretation</b>	<b>Relevant condition and requirement</b>
Red circled area	Your property's identification on the plan	For information relative to easements and assets
Orange line	Boundary of easement	Generally cannot be built over except as specified below
Red shaded area around assets	Assets and area that cannot be built over	Cannot build within one meter of these assets except if conditions are specified below
Yellow hatched area	Area around the asset and the associated easement, taking into account one meter from the asset or the easement boundary (not shaded) whichever is the greater	Cannot be built over except if conditions are specified below
Green highlighted	Asset or easement that can be built over	Build over is subject to conditions below

The last page of these conditions provides a guide on how to interpret these plans and the application of the specific conditions.

If you have any enquiries please email us at [easyaccess@yvw.com.au](mailto:easyaccess@yvw.com.au) or visit our website [yvw.com.au/easyACCESS](http://yvw.com.au/easyACCESS) for further information. Alternatively you can contact us on 1300 651 511.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'J P Maudsley'.

John Maudsley

Divisional Manager, Development Services

INFORMATION ONLY

### **Conditions and definitions that apply under this consent:**

#### **Land:**

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

#### **Standard conditions:**

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

any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.

7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.
8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.
9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works. YVW will not repair or reinstate the Owner's Works.
10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.
11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.
12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.

**Specific conditions:**

For any residential or habitable structure in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to the attached plan 'B' for this structure;
2. The proposed structure cannot be built over the sewer asset. A minimum 600 mm horizontal clearance must be maintained from the outside edge of the sewer main.
3. If the proposed structure is to be situated within 750 mm of the sewer main as shown on the attached plan, confirmation of the sewer's actual location may need to be determined by a Yarra Valley Water Representative. If requested, YVW can perform this inspection. Standard fees will apply.
4. Driven Piles are not permitted.

5. Footings / foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. 24 hour unobstructed access is required.
7. Maximum width allowed for eaves is 600 mm

For any residential or habitable structure in the vicinity of a maintenance hole, the following apply:

1. Refer to the attached plan 'B' for this structure.
2. The proposed structure cannot be built over the sewer asset. A minimum 1000 mm horizontal clearance from the outside edge of the cover surround is required.
3. Footings/foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
4. Driven Piles are not permitted.
5. Where a structure is to be constructed boundary to boundary, suitable access to the sewer (which meets OH&S guidelines) must be provided to allow maintenance equipment and personnel access at all times.
6. Maximum width allowed for eaves is 600 mm
7. Maintenance holes can only be opened by YVW's authorised personnel.

For any lightweight garages and carports greater than 10 square metres including any pergolas, verandas, gazebos, sails and decking in the vicinity of a maintenance hole, the following apply:

1. Refer to the attached plan 'A' or 'D' for this structure.
2. The proposed structure cannot be built over the sewer asset. A minimum 1000 mm horizontal clearance from the outside edge of the cover surround is required.
3. Driven Piles are not permitted.
4. Pad footings/foundations are permitted.
5. Where pad footings are not structurally acceptable, footings / foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer

main, to ensure that no additional load will be placed on the sewer by the structure.

6. Where a structure is to be constructed boundary to boundary, suitable access to the sewer (which meets OH&S guidelines) must be provided to allow maintenance equipment and personnel access at all times.
7. Maintenance hole cover levels must match new surface levels. Where alteration works are applicable the works are to be carried out by YVW at the Owner's expense.
8. Maintenance holes can only be opened by YVW's authorised personnel.
9. Maximum width allowed for eaves is 600 mm

For any driveways and paving (plain concrete only) for a residential property (please note ramps over sewer mains are not permitted) in the vicinity of a maintenance hole, the following apply:

1. Refer to the attached plan 'F' for this structure.
2. Paving is not allowed over a maintenance hole.
3. For Driveways, maintenance hole cover levels must match new surface levels. Where alteration works are applicable the works are to be carried out by YVW at the Owner's expense.
4. For Driveways, where heavy covers are required to be fitted to comply with YVW's requirements, works must be carried out by YVW at the Owner's expense.
5. Maintenance holes can only be opened by YVW's authorised personnel

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

1. Refer to the attached plan 'K' for this structure.
2. The proposed structure cannot be built over the sewer asset. A minimum 1000 mm horizontal clearance from the outside edge of the cover surround.
3. Maintenance holes can only be opened by YVW's authorised personnel.

4. 24 hour unobstructed access is required.

For any lightweight garages and carports greater than 10 square metres including any pergolas, verandas, gazebos, sails and decking in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to attached plan 'A' or 'D' for this structure.
2. The proposed structure can be built over the sewer asset. A minimum 600 mm horizontal clearance from the outside edge of the sewer main is required.
3. Pad footings/foundations are permitted.
4. Driven Piles are not permitted.
5. Where Pad footings are not structurally acceptable, footings / foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure
6. Any structure over the Yarra Valley Water sewer asset must not exceed 8m in length.
7. For structures which are required to traverse the sewer main, the foundations crossing the sewer main must maintain a minimum 600 mm vertical clearance, unless demountable.
8. A concrete floor is to be of non-structural infill slab only, as, if required to be removed, it would not affect the integrity of the structure.
9. 24 hour unobstructed access is required.
10. Maximum width allowed for eaves is 600 mm.
11. Height Clearance is required, unless demountable. Height clearance is taken to be height of the walls.

For any residential or habitable structure in the vicinity of a maintenance shaft, the following apply:

1. Refer to attached plan 'B' for this structure.

2. The proposed structure cannot be built over the sewer asset. A minimum 800 mm horizontal clearance from the centre line of the cover is required.
3. Footings / foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
4. Driven Piles are not permitted.
5. Maximum width allowed for eaves is 600 mm

For any lightweight garages and carports greater than 10 square metres including any pergolas, verandas, gazebos, sails and decking in the vicinity of a maintenance shaft, the following apply:

1. Refer to attached plan 'A' or 'D' for this structure.
2. The proposed structure cannot be built over the sewer asset. A minimum 800 mm horizontal clearance from the centre line of the cover is required.
3. Driven Piles are not permitted.
4. Pad footings/foundations are permitted.
5. Where pad footings are not structurally acceptable, footings / foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. Maintenance shaft cover levels must match new surface levels. Where alteration works are applicable the works are to be carried out by YVW at the Owner's expense.
7. Maintenance shafts can only be opened by YVW's authorised personnel.
8. Maximum width allowed for eaves is 600 mm.

For any driveways and paving (plain concrete only) for a residential property (please note ramps over sewer mains are not permitted) in the vicinity of a maintenance shaft, the following apply:

1. Refer to attached plan 'F' for this structure.
2. Paving is not allowed over maintenance shafts
3. For Driveways, maintenance shaft cover levels must match new surface levels. Where alteration works are applicable the works are to be carried out by YVW at the Owner's expense.
4. For Driveways, where heavy covers are required to be fitted to comply with YVW's requirements, works must be carried out by YVW at the Owner's expense.

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

1. Refer to attached plan 'K' for this structure.
2. The proposed structure cannot be built over the sewer asset. A minimum 800 mm horizontal clearance from the centre line of the cover is required.
3. Maintenance shafts can only be opened by YVW's authorised personnel.

For any residential or habitable structure that has a property connection branch servicing an adjoining property or multiple lots, the following apply:

1. Refer to the attached plan 'B' for this structure.
2. The proposed structure cannot be built over the property connection branch. A minimum 600 mm horizontal clearance between the proposed works / foundation and the property connection branch is required.
3. Driven Piles are not permitted.
4. Footings / foundations must extend a minimum depth to the angle of repose to the invert level of the property connection branch to ensure that no additional load will be placed on the property connection branch by the structure. Maximum width allowed for eaves is 600 mm

For any lightweight garages and carports greater than 10 square metres including any pergolas, verandas, gazebos, sails and decking in the vicinity of a property connection branch servicing an adjoining property or multiple lots, the following apply:

1. Refer to the attached plan 'A' for this structure.

2. The proposed structure cannot be built over the sewer asset. A minimum 600 mm horizontal clearance between the proposed works / foundation and the property connection branch is required.
3. Driven Piles are not permitted.
4. Pad footings/foundations are permitted.
5. Where pad footings are not structurally acceptable, footings / foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. Maximum width allowed for eaves is 600 mm

For any driveways and paving (plan concrete only) for a residential property (please note ramps over sewer mains are not permitted) in the vicinity of a property connection branch servicing an adjoining property or multiple lots, the following apply:

1. Refer to the attached plan 'F' for this structure.
2. A minimum 750 mm vertical cover is to be maintained over the property connection branch
3. No additional load is to be placed on the property connection branch by the works
4. The inspection Shaft (27A) must be extended to surface. It must be fitted with an approved screw cap finishing below an appropriate cover for vehicle loading where required, flush with the finished floor level of the sewer point. Works must be performed by a Licensed Plumber.
5. The licensed plumber will be responsible to record all changes to the sewer branch on the Property Sewerage Plan. The updated information must include Surface and Invert level at inspection shaft (27A), new branch length to 27A and new Tie measurement.

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

1. Refer to attached plan 'K' for this structure.
2. The proposed structure can be built over the sewer asset. A minimum 600 mm horizontal clearance from the edge of the property connection branch
3. For services traversing the property connection branch, the following additional conditions apply
4. Services must maintain a minimum vertical clearance of 150 mm
5. Services are to traverse the sewer main at a 90 degree angle
6. No additional load is to be placed on the property connection branch by the services

For any residential or habitable structure in the vicinity of a property connection branch servicing the property, the following apply:

1. Refer to attached plan 'B' for this structure.
2. Pad footings/foundations are permitted.
3. The proposed structure cannot be built over the property connection branch. A minimum of 600 mm horizontal clearance between the proposed works / foundations and the property connection branch is required.
4. Footings / foundations must extend a minimum depth to the angle of repose to the invert level of the property connection branch to ensure that no additional load will be placed on the property connection branch by the structure.
5. Driven piles are not permitted
6. Maximum width allowed for eaves is 600 mm

For any lightweight garages and carports greater than 10 square metres including any pergolas, verandas, gazebos, sails and decking in the vicinity of a property connection branch servicing the property, the following apply:

1. Refer to attached plan 'D' for this structure.
2. No structures deemed habitable are to be built over a property connection branch
3. Build over of own property connection branch is not permitted where the branch is servicing more than one property
4. For structures adjacent to the property connection branch the following conditions

- apply
5. . A minimum of 600 mm horizontal clearance between the proposed works / foundations and the property connection branch
  6. Pad footings / foundations are permitted
  7. Where pad footings are not structurally acceptable, footings / foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
  8. Driven piles are not permitted
  9. Maximum width allowed for eaves is 600 mm.
  10. For structures traversing over the Property Connection branch, the following additional conditions apply
  11. Pier and beam foundations traversing the property connection branch must be a minimum of 600 mm from the property connection branch but no further away than 1.0 m
  12. Concrete floor is to be of non structural infill slab only
  13. Foundations traversing the property connection branch must maintain a minimum 600 mm vertical clearance
  14. Height clearance is required, unless demountable. Height clearance is taken to be height of the walls

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

1. Refer to attached plan 'K' for this structure.
2. The proposed structure can be built over the property connection branch.
3. A minimum 600 mm horizontal clearance from the edge of the property connection branch is required.
4. For services traversing the property connection branch, the following additional conditions apply
5. Services must maintain a minimum vertical clearance of 150 mm
6. Services are to traverse the sewer main at a 90 degree angle
7. No additional load it to be placed on the property connection branch by the services

For any driveways and paving (plain concrete only) for a residential property (please note

ramps over sewer mains are not permitted) in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to attached plan 'F' for this structure.
2. A minimum 750 mm vertical cover is to be maintained over the sewer main.
3. No additional load is to be placed on the sewer main.

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

1. Refer to attached plan 'K' for this structure.
2. The proposed structure cannot be built over the sewer asset. A minimum 600 mm horizontal clearance from the outside edge of the sewer main is required.
3. For services traversing the property connection branch, the following additional conditions apply
4. Services must maintain a minimum vertical clearance of 150 mm
5. Services are to traverse the sewer main at a 90 degree angle
6. No additional load is to be placed on the property connection branch by the services

For any driveways and paving (plain concrete only) for a residential property (please note ramps over sewer mains are not permitted) in the vicinity of a property connection branch servicing the property, the following conditions apply:

1. Refer to attached plan 'F' for this structure
2. A minimum 750 mm vertical cover is to be maintained over the property connection branch
3. No additional load is to be placed on the property connection branch by the works

4. The inspection Shaft (27A) must be extended to surface. It must be fitted with an approved screw cap finishing below an appropriate cover for vehicle loading where required, flush with the finished floor level of the sewer point. Works must be performed by a Licensed Plumber.
5. The licensed plumber will be responsible to record all changes to the sewer branch on the Property Sewerage Plan. The updated information must include Surface and Invert level at inspection shaft (27A), new branch length to 27A and new Tie measurement.

Any structural members and/or footings must have a minimum 600mm horizontal clearance to your property sewer branch. The sewer brunch must be cut back/extended by a Licensed Plumber to achieve the minimum clearance.

The inspection Shaft (27A) must be extended to surface. It must be fitted with an approved screw cap finishing below an appropriate cover for vehicle loading where required, flush with the finished floor level of the sewer point. Works must be performed by a Licensed Plumber.

The licensed plumber will be responsible to record all changes to the sewer branch on the Property Sewerage Plan. The updated information must include Surface and Invert level at inspection shaft (27A), new branch length to 27A and new tie measurement.

To complete the necessary alterations you must apply for conditions at either Yarra Valley Water or an easyACCESS Plumbing Store, details are available on the Yarra Valley website [www.yvw.com.au](http://www.yvw.com.au)

For your planned development as submitted with this application, to comply with these conditions, you must undertake remedial works to relocate or protect the property connection branch servicing this or an adjoining property in accordance with the Guidelines for Proposed Works Over / Adjacent to Water Authority Assets up to and including 225mm diameter. Requirements are set out under specific conditions.

**Notes:**

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









































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

## How to interpret the attached plans.

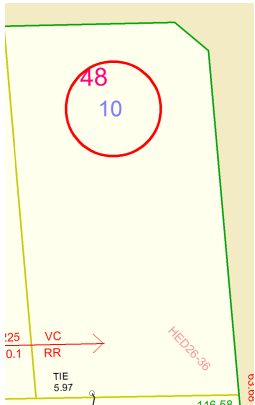
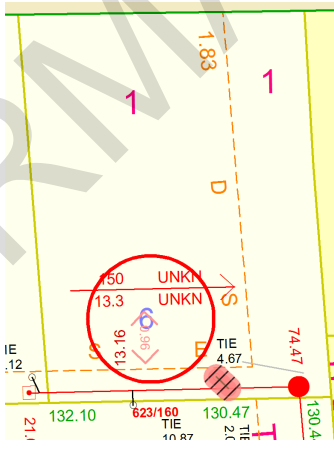
The following information will help you to interpret the build over conditions in this response. You should review this information carefully.

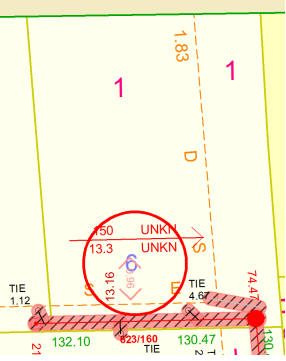
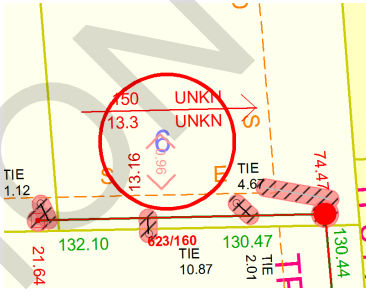
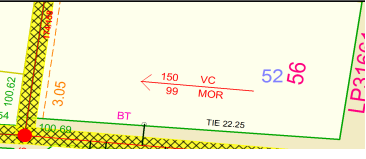
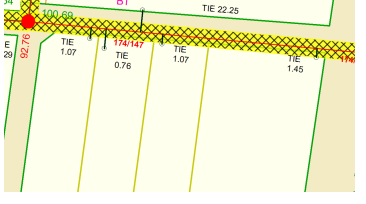
There are three types of plans provided.

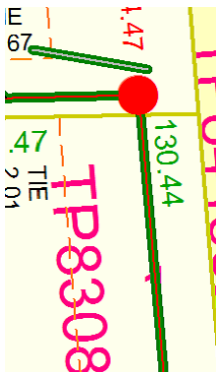
Plan Type	Purpose
Asset Plan	An Asset Plan (sometimes referred to as a Property Asset Plan) shows the water supply pipes and sewer main pipes and associated infrastructure for a property and adjacent properties that are serviced by Yarra Valley Water. These pipes are referred to as 'assets'.
Sewer Depth and Offset (SDO) Plan	<p>A Sewer Depth and Offset (SDO) Plan shows details of sewer main pipes and house connection branches on a property or on nearby properties. There is one of these plans for each relevant asset on or near your property and also any property connection branches.</p> <p>Details include pipe size, pipe material, average depth of sewer mains and depth to the connection point on a house connection branch as shown below.</p> <p>These details allow you to determine which conditions apply to a particular asset as conditions vary depending on the pipes material and depth.</p> <p>This is a Vitreous Clay pipe of 225 mm at an average depth of 3.13 m, less than the key depth of 3.5 meters.</p> <div><b>ASSET DETAILS</b> <b>Pipe Size:</b> 225 <b>Pipe Material:</b> VC <b>Average Depth (m):</b> 3.13 Note: Offsets denoted in brackets &lt; &gt; are from the title boundary to centreline of pipe. If pipe offset is not shown, it is unknown and will need to be proven on site.</div> <p>Typical sewer types include Vitreous Clay (VC) and Concrete (CONC).</p> <p>Where a sewer type is Unknown (UNK), we assume it is Concrete and apply relevant Concrete asset conditions.</p> <p>The distance of a sewer main from the property boundary (sewer offset) is also shown on the plan when the offset information is available.</p> <p>There is a table of material types shown to the left side of each SDO Plan.</p>

Plan Type	Purpose																								
	<div><div><div>Abbreviation Pipe Material</div><div>AC Abestos Cement CICL Cast Iron Cement Lined CI Cast Iron (Unlined) CI Cast Iron (CI 75") CU Copper Tube GWI Galvanised Wrought Iron MSCL Mild Steel Cement Lined MSEL Steel Enamel Lined MSW Mild Steel Welded UPVC Poly Vinyl Chloride</div></div><div><p>Particular asset types are referred to in the build over conditions. These are shown at the bottom left side of each SDO Plan to assist you in determining the conditions applicable to each asset.</p><table><tr><td>Existing Title</td><td></td><td>Circular Access Point</td><td></td></tr><tr><td>Proposed Title</td><td></td><td>Offset Distance</td><td></td></tr><tr><td>Access Point Number</td><td></td><td>Square Manhole</td><td></td></tr><tr><td>Sewer Pipe Flow</td><td></td><td>End of Pipe</td><td></td></tr><tr><td>Existing Sewer</td><td></td><td>Maintenance Shaft</td><td></td></tr><tr><td>Change of Grade</td><td></td><td>Inspection Shaft</td><td></td></tr></table></div></div>	Existing Title		Circular Access Point		Proposed Title		Offset Distance		Access Point Number		Square Manhole		Sewer Pipe Flow		End of Pipe		Existing Sewer		Maintenance Shaft		Change of Grade		Inspection Shaft	
Existing Title		Circular Access Point																							
Proposed Title		Offset Distance																							
Access Point Number		Square Manhole																							
Sewer Pipe Flow		End of Pipe																							
Existing Sewer		Maintenance Shaft																							
Change of Grade		Inspection Shaft																							
Build Over Easement (BOE) Plans	<p>Your build over conditions will reference one or more specific Plans, labelled "A" to "K" depending on the type of structure and the specific conditions.</p> <p>The plan type is referenced as "Plan F" in the example below.</p> <div><table><tr><td rowspan="3">Yarra Valley Water Buildover Plan Reference: Plan F</td><td>Address</td><td colspan="2">WHITEHORSE ROAD BLACKBURN 3130</td></tr><tr><td>Date</td><td>20/04/2013</td><td rowspan="2"></td></tr><tr><td>Scale</td><td>400</td></tr></table><div><div><small>Disclaimer: This Buildover Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.</small></div><div> ABN 93 066 902 501</div></div></div> <p>The address of the plan and the date that the BOE plan has been produced is also illustrated. Scale is provided so you can measure off the plan, in addition to the specific clearances set out in the written conditions.</p> <p>The following table sets out how each of the clearances and areas that can or cannot be built over, subject to the conditions, are shown on each Build Over Easement Plan.</p>	Yarra Valley Water Buildover Plan Reference: Plan F	Address	WHITEHORSE ROAD BLACKBURN 3130		Date	20/04/2013		Scale	400															
Yarra Valley Water Buildover Plan Reference: Plan F	Address		WHITEHORSE ROAD BLACKBURN 3130																						
	Date		20/04/2013																						
	Scale	400																							

The following table explains how to interpret different symbols and colour coded areas represented in Build Over Easement Plans. Each colour code defines the clearances and areas that can or cannot be built over, subject to the conditions.

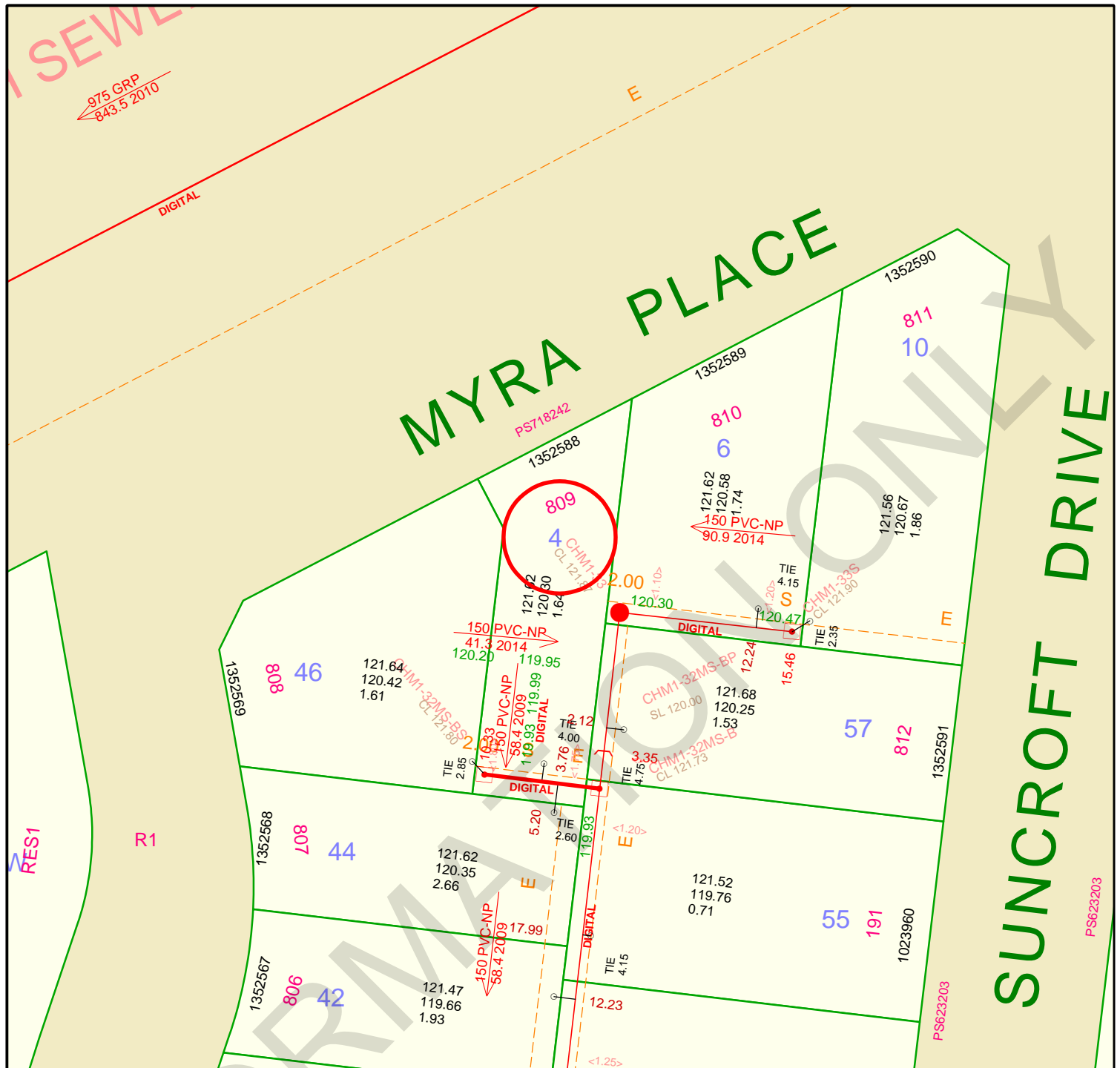
Colour Code	Interpretation	Relevant condition and requirement
Red circled area	<p>Your property's identification on the plan.</p>  <p>The circle in this case highlights '10', the number of the property in the street.</p> <p>This example is a corner block.</p>	<p>For information relative to easements and assets.</p> <p>As noted in this document these conditions and binding on the owner and successors in title of the property.</p> <p>Conditions and a copy of the attached plans are automatically recorded as an encumbrance against this property. It is provided as part of property information in Section 32 searches at the time of sale and purchase.</p>
Orange line	<p>This represents the boundary of the easement as a dotted orange line..</p>  <p>In this case two easements are shown on the property number "6" in this plan. There is one easement labelled 1.83 on the right and another with a sewer asset across the bottom of the plan.</p>	<p>Generally this area cannot be built over except as specified in the conditions related to each structure and plan type. Where assets are shaded yellow the affected area is not just the area covering the asset, but also area to the edge of the easement, whichever is greater.</p>

Colour Code	Interpretation	Relevant condition and requirement
<p>Red shaded area around assets</p> <p>Shown as <b>Condition C</b> on BOE plans</p>	<p>This represents the area and the assets that cannot be built over.</p>  <p>In this case the sewer at the bottom of the property cannot be built over.</p>  <p>In this example there are four branches near the property, including branches that service other properties.</p>	<p>Cannot build within one meter of these assets except if the conditions are specified for the structure and plan type above.</p> <p>Depending on the type of structure, this restriction can extend to property connection branches as shown below. Branches that service other properties cannot be built over in any circumstances.</p>
<p>Yellow hatched area</p> <p>Shown as <b>Condition B</b> on BOE plans</p>	<p>This is the area around the asset and the associated easement, taking into account one meter from the asset or the easement boundary (not shaded) whichever is the greater.</p>  <p>This is an example of where the restricted area is greater based on the easement boundary being wider (shown as 3.05 in the plan).</p>	<p>Cannot be built over except if conditions are specified above.</p> <p>This can include areas not covered by an easement where an asset is within one meter of a property as shown below:</p>  <p>In this case an asset in a lane or on the boundary of a property can restrict what may be constructed.</p>

Colour Code	Interpretation	Relevant condition and requirement
<p>Green highlighted asset</p> <p>Shown as <b>Condition A</b> on BOE plans</p>	<p>This is the area around an asset or easement that can be built over.</p>  <p>The asset here is shown with a green highlight and the branch with simple green line where build over is permitted. In this case the manhole remains red preventing it being built over.</p>	<p>Build over is subject to conditions set out above.</p> <p>Please note property connection branches servicing an adjoining property or multiple lots cannot be built over except if specifically allowed in above conditions for limited structures such as driveways.</p>

The following Build Over Easement plan types will be attached to this document based on the proposed structures, applicable assets and/or easements as follows:

- Plan A - General Structures
- Plan B - Residences & Habitable Structures
- Plan C - Commercial and Industrial Structures
- Plan D - General Structures
- Plan E – Excavation and Landscaping
- Plan F – Driveways and paving
- Plan G – Above ground pools, saunas, spas
- Plan H – Above ground pools, saunas, spas
- Plan I – Below ground pools and basements
- Plan J – Below ground pools, basements poles and towers
- Plan K – Utilities and Property Drains



# Yarra Valley Water Sewerage Depth Offset Asset Map

Address 4 MYRA PLACE LALOR 3075

Date	5/02/2015
Scale	500



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

ABN 93 066 902 501

Existing Title	
Proposed Title	
Access Point Number	SPS12-34
Sewer Pipe Flow	
Existing Sewer	
Change of Grade	

Circular Access Point	
Offset Distance	
Square Manhole	
End of Pipe	
Maintenance Shaft	
Inspection Shaft	
Pump Station	
Ventilation	

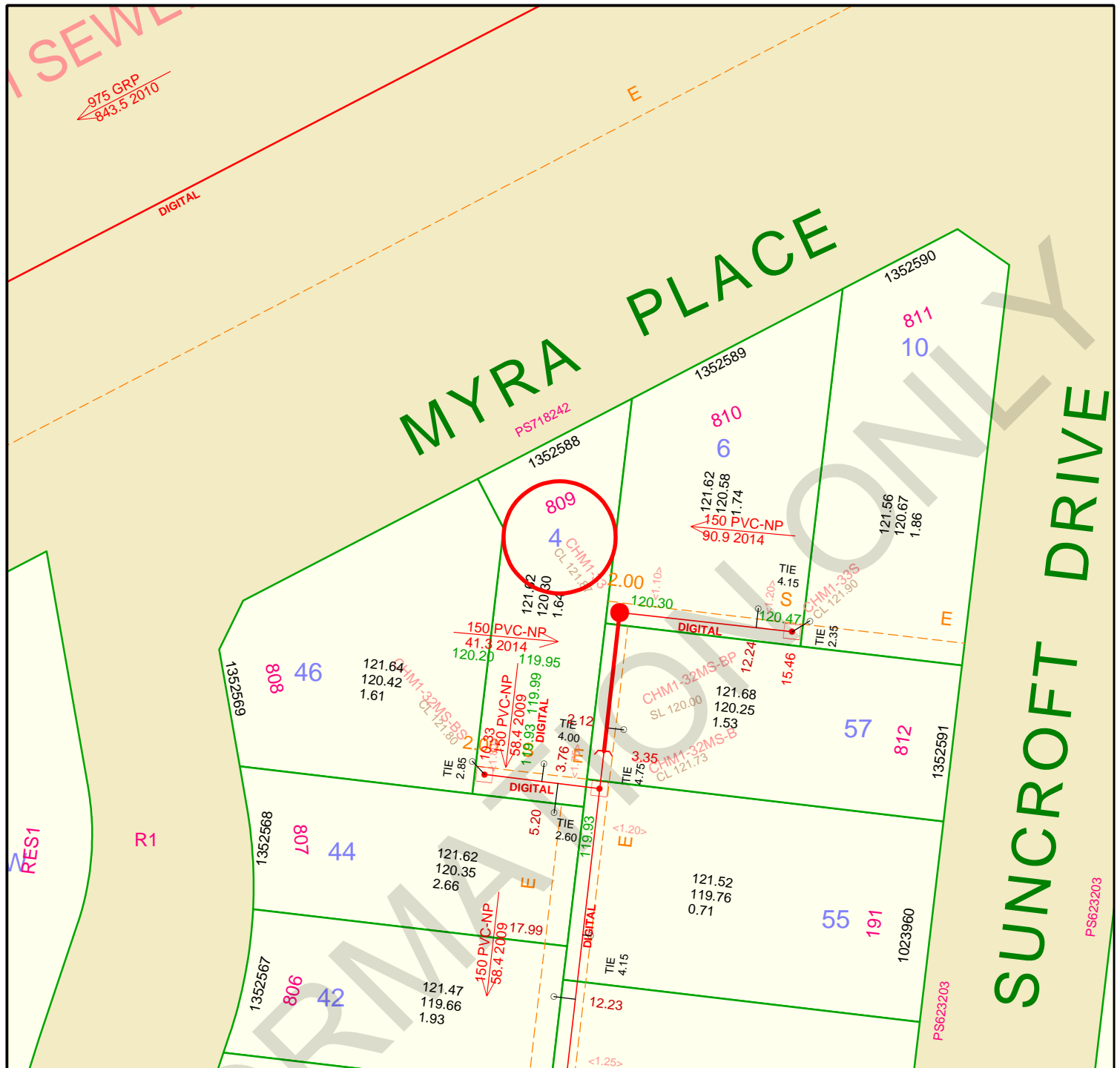
Abbreviation Pipe Material	
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

## ASSET DETAILS

**Pipe Size:** 150  
**Pipe Material:** PVC-NP  
**Average Depth (m):** 1.69  
**Branch Length (m):** 1.635

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

**YVW Ref:** 5102754



# Yarra Valley Water Sewerage Depth Offset Asset Map

Address 4 MYRA PLACE LALOR 3075

Date	5/02/2015
Scale	500



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

ABN 93 066 902 501

Existing Title	
Proposed Title	
Access Point Number	SPS12-34
Sewer Pipe Flow	
Existing Sewer	
Change of Grade	

Circular Access Point	
Offset Distance	
Square Manhole	
End of Pipe	
Maintenance Shaft	
Inspection Shaft	
Pump Station	
Ventilation	

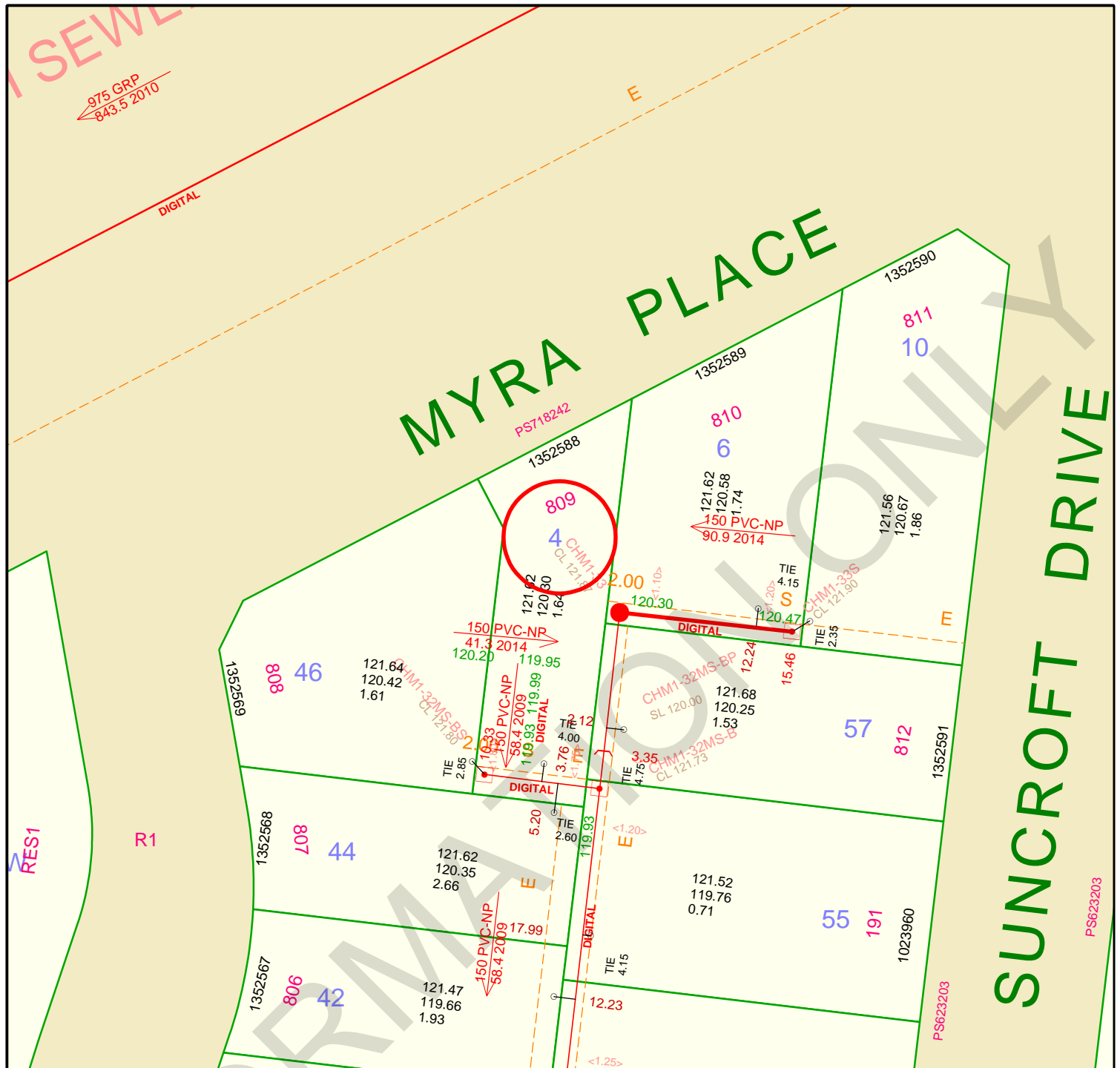
Abbreviation Pipe Material	
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

## ASSET DETAILS

**Pipe Size:** 150  
**Pipe Material:** PVC-NP  
**Average Depth (m):** 0.8  
**Branch Length (m):** 1.635

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

**YVW Ref:** 5102754



# Yarra Valley Water Sewerage Depth Offset Asset Map

Address 4 MYRA PLACE LALOR 3075

Date	5/02/2015
Scale	500



Yarra  
Valley  
Water

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

ABN 93 066 902 501

Existing Title	
Proposed Title	
Access Point Number	SPS12-34
Sewer Pipe Flow	
Existing Sewer	
Change of Grade	

Circular Access Point	
Offset Distance	
Square Manhole	
End of Pipe	
Maintenance Shaft	
Inspection Shaft	
Pump Station	
Ventilation	

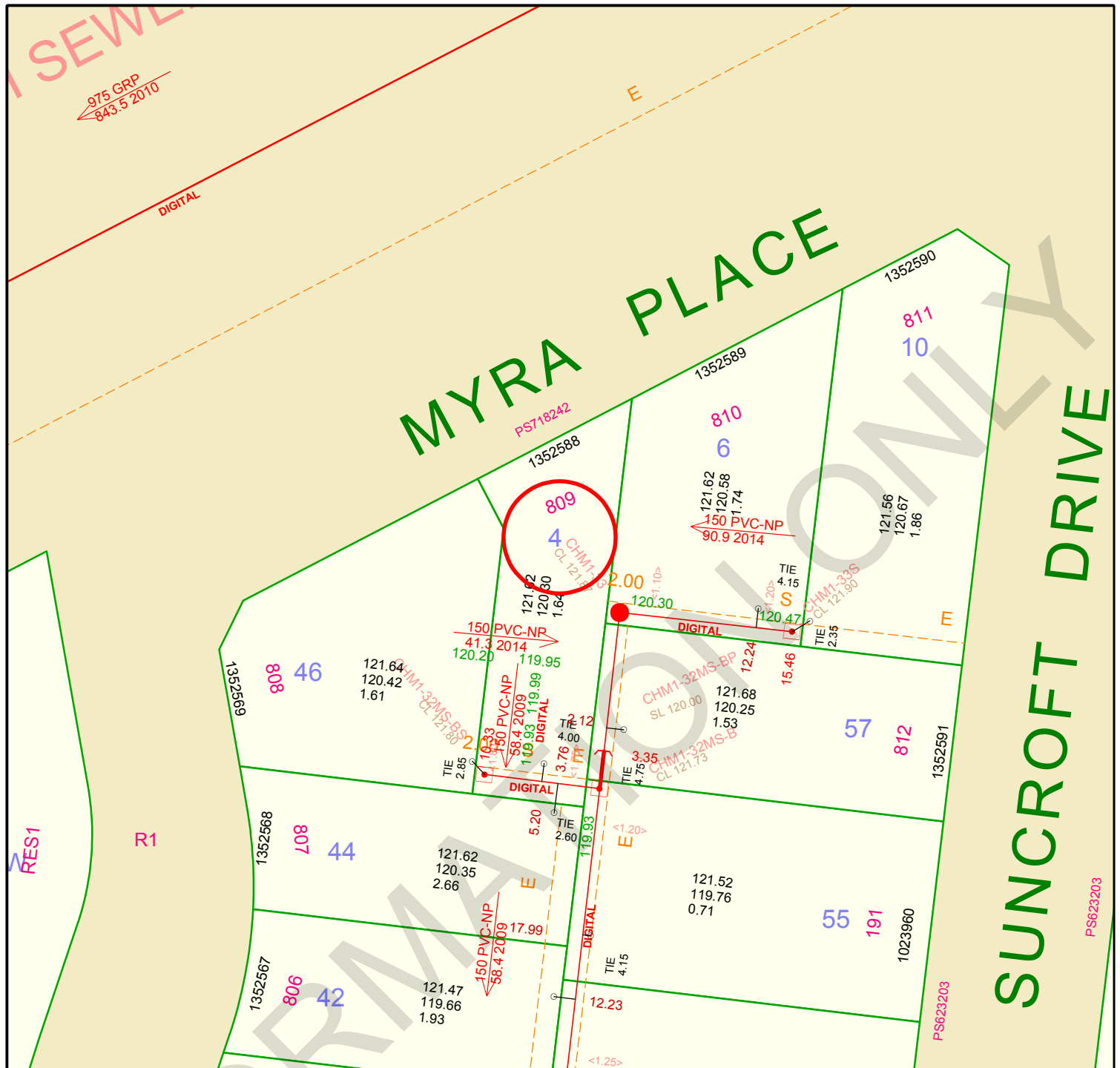
Abbreviation Pipe Material	
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCON	CC Re/Un-reinforced
PP_SW	POLYPROPYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

## ASSET DETAILS

**Pipe Size:** 150  
**Pipe Material:** PVC-NP  
**Average Depth (m):** 1.5  
**Branch Length (m):** 1.635

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

**YVW Ref:** 5102754



# Yarra Valley Water Sewerage Depth Offset Asset Map

Address 4 MYRA PLACE LALOR 3075

Date	5/02/2015
Scale	500



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

ABN 93 066 902 501

Existing Title	
Proposed Title	
Access Point Number	SPS12-34
Sewer Pipe Flow	
Existing Sewer	
Change of Grade	

Circular Access Point	
Offset Distance	
Square Manhole	
End of Pipe	
Maintenance Shaft	
Inspection Shaft	
Pump Station	
Ventilation	

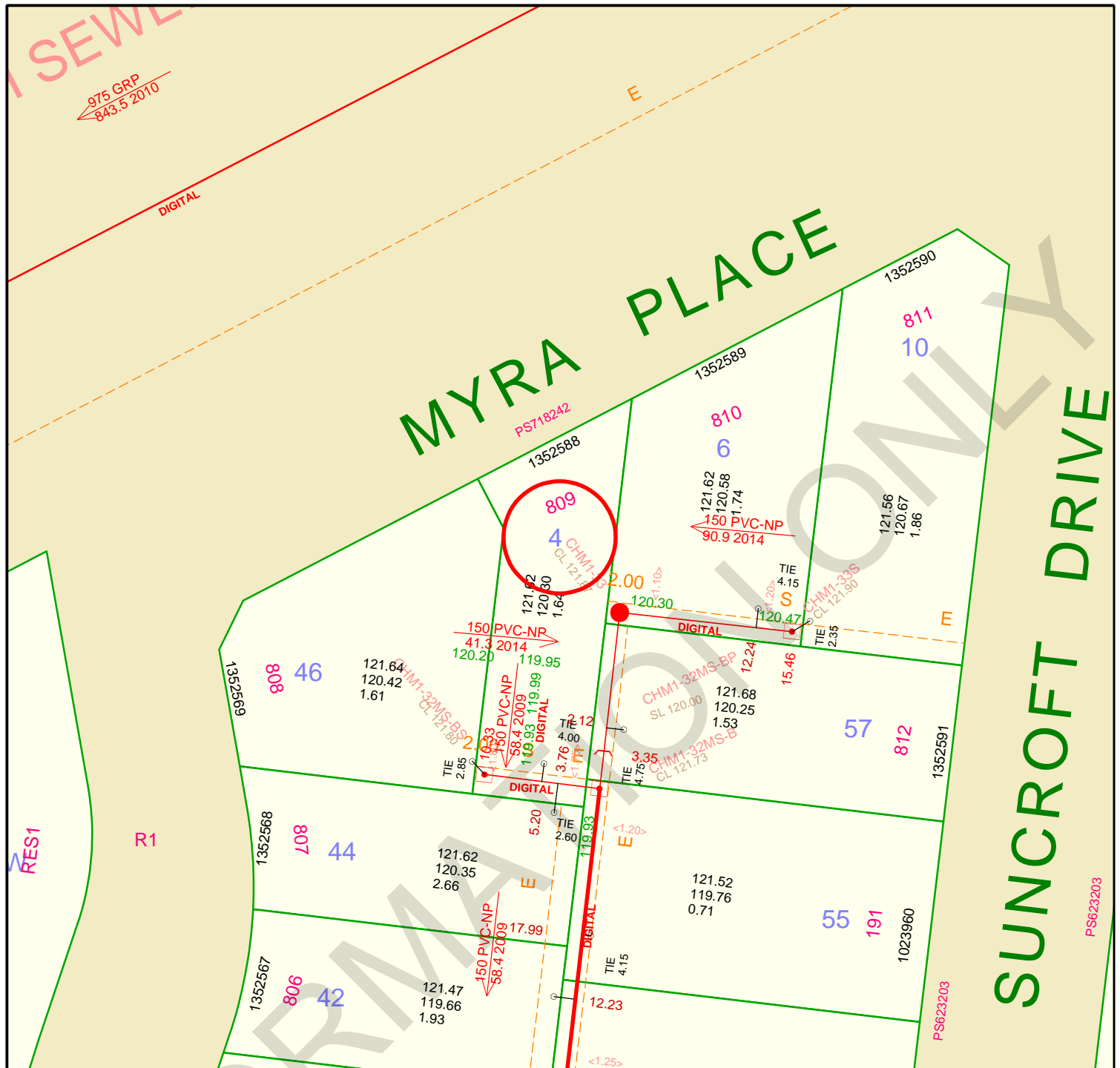
Abbreviation Pipe Material	
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

## ASSET DETAILS

**Pipe Size:** 150  
**Pipe Material:** PVC-NP  
**Average Depth (m):** 0.71  
**Branch Length (m):** 1.635

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

**YVW Ref:** 5102754



# Yarra Valley Water Sewerage Depth Offset Asset Map

Address 4 MYRA PLACE LALOR 3075

Date	5/02/2015
Scale	500



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

ABN 93 066 902 501

Existing Title	
Proposed Title	
Access Point Number	SPS12-34
Sewer Pipe Flow	
Existing Sewer	
Change of Grade	

Circular Access Point	
Offset Distance	
Square Manhole	
End of Pipe	
Maintenance Shaft	
Inspection Shaft	
Pump Station	
Ventilation	

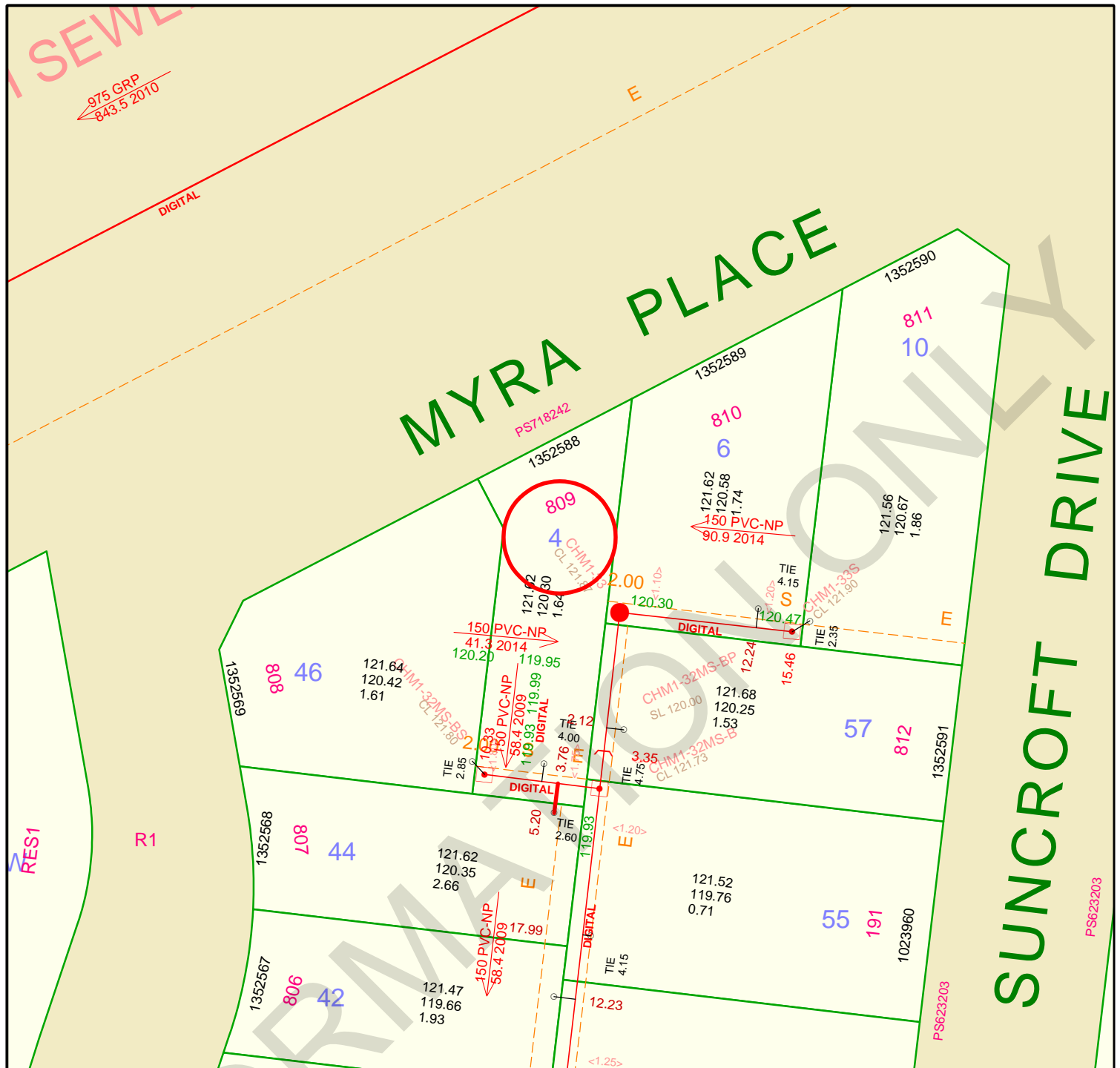
Abbreviation Pipe Material	
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

## ASSET DETAILS

**Pipe Size:** 150  
**Pipe Material:** PVC-NP  
**Average Depth (m):** 1.01  
**Branch Length (m):** 1.635

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

**YVW Ref:** 5102754



# Yarra Valley Water Sewer Branch Asset Map

Address 4 MYRA PLACE LALOR 3075

Date	5/02/2015
Scale	500



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

ABN 93 066 902 501

Existing Title	
Proposed Title	
Access Point Number	SPS12-34
Sewer Pipe Flow	
Existing Sewer	
Change of Grade	

Circular Access Point	
Offset Distance	
Square Manhole	
End of Pipe	
Maintenance Shaft	
Inspection Shaft	
Pump Station	
Ventilation	

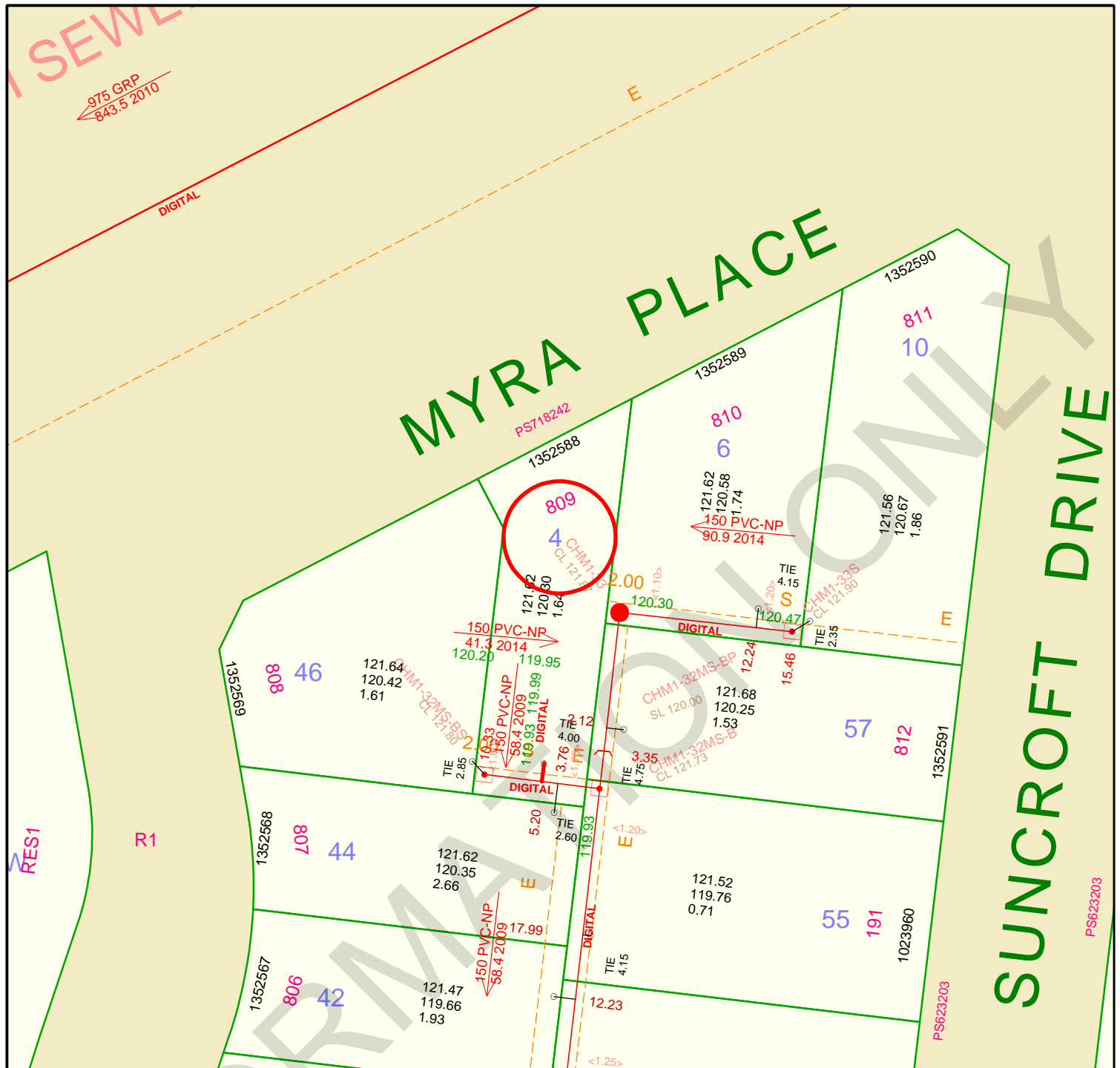
Abbreviation Pipe Material	
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCONCC	Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

## ASSET DETAILS

**Branch Size:** 100  
**Branch Material:** PVC-NP  
**Branch Depth (m):** 1.267  
**Branch Length(m)** 2.655

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.

YVW Ref: 5102754



# Yarra Valley Water Sewer Branch Asset Map

Address 4 MYRA PLACE LALOR 3075

Date	5/02/2015
Scale	500



**Yarra  
Valley  
Water**

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

ABN 93 066 902 501

Existing Title	
Proposed Title	
Access Point Number	SPS12-34
Sewer Pipe Flow	
Existing Sewer	
Change of Grade	

Circular Access Point	
Offset Distance	
Square Manhole	
End of Pipe	
Maintenance Shaft	
Inspection Shaft	
Pump Station	
Ventilation	

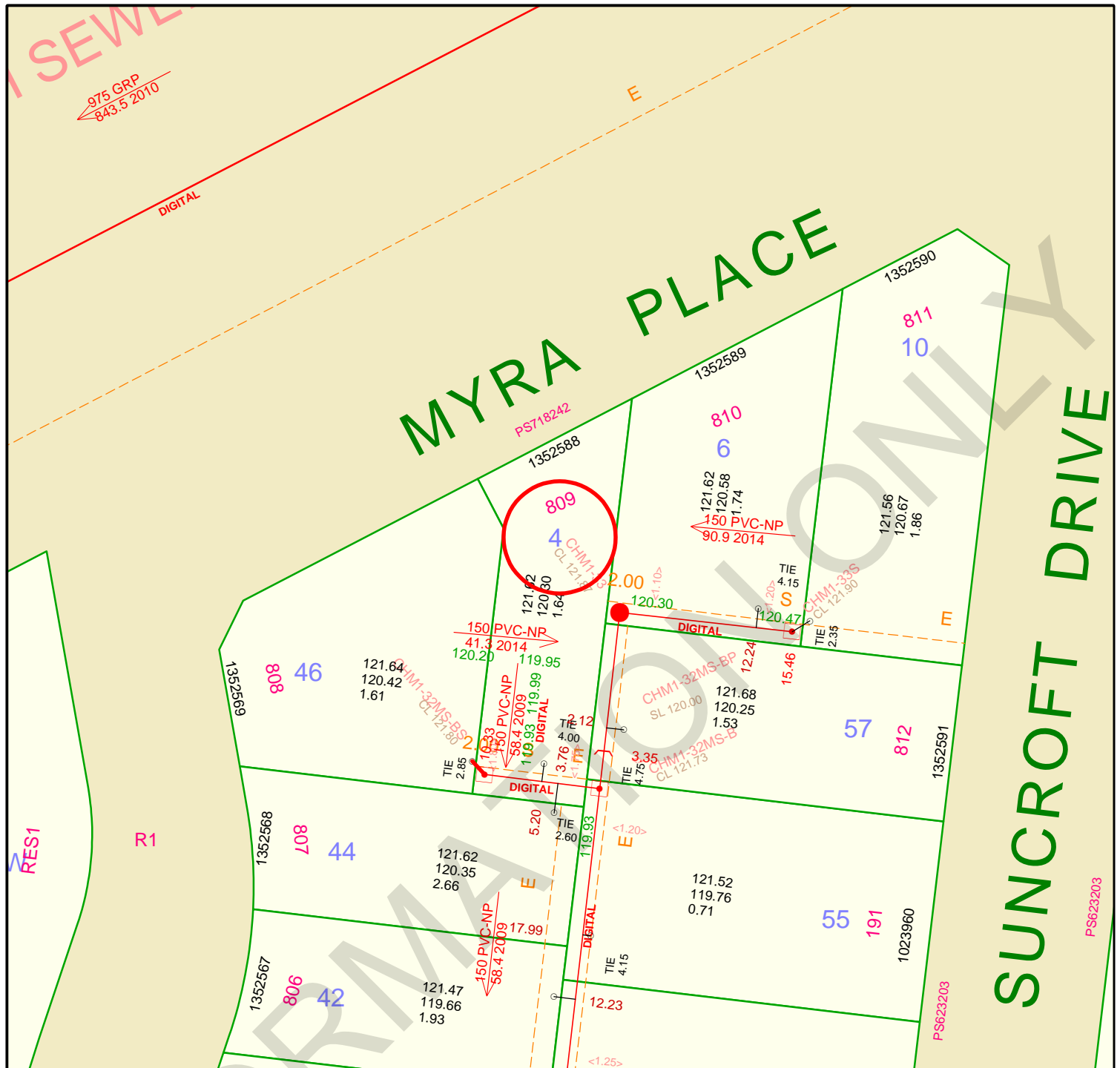
Abbreviation Pipe Material	
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCONCC	Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

## ASSET DETAILS

**Branch Size:** 100  
**Branch Material:** PVC-NP  
**Branch Depth (m):** 1.325  
**Branch Length(m)** 1.635

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.

YVW Ref: 5102754



# Yarra Valley Water Sewer Branch Asset Map

Address 4 MYRA PLACE LALOR 3075

Date	5/02/2015
Scale	500



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

ABN 93 066 902 501

Existing Title	
Proposed Title	
Access Point Number	SPS12-34
Sewer Pipe Flow	
Existing Sewer	
Change of Grade	

Circular Access Point	
Offset Distance	
Square Manhole	
End of Pipe	
Maintenance Shaft	
Inspection Shaft	
Pump Station	
Ventilation	

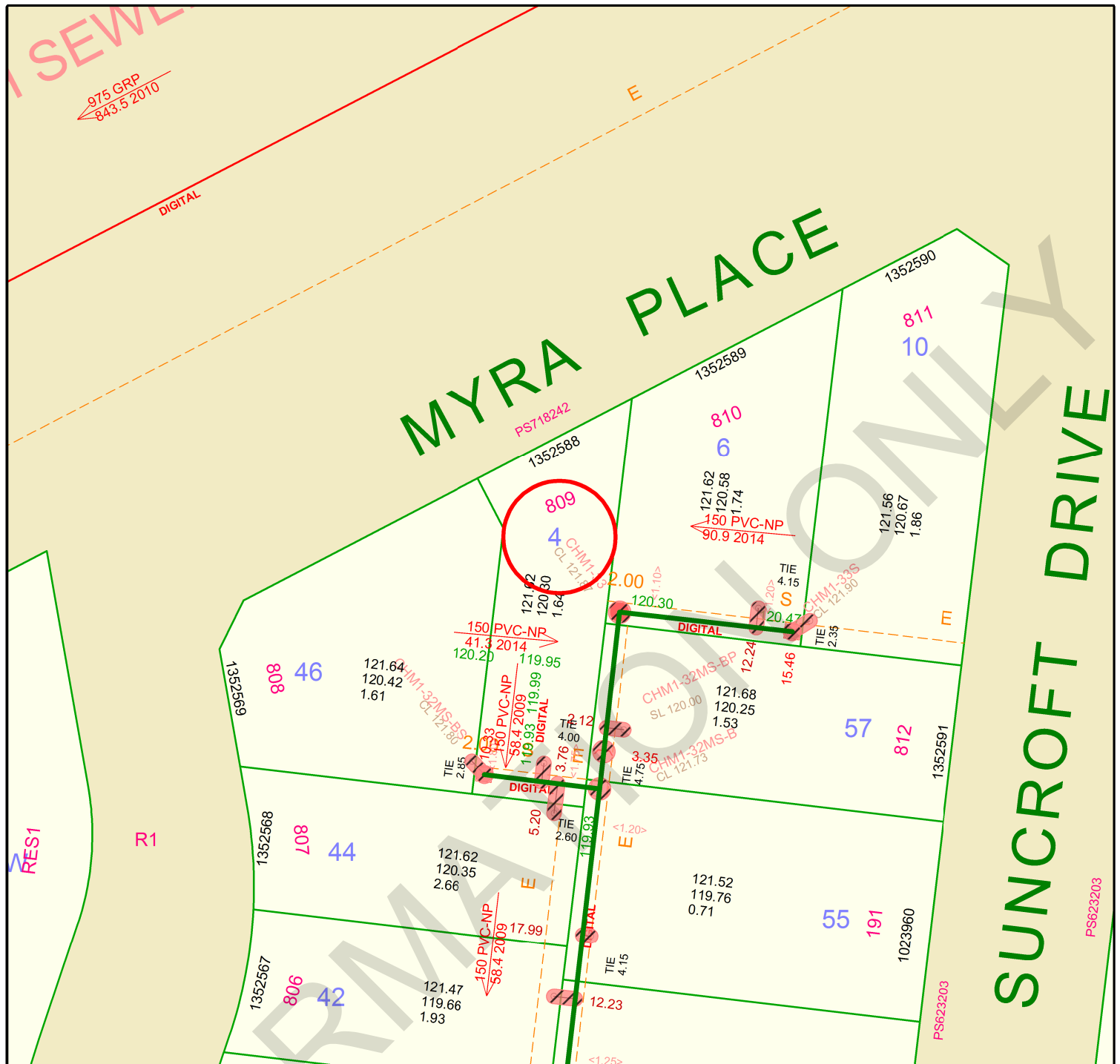
Abbreviation Pipe Material	
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCONCC	Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

## ASSET DETAILS



**Branch Size:** 100  
**Branch Material:** PVC-NP  
**Branch Depth (m):** 1.219  
**Branch Length(m)** 1.613

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.

YVW Ref: 5102754

























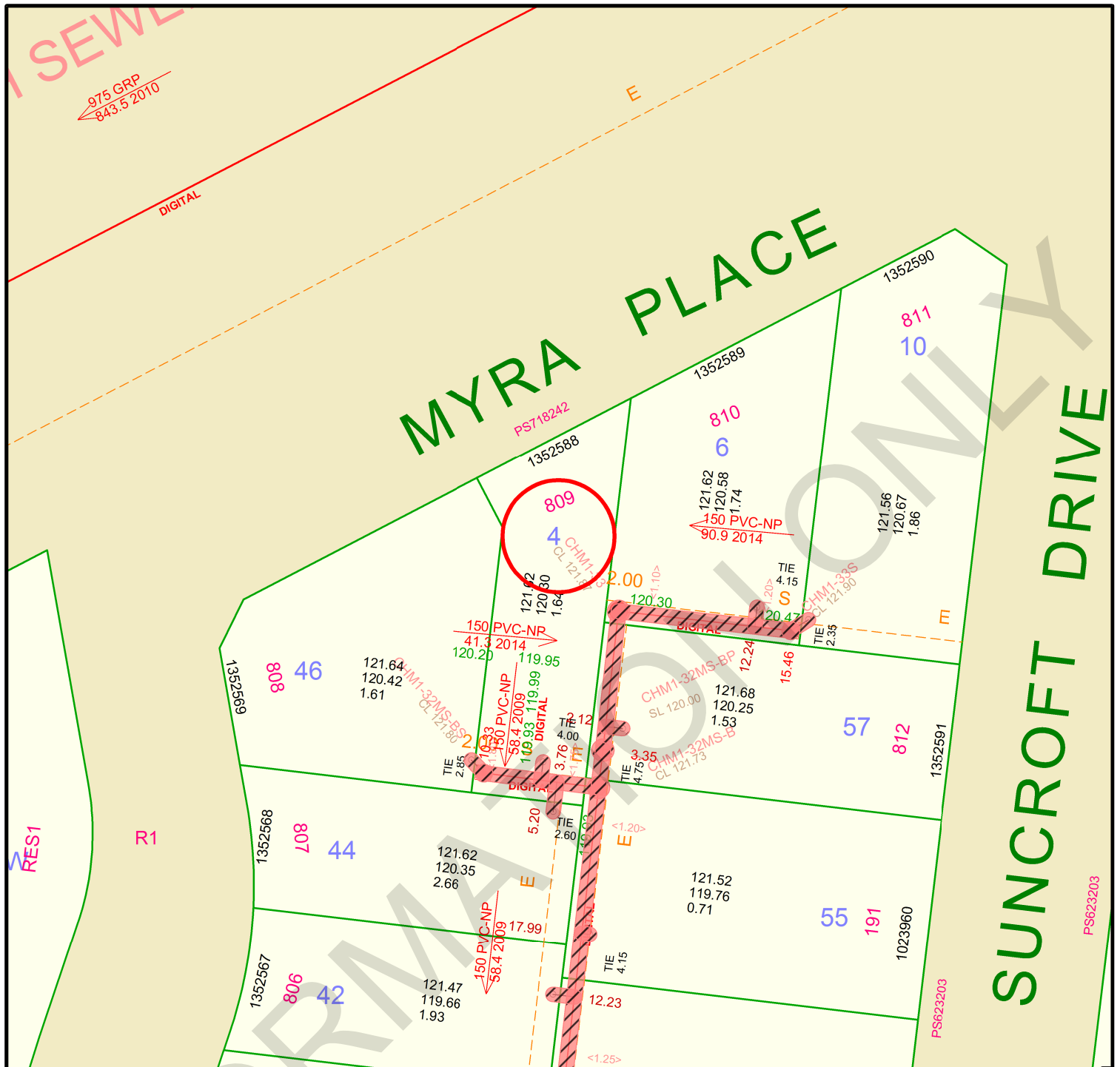
**Yarra Valley Water  
Buildover Plan  
Reference: Plan A  
General Structures**

<b>Address</b>	4 MYRA PLACE LALOR 3075		
<b>Date</b>	5/02/2015		
<b>Scale</b>	500		

Disclaimer: This Buildover Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

ABN 93 066 902 501

Existing Title		Circular Access Point		Offset Distance		<b>PLAN REFERENCE CONDITION</b>  Condition A  Condition B  Condition C	
Proposed Title		Junction		End of Pipe			
Access Point Number	SPS12-34	Gas Check Manhole		Maintenance Shaft		This plan and relevant clearances relate to your application and is to be read in conjunction with the approval letter it was issued with.  <b>YVW Ref: 157507</b>	
Sewer Pipe Flow		Square Manhole		Long Branch Reducer			
Abandoned Sewer		Rectangle Manhole		Pump Station			
Existing Sewer		Chambered Manhole		Ventilation			
Change of Grade		Inspection Shaft					



**Yarra Valley Water  
Buildover Plan  
Reference: Plan B  
Residences & Habitable  
Structures**

**Address** 4 MYRA PLACE LALOR 3075

**Date** 5/02/2015

**Scale** 500



**Yarra  
Valley  
Water**

Disclaimer: This Buildover Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

ABN 93 066 902 501

Existing Title



Circular Access Point



Offset Distance



Proposed Title



Junction



End of Pipe



Access Point Number



Gas Check Manhole



Maintenance Shaft



Sewer Pipe Flow



Square Manhole



Long Branch Reducer



Abandoned Sewer



Rectangle Manhole



Pump Station



Existing Sewer



Chambered Manhole



Ventilation



Change of Grade



Inspection Shaft



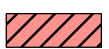
**PLAN REFERENCE CONDITION**



Condition A



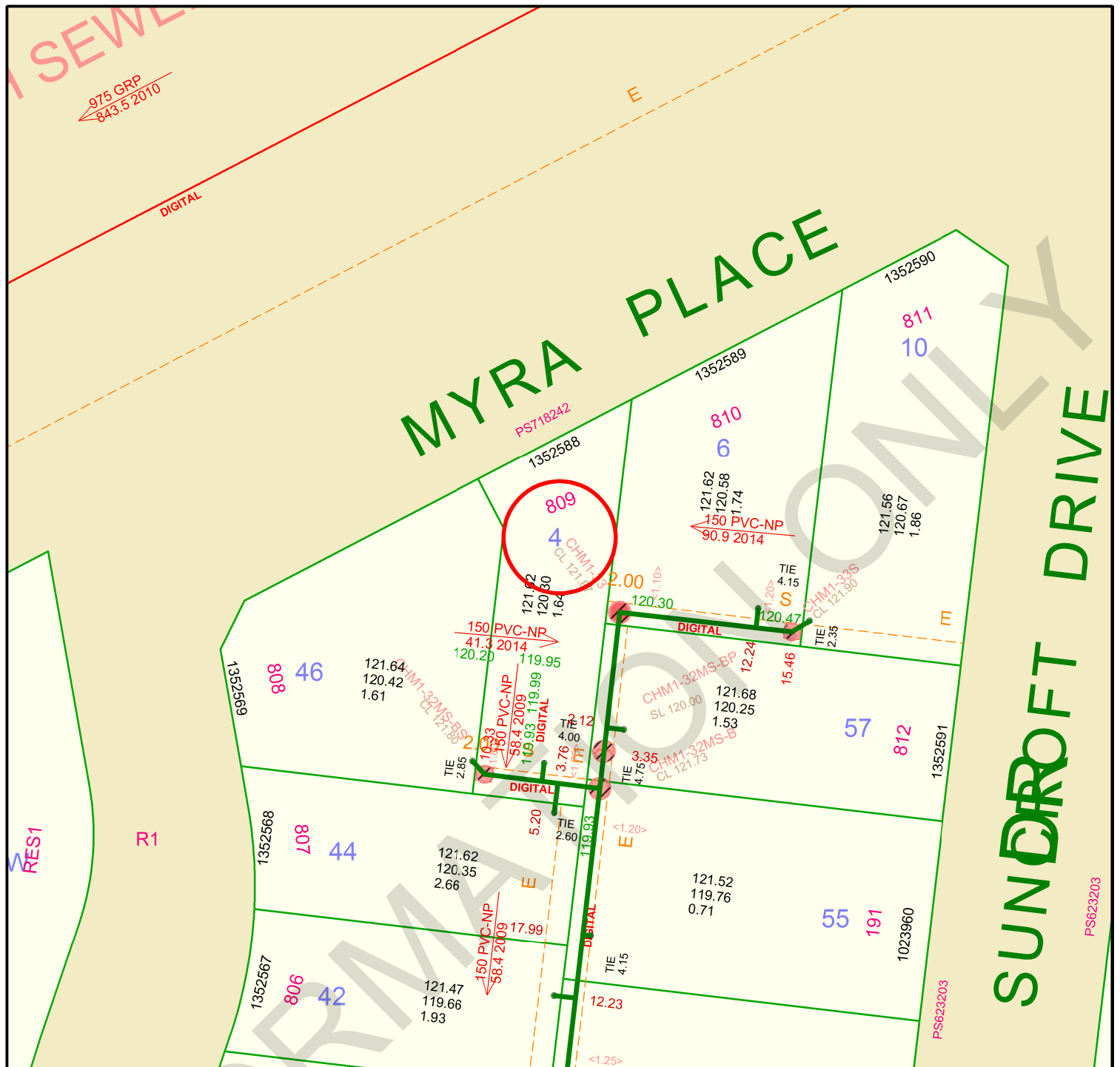
Condition B



Condition C

This plan and relevant clearances relate to your application and is to be read in conjunction with the approval letter it was issued with.

**YVW Ref: 157507**



**Yarra Valley Water  
Buildover Plan  
Reference: Plan D  
General Structures**

<b>Address</b>	4 MYRA PLACE LALOR 3075
<b>Date</b>	5/02/2015
<b>Scale</b>	500



Disclaimer: This Buildover Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

ABN 93 066 902 501

Existing Title	
Proposed Title	
Access Point Number	
Sewer Pipe Flow	
Abandoned Sewer	
Existing Sewer	
Change of Grade	

Circular Access Point	
Junction	
Gas Check Manhole	
Square Manhole	
Rectangle Manhole	
Chambered Manhole	
Inspection Shaft	

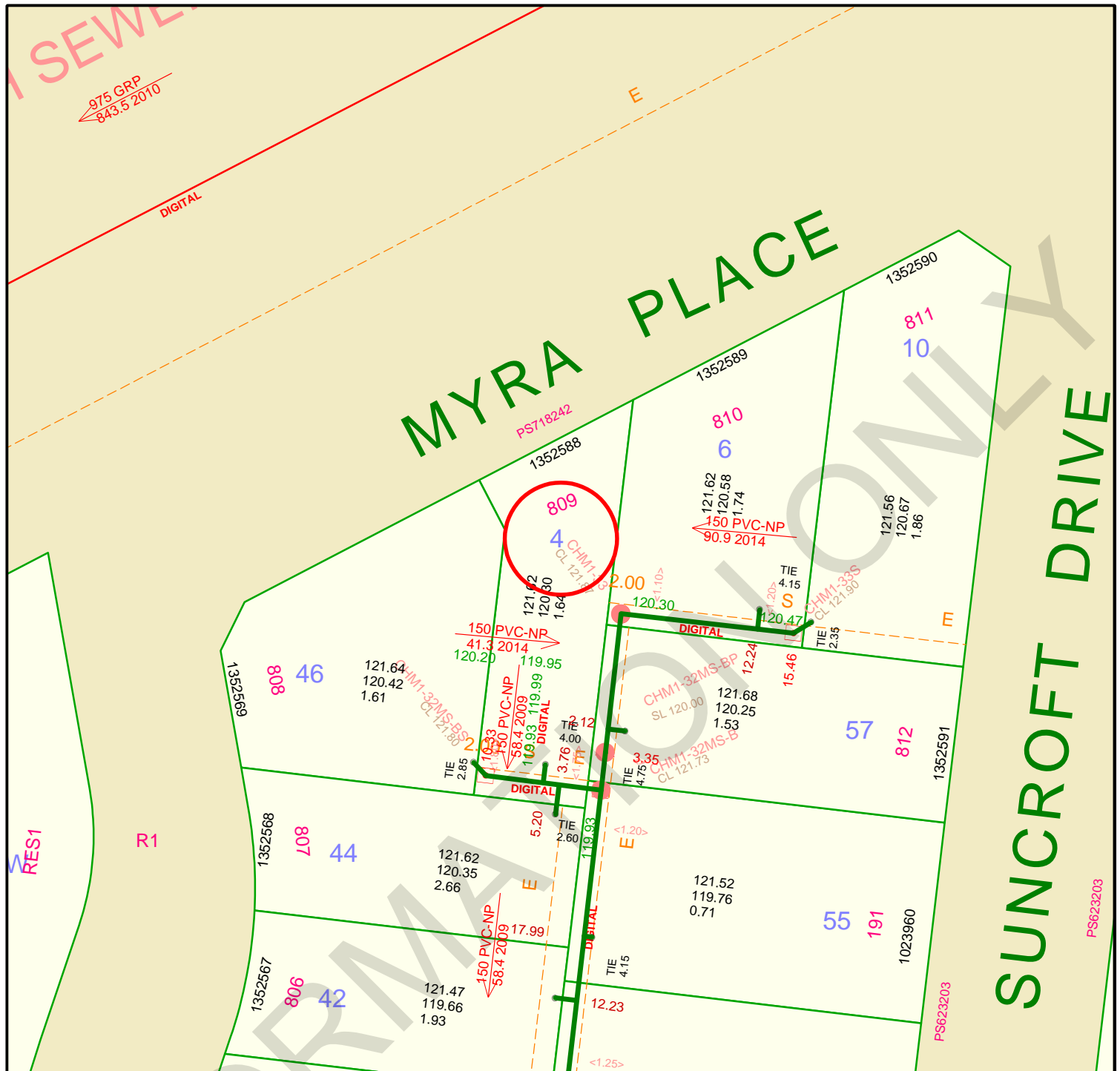
Offset Distance	
End of Pipe	
Maintenance Shaft	
Long Branch Reducer	
Pump Station	
Ventilation	

**PLAN REFERENCE CONDITION**

Condition A	Condition B	Condition C

This plan and relevant clearances relate to your application and is to be read in conjunction with the approval letter it was issued with.

**YVW Ref: 157507**



**Yarra Valley Water  
Buildover Plan  
Reference: Plan F  
Driveways and paving**

**Address** 4 MYRA PLACE LALOR 3075

<b>Date</b>	5/02/2015
<b>Scale</b>	500

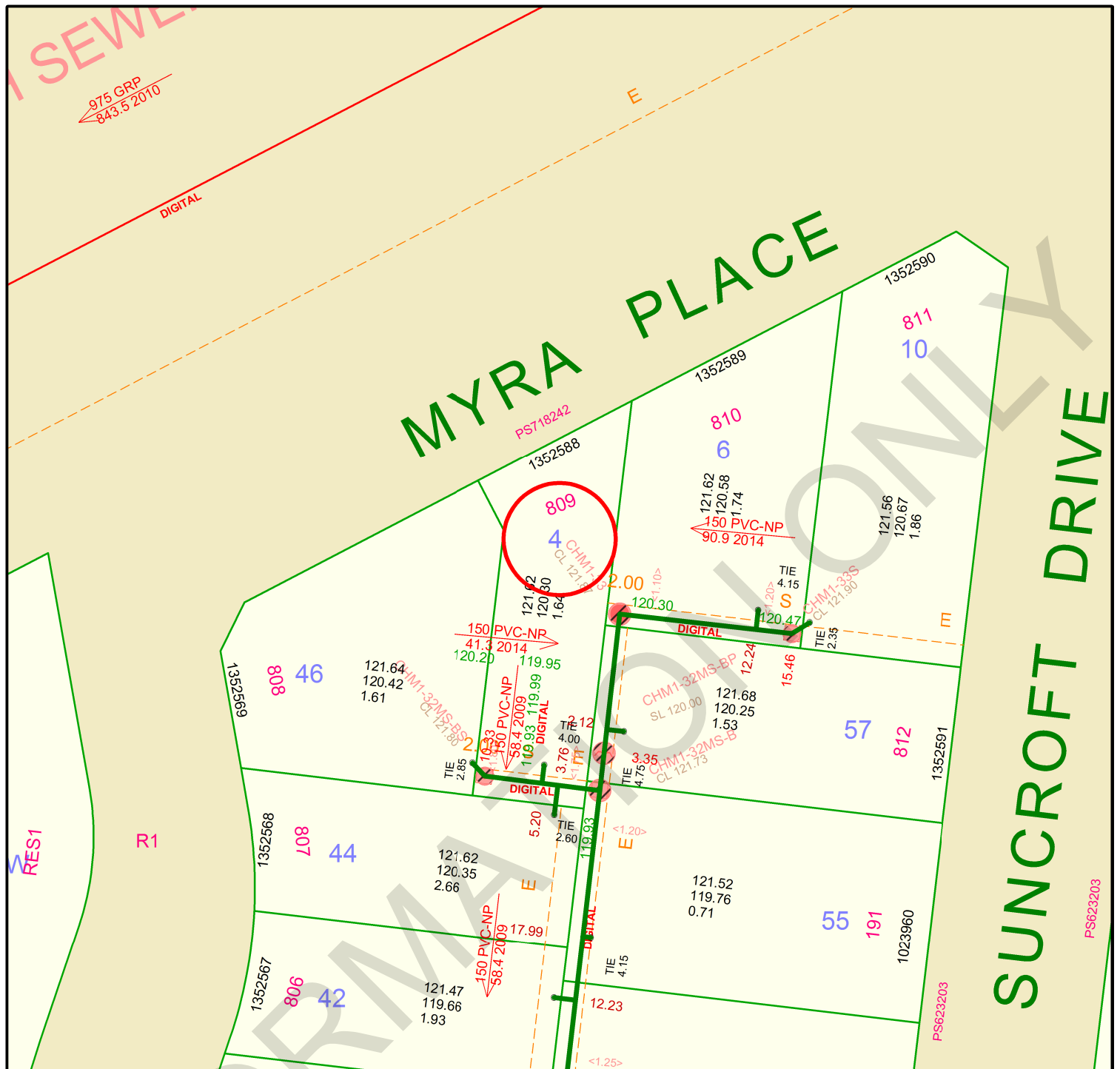


Disclaimer: This Buildover Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

ABN 93 066 902 501

Existing Title		Circular Access Point		Offset Distance		<b>PLAN REFERENCE CONDITION</b>	
Proposed Title		Junction		End of Pipe			
Access Point Number	SPS12-34	Gas Check Manhole		Maintenance Shaft			Condition A
Sewer Pipe Flow		Square Manhole		Long Branch Reducer			Condition B
Abandoned Sewer		Rectangle Manhole		Pump Station			Condition C
Existing Sewer		Chambered Manhole		Ventilation		This plan and relevant clearances relate to your application and is to be read in conjunction with the approval letter it was issued with.	
Change of Grade		Inspection Shaft					

**YVW Ref:** 157507



**Yarra Valley Water  
Buildover Plan  
Reference: Plan K  
Utilities and Property Drains**

**Address** 4 MYRA PLACE LALOR 3075

<b>Date</b>	5/02/2015
<b>Scale</b>	500



ABN 93 066 902 501

Disclaimer: This Buildover Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

Existing Title		Circular Access Point		Offset Distance		<b>PLAN REFERENCE CONDITION</b> Condition A     Condition B     Condition C  This plan and relevant clearances relate to your application and is to be read in conjunction with the approval letter it was issued with.  <b>YVW Ref: 157507</b>
Proposed Title		Junction		End of Pipe		
Access Point Number		Gas Check Manhole		Maintenance Shaft		
Sewer Pipe Flow		Square Manhole		Long Branch Reducer		
Abandoned Sewer		Rectangle Manhole		Pump Station		
Existing Sewer		Chambered Manhole		Ventilation		
Change of Grade		Inspection Shaft				

# Property Clearance Certificate

## Land Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference:	24/3111AJ
Certificate No:	80373663
Issue Date:	17 OCT 2024
Enquiries:	ESYSPROD

Land Address: 4 MYRA PLACE LALOR VIC 3075

Land Id	Lot	Plan	Volume	Folio	Tax Payable
41746235	809	718242	11536	25	\$0.00

Vendor: DANIELA LUISA PANETTA & STEFANO SACCHETTI  
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
EDMOND OYE BABATUNDE	2024	\$380,000	\$0.00	\$0.00	\$0.00


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

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	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:	\$600,000
SITE VALUE:	\$380,000
CURRENT LAND TAX CHARGE:	\$0.00



# Notes to Certificate - Land Tax

**Certificate No:** 80373663

## 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" 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 to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,590.00

Taxable Value = \$380,000

Calculated as \$1,350 plus ( \$380,000 - \$300,000) multiplied by 0.300 cents.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 80373663

### 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: 80373663

### Visa or Mastercard

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

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

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference:	24/3111AJ
Certificate No:	80373663
Issue Date:	17 OCT 2024
Enquires:	ESYSPROD

Land Address: 4 MYRA PLACE LALOR VIC 3075					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
41746235	809	718242	11536	25	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$600,000
SITE VALUE:	\$380,000
CURRENT CIPT CHARGE:	\$0.00



# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 80373663

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

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

## Commercial and industrial property tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on commercial and industrial property tax to a purchaser

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

## General information

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

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference:	24/3111AJ
Certificate No:	80373663
Issue Date:	17 OCT 2024

Land Address: 4 MYRA PLACE LALOR VIC 3075

Lot	Plan	Volume	Folio
809	718242	11536	25

Vendor: DANIELA LUISA PANETTA & STEFANO SACCHETTI

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.

CURRENT WINDFALL GAINS TAX CHARGE:  
\$0.00

Paul Broderick  
Commissioner of State Revenue



# Notes to Certificate - Windfall Gains Tax

Certificate No: 80373663

## 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

<p><b>BPAY</b></p> <p> Biller Code: 416073 Ref: 80373665</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p> <p> Ref: 80373665</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
--	--	--

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Melbourne Real Estate Conveyancing C/- InfoTrack (LEAP)  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 396012

NO PROPOSALS. As at the 17th October 2024, 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®.

4 MYRA PLACE, LALOR 3075  
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: 17th October 2024

Telephone enquiries regarding content of certificate: 13 11 71

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1079857

## APPLICANT'S NAME & ADDRESS

MELBOURNE REAL ESTATE CONVEYANCING C/-  
INFOTRACK (LEAP) C/- LANDATA  
DOCKLANDS

## VENDOR

SACCHETTI, STEFANO

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

396012

This certificate is issued for:

LOT 809 PLAN PS718242 ALSO KNOWN AS 4 MYRA PLACE LALOR  
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 9
- and a DEVELOPMENT PLAN OVERLAY - SCHEDULE 20

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

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

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

17 October 2024

**Sonya Kilkeny**  
Minister for Planning

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

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

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

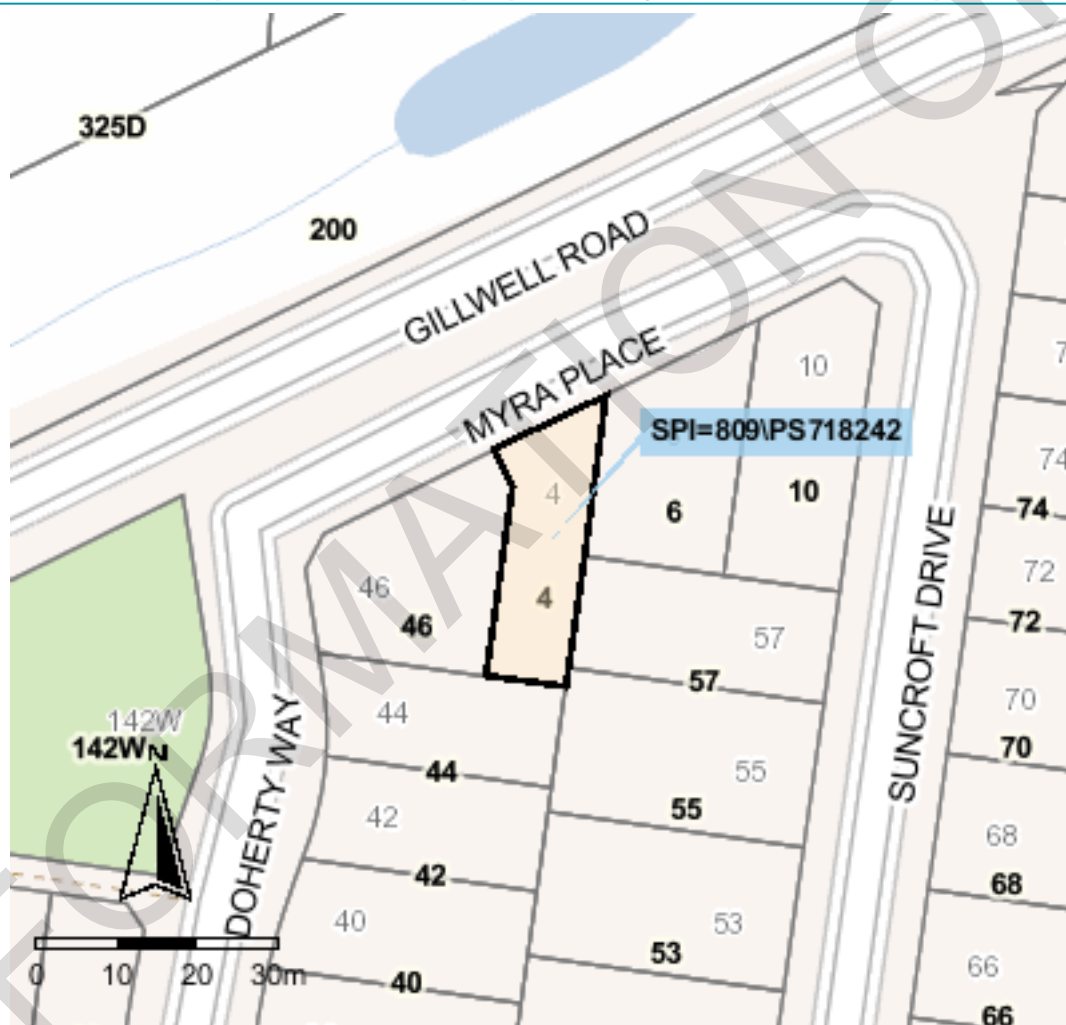
LANDATA®  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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

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

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

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



Copyright © State Government of Victoria. Service provided by [maps.land.vic.gov.au](http://maps.land.vic.gov.au)

### Choose the authoritative Planning Certificate

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

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

### Privacy Statement

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

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 30 October 2024 04:43 PM

## PROPERTY DETAILS

Address: **4 MYRA PLACE LALOR 3075**  
Lot and Plan Number: **Lot 809 PS718242**  
Standard Parcel Identifier (SPI): **809\PS718242**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **911867**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 8 F1**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

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

## OTHER

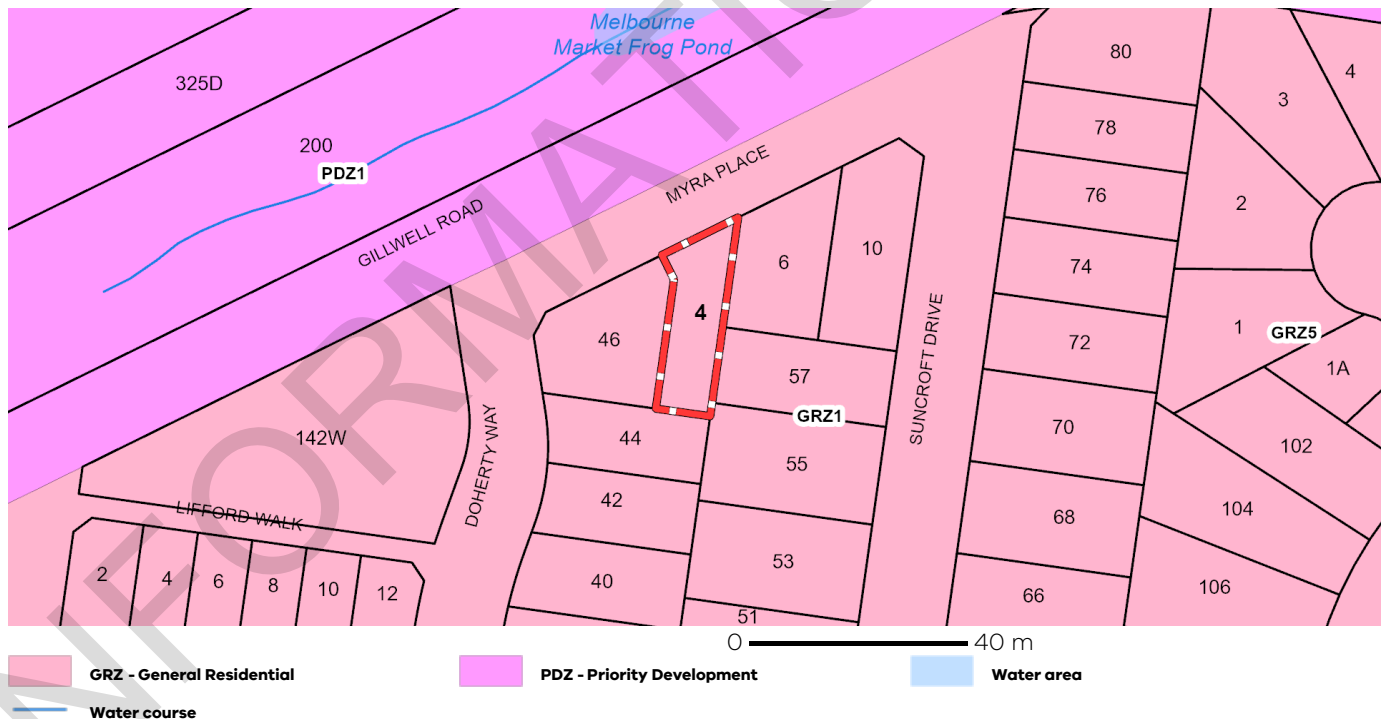
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

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

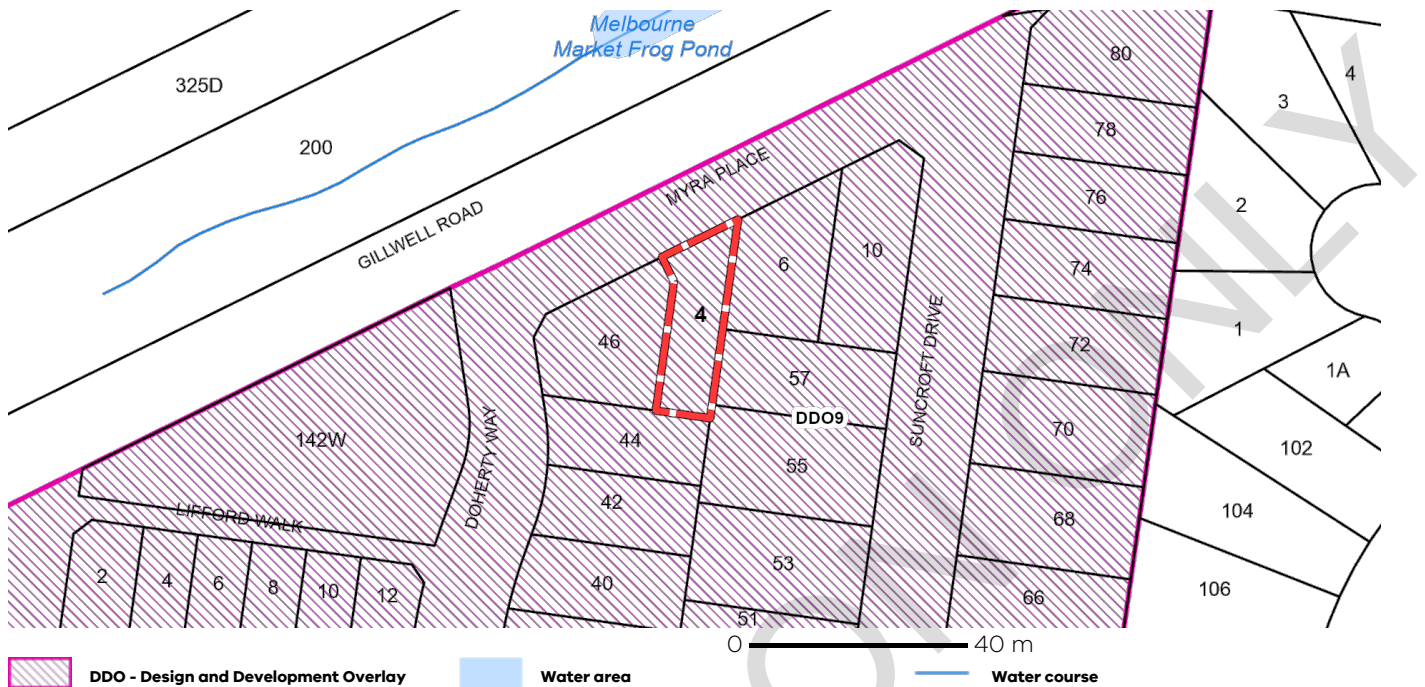


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

## Planning Overlays

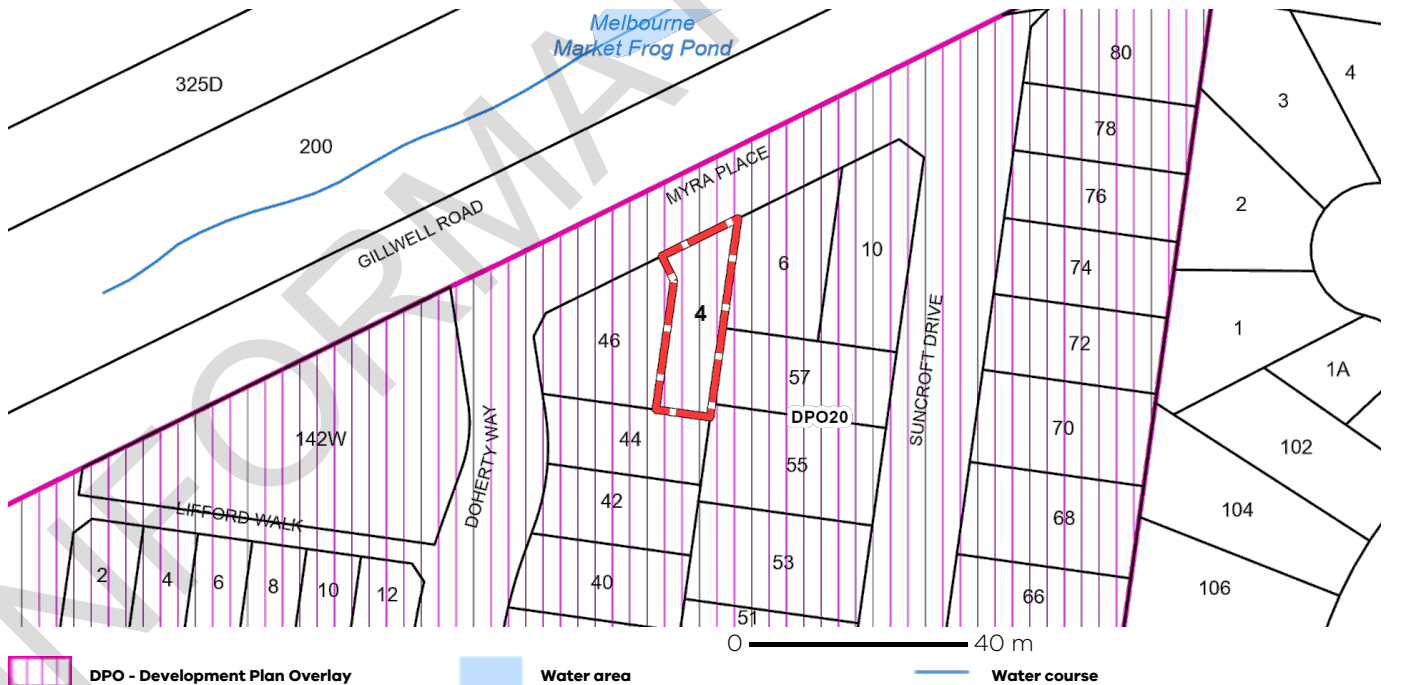
[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 9 \(DDO9\)](#)



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

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 20 \(DPO20\)](#)



## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)



## Further Planning Information

Planning scheme data last updated on 24 October 2024.

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

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

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

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

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

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

# PROPERTY REPORT

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 30 October 2024 04:42 PM

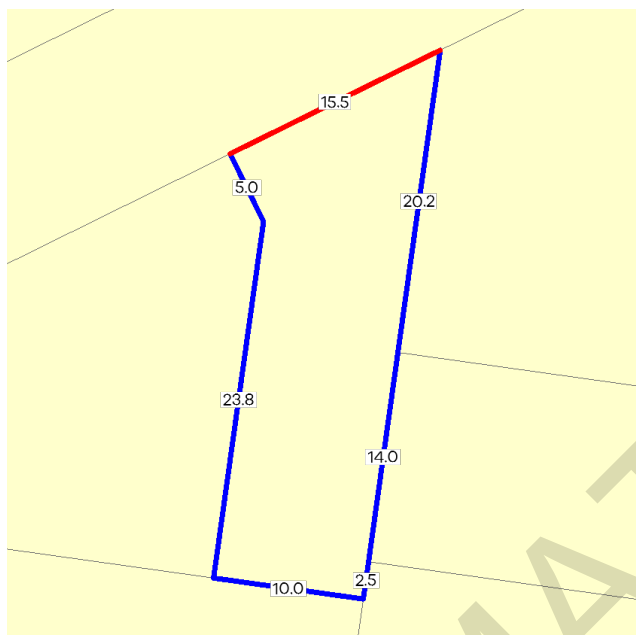
## PROPERTY DETAILS

Address: **4 MYRA PLACE LALOR 3075**  
Lot and Plan Number: **Lot 809 PS718242**  
Standard Parcel Identifier (SPI): **809\PS718242**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **911867**  
Directory Reference: **Melway 8 F1**

[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:** 341 sq. m

**Perimeter:** 91 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

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

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

## Area Map



DATED

2024

**STEFANO SACCHETTI AND DANIELA LUISA PANETTA**

---

**CONTRACT OF SALE OF REAL ESTATE**

---

**Property: 4 MYRA PLACE LALOR VIC 3075**

**MELBOURNE REAL ESTATE CONVEYANCING PTY LTD**

Licensed Conveyancer

954 High Street Reservoir Vic 3073

Tel: 9464 6732

Ref: AJ:24/3111AJ