

## WARNING TO ESTATE AGENTS

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

# Contract of Sale of Real Estate\*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

**Property address**                      **20 ERBA STREET, WOLLERT VIC 3750**

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of 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 names(s) of person(s) signing:** .....

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

This offer will lapse unless accepted within [                      ] clear business days (3 clear business days if none specified)

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

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

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

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 or within 3 clear business days **before or after** a publicly advertised auction;
- 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

Name:	Harcourts Rata & Co		
Address:			
Email:	sold@rataandco.com.au		
Tel:		Mob:	Fax:
			Ref: Sherry Singh

#### Vendor

Name:	REZA FAILI
Address:	
ABN/ACN:	
Email:	

#### Vendor's legal practitioner or conveyancer

Name:	National Conveyancing Group		
Address:	32 Ravenhall Way, Ravenhall VIC 3023 PO Box 3334, Caroline Springs VIC 3023		
Email:	manpreet@nationalconveyancinggroup.com.au		
Tel:	0432 605 070	Fax:	DX:
			Ref: NS:951

#### Purchaser

Name:	
Address:	
ABN/ACN:	
Email:	

#### Purchaser's legal practitioner or conveyancer

Name:			
Address:			
Email:			
Tel:		Fax:	DX:
			Ref:

#### Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	12513	Folio	151	428	PS 819382S

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: 20 Erba Street, Wollert VIC 3750

**Goods sold with the land** (general condition 2.3(f)) (list or attach schedule)

All fixed floor coverings, fixtures and fittings of a permanent nature as inspected.

**Payment** (general condition 11)

Price \$

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

Balance \$ payable at settlement

**GST** (general condition 13)

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

If this 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

**Margin Scheme**

**Settlement** (general condition 10)**is due on**

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

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

**Lease** (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

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

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

☐ \*residential tenancy agreement for a fixed term ending on

OR

☐ \*periodic residential tenancy agreement determinable by notice

OR

☐ \*lease for a term ending on with options to renew, each of years.

**Terms contract** (general condition 23)

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

**Loan** (general condition 14)-**NOT APPLICABLE AT AUCTION**

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

Lender:

Loan amount:

Approval date:

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

**special conditions**

## Special Conditions

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

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

### Special condition 1 – 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.

### \*Special condition 1B – Foreign resident capital gains withholding

\*This special condition applies to contracts entered into on or after 1 July 2016.

- 1B.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise.
- 1B.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the 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.
- 1B.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 \$2 million 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).
- 1B.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.
- 1B.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
  - (b) ensure that the representative does so.
- 1B.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 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.
- 1B.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.
- 1B.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.
- 1B.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.
- 1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## Special Conditions – cont.

### Special condition 2 – Electronic Conveyancing

EC
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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"

- 2.1 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*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 2 ceases to apply from when such a notice is given.
- 2.3 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*.
- 2.4 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.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 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.
- 2.7 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 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 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.
- 2.10 The vendor must, at least 7 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.

### 3. PURCHASER'S GENERAL ACKNOWLEDGMENTS

The Purchaser/s acknowledges that they have inspected the property and chattels prior to the day of sale. They agree that they are purchasing and will accept delivery of the property and chattels in their present condition and shall make no claim in relation to the condition of the property and chattels and will indemnify and keep indemnified the vendor for any claim arising out of the property or the chattels. The vendor has no way of knowing of any factors at any time prior to his acquisition of the property and makes no warranties nor representations as to any matter not personally known to him

### 4. Planning and Restrictions

The purchaser buys subject to any restriction imposed as to the use under any order, plan, Town Planning Acts or Schemes, permit, overlay, regulation or by-law contained in or made pursuant to the provision of any legislation or requirement made by any authority to control or restrict the use of land. Any such restriction shall not affect the validity of this contract nor shall they constitute a defect. No such restriction shall constitute a defect in the Vendor's title and the purchaser shall not be entitled to any compensation from the Vendor in respect thereof. Any warranties or representations with respect to the use of the said land or any part thereof are hereby expressly excluded and negated.

### 5. Entire Agreement and No representations

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

The Purchaser agrees that he is not relying upon any representation made by or on behalf of the Vendor to the purchaser or a representative of the Purchaser and that the Purchaser is relying upon his own enquiries made before signing this contract.

## **6. Building and Goods**

6.1 The Purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquiries of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the Vendor or his consultants or any agents or servants notwithstanding anything to the contrary herein contained or bylaw otherwise provided or implied and it is agreed that the Purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures.

6.2 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 and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the Vendors Title and the Purchaser shall not claim any compensation whatsoever from the Vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors.

6.3 The Purchaser/s acknowledges that they has inspected the property and chattels prior to the day of sale. They agree that they are purchasing and will accept delivery of the property and chattels in their present condition and shall make no claim in relation to the condition of the property and chattels and will indemnify and keep indemnified the vendor for any claim arising out of the property or the chattels.

## **7. Deposit**

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

## **8. Auction**

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

## **9. Guarantee**

If a company purchases the property:

- (a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- (b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

## **10. FIRB Approval**

If the named purchaser or the nominated purchaser is a foreign person within the meaning of the *Foreign Acquisitions*

*and Takeovers Act 1975* (as adopted and amended from time to time) then the purchaser warrants to the vendor that they have received approval from the Foreign Investment Review Board of the Commonwealth of Australia (FIRB Approval) and shall be deemed to be in default under this Contract unless a copy of the FIRB Approval letter is provided for the named purchaser and/or the nominated purchaser on the earlier of seven days from the date of sale or within seven days from the date the contract becomes unconditional or simultaneously with the Nomination Form (whichever is the earlier date). The named purchaser and or the nominated purchaser hereby warrant that they will comply with this special condition and all of their obligations to obtain approval to acquire the land hereby sold, as required by law and shall indemnify and keep indemnified the vendor for any loss and damages including consequential loss, and costs and expenses incurred by the vendor as a result of the vendor having relied on this warranty when entering into this contract. The Vendor shall retain an equitable interest in the land hereby sold until all loss and damages including consequential loss, and costs and expenses incurred by the vendor are paid by the party that breached this special condition.

## **11. Nomination**

General Condition 18 is replaced with the following:

If the named Purchaser chooses to nominate a substitute or additional purchaser the named Purchaser shall remain personally liable for the due performance and observance of all the named Purchaser's obligations under this contract and it shall be a condition precedent to such nominations that:

- (a) The Purchasers representative shall not submit any nomination documents to the Vendors representative where the nominated Purchaser is still required to seek approval from the Foreign Investment Review Board (FIRB);
- (b) The named Purchaser shall have the substituted purchaser sign an approved Nomination Form and provide the executed form to the Vendor's representative - at least 14 days before settlement;
- (c) If the nominated purchaser or one or more of them is an incorporated body, then the nominated Purchaser shall deliver a personal guarantee to the Vendor's representative signed by all the directors of the said incorporated body;
- (d) The nominated purchaser acknowledges that the vendor will incur additional conveyancing costs due to the Purchaser's nomination as the Vendor's Conveyancer will be required to (among other tasks) check the validity of the nomination, update their system records and re prepare the notices of disposition. The Nominee therefore agrees to pay the Vendors Representatives legal costs for administration in the sum of \$250.00 by way of adjustment at Settlement.

## **12 . Default Interest & Costs Payable**

a) General Condition 26 is amended by inserting 6% instead of 2%.

The said interest shall be calculated from the due date herein provided for the payment of the said money until such money is paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing.

b) The purchaser hereby agrees that reasonable costs of each default is the sum of \$990.00 including GST, payable to the vendor's representative.

c) Should settlement be rescheduled after all parties have accepted a scheduled booking on the same day, the purchaser further acknowledges to pay \$330.00 including GST for each rescheduled settlement at settlement should the fault be of their own, bank or representative payable to the vendors representative.

## **13. Identity**

The Purchaser admits that the Land as offered for sale and inspected by the Purchaser is identical to that described in the Title particulars in the Vendors Statement herewith. The Purchaser agrees not to make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in the area or measurements or call upon the Vendor to amend title or bear all or any part of the cost of doing so.

## **14. Breach**

General Condition 25 is amended by adding the following new paragraph at the end of the condition. 'The purchaser acknowledges that the following items constitute a reasonable foreseeable loss', the Vendor will or may suffer the following losses and expenses which the Purchaser would be required to pay in addition:

a) Expenses payable by the Vendor under any existing loans secured over the property or other property of the vendor associated with this settlement including interest payable by the vendor.

b) The vendor's legal costs and additional conveyancing expenses incurred due to the breach; including the cost of issuing any Default Notice prepared and served on the Purchaser agreed at a sum of \$990.00 including GST to the vendor's representative, per service.

c) All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance;

d) Legal costs and expenses as between the Vendor and its Solicitor and/or conveyancer;

e) Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase;

f) Accommodation and removalist expenses that are additionally incurred as a result of the Purchaser's delay with settlement.

## **15. Notice**

General Condition 21 is replaced with the following:

21.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is made before the day of sale and does not relate to periodic outgoings.

21.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

21.3 The purchaser may enter the property to comply with the responsibility where action is required before settlement, at the vendors discretion.

## **19. Non payment of the whole or part of the deposit**

The failure to pay the deposit or any part thereof on the due date shall be a fundamental breach of the contract.

Furthermore the contract may be immediately terminated by the vendor at his option. If the contract is terminated, the deposit paid is forfeited to the vendor.

General Condition 27 shall not apply where the deposit or part of the deposit is not paid when it is due.

## **20. Swimming Pools and Smoke Alarms**

20.1 The Vendor makes no representation and accepts no responsibility concerning compliance of swimming pools or spas with the minimum standards of the Building Regulations 1994. The purchaser is advised that Regulation 5.13 requires that pools or spas have barriers installed to restrict access by some children to the swimming pool, within 30 days if the date of completion of the Contract, or, in the case of a terms contract, after the purchaser becomes entitled to possession or to the receipt of rents and profits.

20.2 The Vendor makes no representations and accepts no responsibility concerning compliance with the Building Regulations 1994 requirement for smoke alarms. The purchaser is advised that Regulation 5.14 of the Building Regulations 1994 requires that all dwelling and or units be fitted with self-contained smoke alarms within 30 days of settlement.

## **21. Building report- NOT APPLICABLE AT AUCTION**

21.1 The purchaser may end this contract within 7 days from the day of sale if the purchaser:

(a) obtains a written report from a registered building practitioner 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 in then in default.

21.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.

21.3 A notice under this special 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.

21.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## **22. Pest report- NOT APPLICABLE AT AUCTION**

22.1 The purchaser may end this contract within 7 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;
- b) gives the vendor a copy of the report and a written notice ending this contract; and
- c) is not in then in default.

22.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.

22.3 A notice under this special 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.

22.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

## **23. Finance: NOT APPLICABLE AT AUCTION**

If this contract is subject to finance, the purchaser must provide the Vendor's Legal Representative with written notice as to whether the Purchaser's finance application has or has not been unconditionally approved. Where a purchaser's application for finance has not been approved, the Purchaser may end this contract by notice in writing and must provide a letter from an Authorized Banking Institution stating the decline has been issued. General Condition 14.2(c) does not apply to this contract.

If the Purchaser fails to notify the vendor as required, or if further extensions are not granted by the Vendor, the Vendor may terminate the Contract. A letter from mortgage broker/mobile lender is not sufficient in this regard.

24. If settlement is rescheduled due to the Purchaser, the Purchaser shall pay the Vendor's Conveyancer an amount of \$330 Inc GST for each and every rescheduled settlement, such additional amount or amounts to be paid at the rescheduled settlement.

25. Adjustments- Adjustment must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 3 business days prior to the due date of settlement and any failure to do so , will cause the Purchasers to pay administration fee to the Vendors representative of \$220 for the delay in receiving Statement of Adjustments.

## **26. OFFICE CLOSURE**

The Vendor's conveyancer's office will be closing for the 2024/2025 Christmas Period.

Should the due date for settlement as stipulated in the Particulars of Sale fall between 21 December 2024 and 10 January 2025 (inclusive), this Special Condition shall prevail and have the effect of altering the due date for settlement to read 13 January 2025. Neither party shall have any recourse against the other or shall be entitled to make any claim, requisition or request for compensation should the due date for settlement be required to be changed to 13 January 2025.

Furthermore, should the due date for any special conditions, including but not limited to purchaser's loan approval, building and pest inspections and/or representative review of the contract (or any extensions thereto), fall between 21 December 2024 and 10 January 2025 (inclusive), this Special Condition shall prevail and have the effect of altering the due date for such condition to read 13 January 2025. Neither party shall have any recourse against the other or shall be entitled to make any claim, requisition or request for compensation should the due date for conditions/approvals be required to be changed to 13 January 2025.



# CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

## TITLE

### 1. Encumbrances

- 1.1 The purchaser buys the property subject to:
  - (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
  - (b) any reservations in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'Section 32 Statement' means a statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of part II of that Act.

### 2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 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 lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 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 affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act.
- 2.6 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**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

### 3. Identity of the land

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

### 4. Services

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

### 5. Consents

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

### 6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

- 7. Release of security interest**
- 7.1** 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.
- 7.2** 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 7.4, 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.
- 7.3** If the purchaser is given the details of the vendor's date of birth under condition 7.2, 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.
- 7.4** 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.
- 7.5** 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 any 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.
- 7.6** 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 7.5 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.
- 7.7** A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8** A release for the purposes of general condition 7.4(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.
- 7.9** If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10** In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11** The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12** 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 7.11.
- 7.13** If settlement is delayed under general condition 7.12, 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.
- 7.14** 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.
- 7.15** 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.
- 8. Builder warranty insurance**
- The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendors possession relating to the property if requested in writing to do so at least 21 days before settlement.
- 9. General law land**
- 9.1** This condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2** 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.
- 9.3** The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4** 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.
- 9.5** 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.
- 9.6** If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7** General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

## MONEY

### 10. Settlement

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

### 11. Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent or legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
  - (b) cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred

### 12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the 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 do 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.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

### 13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
  - (b) 'GST' includes penalties and interest.

### 14. Loan

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

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

**15. Adjustments**

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

**TRANSACTIONAL**

**16. Time**

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

**17. Service**

- 17.1 Any document sent by
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) email is taken to have been served at the time of receipt within the meaning of Section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer -
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
  - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by any party, whether the expression 'give' or 'serve' or any other expression is used.

**18. Nominee**

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

**19. Liability of signatory**

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

**20. Guarantee**

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

**21. Notices**

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

**22. Inspection**

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

**23. Terms contract**

- 23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 23.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
  - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

**24. Loss or damage before settlement**

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

**25. Breach**

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

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

**DEFAULT**

**26. Interest**

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

**27. Default notice**

- 27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 27.2 The default notice must:
  - (a) specify the particulars of the default; and
  - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of notice being given
    - (i) the default is remedied; and
    - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

**28. Default not remedied**

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
  - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
  - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

## GUARANTEE and INDEMNITY

I/We, ..... of .....

and ..... of .....

being the **Sole Director / Directors** of ..... ACN .....  
(called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

this ..... day of ..... 20.....

SIGNED SEALED AND DELIVERED by the said )

Print Name..... )

in the presence of: )

Witness..... )

Director (Sign)

SIGNED SEALED AND DELIVERED by the said )

Print Name..... )

in the presence of: )

Witness..... )

Director (Sign)

# **SECTION 32**

# **STATEMENT**

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

<b>Vendor:</b>	REZA FAILI
<b>Property:</b>	20 Erba Street, Wollert VIC 3750

## **VENDORS REPRESENTATIVE**

National Conveyancing Group  
32 Ravenhall Way, Ravenhall VIC 3023  
PO Box 3334  
CAROLINE SPRINGS VIC 3023  
Tel: 0432 605 070  
Email: manpreet@nationalconveyancinggroup.com.au

Ref: NS:951

SECTION 32 STATEMENT  
20 Erba Street, Wollert VIC 3750

**32A FINANCIAL MATTERS**

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

**Their total does not exceed \$6000.00**

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the Vendors knowledge

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

**32B INSURANCE**

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

**32C LAND USE**

(a) **RESTRICTIONS**

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

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

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

(b) **BUSHFIRE**

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) **ROAD ACCESS**

There is access to the Property by Road.



SECTION 32 STATEMENT  
20 Erba Street, Wollert VIC 3750

(d) PLANNING

Planning Scheme: Whittlesea Planning Scheme  
Responsible Authority: Whittlesea City Council  
Zoning: See attached certificate  
Planning Overlay/s: See attached certificate

**32D NOTICES**

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

**32E BUILDING PERMITS**

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

Is contained in the attached Certificate/s.

**32F OWNERS CORPORATION**

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

**32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

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

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

**32H SERVICES**

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

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

SECTION 32 STATEMENT  
20 Erba Street, Wollert VIC 3750

**32I    TITLE**

Attached are the following document/s concerning Title:

A copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

**ATTACHMENTS**

Attached to this Section 32 Statement please find:-

- All documents noted as attached within this Section 32 Statement
- **Due Diligence** Checklist

**DATE OF THIS STATEMENT**

/  /20

**Name of the Vendor**

**REZA FAILI**

**Signature/s of the Vendor**

x

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

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

**DATE OF THIS ACKNOWLEDGMENT**

/  /20

**Name of the Purchaser**

**Signature/s of the Purchaser**

x

# Due Diligence Checklist

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

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

INFORMATION ONLY

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

Page 1 of 1

VOLUME 12513 FOLIO 151

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### LAND DESCRIPTION

Lot 428 on Plan of Subdivision 819382S.  
PARENT TITLE Volume 12444 Folio 155  
Created by instrument PS819382S 10/11/2023

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
REZA FAILI of 33 ANTHONY AVENUE DONCASTER VIC 3108  
AY120456E 20/06/2024

### ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS819382S 10/11/2023

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  
AW059457J 13/09/2022

### DIAGRAM LOCATION

SEE PS819382S FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 20 ERBA STREET WOLLERT VIC 3750

### ADMINISTRATIVE NOTICES

NIL

eCT Control 17324B SB SOLICITORS  
Effective from 20/06/2024

DOCUMENT END

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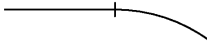

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Document Type	<b>Plan</b>
Document Identification	<b>PS819382S</b>
Number of Pages (excluding this cover sheet)	<b>8</b>
Document Assembled	<b>18/11/2024 12:16</b>

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<b>PLAN OF SUBDIVISION</b>			<b>EDITION 1</b>	<b>PS 819382S</b>	
<b>LOCATION OF LAND</b>  <b>PARISH:</b> WOLLERT <b>TOWNSHIP:</b> <b>SECTION:</b> 17 <b>CROWN ALLOTMENT:</b> <b>CROWN PORTION:</b> 2 (PART) <b>TITLE REFERENCE:</b> VOL 12444 FOL 155  <b>LAST PLAN REFERENCE:</b> LOT E ON PS810970X <b>POSTAL ADDRESS:</b> 260 CRAIGIEBURN ROAD <small>(at time of subdivision)</small> WOLLERT VIC 3750  <b>MGA CO-ORDINATES:</b> E: 323 700      ZONE:55 <small>(of approx centre of land in plan)</small> N: 5 836 750			Council Name: Whittlesea City Council  Council Reference Number: PLN-39001 Planning Permit Reference: 716763 SPEAR Reference Number: S195535P  <b>Certification</b>  This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6 of the Subdivision Act 1988: 30/01/2023  <b>Statement of Compliance</b>  This is a statement of compliance issued under section 21 of the Subdivision Act 1988  Public Open Space  A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied  Digitally signed by: Angela Cuschieri for Whittlesea City Council on 25/10/2023		
<b>VESTING OF ROADS AND/OR RESERVES</b>			<b>NOTATIONS</b>		
IDENTIFIER	COUNCIL/BODY/PERSON		LOTS 1 TO 400 & A TO E & G (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN  EASEMENT E-3 HAS BEEN OMITTED FROM THIS PLAN  AREA OF LAND SUBDIVIDED (EXCLUDING BALANCE LOTS F, H & J) - 3.533ha  TANGENT POINTS ARE SHOWN THUS: 		
ROAD R1	WHITTLESEA CITY COUNCIL				
<b>NOTATIONS</b>					
DEPTH LIMITATION DOES NOT APPLY					
<b>SURVEY:</b> This plan is based on survey.  <b>STAGING:</b> This is not a staged subdivision.			<b>WARNING:</b> The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958		
<b>EASEMENT INFORMATION</b>					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
			SEE SHEET 2		
STONEFIELDS - 4			LICENSED SURVEYOR: ANDREW J. REAY		
60 LOTS & BALANCE LOTS F, H & J					
 <b>Lyssna Group Pty Ltd</b> <small>ABN 16 616 611 191</small> Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia <small>LyssnaGroup.com</small>			DATE: 28/04/23	REFERENCE: AA0037	ORIGINAL SHEET SIZE: A3 SHEET 1 OF 8
			DRAWING: SU04AH	DRAWN BY: MI	
			Digitally signed by: Andrew Reay, Licensed Surveyor, Surveyor's Plan Version (H), 28/04/2023, SPEAR Ref: S195535P		
			<b>PLAN REGISTERED</b> TIME: 9:32 AM DATE: 10/11/2023 R. Rusan Assistant Registrar of Titles		



## PLAN OF SUBDIVISION

PS 819382S

## EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	TRANSMISSION OF ELECTRICITY	SEE DIAG.	E186571	STATE ELECTRICITY COMMISSION OF VICTORIA
E-2	DRAINAGE SEWERAGE	3 3	PS810966N PS810966N	WHITTLESEA CITY COUNCIL YARRA VALLEY WATER CORPORATION
E-4	DRAINAGE SEWERAGE	SEE DIAG. SEE DIAG.	PS810970X PS810970X	WHITTLESEA CITY COUNCIL YARRA VALLEY WATER CORPORATION
E-5	SEWERAGE	SEE DIAG.	PS810970X	YARRA VALLEY WATER CORPORATION
E-6	DRAINAGE SEWERAGE	3 3	THIS PLAN THIS PLAN	WHITTLESEA CITY COUNCIL YARRA VALLEY WATER CORPORATION
E-7	SEWERAGE	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER CORPORATION

STONEFIELDS - 4

LICENSED SURVEYOR: ANDREW J. REAY



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 ABN 18 616 811 191  
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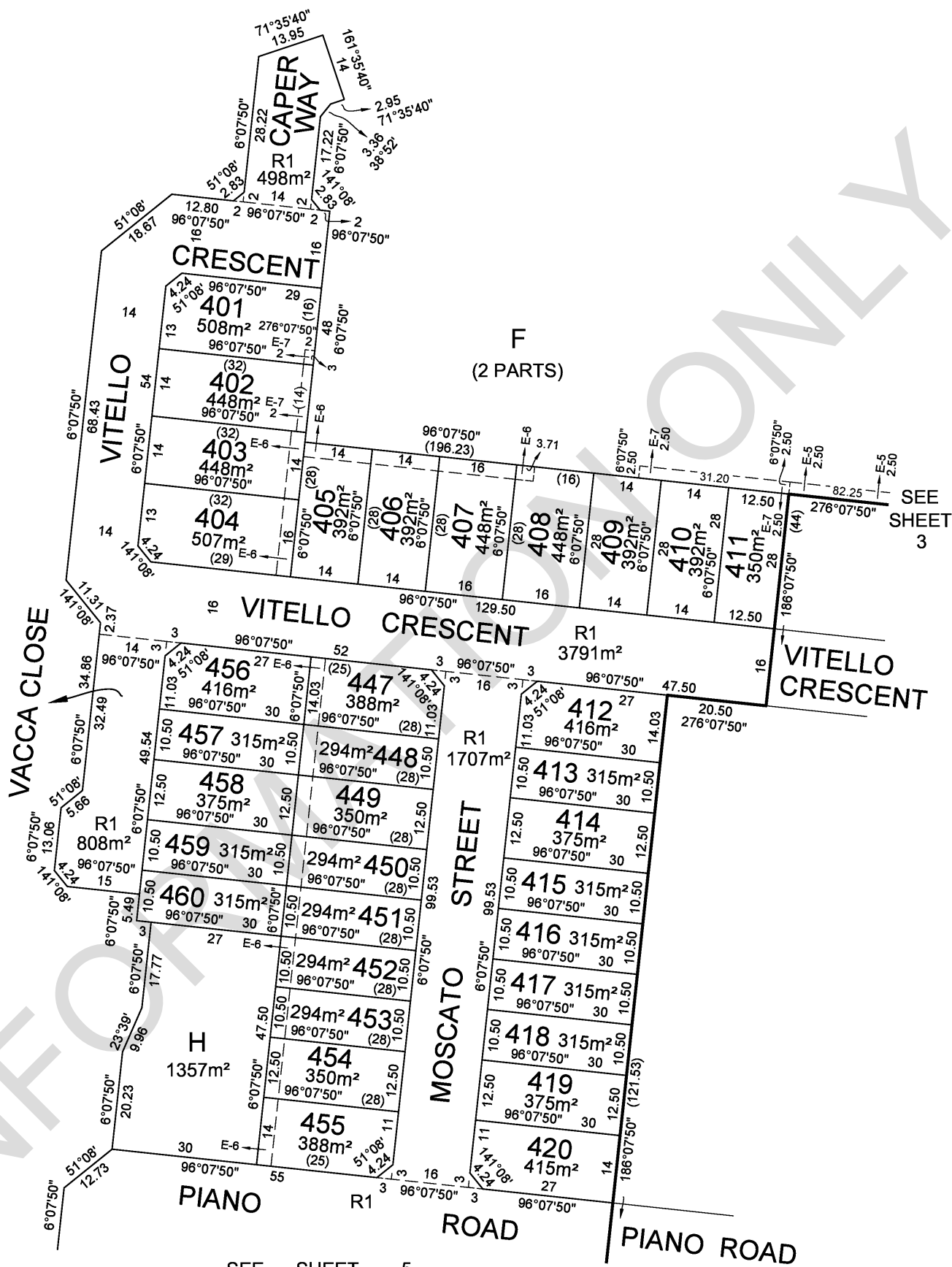
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# PLAN OF SUBDIVISION

PS 819382S



SEE SHEET 5

STONEFIELDS - 4

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SCALE

1:800

0 8 16 24 32

LENGTHS ARE IN METRES



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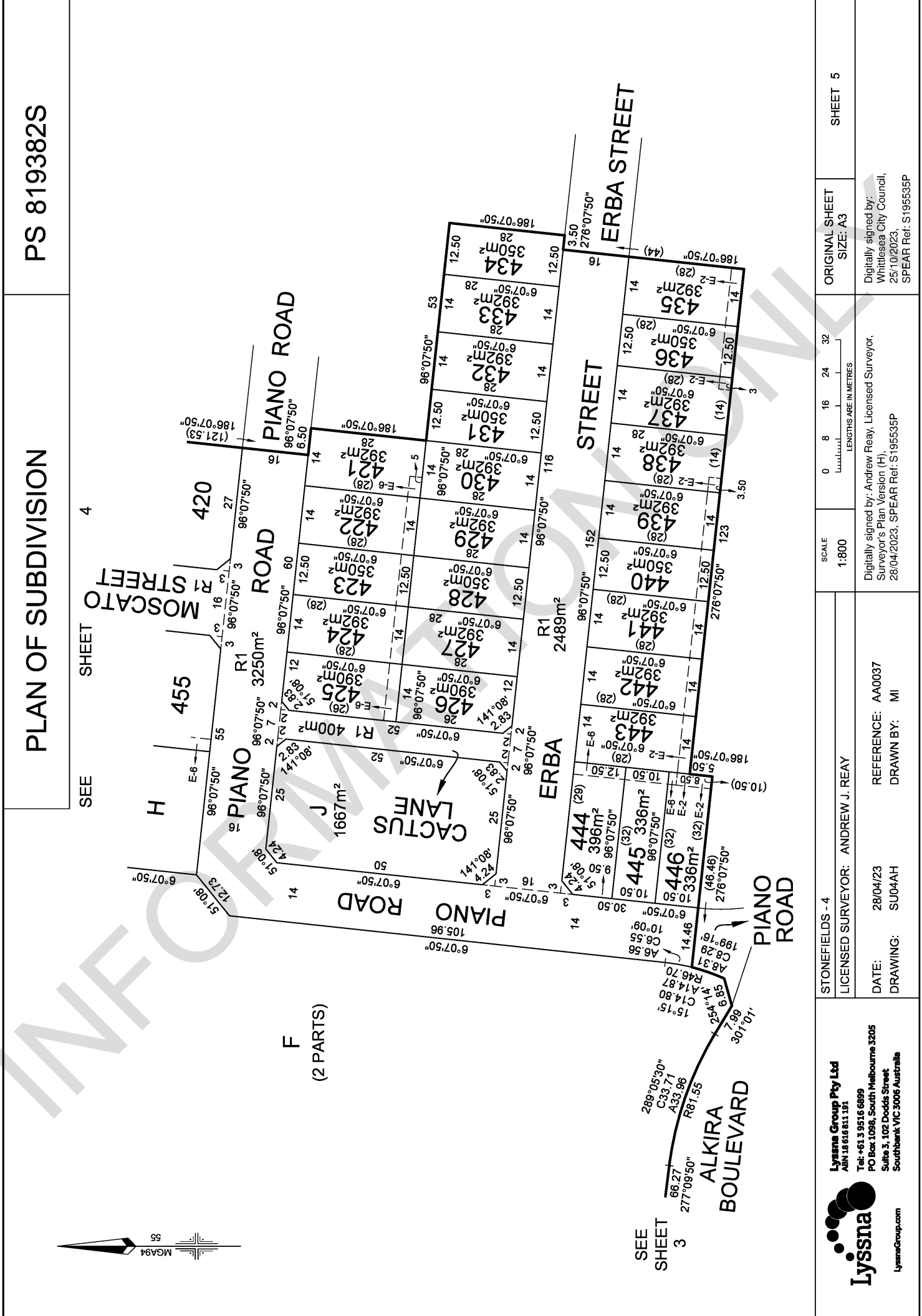
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Tel: +61 3 9516 6899  
PO Box 1098, South Melbourne 3205  
Sulla 3, 102 Doddie Street  
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SCALE 1:800  
LENGTHS ARE IN METRES  
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# PLAN OF SUBDIVISION

PS 819382S

## CREATION OF RESTRICTION "A"

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened Land: Lots 401 to 447, 449 & 454-460 (all inclusive) on the Plan of Subdivision

Benefited Land: Lots 401 to 460 (both inclusive) on the Plan of Subdivision

## DESCRIPTION OF RESTRICTION

Except with the written consent of the Transferor and in all other instances with the written consent of each and every registered proprietor of a benefiting Lot on the Plan of Subdivision the registered proprietor or proprietors for the time being of any burdened Lot on the Plan of Subdivision shall not:

- (a) build or allow to be built on the Lot any dwelling
  - i. with a setback distance less than 4m from the front boundary;
  - ii. with a floor area less than 140m<sup>2</sup> excluding any verandahs and garage;
  - iii. which is a transportable home or a kit home;
  - iv. which is externally constructed out of materials other than clay or masonry brick, painted weatherboard, rendered masonry block, rendered brick or rendered cement sheeting.
- (b) build or allow to be built on the Lot a garage
  - i. which is set back less than 800mm from the front wall of the dwelling;
  - ii. other than a double car garage when the Lot's frontage is equal to or greater than 12 metres;
  - iii. other than a single car garage (as a minimum) with an additional area available on the lot to park a second car when the Lot's frontage is less than 12 metres;
  - iv. which is constructed out of different building material to the dwelling;
  - v. with roller doors;
  - vi. with doors other than a sectional overhead door, panel lift door or a tilt door;
  - vii. with doors which are not complementary to the external colour scheme of the dwelling.
- (c) build or allow to be built or remain on the Lot
  - i. more or less than one private house dwelling per Lot;
  - ii. any garden shed that is constructed from materials other than non reflective or colorbond sheeting;
  - iii. solar panels that can be seen from the street frontage of that Lot;
  - iv. solar panels which are installed in locations other than the side or rear of the dwelling;
  - v. front fencing;
  - vi. side fencing other than colorbond material which is set back 1m from the front wall of that Lot's garage;
  - vii. side borders in the front yard of the dwelling other than planted hedges under a maximum height of 1 metre;
  - viii. a carport.
- (d) build or allow to be built on the Lot any roof
  - i. with a roof pitch less than 22 degrees;
  - ii. of materials other than roof tiles, non reflective or colorbond sheet roofing, stone, terracotta tiles or slate shingles.

The restriction shall expire after the issuance of an occupancy certificate.

STONEFIELDS - 4



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 ABN 18 616 811 191  
 Tel: +61 3 9516 6899  
 PO Box 1098, South Melbourne 3205  
 Suite 3, 102 Dodds Street  
 Southbank VIC 3006 Australia

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# PLAN OF SUBDIVISION

PS 819382S

## CREATION OF RESTRICTION "B"

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened Land: Lots 401 to 460 (both inclusive) on the Plan of Subdivision

Benefited Land: Lots 401 to 460 (both inclusive) on the Plan of Subdivision

## DESCRIPTION OF RESTRICTION

Except with the written consent of the Transferor or Yarra Valley Water and in all other instances with the written consent of each and every registered proprietor of a benefiting Lot on the Plan of Subdivision the registered proprietor or proprietors for the time being of any burdened Lot on the Plan of Subdivision shall not build or allow to be built on the Lot any dwelling, construction or landscaping which does not provide a 1.0m clear horizontal access corridor along the full length of a minimum one side boundary of the Lot for the purposes of access for Yarra Valley Water to Sewer Assets located along the rear boundary of the lot.

## CREATION OF RESTRICTION "C"

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened Land: Lots 401 to 460 (both inclusive) on the Plan of Subdivision

Benefited Land: Lots 401 to 460 (both inclusive) on the Plan of Subdivision

## DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of any burdened Lot on the Plan of Subdivision shall not:

- (a) build or allow to be built on the Lot which has an area greater than 300sqm in size a garage
  - i. which is set back less than 5m from the front boundary;
  - ii. other than a single garage where access is proposed from the front of the lot and the lot frontage is a width of 10m or less.
- (b) build or allow to be built any dwelling on a Lot presenting sideage directly adjoining any form of open space, unless;
  - i. the development consists of a double storey dwelling;
  - ii. the development includes passive surveillance features such as large windows and/or balconies at the first storey level overlooking the adjoining open space.
  - iii. any fencing of the front yard adjoining the open space is feature-style, with a minimum 25% transparency and has a maximum height of 1.5 metres.
- (c) build or allow to be built on the Lot any dwelling which does not incorporate dual plumbing for the use of recycled water in toilet flushing and gardening watering.
- (d) build or allow to be built a side wall of the first level of any dwelling on a corner lot which has an area greater than 300sqm in size unless the setback is greater than 900mm from the ground level wall that faces a side street.
- (e) allow the landscaping of the front yard to remain uncompleted within 6 months of a certificate of occupancy being issued.

STONEFIELDS - 4



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 ABN 18 616 811 191  
 Tel: +61 3 9516 6899  
 PO Box 1098, South Melbourne 3205  
 Suite 3, 102 Dodds Street  
 Southbank VIC 3006 Australia

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# PLAN OF SUBDIVISION

PS 819382S

## CREATION OF RESTRICTION "D"

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened Land: Lots 448, 450 to 453 (all inclusive) (Lots subject to the 'Small Lot Housing Code') on the Plan of Subdivision

Benefited Land: Lots 401 to 460 (all inclusive) on the Plan of Subdivision

## DESCRIPTION OF RESTRICTION

1. The registered proprietor or proprietors for the time being for any burdened lot on this plan as a lot subject to the 'Small Lot Housing Code' must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a planning permit granted to construct a dwelling on the lot.

Condition 1 shall expire after the issuance of an occupancy certificate.

2. Except with the written consent of the Transferor and in all other instances with the written consent of each and every registered proprietor of a benefiting Lot on the Plan of Subdivision the registered proprietor or proprietors for the time being of any burdened Lot on the Plan of Subdivision shall not:

- (a) build or allow to be built on the Lot any dwelling
  - i. which is a transportable home or a kit home;
  - ii. which is externally constructed out of materials other than clay or masonry brick, painted weatherboard, rendered masonry block, rendered brick or rendered cement sheeting.
- (b) build or allow to be built on the Lot a garage
  - i. which is constructed out of different building material to the dwelling;
  - ii. with roller doors;
  - iii. with doors other than a sectional overhead door, panel lift door or a tilt door;
  - iv. with doors which are not complementary to the external colour scheme of the dwelling.
- (c) build or allow to be built or remain on the Lot
  - i. more or less than one private house dwelling per Lot;
  - ii. any garden shed that is constructed from materials other than non reflective or colorbond sheeting;
  - iii. solar panels that can be seen from the street frontage of that Lot;
  - iv. solar panels which are installed in locations other than the side or rear of the dwelling;
  - v. front fencing;
  - vi. side fencing other than colorbond material which is set back 1m from the front wall of that Lot's garage;
  - vii. side borders in the front yard of the dwelling other than planted hedges under a maximum height of 1 metre;
  - viii. a carport.
- (d) build or allow to be built on the Lot any roof
  - i. with a roof pitch less than 22 degrees;
  - ii. of materials other than roof tiles, non reflective or colorbond sheet roofing, stone, terracotta tiles or slate shingles.

STONEFIELDS - 4



**Lyssna Group Pty Ltd**  
 ABN 18 616 811 191  
 Tel: +61 3 9516 6899  
 PO Box 1098, South Melbourne 3205  
 Suite 3, 102 Dodds Street  
 Southbank VIC 3006 Australia

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# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

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

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Status	Registered	Dealing Number	AW059457J
Date and Time Lodged	13/09/2022 03:31:55 PM		

### Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	TGM: 8370122

## APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

### Privacy Collection Statement

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

### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

12363/723

### Instrument and/or legislation

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

### Applicant(s)

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

### Additional Details





# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

Refer Image Instrument

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

### Execution

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

Executed on behalf of	WHITTLESEA CITY COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	13 SEPTEMBER 2022

### File Notes:

NIL

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

Statement End.

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Document Identification	<b>AW059457J</b>
Number of Pages (excluding this cover sheet)	<b>36</b>
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## Maddocks

Lawyers  
Collins Square, Tower Two  
Level 25, 727 Collins Street  
Melbourne VIC 3008  
Australia

Telephone 61 3 9258 3555  
Facsimile 61 3 9258 3666

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

DX 259 Melbourne

Date 5 / 9 / 2022

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

**Subject Land:**

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

City of Whittlesea

and

Scaffidi Pastoral Company Pty Ltd ACN 005 757 335

Interstate offices  
Canberra Sydney

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

**Dated** 5 / 9 / 2022

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### Parties

Name	<b>City of Whittlesea</b>
Address	25 Ferres Boulevard, South Morang
Short name	<b>Council</b>

Name	<b>Scaffidi Pastoral Company Pty Ltd ACN 005 757 335</b>
Address	<b>21 McDonald Avenue Templestowe VIC 3106</b>
Short name	<b>Owner</b>

---

### Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the Collecting Agency and the Development Agency under the Development Contributions Plan.
- C. Council enters into this Agreement in its capacity as the responsible authority and in its capacity as both the Collecting Agency and the Development Agency.
- D. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- E. The Development Contributions Plan applies to the Subject Land. It specifies the contributions required to fund infrastructure necessary as a result of development of the area for urban purposes.
- F. The Owner has asked Council for permission to carry out certain Infrastructure Projects.
- G. The Owner has asked Council for permission to transfer to or vest in Council the Land Projects.
- H. Council has agreed that the Owner will:
- H.1 carry out the Infrastructure Projects; and
- H.2 transfer the Land Projects to Council
- in return for a credit against its development contribution liability under the Development Contributions Plan.

- I. As at the date of this Agreement, part of the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.
- J. As at the date of this Agreement, part of the Subject Land is subject to a caveat. The caveator consents to the recording of this Agreement on the relevant certificate of title to the Subject Land.

**The Parties agree:**

---

**1. Definitions**

In this Agreement unless the context admits otherwise:

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

**Agreed Infrastructure Project Value** in relation to an Infrastructure Project means the amount specified for the Infrastructure Project in Schedule 3.

**Agreed Land Value** in relation to a Land Project means the amount specified for the Land Project in Schedule 4.

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

**Approved Plans** means the Designs of an Infrastructure Project approved by Council under clause 7 or **Error! Reference source not found.** of this Agreement.

**Averaged Equalisation Payment Rate** means the total Equalisation Payment due divided by the total NDA (Hectare) as specified in Schedule 5.

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

**Building Permit** means a building permit issued under the *Building Act 1993* or any regulations or code made under the *Building Act 1993*.

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

**Certificate of Practical Completion** means a written certificate issued by Council in its capacity as the Development Agency or a person authorised by Council for the purpose of issuing the said certificate stating that an Infrastructure Project has been completed to the satisfaction of Council in its capacity as Development Agency.

**Consent Fee** means the fee specified on Council's internet web site which is payable by a person to Council for deciding whether to give consent for anything an agreement or a permit provides must not be done without Council's consent.

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

**CPI** means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute

as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

**Credit** means a credit in the amount of the Agreed Land Value or the Agreed Infrastructure Project Value as the case may be, which has accrued to the Owner under this Agreement and which may be offset against the Owner's liability to pay the Development Infrastructure Levy for the Subject Land.

**Current Address** means:

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

**Current Email** means:

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

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

**Designs** means the detailed design and engineering plans and specifications of an Infrastructure Project prepared in accordance with this Agreement clauses 7 and 7.2.

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

**Developed Lot** means a lot in respect of which there is no Development Infrastructure Levy payable or the Development Infrastructure Levy liability has been satisfied (either by payment of the relevant Development Infrastructure Levy or accrual of a Credit for the relevant Development Infrastructure Levy) but for the avoidance of doubt excludes any lot created with the sole purpose of vesting that land in Council.

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

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

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

**Equalisation Payment** means the amount specified in Schedule 5 as the equalisation payment required to be paid either to or by the Owner as the case may be. This amount is calculated by reference to the percentage difference between:

- the area of Open Space Land that the Owner is required to provide to Council under this Agreement; and



- the Open Space Contribution that the Owner is required to make as shown in Schedule 5.

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

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

**Indexation** means an annual adjustment to an amount carried out as follows unless a different form of adjustment is specified in this Agreement:

Infrastructure Projects

- For an Infrastructure Project which comprises roads, intersections or bridges, the indexation is to be in line with the Australian Bureau of Statistics Producer Price Indexes, Road and Bridge Construction Index, Victoria.
- For an Infrastructure Project which comprises community infrastructure including recreation infrastructure, the indexation is to be in line with the Australian Bureau of Statistics Producer Price Indexes, Non-Residential Building Construction Index, Victoria.

Land Projects

- For a Land Project using the CPI as the adjustment index.

Open Space Land

- For Open Space Land using the CPI as the adjustment index -

in all instances, to be adjusted annually, as of the 1<sup>st</sup> of July each year.

**Infrastructure Project** means a project identified in Schedule 3.

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

**Land Project** means land which is described in Schedule 4 and which under this Agreement is required to be provided to Council.

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

**Maintenance Period** means the period specified in Schedule 6 commencing on the date of the Certificate of Practical Completion of an Infrastructure Project.

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

**Net Developable Hectare** means, in relation to specified land, each hectare of Net Developable Area comprising that specified land.

**Net Developable Area** means the total area of the Subject Land, less land requirements for high order transport networks, education and community facilities, utilities transmission easements, Melbourne Water waterway corridors, wetlands and retarding basins, State and local conservation reserves, open space (sports reserve and local parks), and land identified for future quarrying activities.

**Open Space Equalisation** means the process of balancing the Public Open Space Contribution made by the Owner so that the overall Public Open Space Contribution made by the Owner in respect of the Subject Land is not less than or greater than the Public Open Space Contribution as specified in clause 53.01 of the Planning Scheme for the Subject Land.

**Open Space Land** means unencumbered land for public open space which is identified in Schedule 5.

**Open Space Land Value** means the amount specified in Schedule 5 as the Open Space Land Value.

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

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

**Plan Checking Fee** means the fee payable to Council by the Owner for checking plans for an Infrastructure Project in the amount of 0.75% of the Specified Value of the Infrastructure Project.

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

**Planning Permit** means the planning permit referred to in Schedule 2, as amended from time to time.

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

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

**Provision Trigger** means the milestone or provision trigger set out in the relevant columns of Schedule 3 or Schedule 4 as the case may be.

**Public Infrastructure Plan**<sup>1</sup> means the plan endorsed under the Planning Permit as the public infrastructure plan.

**Public Open Space Contribution** means the public open space contribution that the Owner is required to make under the Schedule to clause 53.01 of the Planning Scheme in respect of the Subject Land.

**Reimbursement Payment** comprises a monetary amount being the difference between the liability of the Owner to pay the Development Infrastructure Levy in respect of the Subject Land and its entitlement to a Credit under this Agreement. A Reimbursement Payment is subject to Indexation and payable to the Owner by Council at the time specified in this Agreement.<sup>2</sup>

<sup>1</sup> Delete this definition if not used.

<sup>2</sup> For information only, the Reimbursement Payment is ascertained by calculating the amount of Credit attributed to the Infrastructure Projects and Land Projects and then deducting the Development Infrastructure Levy payable by the Owner in respect of the whole of the Subject Land.

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

**Satisfaction Fee** means a fee specified on Council's internet web site which is payable by a person to Council for deciding whether any obligation in a permit, agreement or any other requirement has been undertaken to Council's satisfaction.

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

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

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

**Subject Land** means all of the land described in Schedule 7 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

**Supervision Fee** means the fee payable to Council by the Owner for supervision of an Infrastructure Project in the amount of 2.5% of the Specified Value of the Infrastructure Project.

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## 2. Interpretation

In this Agreement unless the context admits otherwise:

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

---

### **3. Purpose and reasons for Agreement**

The Parties acknowledge and agree that the purpose and reasons for this Agreement are to:

- 3.1 record the terms and conditions on which Council agrees to the Owner providing an Infrastructure Project;
- 3.2 record the terms and conditions on which Council agrees to the Owner providing any Land Project to Council;
- 3.3 to record the provision of Public Open Space Land and where relevant any agreed Land Equalisation; and
- 3.4 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

---

### **4. Agreement required**

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

---

### **5. Payment of Development Infrastructure Levy**

The Parties agree that:

- 5.1 subject to clause 5.2 of this Agreement, the Owner is required to pay the Development Infrastructure Levy in cash on a stage by stage basis;
  - 5.2 the Owner is not required to pay the Development Infrastructure Levy in cash on a stage by stage basis if the Owner has a Credit available in accordance with this Agreement; and
  - 5.3 any component of the Development Infrastructure Levy which is not offset by a Credit must be paid to Council prior to the issue of the Statement of Compliance for subdivision of the Subject Land as a result of which the obligation to pay the Development Infrastructure Levy arises or at such other time as is specified in this Agreement.
- 5.1 Prior to the issue of a Statement of Compliance for the final stage of the subdivision or development of the Subject Land, Council will undertake a reconciliation of the Owner's obligations and entitlements under this Agreement to ensure that the Development Infrastructure Levies paid in respect of the Subject Land reflects the Net Developable Area and upon that reconciliation being undertaken –
- 5.1.1 Council must pay to the Owner any amount that is identified as owing to the Owner; and
  - 5.1.2 the Owner must pay to Council any amount that is identified as owing to Council.

---

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

### **6.1 Provision of Infrastructure Projects**

The Owner must provide each Infrastructure Project:

- 6.1.1 in accordance with the Approved Plans;
- 6.1.2 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 6.2.1;
- 6.1.3 in accordance with the Public Infrastructure Plan;
- 6.1.4 in accordance with any Construction Program approved by Council; and
- 6.1.5 otherwise to the satisfaction of Council in its capacity as the Development Agency.

### **6.2 Time for completion of Infrastructure Projects**

The Owner agrees that the provision of an Infrastructure Project under this Agreement is deemed to be public works for the purposes of section 21(1) of the *Subdivision Act 1988* and that if the Owner does not construct and complete an Infrastructure Project by the relevant Provision Trigger for that Infrastructure Project or such other time as Council has agreed in writing, Council may:

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

### **6.3 Project Control Group**

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

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

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

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

## **6.5 Agreed Infrastructure Project Value**

The Parties agree that the Agreed Infrastructure Project Value is a fixed amount subject only to Indexation in the manner and up to the time, specified in this Agreement.

---

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

The Owner agrees that:

- 7.1.1 the Owner must, at the full cost of the Owner, prepare the Designs of each Infrastructure Project and submit the Designs to Council for approval;
- 7.1.2 Council's approval of the Designs will be reflected in a set of plans and specifications endorsed by Council as the Approved Plans;
- 7.1.3 the Owner must obtain all necessary permits and approvals for the Infrastructure Projects including all permits and approvals required for works surrounding the site of the Infrastructure Project such as for service relocations, driveway alteration and the like; and
- 7.1.4 if required by Council, prior to awarding any contract for the Infrastructure Projects, the Owner must submit a copy of the terms and conditions of the proposed contract to Council for approval.

### **7.2 Variation of Approved Plans**

There must be no further variations to the Approved Plans without the prior written consent of Council in its capacity as Development Agency.

### **7.3 Approval of tender documentation for an Infrastructure Project**

- 7.3.1 If requested in writing by Council after the execution of this Agreement, the Owner must obtain the approval of Council of any tender documentation to be issued to the market in respect of each Infrastructure Project before such tender documentation is issued.
- 7.3.2 The Owner must give Council at least 20 Business Days to consider and review any tender documentation before such time as it is released to the market.
- 7.3.3 The Owner:
  - (a) must give effect to any changes or amendments required by Council to the construction drawings and specifications to be included in the tender documentation, unless there is a direct conflict between Council's requirement and the Approved Plans in this Agreement; and
  - (b) may, but is not obligated to, take into account any other comments Council may have on any tender documentation.

### **7.4 Warranties**

- 7.4.1 Prior to the Owner entering into design or construction contracts in connection with Infrastructure Projects, Council may, in its absolute discretion, notify the Owner in writing:

- (a) that it requires any third party design consultants, contractors, suppliers or specialist subcontractors engaged by or on behalf of the Owner (or by any of the Owner's agents or contractors) to provide written warranties in respect of their work, goods or services; and
  - (b) of the nature and duration of such warranties; and
  - (c) whether it requires the warranties to be issued in favour of Council.
- 7.4.2 The Owner must ensure it obtains any such warranties strictly as required by Council and, where a warranty is to be issued in favour of Council, provide the warranty prior to the completion of work.

---

## **8. Construction of Infrastructure Projects**

The Owner agrees that in providing each Infrastructure Project:

- 8.1.1 the Owner is responsible for all design and construction risks in relation to the Infrastructure Projects;
- 8.1.2 Council has no responsibility for any costs incurred by the Owner beyond the Agreed Infrastructure Project Value.

### **8.2 Standard of work**

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

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

### **8.3 Completion of an Infrastructure Project**

The Owner must complete each Infrastructure Project by the Provision Trigger, unless such Provision Trigger is extended by Council in its sole and absolute discretion.

### **8.4 Access to land**

- 8.4.1 Before accessing land owned by Council or a third party for the purpose of constructing an Infrastructure Project or for undertaking any maintenance or repair of defects in respect of an Infrastructure Project in accordance with this Agreement, the Owner must satisfy Council or if requested by a third party, that person, that the Owner has:
  - (a) consent of the owner of land to access such land;
  - (b) satisfied any condition of such consent;

- 8.4.2 The Owner is responsible for putting in place all proper occupational health and safety plans as may be required under any law of the State of Victoria for that purpose and otherwise complying with all laws of the State of Victoria relating to health and safety.
- 8.4.3 Subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project to be constructed and completed, maintained or repaired in accordance with this Agreement.

---

## **9. Certificate of Practical Completion**

### **9.1 Certificate of Practical Completion**

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

### **9.2 Procedure for Certificate of Practical Completion**

The Parties agree that:

- 9.2.1 upon the completion of an Infrastructure Project, the Owner must notify Council and any other relevant authority and provide to Council all as-built plans and drawings, licences, warranties and insurance policies in connection with the Infrastructure Project;
- 9.2.2 within 10 days of receiving notice of the completion of an Infrastructure Project from the Owner, Council will arrange for it and any other relevant authority to promptly inspect the Infrastructure Project and determine whether Council will issue a Certificate of Practical Completion;
- 9.2.3 prior to Council being required to issue a Certificate of Practical Completion, the Owner must provide to Council:
- (a) a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Infrastructure Project;
  - (b) a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project;
- 9.2.4 if Council is not satisfied with the Infrastructure Project, Council may refuse to issue a Certificate of Practical Completion provided Council:
- (a) identifies in what manner the Infrastructure Project is not satisfactorily completed; and
  - (b) what must be done to satisfactorily complete the Infrastructure Project;
- 9.2.5 Council may, notwithstanding a minor non-compliance or minor non-completion, determine to issue a Certificate of Practical Completion if Council in its capacity as



Development Agency is satisfied that the proper construction of the Infrastructure Project can be secured or otherwise guaranteed to its satisfaction.

---

## **10. Risk**

### **10.1 Care of the Infrastructure Project**

Until a Certificate of Practical Completion is issued in respect of an Infrastructure Project, responsibility for care of the Infrastructure Project remains with Owner.

### **10.2 Insurance**

10.2.1 The Owner will procure any necessary insurances to cover the risks of undertaking each Infrastructure Project, including professional indemnity insurance where an Infrastructure Project involves design and otherwise public liability and contract works insurance and must provide evidence of those insurances and that they are for a satisfactory level to Council promptly upon request.

10.2.2 The Owner must ensure that unless Council states in writing that it does not require this to be the case Council's interest is noted under any public liability insurance held or obtained by the Owner or any of its agents or consultants with respect to an Infrastructure Project.

### **10.3 Maintenance Period of Infrastructure Projects**

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

10.3.2 The Owner must, during the Maintenance Period, rectify all Defects in each Infrastructure Project within a reasonable time of being notified by Council and the Owner must carry out those rectification works causing as little inconvenience to the occupants or users of each Infrastructure Project as is reasonably possible. For the avoidance of doubt, the Owner is responsible for all costs associated with the rectification of a Defect in an Infrastructure Project. A further Maintenance Period applies to all rectified Defects.

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

10.3.4 Council will be responsible for all ongoing repairs and maintenance of the Infrastructure Project following the rectification of defects and the expiration of the Maintenance Period.

### **10.4 Bank Guarantee**

The Owner agrees that:

10.4.1 prior to the issue of a Certificate of Practical Completion for an Infrastructure Project, the Owner must provide Council with a Bank Guarantee in respect of that Infrastructure Project;

10.4.2 if the Owner fails to comply with a written direction from Council to rectify any notified Defects in an Infrastructure Project, Council may at its absolute discretion

have recourse to the Bank Guarantee for the purposes of rectification of any Defects; and

- 10.4.3 the Bank Guarantee will be returned to the Owner after the Maintenance Period, less any amount applied to correcting any Defects in the Infrastructure Project.

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## **11. Land Project**

### **11.1 Provision of Land Project**

The Owner must provide each Land Project to Council:

- 11.1.1 by vesting of the Land Project in Council;
- 11.1.2 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 11.2;
- 11.1.3 with all services to be available as specified in the relevant column of Schedule 4;
- 11.1.4 free of all encumbrances, including any structure, debris, waste, refuse and contamination, except as agreed by Council;
- 11.1.5 free of any fees and charges associated with the delivery of the site; and
- 11.1.6 otherwise in a condition that is to the satisfaction of Council in its capacity as Development Agency.

### **11.2 Time for vesting of Land Project**

If the Owner does not meet the Provision Trigger for a Land Project, Council may:

- 11.2.1 at its absolute discretion extend the timeframe; or
- 11.2.2 refuse to issue any Statements of Compliance in respect of the development of the Subject Land until the Land Project has been vested in Council.

### **11.3 Agreed Land Value**

11.3.1 The Owner agrees that the Agreed Land Value:

- (a) includes all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;
- (b) is a fixed amount subject to Indexation; and
- (c) replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of the Land Project.

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

#### **11.4 Environmental Assessment**

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

---

### **12. Public Open Space**

#### **12.1 Provision of Open Space Land**

The Owner must provide the Open Space Land to Council for municipal purposes:

- 12.1.1 by vesting the Open Space Land in Council;
- 12.1.2 with all utility services available to the Open Space Land;
- 12.1.3 on or before the relevant Provision Trigger if any is specified in 0, unless a later date is approved by Council; or
- 12.1.4 as part of and upon the registration of any Plan of Subdivision for the Subject Land containing the Open Space Land; or
- 12.1.5 within 60 days of the issue of a Building Permit for a building on the Subject Land - whichever occurs earlier.

#### **12.2 Environmental Assessment**

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

#### **12.3 Value of Open Space Land**

The Open Space Land Value is an amount which is fixed and non-variable subject only to Indexation.

#### **12.4 Open Space Equalisation**

- 12.4.1 The Owner agrees that its Open Space Liability under the Planning Scheme is the percentage amount set out in Schedule 5 being the amount specified in the schedule to clause 53.01 of the Planning Scheme.
- 12.4.2 The Parties agree that where the public open space liability of the Owner involves Open Space Equalisation, Open Space Equalisation is to be undertaken in the manner specified in Schedule 5.
- 12.4.3 The Parties agree that where an Equalisation Payment is to be paid, it must be paid by the time set out in Schedule 5.
- 12.4.4 Prior to the issue of a Statement of Compliance for the final stage of the subdivision or development of the Subject Land, Council will undertake a

reconciliation of the Owner's obligations and entitlements under this Agreement to ensure that any final equalisation payment reflects the Net Developable Area identified in Schedule 3 and reconciles any differences within the final equalisation payment and upon that reconciliation being undertaken –

- (a) Council must pay to the Owner any amount that is identified as owing to the Owner; and
- (b) the Owner must pay to Council any amount that is identified as owing to Council.

## **12.5 Council acknowledgement**

The parties acknowledge and agree that upon the Owner satisfying its obligations under clause 12, the Owner will have fulfilled its obligations under the Planning Permit, the Planning Scheme and the *Subdivision Act 1988* in relation to making the Public Open Space Contribution in respect of the Subject Land.

---

## **13. Credit**

### **13.1 Process for Credit**

The Parties agree that:

- 13.1.1 the Owner will be entitled to a Credit for the Agreed Infrastructure Project Value from the commencement of this Agreement;
- 13.1.2 the Owner will be entitled to a Credit for the Agreed Land Value from the commencement of this Agreement;
- 13.1.3 the value of the Credit will be adjusted annually on the basis of Indexation of the Agreed Land Value and the Agreed Infrastructure Project Value in accordance with this Agreement;
- 13.1.4 prior to the issue of a Statement of Compliance by Council for one or more Stages, Council must:
  - (a) calculate the Development Infrastructure Levy payable for such Stage(s) as at that date; and
  - (b) deduct the amount calculated under paragraph (a) from the Credit until the Credit has been exhausted;
- 13.1.5 when the amount of the Development Infrastructure Levy payable in relation to a Stage exceeds the amount of the Credit remaining:
  - (a) then in relation to that Stage, the Owner must pay in cash, an amount equal to the amount of the Development Infrastructure Levy payable in relation to that Stage that exceeds the amount of Credit remaining, prior to the issue of a Statement of Compliance; and
  - (b) in relation to subsequent Stages, the Owner must pay the Development Infrastructure Levy in cash prior to the issue of a Statement of Compliance for each Stage or as otherwise agreed by Council;

---

## **14. Localised Infrastructure**

The Parties acknowledge that:

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

---

## **15. Further obligations of the Parties**

### **15.1 Transaction costs**

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

### **15.2 Notice and registration**

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

### **15.3 Further actions**

The Owner:

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

### **15.4 Fees**

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

- 15.4.1 Plan Checking Fee;
- 15.4.2 Supervision Fee;
- 15.4.3 Satisfaction Fee; or
- 15.4.4 Consent Fee

as required.

#### **15.5 Council's costs to be paid**

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

- 15.5.1 drafting, finalising, signing and recording and enforcing this Agreement;
- 15.5.2 drafting, finalising and recording any amendment to this Agreement; and
- 15.5.3 drafting, finalising and recording any document to give effect to the ending of this Agreement.

#### **15.6 Time for determining satisfaction**

If Council makes a request for payment of:

- 15.6.1 a fee under clause 15.4; or
- 15.6.2 any costs or expenses under clause 15.5

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

#### **15.7 Interest for overdue money**

The Owner agrees that:

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

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### **16. Agreement under section 173 of the Act**

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

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### **17. Owner's warranties**

- 17.1 The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.
- 17.2 The Owner warrants that:
  - 17.2.1 each Land Project is free of contamination of any kind which would make the Land Project unsuitable for its intended purpose as set out in the Precinct Structure Plan; and

- 17.2.2 is in an environmental condition such as to be suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

---

**18. Successors in title**

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

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

---

**19. General matters**

**19.1 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:

- 19.1.1 personally on the other Party;
- 19.1.2 by leaving it at the other Party's Current Address;
- 19.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 19.1.4 by email to the other Party's Current Email.

**19.2 No waiver**

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

**19.3 Severability**

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

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

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

**19.5 Inspection of documents**

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

## 19.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria.

---

## 20. GAIC

- 20.1 The Owner acknowledges and agrees that all land transferred to or vested in Council must have any Inherent GAIC Liability discharged prior to it being provided to Council and to the extent it is not so discharged, the Owner shall remain liable to Council for any GAIC liability incurred by Council subsequently incurred by Council as a result of its development after the termination of this Agreement.
- 20.2 The Parties agree that clause 20.1 survives the termination of this Agreement
- 20.3 The Owner agrees that the Owner must provide a certificate of release under section 201SY of the Act confirming the release of the land referred to in clause 20.1 from its Inherent GAIC Liability.

---

## 21. Foreign resident capital gains withholding

### 21.1 Definitions

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

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

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

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

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

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

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

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

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

### 21.2 Foreign resident status of Owner

The Owner is taken to be foreign residents under Subdivision 14-D of Schedule 1 to the Tax Act unless the Owner gives to Council a Clearance Certificate no later than 10 Business



Days before the Land Project and the Open Space Land is transferred to or vested in Council.

### 21.3 Excluded transaction

21.3.1 Clause 21.5 does not apply if:

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

21.3.2 Without limiting clause 21.3.1, the transfer or vesting of a Land Project or Open Space Land is an Excluded Transaction if the market value of the Land Project or Open Space Land as at the date of this Agreement is less than \$750,000.

### 21.4 Variation notice

If the Owner provides Council with a Variation Notice prior to the transfer or vesting of the Land Project and Open Space Land, then Council will adjust the withholding amount (as specified in clause 21.5 below) in accordance with the Variation Notice.

### 21.5 Withholding

21.5.1 This clause 21.5 applies if the Owner is taken to be foreign residents under clause 21.2 and the Owner has not satisfied Council that the transfer or vesting of the a Land Project and Open Space Land is an Excluded Transaction under clause 21.3.

21.5.2 Subject to clauses 21.5.3 and 21.5.4, Council will deduct from any monetary consideration payable to the Owner an amount equal to:

- (a) 12.5% of the Consideration (excluding GST) in accordance with section 14-200(3) of Schedule 1 to the Tax Act; or
- (b) the Variation Amount, if the Owner have provided Council with a Variation Notice in accordance with clause 21.4,  
(the **withholding amount**).

21.5.3 Subject to clause 21.5.4, if any monetary consideration payable to the Owner is less than 12.5% of the Consideration, the Owner must deliver to Council:

- (a) a cash payment equal to 12.5% of the Consideration (or such other amount as required by Council); or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 21.4 -

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

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

- (a) a cash payment equal to 12.5% of the market value of the Land Project and Open Space Land valued as at the date of this Agreement; or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 21.4,

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

## **21.6 Council to remit withholding amount**

### **21.6.1 Council agrees to:**

- (a) pay the withholding amount or amounts determined under clause 21.5 to the Reserve Bank of Australia (on behalf of the Australian Taxation Office) by electronic funds transfer immediately after the earlier of:
  - (i) Council receiving a transfer of land in respect of the Land Project and Open Space Land, in registrable form; or
  - (ii) the registration of a plan of subdivision which vests the Land Project or Open Space Land in Council's ownership;
- (b) provide the Owner with a copy of the purchaser payment notification form submitted by Council to the Australian Taxation Office; and
- (c) provide the Owner with a copy of any receipt of payment or proof of payment of the withholding amount issued by the Australian Taxation Office to Council.

## **21.7 Consideration adjusted after withholding**

For the avoidance of doubt and notwithstanding anything else in this Agreement, the Consideration payable to the Owner and the Developer is reduced to the extent that a withholding amount is deducted from the Consideration under clause 21.5.

## **21.8 Owner to co-operate**

### **21.8.1 The Owner must:**

- (a) not procure the registration of a plan of subdivision which vests a Land Project or Open Space Land in Council's ownership unless:
  - (i) a Clearance Certificate has been provided to Council; or
  - (ii) the Owner and Council have agreed upon the amount to be withheld by and/or remitted by Council to the Australian Taxation Office in accordance with clause 21.5;
- (b) provide Council with 20 Business Days prior written notice of the lodgement of a plan of subdivision at Land Use Victoria which will have the effect of vesting any land in Council's ownership; and
- (c) notify Council immediately on the date on which a plan of subdivision registers which vests land in Council's ownership.

### **21.8.2 The Owner must provide Council with all information, documentation and assistance necessary to enable Council to comply with its obligation to pay the**

withholding amount within the time set out in section 14-200(2) of Schedule 1 to the Tax Act.

**21.9 Owner's and Developer's warranty**

The Owner warrants that the information provided to Council under this clause 21 is true and correct.

**21.10 Indemnity**

The Owner agrees to indemnify Council against any interest, penalty, fine or other charge or expense incurred by Council as a result of the Owner's failure to comply with this clause 21.

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**22. Commencement of Agreement**

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

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**23. Amendment of Agreement**

23.1 This Agreement may be amended in accordance with the Act.

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

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

---

**24. GST**

24.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.

24.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

24.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 24.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

24.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 24.3.

---

**25. Ending of Agreement**

25.1 This Agreement ends:

25.1.1 in relation to the balance of the Subject Land apart from Residential Lots, when the Owner has complied with all of the Owner's obligations under this Agreement; or

- 25.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.
- 25.2 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.
- 25.3 Where it is proposed to end this Agreement in relation to part of the Subject Land by agreement, the parties agree that only Council and the Owner of the part of the Subject Land that is the subject of the proposal to end this Agreement are required to agree to the ending, and the agreement of other Owners of the Subject Land is not required.
- 25.4 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.
- 25.5 Council will not unreasonably withhold its consent to a written request made pursuant to clause 25.4 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.
- 25.6 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

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**Schedule 1**

**Wollert Development Contributions Plan.**

INFORMATION ONLY

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## Schedule 2

Whittlesea planning permit number- 716763

Schedule 3

Infrastructure Projects

DCP Project No.	Description of the Infrastructure Project	The proportion of theof Infrastructure Project which is being provided.	Provision Trigger	Infrastructure Project Value (\$2021/22)
IN-21C	Koukoura Drive/Connector (north of LTC)	Eastern leg only – remainder by others.	Stage 2	\$1,111,391.63

## Schedule 4

### Land Projects

DCP Project No.	Description of the Land Project	Area of Land Project.	Services to be available	Provision Trigger	Agreed Land Value (\$2021/22)
RD-01	Koukoura Drive – between Craigieburn Road and northern edge of Wollert-Keon Park gas transmission easement.	0.4023 ha	All utility services	Stage A	\$940,107.11
RD-02	Koukoura Drive – between northern edge of gas transmission easement to connection with historic road reserve near northern boundary of 220 Boundary Road.	0.3943 ha	All utility services	Stage A	\$921,412.46
IN-05	Craigieburn Road/ Koukoura Drive Purchase of land for intersection (ultimate)	0.039 ha		Stage B	\$91,136.41
IN-21	Koukoura Drive/Connector (north of LTC). Purchase of land for intersection (ultimate).	0.7319 ha	All utility services	Stage A, C.	\$1,710,326.61
SR-03	Central Wollert Sports Reserve	7.4 ha	All utility services	Stage 6	\$17,292,549.40



## Schedule 5

### Credit Reimbursement & Averaged Credit Reimbursement Rate

PSP/DCP Property Number	Net Developable Area (ha)	Development Infrastructure Levy Charges (\$2021/22)
12	25.33	\$11,157,935.92

DCP Project Type	Total Credit Amounts (per schedules 3 and 4)
Infrastructure Projects	\$ 1,111,391.63
Land Projects	\$ 20,955,531.99
<b>Total</b>	<b>\$ 22,066,923.62</b>

<b>Total of Credit Reimbursement due</b>	<b>\$ 10,908,987.70</b>
<b>Averaged Credit Reimbursement Rate (per Net Developable Hectare - \$2021/22)</b> (Total Credit Reimbursement Due / Total Net Developable Area of 25.33 Ha)	\$ 430,674.60
<b>Timing for payment of the Averaged Credit Reimbursement Rate</b>	Not more than 30 days after the date of issue of the Statement of Compliance.

Schedule 6

Open Space Land

PSP/DCP Property Number	Subject Land Net Developable Area (ha)	Open Space Land (ha)	Provision Trigger for the provision of the Public Open Space (LP15)	Agreed Rate per hectare (\$2021 /2022)/ha	Open Space Land Value \$2020/21(\$/ Ha)	Public Open Space Contribution liability (ha) @ 4.47% of NDA	Public Open Space Contribution liability (\$) @ 4.47% of NDA	Equalisation Payment (Council to Owner) (\$2020/2021)
12	25.33	2.97	Stage 6	1,300,000	\$3,861,000	1.1327	\$1,472,566.73	\$2,388,433.27
Total Equalisation Payment Due								
Timing of when the Equalisation Payment must be made								
Averaged Equalisation Payment Rate per Net Developable Hectare - \$2021/22 (Total Equalisation Payment Due / Total NDHa of 25.33Ha)								
								30 days within SOC being granted.
								\$94,292.67

# Schedule 7

## Maintenance Period

Infrastructure Type	Maintenance Period
Road Projects	A minimum of 3 months
Signalised intersections	A minimum of 6 months
Community Building	A minimum of 12 months
Recreation Reserve	A minimum of 18 months

Schedule 8


Subject Land

Certificate of Title details	Owner		Property Number	Mortgage Y/N
Certificate of title Vol 12363 Fol 723	Scaffidi Pastoral Company Pty Ltd		12	YES NAB.

## Signing Page

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

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

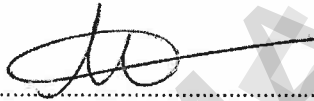
  
Ricardo Ramos  
Delegate

  
Delegate



Executed as a deed by Scaffidi Pastoral Company )  
Pty Ltd ACN 005 757 335 in accordance with s 127(1) )  
and s 127(3) of the Corporations Act 2001: )

X



Signature of Director

MARISA ORFANIDIS

Print full name

X



Signature of Director/Company Secretary

CATERINA SCAFFIDI

Print full name



## Registrar of Titles

Land Titles Office  
2 Lonsdale Street  
MELBOURNE

**APPLICATION TO REGISTER AN AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987**

**Certificate of Title Volume 12363 Folio 723**

**Registered Proprietor/s:** Scaffidi Pastoral Company Pty Ltd

National Australia Bank Limited A.B.N. 12 004 044 937 as Mortgagee pursuant to Registered Mortgage number AQ289491B hereby consents to the within Agreement.

Dated this

2nd day of May

2022

**EXECUTED** by **NATIONAL AUSTRALIA BANK LIMITED** by being signed sealed and delivered in Victoria by its Attorney

Mark Lofting  
who holds the position of Level 3 Attorney under  
Power of Attorney dated 1/3/2007 (a certified  
copy of which is filed in Permanent Order Book  
No 277 Page No 025 Item 35) in the presence of:

) Attorney

Signature of Witness





City of  
Whittlesea

Locked Bag 1,  
Bundoora 3083  
ABN 72 431 091 058

# Valuation and rates notice

For the period 1 July 2024 to 30 June 2025

Assessment number: 1220714



To receive your rates notice  
via email, register at  
[whittlesea.enotices.com.au](https://whittlesea.enotices.com.au)  
Reference No: 69EF341921

Issue date: 31/07/2024

## Instalment 1

**\$247.08**

Due By 30/09/2024

\* If full payment of the instalment 1  
amount is not received by  
**30 September 2024**, your account will  
revert to the lump sum option shown  
below. If this occurs you will not  
receive instalment reminder notices.

Instalment 2 **\$245.00**

Due By 30/11/2024

Instalment 3 **\$245.00**

Due By 28/02/2025

Instalment 4 **\$245.00**

Due By 31/05/2025

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

OR

Lump sum **\$982.08**

Due By 15/02/2025

Access free and discounted waste  
disposal vouchers online



Visit [whittlesea.vic.gov.au/wastevouchers](https://whittlesea.vic.gov.au/wastevouchers)  
to download your vouchers or call **9217 2170**.



R Faili  
33 Anthony Avenue  
DONCASTER VIC 3108



029  
1056899  
R7\_3157

Property details 20 Erba Street WOLLERT VIC 3750

LOT 428 PS 819382S

Owner: R Faili

Ward : Ganbu Gulinj

### Valuation details

Site Value	Capital Improved Value	Net Annual Value
\$350,000	\$350,000	\$17,500

Level of value date 01/01/2024 Valuation operative date 01/07/2024

AVPCC 100 Vacant Residential Dwelling Site/Surveyed Lot

### Rates and charges

#### Council Charges

General rate 17,500 x 0.04683579 **\$819.63**

#### State Government Charges

Fire services charge (Res) 1 x 132 **\$132.00**

Fire services levy (Res) 350,000 x 0.00008700 **\$30.45**

**Total \$982.08**

Payments received after 15 July 2024 may not be included on this notice

### How to pay

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



Phone **1300 301 185**



**Council Offices**  
See the back of this notice for

BPAY



Billers Code: 5157

Ref: 1220714

BPAY this payment via

FlexiPay



Set up your flexible  
payment options.

Scan the QR code or visit

[whittlesea-pay.enotices.com.au](https://whittlesea-pay.enotices.com.au)



Post Billpay



Billpay Code: 0350  
Ref: 12207144

Pay in person at any post office:

**131 816** or [postbillpay.com.au](https://postbillpay.com.au)

Scan the barcode below and pay  
with your iPhone, iPad or Android device.



# Your quarterly bill



Emailed to: reza@basestone.org  
TRUSTEE OF A TRUST FAILI TRUST  
33 ANTHONY AVE  
DONCASTER VIC 3108

Enquiries	1300 304 688
Faults (24/7)	13 27 62
Account number	25 5133 6715
Invoice number	2555 1148 42347
Issue date	15 Nov 2024
Property address	20 ERBA ST WOLLERT
Property reference	5281407, PS 819382
Tax Invoice Yarra Valley Water ABN 93 066 902 501	

## Summary

Previous bill	\$52.89
Payment received thank you	-\$52.89
Balance carried forward	\$0.00
This bill	
Usage charges	\$13.48
Service charges	
Water supply system	\$17.23
Sewerage system	\$98.71
Other authority charges	
Waterways and drainage	\$30.77
Parks	\$21.98
Total this bill (GST does not apply)	\$182.17
Total balance	\$182.17

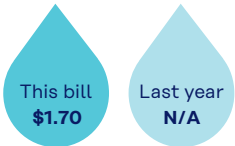
**Recycled water is available.**  
It's not to be used for drinking, preparing food or bathing, but it's great for watering, washing clothes, gardens and flushing toilets.



- Usage charges
- Service charges
- Other authority charges

## Your daily spend

This bill compared to the same time last year.  
Excludes other authority charges.



## How to pay



\*3042 255511484234 7

**Direct debit**  
Sign up for Direct Debit at [yvwm.com.au/directdebit](http://yvwm.com.au/directdebit) or call 1300 304 688.

**EFT**  
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).  
Account name: Yarra Valley Water  
BSB: 033-885  
Account number: 255114078

**BPAY®**  
Bill code: 344366  
Ref: 255 1336 7159

**Centrelink**  
Use Centrelink to arrange regular deductions from your Centrelink payments.  
Visit [yvwm.com.au/paying](http://yvwm.com.au/paying)  
CRN reference: 555 054 118T

**Post Billpay®**  
Pay in person at any post office, by phone on 13 18 16 or at [postbillpay.com.au](http://postbillpay.com.au)  
Bill code: 3042  
Ref: 2555 1148 42347

**Credit Card**  
Online: [yvwm.com.au/paying](http://yvwm.com.au/paying)  
Phone: 1300 362 332

TRUSTEE OF A TRUST FAILI TRUST	
Account number	25 5133 6715
Invoice number	2555 1148 42347
Total due	\$182.17
Due date	6 Dec 2024
Amount paid	\$



## Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YRATD45156 (Recycled Water)	7kL -	0kL =	7kL
From 17 Oct 2024 - 8 Nov 2024			(22 days)
Recycled water usage charge	Usage	Price \$/kL	Amount
	7.000kL x	\$1.9259 =	\$13.48
Total	7.000kL		\$13.48
Total usage charges			\$13.48

Meter number	Current reading	Previous reading	Usage
YATD156326	7kL -	7kL =	0kL
From 17 Oct 2024 - 8 Nov 2024			(22 days)
Total	0.000kL		\$0.00
Total usage charges			\$13.48

## Your charges explained

- Recycled water usage charge  
17 October 2024 - 8 November 2024  
The cost for recycled water used at your property, including treatment and delivery. If we need to supply drinking water instead of recycled water, you will still be charged the recycled water usage rate.
- Water supply system charge  
17 October 2024 - 31 December 2024  
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- Sewerage system charge  
17 October 2024 - 31 December 2024  
A fixed cost for running, maintaining, and repairing the sewerage system.
- Other authority charges  
Waterways and drainage charge  
1 October 2024 - 31 December 2024  
Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit [melbournewater.com.au/wwdc](http://melbournewater.com.au/wwdc)
- 🌳 Parks charge  
1 October 2024 - 31 December 2024  
Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit [parks.vic.gov.au](http://parks.vic.gov.au)

## Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit [yvw.com.au/financialhelp](http://yvw.com.au/financialhelp).

## Contact us

📞 Enquiries	1300 304 688	For language assistance
🔧 Faults and Emergencies	13 27 62 (24hr)	العربية 1300 914 361
✉️ <a href="mailto:enquiry@yvw.com.au">enquiry@yvw.com.au</a>		廣東話 1300 921 362
🌐 <a href="http://yvw.com.au">yvw.com.au</a>		Ελληνικά 1300 931 364
📞 TTY Voice Calls	133 677	普通话 1300 927 363
🗣️ Speak and Listen	1300 555 727	For all other languages call our translation service on <b>03 9046 4173</b>

## Next meter reading:

Between 10-17 Feb 2025

## Register your concession\*

Save up to 50% on your water and sewer charges.

🌐 [yvw.com.au/concessions](http://yvw.com.au/concessions)  
📞 **1300 441 248**

\*Health Care, Pension or DVA health card holders

# Support when it matters

## We know managing bills can be tough

That's why we offer a range of options to help take the pressure off bill payments:

- payment plans
- payment extensions
- concession discounts
- utility relief grants.

📞 **1300 441 248**  
🌐 [yvw.com.au/watercare](http://yvw.com.au/watercare)



# PROPERTY REPORT

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 18 November 2024 12:33 PM

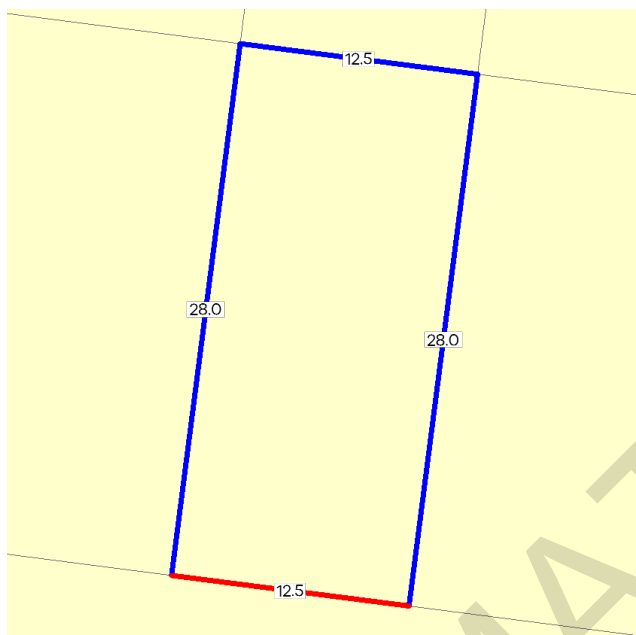
## PROPERTY DETAILS

Address: **20 ERBA STREET WOLLERT 3750**  
Lot and Plan Number: **Lot 428 PS819382**  
Standard Parcel Identifier (SPI): **428\PS819382**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **1220714**  
Directory Reference: **Melway 388 G10**

[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:** 350 sq. m

**Perimeter:** 81 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.

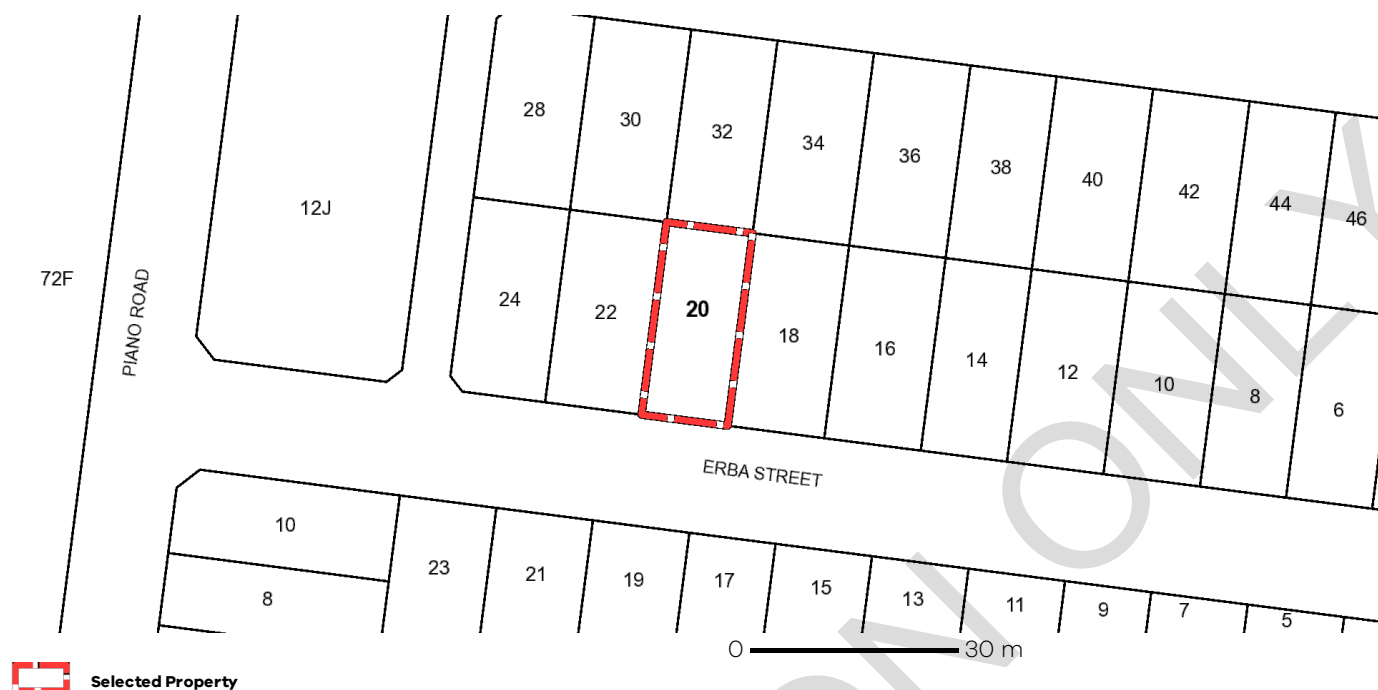
The Planning Property Report for this property can found here - [Planning Property Report](#)

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



# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 18 November 2024 12:33 PM

## PROPERTY DETAILS

Address: **20 ERBA STREET WOLLERT 3750**  
Lot and Plan Number: **Lot 428 PS819382**  
Standard Parcel Identifier (SPI): **428\PS819382**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **1220714**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 388 G10**

[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](#)

## Note

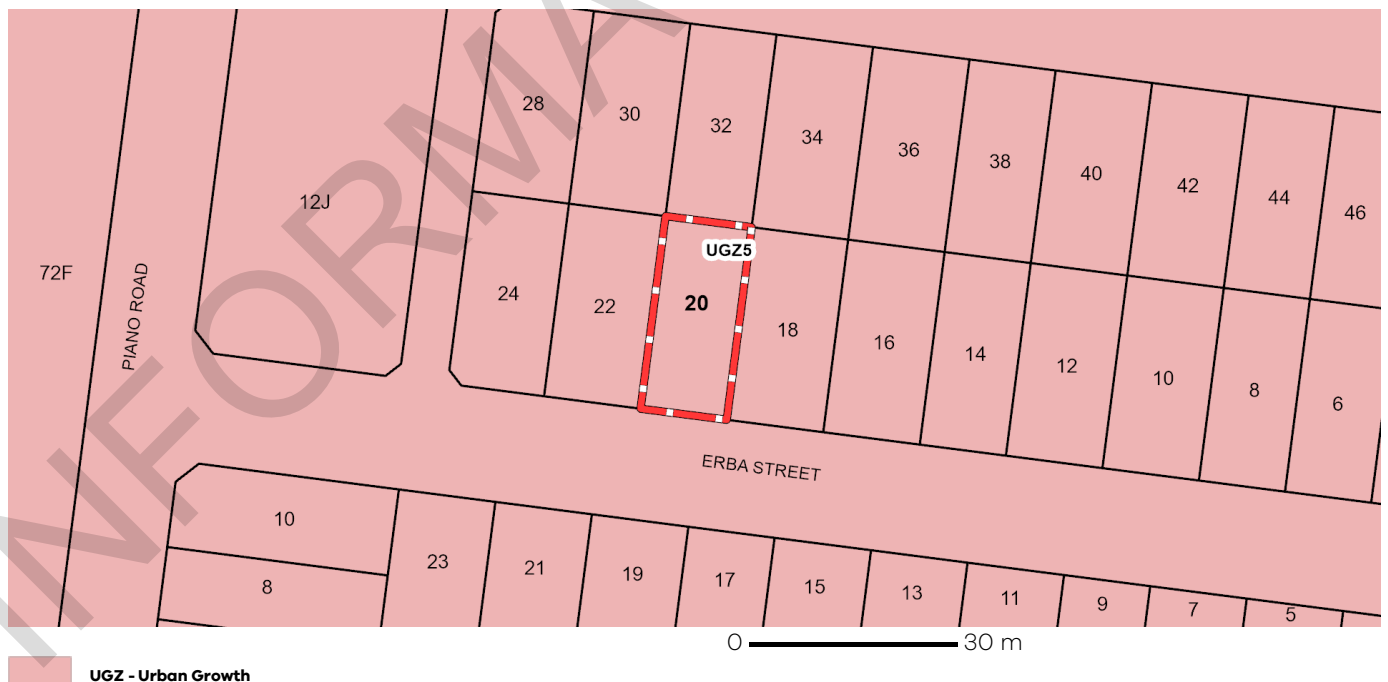
**This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.**

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

## Planning Zones

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

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



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

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

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

## Planning Overlay

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

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

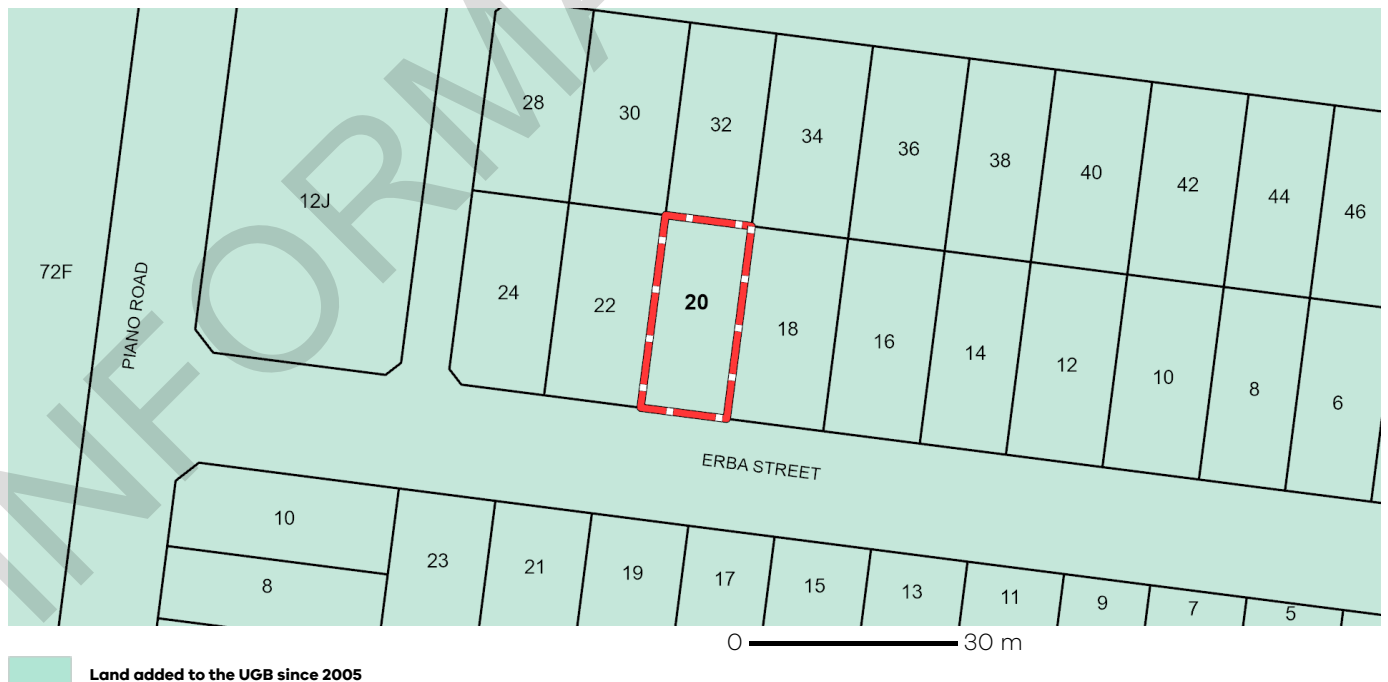


## Growth Area Infrastructure Contribution

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

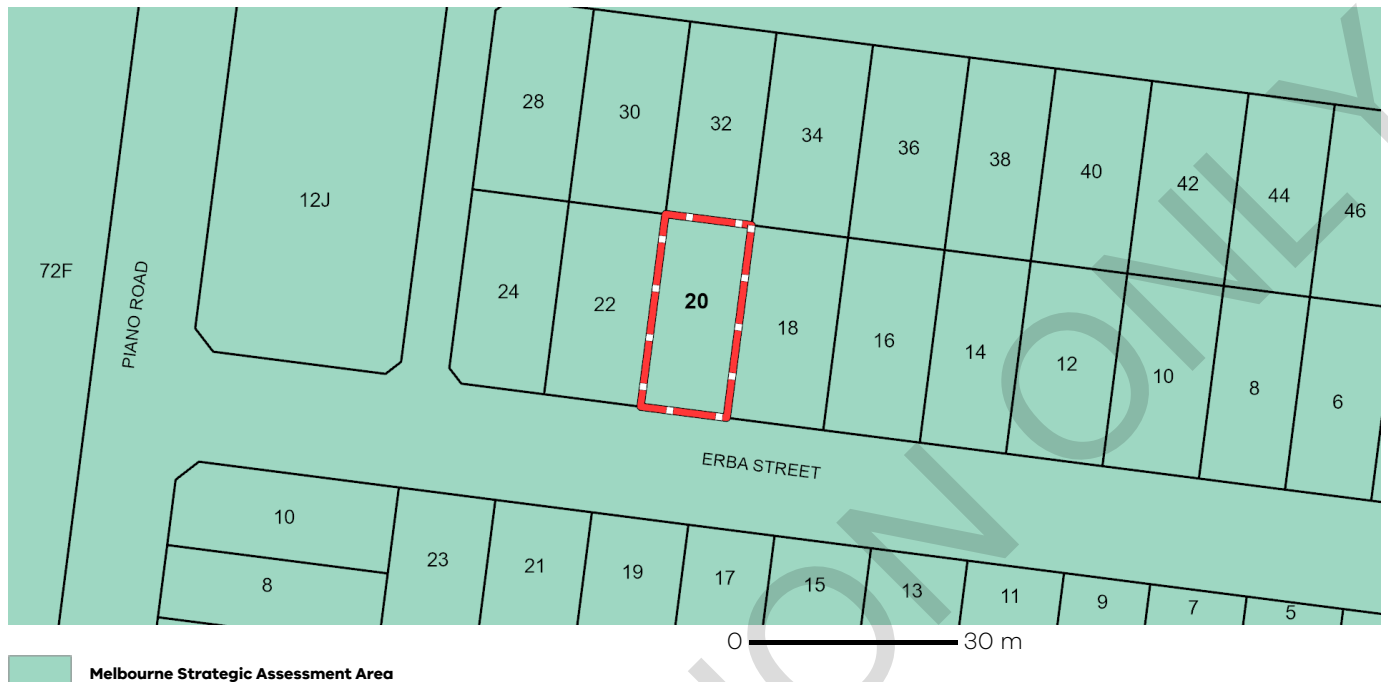
It may be subject to the Growth Area Infrastructure Contribution.

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



## Melbourne Strategic Assessment

This property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://nvim.delwp.vic.gov.au/BCS>



## Further Planning Information

Planning scheme data last updated on 13 November 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>

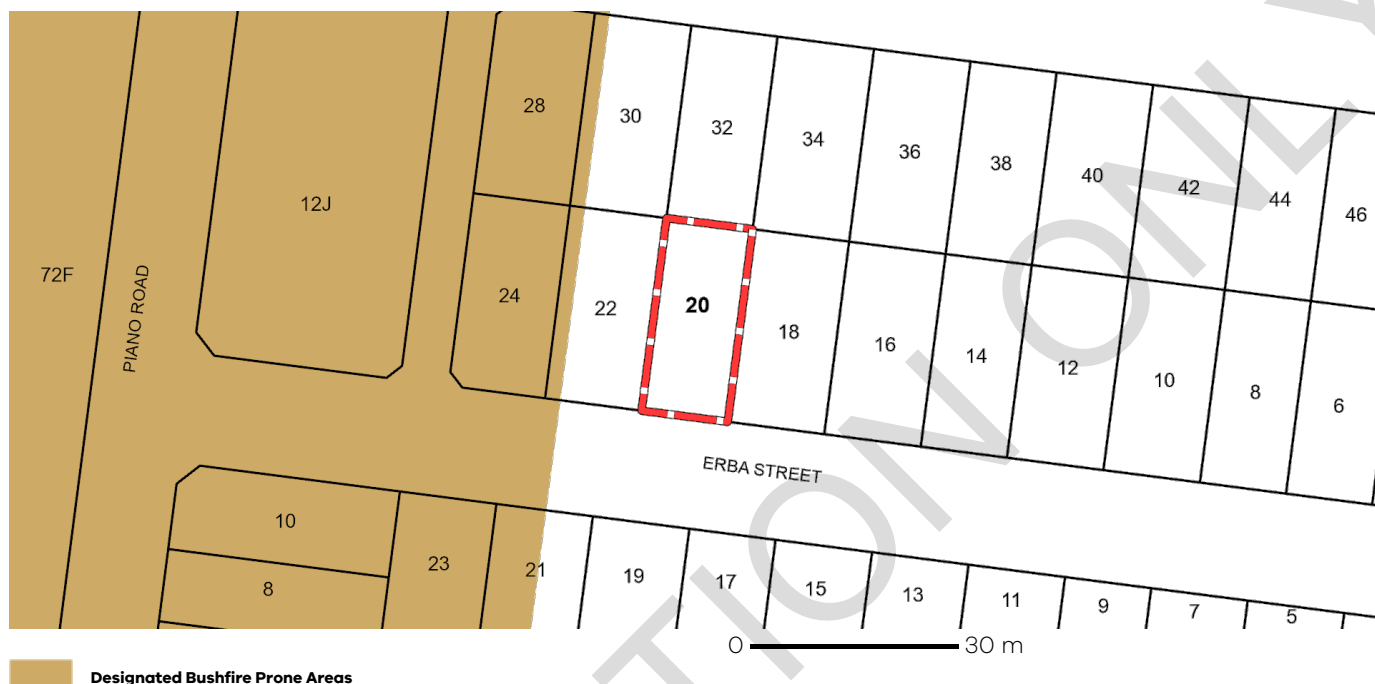
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## 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.





**FORM 2**

**Building Act 1993**

Building Regulations 2018 - Regulation 37(1)

**Building Permit No. CBS-U 66127/1911015300774**

**Issue to**

Agent of Owner:

**Reza Faili**

Postal Address:

**33 Anthony Avenue, DONCASTER VIC**

Email:

[rez@basestone.org](mailto:rez@basestone.org)

Address for serving or giving of documents:

**33 Anthony Avenue, DONCASTER VIC**

Contact Person:

**Reza Faili**

Postcode: **3108**

Telephone: **0411 815 435**

Postcode: **3108**

Telephone: **0411 815 435**

**Ownership Details**

Owner:

**Reza Faili**

Postal Address:

**33 Anthony Avenue, DONCASTER VIC**

Email:

[rez@basestone.org](mailto:rez@basestone.org)

Contact Person:

**Reza Faili**

Postcode: **3108**

Telephone: **0411 815 435**

**Property Details**

Number: **20**

Lot/s: **428**

CA: **n/a**

Municipal District:

Street/Road: **Erba Street**

LP/PS: **819382S**

Section No: **17**

**Whittlesea City Council**

Suburb: **Wollert**

Volume: **12513**

Parish: **Wollert**

Postcode: **3750**

Folio: **151**

County: **N/A**

**Builder**

Name:

**Base Stone Pty Ltd**

Telephone

**0411 815 435**

Registration no.:

**CDB-U 66038**

Postal Address:

**33 Anthony Avenue, DONCASTER VIC**

Postcode:

**3108**

**Domestic Builder - Unlimited**

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

**Building practitioner or architect engaged to prepare documents for this permit**

Name	Category/class	Registration Number
Michael Miskas	Draftsperson - Building Design	DP-AD 36212
Mishko Nikolovski	Engineer - Civil	PE0002238

**Details of Domestic Building Work Insurance**

Name of Builder: **Base Stone Pty Ltd**

Name of Issuer or Provider: **BOVILL RISK & INSURANCE CONSULTANTS PTY LTD**

Policy Number: **C882190**

Policy cover: **\$300,000.00**

**Nature of Building Work**

Construction of a New Single Storey Dwelling & Associated Garage Only

Storeys contains: **1**

Version of BCA applicable to permit: **BCA Vol 2 2022**

Stage of Building Work Permitted: **Entire - Dwelling & Associated Garage**

Cost of Building Work: **\$300,000.00**

Total floor area of new building work m<sup>2</sup>: **170**

**BCA Classification**

Part of Building: **Dwelling**

Class: **1a(a)**

Part of Building: **Associated Garage**

Class: **10a**



## Performance Solution

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

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

## Prescribed Reporting Authorities

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

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

## Protection Work

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

## Inspection Requirements

The mandatory inspection notification stages are:

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

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

If an occupancy permit is required, the permit is required for the building in relation to which the building work is carried out.

## Commencement and Completion

This building work must commence by 21 June 2025

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

This building work must be completed by 21 June 2026

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


## Conditions and required Certificates

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

## Relevant Building Surveyor

Name: Opes Permits Pty Ltd  
Address: PO BOX 2042, Oak Park VIC 3046  
Email: [admin@opesbs.com.au](mailto:admin@opesbs.com.au)  
Building practitioner registration no.: CBS-U 66127  
Municipal district: Whittlesea City Council

## Designated Building Surveyor

Name: Mehmet Yuksel  
Permit no.: CBS-U 66127/1911015300774  
Building practitioner registration no.: BSU-44430  
Date of issue of permit: 21 June 2024  
Signature: 

**FORM 16**  
Regulation 192  
**Building Act 1993**  
Building Regulations 2018

Occupancy Permit  
Project Number: 20242104

**OCCUPANCY PERMIT**  
**For Building Permit No. CBS-U 66127/1911015300774**

**Property Details**

**Address:** 20 Erba Street, Wollert Vic 3750  
**Lot:** 428  
**CA:** n/a  
**Municipality:** Whittlesea City Council  
**LP/PS:** 819382S  
**Volume:** 12513  
**Parish:** Wollert  
**Section:** 17  
**Folio:** 151  
**County:** N/A

**Building permit details**

**Building permit number:** CBS-U 66127/1911015300774  
**Version of BCA applicable to building permit:** BCA Vol 2 2022

**Building Details**

**Part of building to which permit applies:** Entire - Dwelling & Associated Garage  
**Permitted Use:** Residential  
**BCA Class of building:** 1a(a), 10a  
**Maximum Permissible Floor Live Load:** Dwelling Floor 1.5 kPa, Roof 0.25 kPa  
Garage Floor 2.5 kPa & Roof 0.25 kPa  
**Storeys contained** 1

**Performance Solutions**

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

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

**Reporting Authority**

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

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


**Suitability of Occupation**

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

**Date of Approved Inspection:**

Bored Piers Inspection 25/06/2024  
Pre-Slab Inspection 02/07/2024  
Slab-Steel Inspection 11/07/2024  
Frame Inspection 22/07/2024  
Final Inspection 29/10/2024

**Relevant Building Surveyor:**

Name: Mehmet Yuksel  
Address: PO BOX 2042, Oak Park VIC 3046  
Email: [admin@opesbs.com.au](mailto:admin@opesbs.com.au)  
Building practitioner registration no.: BSU-44430  
Municipal district name: Whittlesea City Council  
Certificate no. CBS-U 66127/1911015300774 - Occupancy Permit  
Date of issue: 13 November 2024  
Date of final inspection: 29 October 2024  
Signature: 

# Domestic Building Insurance

## Certificate of Insurance

**Reza Faili****7A Colchester Drive  
Doncaster East  
VIC 3109**

Policy Number:

**C882190**

Policy Inception Date:

**21/05/2024**

Builder Account Number:

**246984**

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

### Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**At the property: **20 Erba St WOLLERT VIC 3750 Australia**Carried out by the builder: **BASE STONE PTY. LTD.**Builder ACN: **159370831**

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

For the building owner(s): **Reza Faili**Pursuant to a domestic building contract dated: **21/05/2024**For the contract price of: **\$ 300,000.00**Type of Cover: **Cover is only provided if BASE STONE PTY. LTD. has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses \***The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy\***

### PLEASE CHECK

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

### IMPORTANT

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

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



Scan the QR code with your phone's camera to check the details on this policy are correct.

Alternatively, visit <https://www.buildvic.vic.gov.au/ClaimsPortal/s/verify-certificate> and enter your policy number to check the details on this policy are correct.

## Period of Cover

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

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

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

Issued by Victorian Managed Insurance Authority (VMIA)

## Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	<b>\$2,178.00</b>
GST:	<b>\$217.80</b>
Stamp Duty:	<b>\$239.58</b>
<b>Total:</b>	<b>\$2,635.38</b>

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

*Below are some examples of what to look for*

