

# CONTRACT OF SALE OF REAL ESTATE

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

**Property Address: 3 Grace Street CRAIGIEBURN VIC 3064**

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

The terms of this contract are contained in the:

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

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

Print name of person signing: .....

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney') .....

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

**SIGNED BY THE VENDOR** ..... on ...../...../20.....

Print name of person signing MILIND KUMAR RATHORE

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney') .....

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

## IMPORTANT NOTICE TO PURCHASERS

### Cooling-off period

Section 31  
**Sale of Land Act 1962**

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

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

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

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

## NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

### Off-the-Plan Sales

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

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

## PARTICULARS OF SALE

### VENDOR'S ESTATE AGENT

Harcourts Rata & Co  
W1, 337 Settlement Rd THOMASTOWN VIC 3074

Tel: 03 9465 7766 Fax: Ref: Con Tsalkos Email: sold@rataandco.com.au

### VENDOR

**MILIND KUMAR RATHORE**

### VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

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

Tel: 03 9364 1133 Fax: 03 9364 0022 Ref: HN-24/32636 Email:  
settlement2@easylinkconveyancing.com.au

### PURCHASER

### PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel: Fax: Ref: Email:

**LAND** (general conditions 7 & 13)

The Land is:-  
Described in the table below

Certificate of Title Reference	Being Lot	On plan
11457/618	1011	PS 714636W

The Land includes all improvements and fixtures.

### **PROPERTY ADDRESS**

The address of the land is:  
**3 Grace Street Craigieburn Vic 3064**

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

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

## **PAYMENT**

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

### Deposit bond

☐ General condition 15 applies only if the box is checked

### Bank guarantee

☐ General condition 16 applies only if the box is checked

## **GST** (general condition 19)

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

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

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

## **SETTLEMENT** (general condition 17 & 26.2)

Is due on

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

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

## **LEASE** (general condition 5.1)

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

in which case refer to general condition 5.1.

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

Residential tenancy agreement for a fixed term ending

Periodic residential tenancy agreement determinable by notice

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

## **TERMS CONTRACT** (general condition 30)

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

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

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

Lender:

Loan amount: \$

Approval date:

### **Building report**

☐ General condition 21 applies only if the box is checked

### **Pest report**

☐ General condition 22 applies only if the box is checked

## SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

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

### 1. Purchaser's inspection and investigation.

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

### WARRANTY BY VENDOR

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

### CLAIMS BY PURCHASER

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

### 2. Nomination

General condition 4 of the contract of sale is added:

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



### **3. Extension/Variation request**

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

### **4. Rescheduled Settlement**

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

### **5. Adjustments**

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

### **6. Duties Form**

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

### **7. Default not remedied**

General conditions 35.4 of the contract of sale is added:

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

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

### **8. Amendments**

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

### **9. GC 23 – special condition**

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

### **10. GC 28 – special condition**

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

# Contract of Sale of Land - General Conditions

## Contract Signing

### 1 ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

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

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

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

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

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

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

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

## 7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

## 8. SERVICES

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

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

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

## 11. RELEASE OF SECURITY INTEREST

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

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

date for settlement.

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

general condition 11.14 applies despite general condition 11.1.

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

## **12. BUILDER WARRANTY INSURANCE**

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

## **13. GENERAL LAW LAND**

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
- (b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

## **Money**

## **14. DEPOSIT**

14.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
  - (i) there are no debts secured against the property; or
  - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

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

## **15. DEPOSIT BOND**

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

## **16. BANK GUARANTEE**

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

16.2 In this general condition:

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

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

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

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

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

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

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

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

## 17. SETTLEMENT

17.1 At settlement:

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

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

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

## 18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

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

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

18.9 The vendor must before settlement:

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

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

## **19. GST**

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

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

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

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

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

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



settlement on the property.

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

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

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

19.7 In this general condition:

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

## **20. LOAN**

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

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

## **21. BUILDING REPORT**

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

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

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

## **22. PEST REPORT**

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

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

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

## **23. ADJUSTMENTS**

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

## **24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

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

payment of the amount.

## 25. GST WITHHOLDING

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

## **Transactional**

### **26. TIME & CO OPERATION**

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

### **27. SERVICE**

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

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

27.3 A document is sufficiently served:

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

27.4 Any document properly sent by:

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

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

have corresponding meanings.

## **28. NOTICES**

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

## **29. INSPECTION**

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

## **30. TERMS CONTRACT**

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

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

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

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

## **31. LOSS OR DAMAGE BEFORE SETTLEMENT**

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

## **32. BREACH**

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

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

## **Default**

## **33. INTEREST**

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

## **34. DEFAULT NOTICE**

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

34.2 The default notice must:

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

## **35. DEFAULT NOT REMEDIED**

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

## GUARANTEE and INDEMNITY

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

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

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

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

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

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

SIGNED SEALED AND DELIVERED by the said )

Print Name..... )

in the presence of: )

Witness..... )

Director (Sign)

SIGNED SEALED AND DELIVERED by the said )

Print Name..... )

in the presence of: )

Witness..... )

Director (Sign)

# Real Estate Auction Rules

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

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

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



# **SECTION 32**

# **STATEMENT**

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

<b>Vendor:</b>	MILIND KUMAR RATHORE
<b>Property:</b>	3 Grace Street CRAIGIEBURN VIC 3064

**VENDORS REPRESENTATIVE**

EASY LINK CONVEYANCING

Shop

328 Main Road East  
ST ALBANS VIC 3021

Tel: 03 9364 1133

Fax: 03 9364 0022

Email: settlement2@easylinkconveyancing.com.au

Ref: HN-24/32636

SECTION 32 STATEMENT  
3 GRACE STREET CRAIGIEBURN VIC 3064

**32A FINANCIAL MATTERS**

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

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

**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
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-  
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 under section 192A of the Building Act 1993.

SECTION 32 STATEMENT  
3 GRACE STREET CRAIGIEBURN VIC 3064

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: HUME PLANNING SCHEME  
Responsible Authority: HUME CITY COUNCIL  
Zoning: UGZ - Urban Growth Zone  
Planning Overlay/s: See attached certificates

**32D NOTICES**

- (a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

**32E BUILDING PERMITS**

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

No such Building Permit has been granted to the Vendors knowledge.

**32F OWNERS CORPORATION**

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

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

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

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

SECTION 32 STATEMENT  
3 GRACE STREET CRAIGIEBURN VIC 3064

**32H SERVICES**

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

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

**32I TITLE**

Attached are the following document/s concerning Title:

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

SECTION 32 STATEMENT  
3 GRACE STREET CRAIGIEBURN VIC 3064

DATE OF THIS STATEMENT

	/		/20	
--	---	--	-----	--

Name of the Vendor

MILIND KUMAR RATHORE

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

x

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

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

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

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

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

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

VOLUME 11457 FOLIO 618

Security no : 124115937035M  
Produced 19/06/2024 11:55 AM

LAND DESCRIPTION

Lot 1011 on Plan of Subdivision 714636W.  
PARENT TITLE Volume 11427 Folio 898  
Created by instrument PS714636W 18/11/2013

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
MILIND KUMAR RATHORE of 39 ST GEORGES ROAD PRESTON VIC 3072  
AK763285P 05/12/2013

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW445026L 12/01/2023  
BEYOND BANK AUSTRALIA LTD

COVENANT PS714636W 18/11/2013

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  
AK382843D 04/06/2013

DIAGRAM LOCATION

SEE PS714636W 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: 3 GRACE STREET CRAIGIEBURN VIC 3064

ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL  
Effective from 12/01/2023

DOCUMENT END

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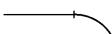

Document Type	<b>Plan</b>
Document Identification	<b>PS714636W</b>
Number of Pages (excluding this cover sheet)	<b>9</b>
Document Assembled	<b>19/06/2024 12:00</b>

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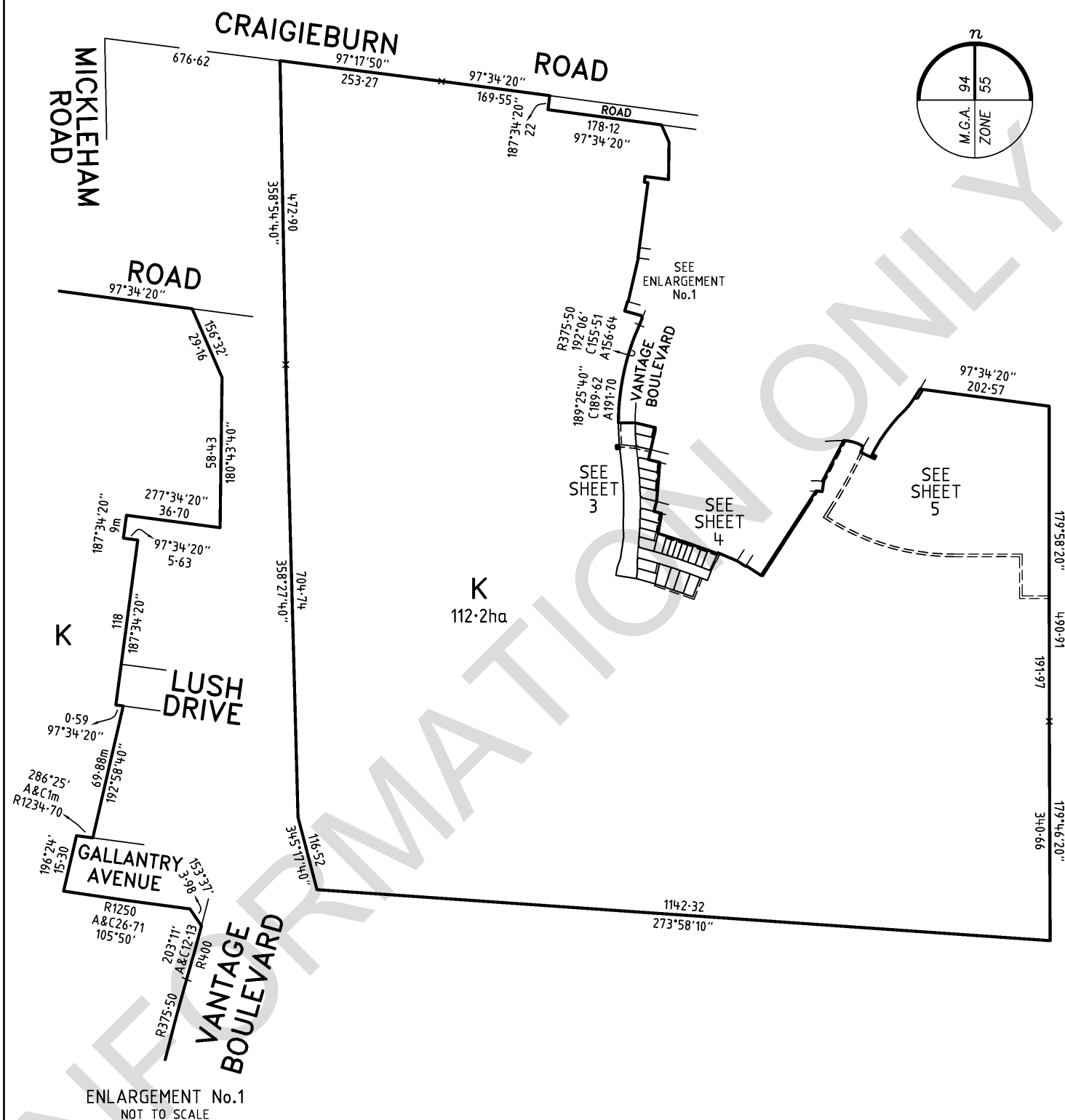


<b>PLAN OF SUBDIVISION</b>				LV use only <b>EDITION 1</b>	Plan Number <b>PS 714636W</b>
<b>Location of Land</b> <b>Parish:</b> YUROKE  <b>Township:</b> — <b>Section:</b> 17 <b>Crown Allotment:</b> B (PART)  <b>Section:</b> 18 <b>Crown Allotment:</b> A, B, C & D (PARTS) <b>Crown Portion:</b> — <b>Title Reference:</b> LOT H PS711339U <b>Last Plan Reference:</b> VOL 11427 FOL 898  <b>Postal Address:</b> CRAIGIEBURN ROAD (at time of subdivision) CRAIGIEBURN 3064  <b>MGA 94 Co-ordinates</b> E 314 100 Zone: 55 (of approx. centre of land in plan) N 5 836 800				<b>Council Name:</b> HUME CITY COUNCIL <b>Council Ref:</b>	
				<b>Notations</b>	
<b>Vesting of Roads and/or Reserves</b>				<b>Staging</b>	
Identifier		Council/Body/Person		This is/is not a staged subdivision Planning Permit No. <b>P15546</b>	
ROAD R1		HUME CITY COUNCIL		<b>Depth Limitation</b> DOES NOT APPLY  TANGENT POINTS ARE SHOWN THUS:   LOTS 1 TO 1000 AND LOTS A TO J (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN  AREA OF LAND SUBDIVIDED (EXCLUDING LOT K) - 1.928ha	
<b>Survey</b> This plan is/ <del>is not</del> based on survey <b>SEE PS533784N</b> This survey has been connected to permanent marks no(s) <b>43</b> In Proclaimed Survey Area No. —					
<b>Easement Information</b>					
<b>Legend:</b> E — Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance      A — Appurtenant Easement R — Encumbering Easement (Road)					
Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of	
E-1 E-1	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	PS711340L PS711340L	HUME CITY COUNCIL YARRA VALLEY WATER LIMITED	
E-2 E-2	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	HUME CITY COUNCIL YARRA VALLEY WATER CORPORATION	
E-3	SEWERAGE	SEE DIAG	PS711340L	YARRA VALLEY WATER LIMITED	
E-4 E-4	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	PS711339U PS711339U	HUME CITY COUNCIL YARRA VALLEY WATER LIMITED	
E-5	SUPPLY OF WATER BY PIPELINE	SEE DIAG	PS640978B	YARRA VALLEY WATER LIMITED	
E-6	POWERLINE	SEE DIAG	PS711339U -SEC 88 ELECTRICITY INDUSTRY ACT 2000	JEMENA ELECTRICITY NETWORKS (VIC) LTD	
E-7	POWERLINE	SEE DIAG	PS711340L -SEC 88 ELECTRICITY INDUSTRY ACT 2000	JEMENA ELECTRICITY NETWORKS (VIC) LTD	
<b>ASTON — 10</b>					
<b>25 LOTS &amp; BALANCE LOT K</b>					
<b>Bosco Jonson Pty Ltd</b> A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992					
<b>LICENSED SURVEYOR (PRINT)</b> GEOFFREY JAMES TURNER  SIGNATURE ..... DIGITALLY SIGNED ..... DATE / /  REF 29093103 13/08/13 VERSION E DWG 2909310AE				Sheet 1 of 8 sheets  Original sheet size A3  <b>PLAN REGISTERED</b> TIME: 12:01 PM DATE: 18/11/2013 GREGORY R GILLARD Assistant Registrar of Titles	

# PLAN OF SUBDIVISION

Plan Number

**PS 714636W**



**ASTON - 10**

**Bosco Jonson Pty Ltd**

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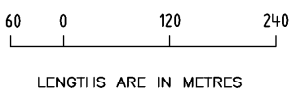


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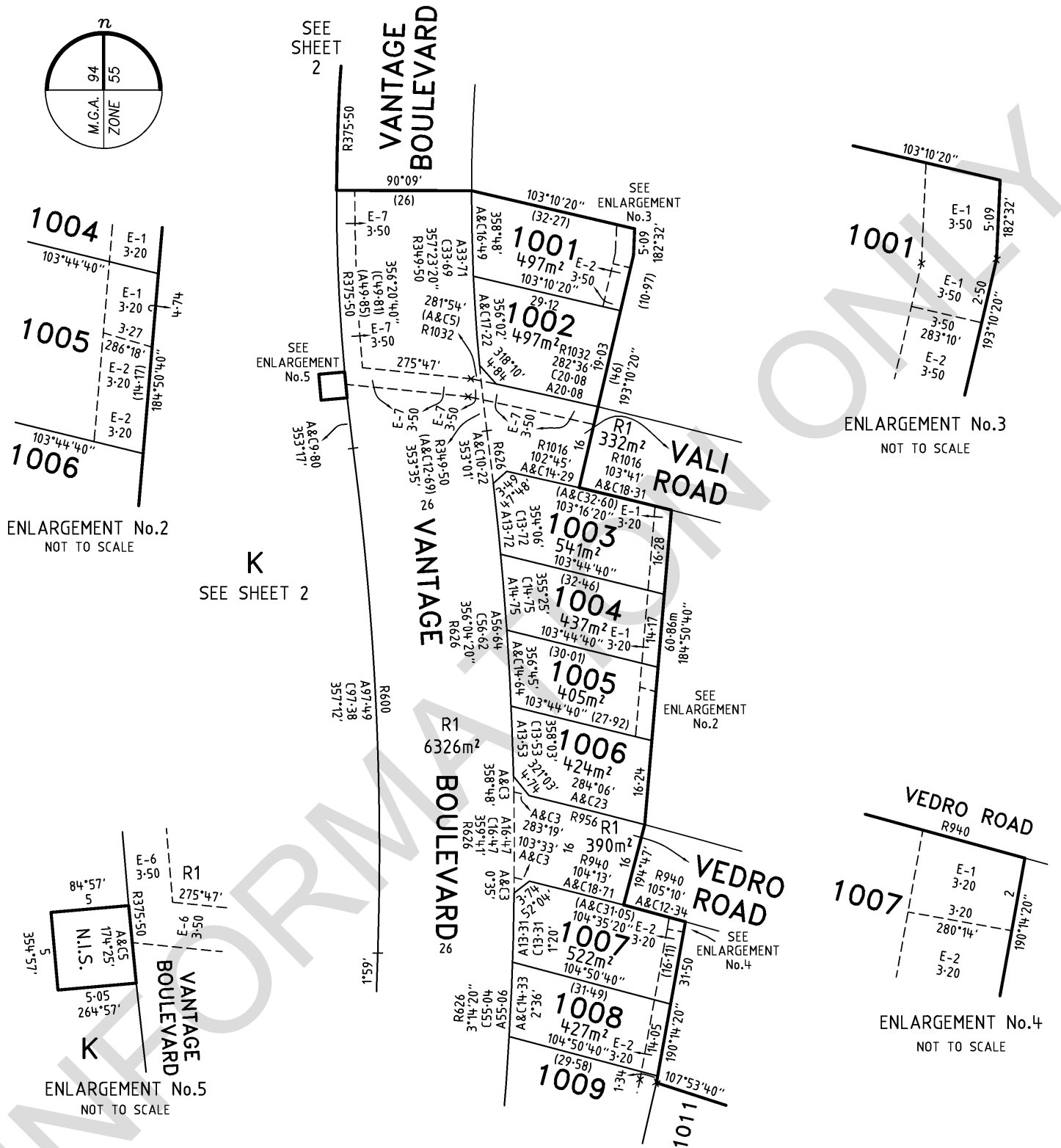
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DWG 2909310AE

Sheet 2

# PLAN OF SUBDIVISION

Plan Number

**PS 714636W**



ENLARGEMENT No.2  
NOT TO SCALE

K  
SEE SHEET 2

ENLARGEMENT No.3  
NOT TO SCALE

ENLARGEMENT No.5  
NOT TO SCALE

ENLARGEMENT No.4  
NOT TO SCALE

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SEE SHEET 4

ORIGINAL	SCALE
SCALE 1:750	SHEET SIZE A3
	7.5 0 15 30 LENGTHS ARE IN METRES

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Sheet 3

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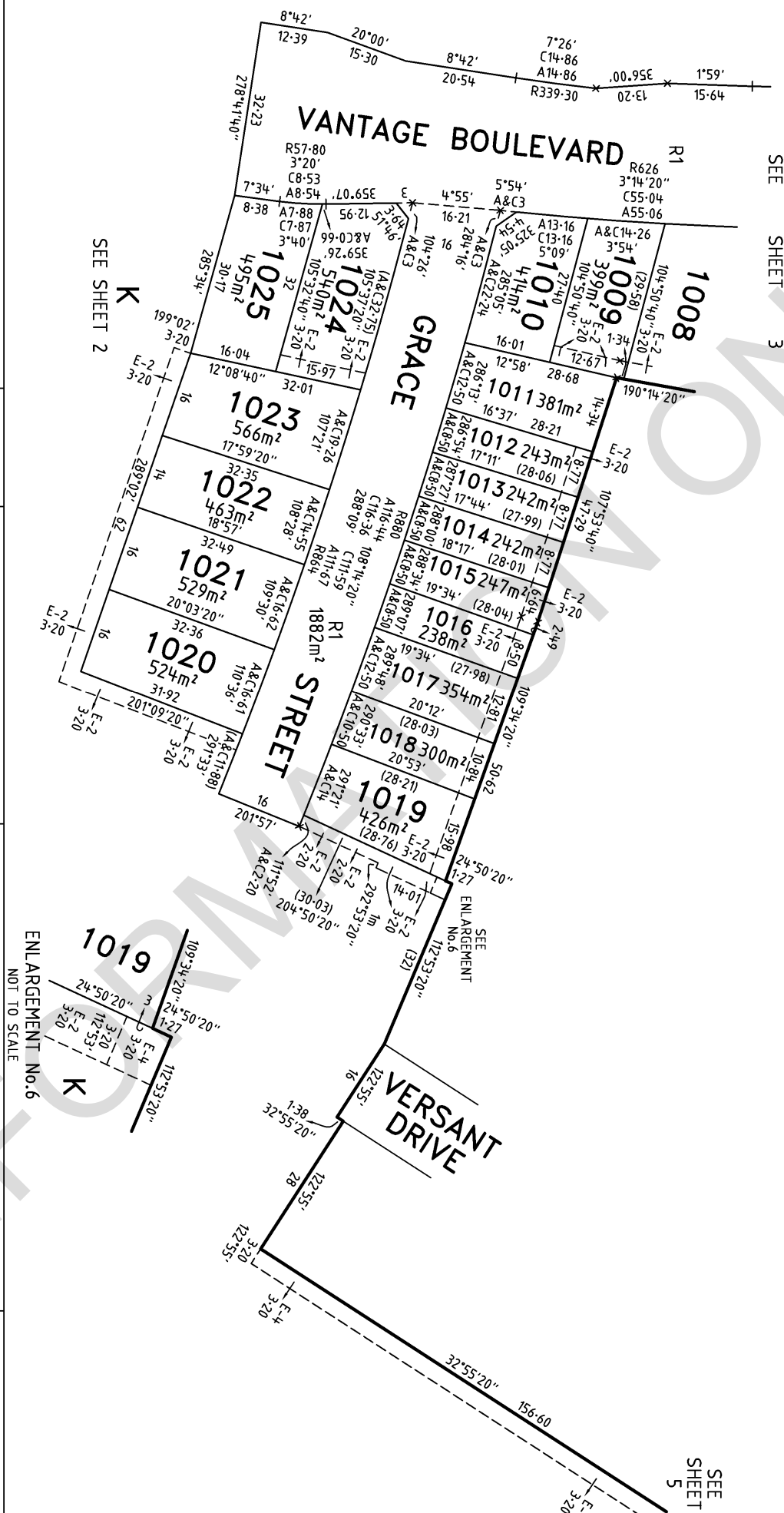
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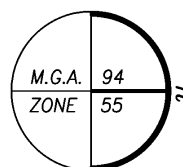
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Sheet 4



SEE SHEET 3



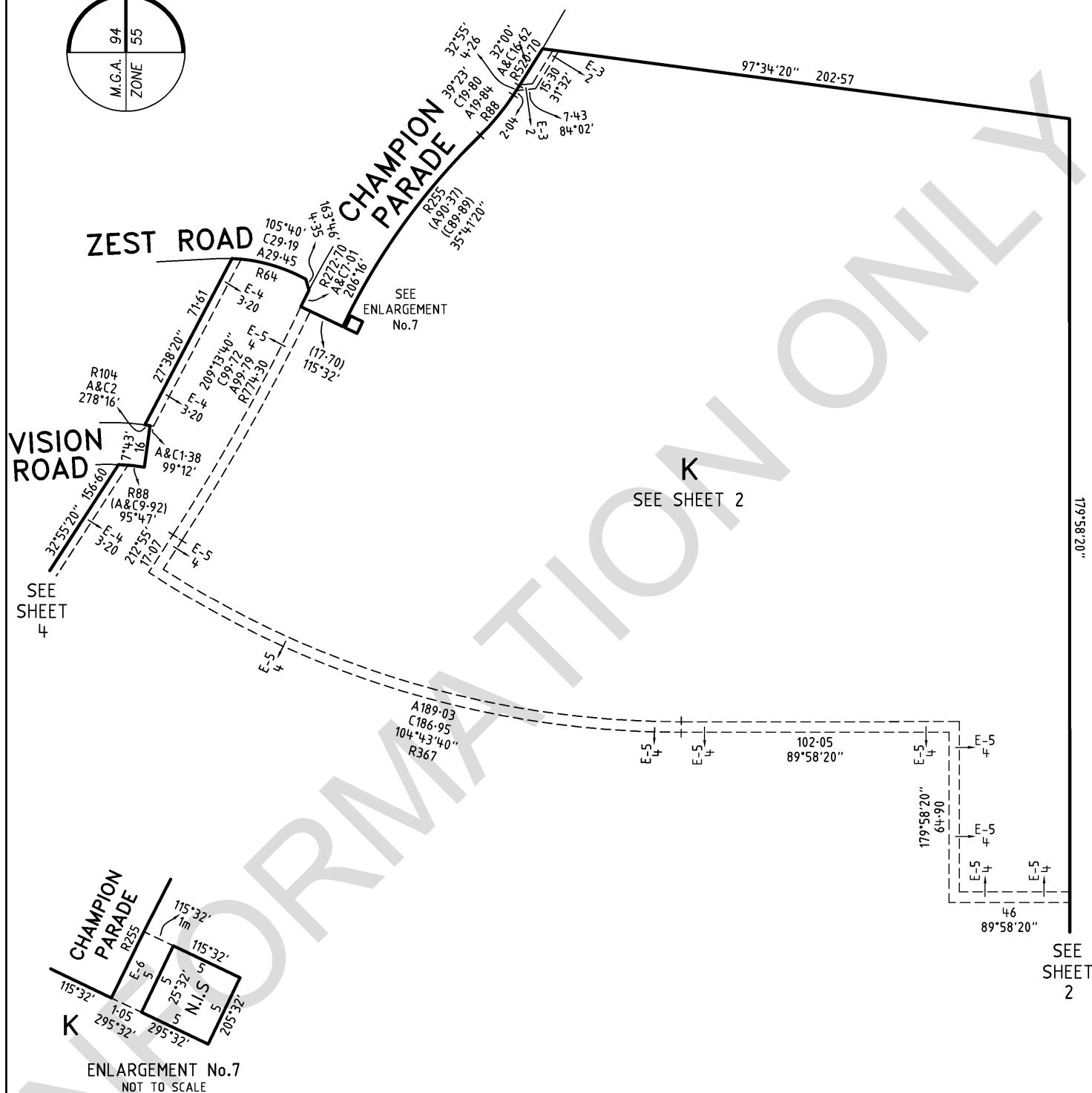
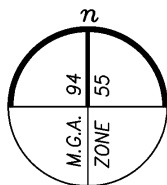
# PLAN OF SUBDIVISION

Plan Number  
**PS 714636W**

# PLAN OF SUBDIVISION

Plan Number

**PS 714636W**



ASTON - 10

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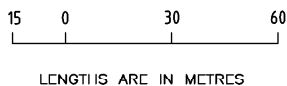


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DWG 2909310AE

Sheet 5

**PLAN OF SUBDIVISION**

Plan Number

**PS 714636W****CREATION OF RESTRICTION**

The following restriction is to be created upon registration of Plan of Subdivision No. PS714636W by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

Table of land burdened and land benefited:

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1001	1002
1002	1001
1003	1004
1004	1003, 1005
1005	1004, 1006
1006	1005
1007	1008
1008	1007, 1009
1009	1008, 1010, 1011
1010	1009, 1011
1011	1009, 1010, 1012
1012	1011, 1013
1013	1012, 1014

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1014	1013, 1015
1015	1014, 1016
1016	1015, 1017
1017	1016, 1018
1018	1017, 1019
1019	1018
1020	1021
1021	1020, 1022
1022	1021, 1023
1023	1022, 1024, 1025
1024	1023, 1025
1025	1023, 1024

**DESCRIPTION OF RESTRICTION**

Except with the written consent of Peet Craigieburn Pty Ltd 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:

**Memorandum of Common Provisions**

- (a) build or allow to be built on the Lot any building other than a building that has been constructed in accordance with the endorsed memorandum of common provisions (MCP) registered in dealing no. AA2192 which MCP is hereby incorporated into the Plan of Subdivision.

**Design Guidelines**

- (b) build or allow to be built on the Lot any building other than a building that has been approved by Peet or the Peet Craigieburn Pty Ltd Design Review Panel in accordance with the Peet Craigieburn Pty Ltd Design Guidelines.

**Building Envelopes**

- (c) build or allow to be built on the Lot any building other than in accordance with the building envelope plans shown in the Schedule on sheets 7 and 8.

**Single and Double Storey Construction**

- (d) build or allow to be built on the Lot any building with a rise of any number of levels other than in accordance with the storey plans shown in the Schedule on sheets 7 and 8.

**Garage**

- (e) build or allow to be built on the Lot any garage other than in accordance with the garage plans shown in the Schedule on sheets 7 and 8.

**Design Plans**

- (f) enter into any unconditional domestic building contract with a Builder, commence, carry out, erect, construct, permit or alter any development on the Lot without the applicable plans and specifications (including floor plans and elevations and finishes schedules) being first prepared and submitted to and approved by Peet Craigieburn Pty Ltd and then only in compliance with any condition (consistent with any restrictions affecting the Lot) imposed by Peet Craigieburn Pty Ltd in respect of that approval.

**Expiry**

- (g) The restrictions specified in paragraphs (a) to (f) (inclusive) shall cease to burden any Lot on the Plan of Subdivision with effect from 10 years from the date of registration.

For the purposes of this restriction "Peet" means Peet Craigieburn Pty Ltd ABN: 88 100 290 640 or any of its related bodies corporate or associated entities within the meaning of the Corporations Act 2001.

**ASTON – 10****Bosco Jonson Pty Ltd**

A.B.N 95 282 532 642  
P.O. Box 5075, South Melbourne, Vic 3205  
16 Eastern Road South Melbourne  
Vic 3205 Australia  
Tel 03) 9699 1400 Fax 03) 9699 5992



ORIGINAL

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SCALE

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LENGTHS ARE IN METRES

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SIGNATURE . . . . . DIGITALLY SIGNED . . . . . DATE / /

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Sheet 6

## Plan Number

CREATION OF RESTRICTION (CONTINUED)  
SCHEDULE

VANTAGE  
BOULEVARD

N.I.S.

# VANTAGE

**K**

BOULEVARD

VALI  
ROAD

VALI  
ROAD

VEDRO  
ROAD

VEDRO  
ROAD

1007

1008





1009

SEE SHEET 8

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16 Eastern Road South Melbourne  
Vic 3205 Australia  
Tel 03) 9699 1400 Fax 03) 9699 5992



### LEGEND

-  Minimum Single Garage required  
 Double Garage required  
 Single or Double Storey dwelling permitted  
 Double Storey dwelling required

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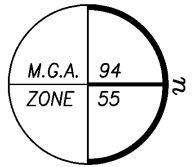
LENGTHS ARE IN METRES

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SIGNATURE      DIGITALLY SIGNED      DATE      /      /

REF 29093103 13/08/13 VERSION E  
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Sheet 7

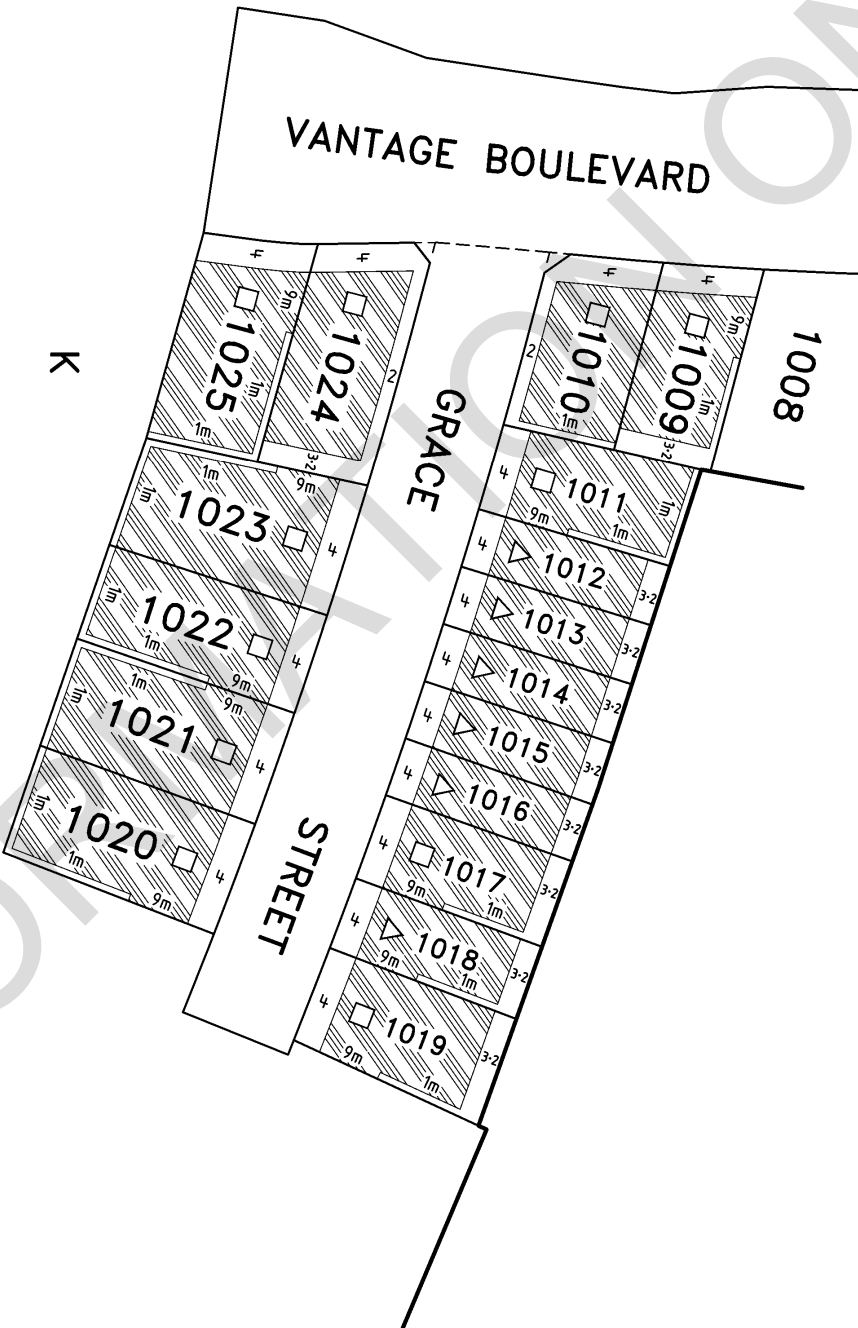


# PLAN OF SUBDIVISION

Plan Number  
**PS 714636W**

SEE SHEET 7

CREATION OF RESTRICTION (CONTINUED)  
SCHEDULE



## LEGEND

- Minimum Single Garage required
- Double Garage required
- Single or Double Storey dwelling permitted
- Double Storey dwelling required

ASTON — 10

**Bosco Jonson Pty Ltd**

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16 Eastern Road, South Melbourne  
Vic 3205 Australia  
Tel (03) 9699 1400 Fax (03) 9699 5992

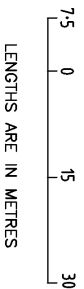


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SCALE



LICENSED SURVEYOR (PRINT)

GEOFFREY JAMES TURNER

SIGNATURE . . . . .

DATE

REF 29093103  
DWG 2909310AE

13/08/13

VERSION E

Sheet 8





**Plan of Subdivision PS714636W**  
**Certifying a New Version of an Existing Plan (Form 11)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S033282S  
Plan Number: PS714636W  
Responsible Authority Name: Hume City Council  
Responsible Authority Reference Number 1: S006834  
Surveyor's Plan Version: E

**Certification**

This plan is certified under section 11 (7) of the Subdivision Act 1988  
Date of original certification under section 6: 17/05/2013

**Public Open Space**

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

Has been made and the requirement has not been satisfied at Certification

Has been made and the requirement has been satisfied for: this plan at Statement of Compliance (Document updated 01/11/2013)

Digitally signed by Council Delegate: Tony Magazzu  
Organisation: Hume City Council  
Date: 26/09/2013


## MEMORANDUM OF COMMON PROVISIONS

Approved Form MCP

### Section 91A Transfer of Land Act 1958 *Victorian Land Titles Office*

Lodged by:  
Name: HWL EBSWORTH LAWYERS  
Customer Code: 0985X

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This memorandum (containing 13 page(s)) contains provisions which are intended for inclusion in instruments to be subsequently lodged for registration.

**ALL THOSE PROVISIONS IN THE ATTACHED PAGES NUMBERED 2-13**

Approval No. 325955A

# MCP

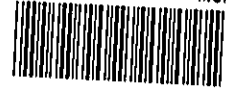
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## PROVISIONS

### PRELIMINARY

- A. This MCP has been prepared by or on behalf of Peet Craigieburn Pty Ltd in order to regulate the siting, form and design of residential development in accordance with the PEET Victoria Design Guidelines, so as to create a high level of amenity for owners and residents of allotments within the plan of subdivision.
- B. The provisions of this MCP are incorporated into the restrictions created by the plan of subdivision.
- C. The plan of subdivision and this MCP restrict certain lot owners from developing a lot other than in accordance with the building envelope plans.
- D. The building envelope plans provide details of approved building envelopes.
- E. This MCP, in conjunction with the plan of subdivision, provides the information necessary to interpret the approved building envelopes.
- F. Some of the matters addressed in this MCP are not covered by or are amendments to the Regulations and Scheme.
- G. This MCP is retained by the Registrar of Titles pursuant to section 91(A) of the Transfer of Land Act.

### PROVISIONS

Any building to be constructed on lots to which this MCP and the plan of subdivision apply and for which the construction would require a building permit must be sited within the approved building envelope subject to any specific encroachments allowed outside the approved building envelope pursuant to this MCP and the plan of subdivision.

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**MCP**

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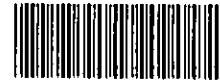
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## **1 Text of restrictions**

The siting of a building within the approved building envelope is subject to the restrictions imposed by this MCP, the plan of subdivision and any other applicable control.

### **1.1 Minimum street setbacks (regulation 409 and clause 54.03-1)**

A building must be set back from a street alignment in accordance with regulation 409 (Minimum street setbacks) in Part 4 of the Regulations and clause 54.03-1 in the Scheme, except as specified below.

A building on a lot must be set back from a street boundary not less than the distance specified in respect of that boundary on the building envelope plans.

Balconies, façade treatments, verandahs, open porches, covered walkways, pergolas and porticos that are less than 9.0 metres high and decks, sunblinds, shade sails, eaves, screens as per regulation 419(5)(d) or 419(6) of the Regulations, steps, landings, flues, pipes, fuel tanks, water tanks, heating and cooling equipment, fascias and gutters, may encroach not more than 2.4 metres into the minimum front setback and 1.5 metres into the setback on a side street or laneway for a dwelling, garage or carport. A covered balcony or verandah on the second storey of a building that is less than 9.0 metres may encroach not more than 1.5 metres into the minimum front setback.

A garage and / or carport on a lot more than 300 square metres must be set back at least 5 metres from the front boundary of the lot and be a minimum of 840 millimetres behind the front building line.

A garage and / or carport on a lot less than 300 square metres must either be set back less than 3.9 metres or more than 5.0 metres from the front boundary and be a minimum of 350 millimetres behind the front building line.

### **1.2 Building height (regulation 410 and clause 54.03-2)**

The height of a building on a lot must be in accordance with Regulation 410 (Building height) in Part 4 of the Regulations and clause 54.03-2 in the Scheme, except as specified below.

The height of a building on a lot must not exceed 10.0 metres unless the slope of the natural ground level at any cross section wider than 8 metres of the site of the building is 7.5 degrees or more, in which case the maximum building height should not exceed 12.0 metres.

(C0270174-11)

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# MCP

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### **1.3 Site coverage (regulation 411 and clause 54.03-3)**

The site area covered by buildings on a lot should be in accordance with regulation 411 (Site coverage) in Part 4 of the Regulations and clause 54.03-3 in the scheme, except as specified below.

Buildings must not occupy more than 75 per cent of the lot.

### **1.4 Side and rear setbacks (regulation 414 and clause 54.04-1)**

Side and rear setbacks on a lot must be in accordance with regulation 414 (Side and rear setbacks) in Part 4 of the Regulations and clause 54.04-1 in the Scheme, except as specified below.

A building on a lot must be set back from a side or rear boundary not less than the distance specified in respect of that boundary on the building envelope plans.

Balconies, façade treatments, verandahs, open porches, covered walkways, pergolas and porticos that are less than 9.0 metres high and decks, sunblinds, shade sails, eaves, screens as per regulation 419(5)(d) or 419(6) of the Regulations, steps, landings, flues, pipes, fuel tanks, water tanks, heating and cooling equipment, fascias and gutters, may encroach not more than 600 millimetres into the setback zone.

### **1.5 Walls on boundaries (regulation 415 and clause 54.04-2)**

Walls constructed on a boundary must be in accordance with regulation 415 (Walls on boundaries) in Part 4 of the Regulations and clause 54.05-2 in the Scheme, except as specified below.

A dwelling wall built on the boundary must not exceed a total height of 4.5 metres. A dwelling wall built on the boundary must not exceed a total length of 20 metres or the length of any existing abutting wall, whichever is the greater.

A dwelling on a lot that is less than 300 square metres is permitted to be sited as indicated by the side boundary profiles and building envelope plans provided for the lot.

### **1.6 Private Open Space (regulation 421 and clause 54.05-2)**

For a dwelling on lots less than 300 square metres, the only minimum private open space required is 25.00 square metres with each dimension (length and width) being a minimum of 3.0 metres.

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## 2 Notes on this MCP

- 2.1 Ground level after engineering works associated with subdivision is to be regarded as natural ground level.
- 2.2 Buildings must not cover registered easements unless approved by the relevant authority.
- 2.3 Edge lots are those lots that are part of the same certified plan of subdivision but share one or more common boundaries with or otherwise adjoin a lot that is not part of the same certified plan of subdivision. Regulation 406 in Part 4 of the Regulations and clause 56.04-2 in the Scheme, apply to each edge lot irrespective of Section 1 of this MCP.

## 3 General definitions

In this MCP:

- (1) **approved building envelope** means the building envelope shown for a particular lot in the building envelope plans and has the same meaning as in regulation 406 of the Regulations;
- (2) **building** has the same meaning as in the Building Act;
- (3) **Building Act** means the act of the Victorian Parliament known as the *Building Act* 1993 and any re-enactment or replacement of that act;
- (4) **building envelope** means an area within each lot (defined by the particular lot setbacks) where development of a dwelling, shed, garage and / or carport is allowed subject to the particular provisions of this MCP, the plan of subdivision and the Scheme;
- (5) **building envelope plans** means the plans which are attached to this MCP and to the plan of subdivision which show the approved building envelopes, certain setbacks and other related matters for the lots within the plan of subdivision;
- (6) **building permit** means a building permit in terms of the Building Act;
- (7) **control** includes a restriction in terms of the *Subdivision Act* 1988, an agreement under section 173 of the *Planning and Environment Act* 1987 (**PE Act**), a provision of an Act (other than the Building Act), a regulation (other than the Building Regulations), a requirement of a referral authority (in terms of section 55 of the PE Act) or an order of a Court or tribunal, which relates to the siting of a Building;

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- (8) **dwelling** has the same meaning as in the Scheme;
- (9) **frontage** has the same meaning as in the Scheme;
- (10) **front building line** is defined as the front wall of the dwelling, which does not include bay windows, porches, porticos and verandahs or any other permitted encroachments.
- (11) **height** has the same meaning as in the Regulations;
- (12) **lot** has the same meaning as in the Building Act;
- (13) **MCP** means this memorandum of common provisions;
- (14) **on the boundary** means a setback of up to 150 millimetres from the lot / property boundary is deemed to be on the boundary;
- (15) **plan of subdivision** means the plan of subdivision to which this MCP is incorporated by way of a restrictions on that plan of subdivision;
- (16) **private open space** has the same meaning as in the Regulations;
- (17) **recreational private open space** has the same meaning as in the Regulations;
- (18) **Regulations** means the *Building Regulations* 2006 or any subsequent regulations made pursuant to the Building Act which relate the siting of a Building;
- (19) **Scheme** means the planning scheme of the local authority responsible for the land contained within the plan of subdivision;
- (20) **secluded private open space** has the same meaning as in the Regulations;
- (21) **setback** has the same meaning as in the Regulations;
- (22) **side boundary** means a boundary of a lot that runs between and connects the street frontage of the lot to the rear boundary of the lot;
- (23) **site coverage** has the same meaning as in the Regulations;
- (24) **storey** has the same meaning as in the Scheme;

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- 
- (25) **PEET Craigieburn Pty Ltd** means Peet Craigieburn Pty Ltd ACN 100 290 640 or any associated entity or related body corporate of Peet Craigieburn Pty Ltd, including but not limited to Peet Ltd ACN 008 665 834;
- (26) **street**, for the purposes of determining street setbacks, means any road other than a footway or carriageway easement; and
- (27) **window** has the same meaning as in the Regulations.

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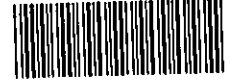


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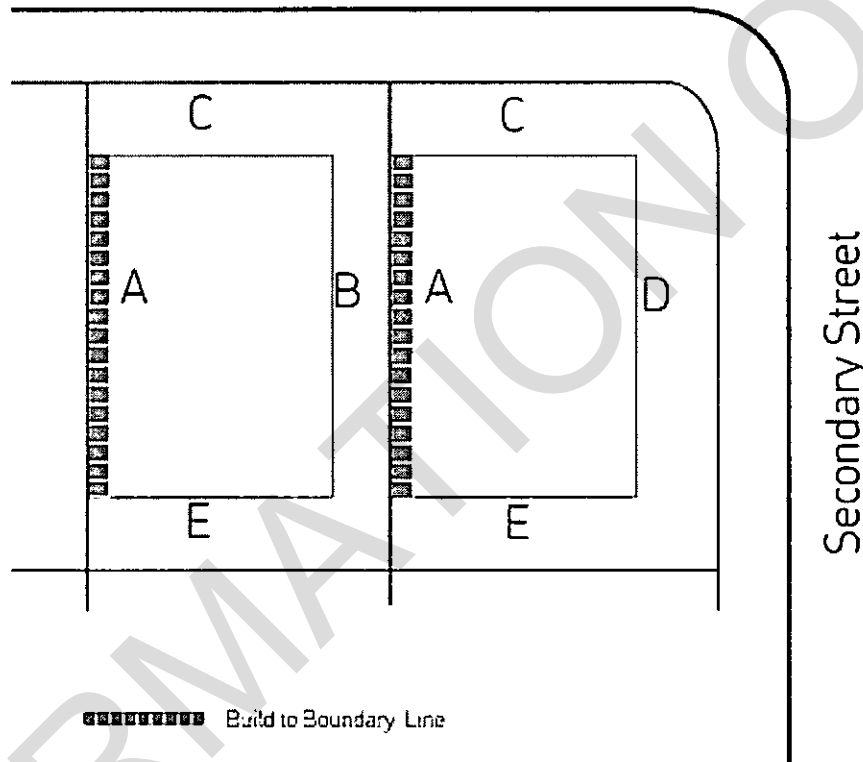
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## BOUNDARY PROFILES

### Boundary Profile Allocation Diagram

Primary Street



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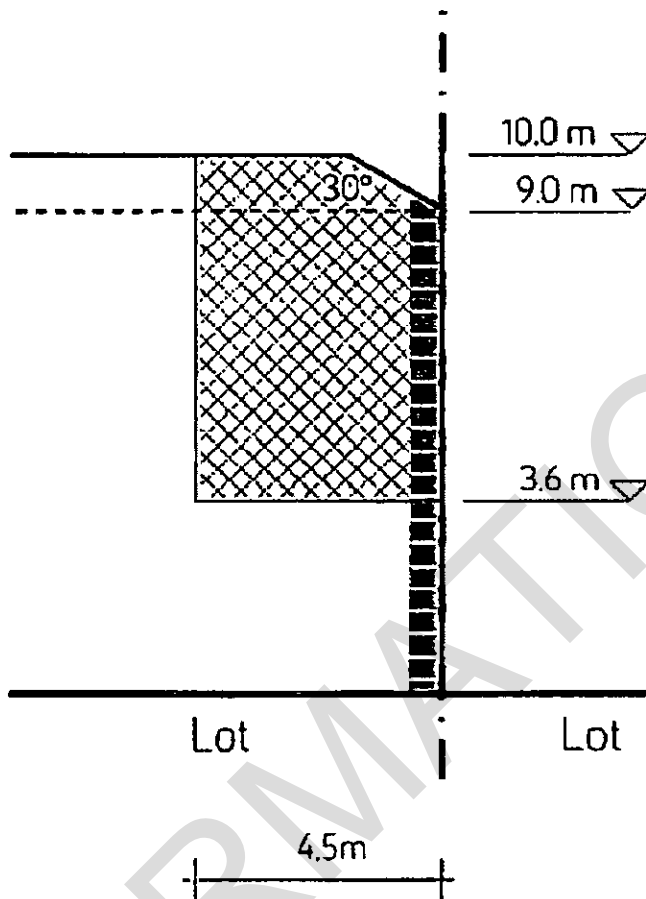
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## BOUNDARY PROFILES

### A- Side Boundary Profile: Zero Lot Line



#### EASEMENT REQUIREMENT

Where a profile when applied covers an easement, the portion of the profile above the easement cannot be considered for approval/built upon. This may vary only in the circumstances where building on the easement relieves prior written consent of the relevant authority.

- Lot Boundary
- Build to Boundary Line
- Overlapping Control Area (Habitable Room Windows, Balconies, Terraces)

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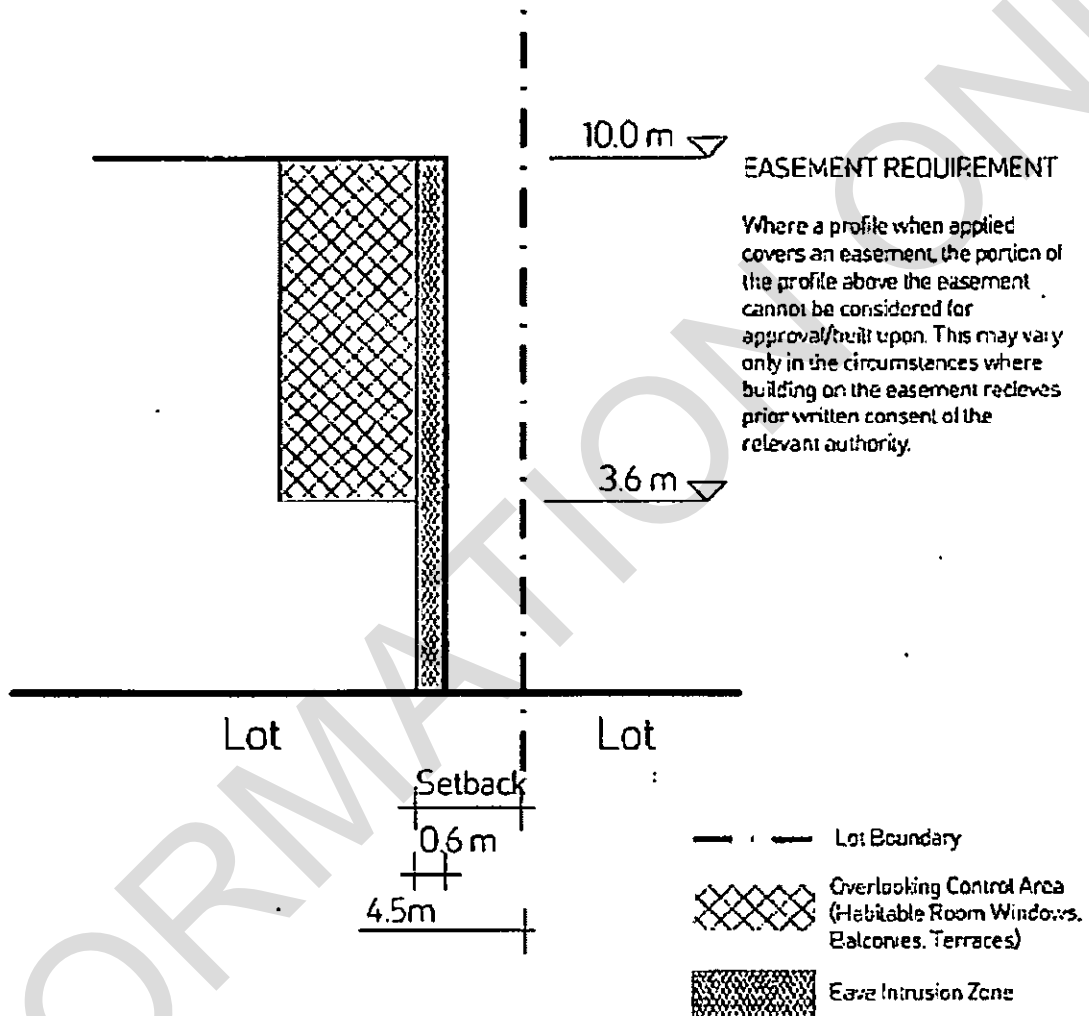
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## BOUNDARY PROFILES

### B- Side Boundary Profile: Setback From Boundary



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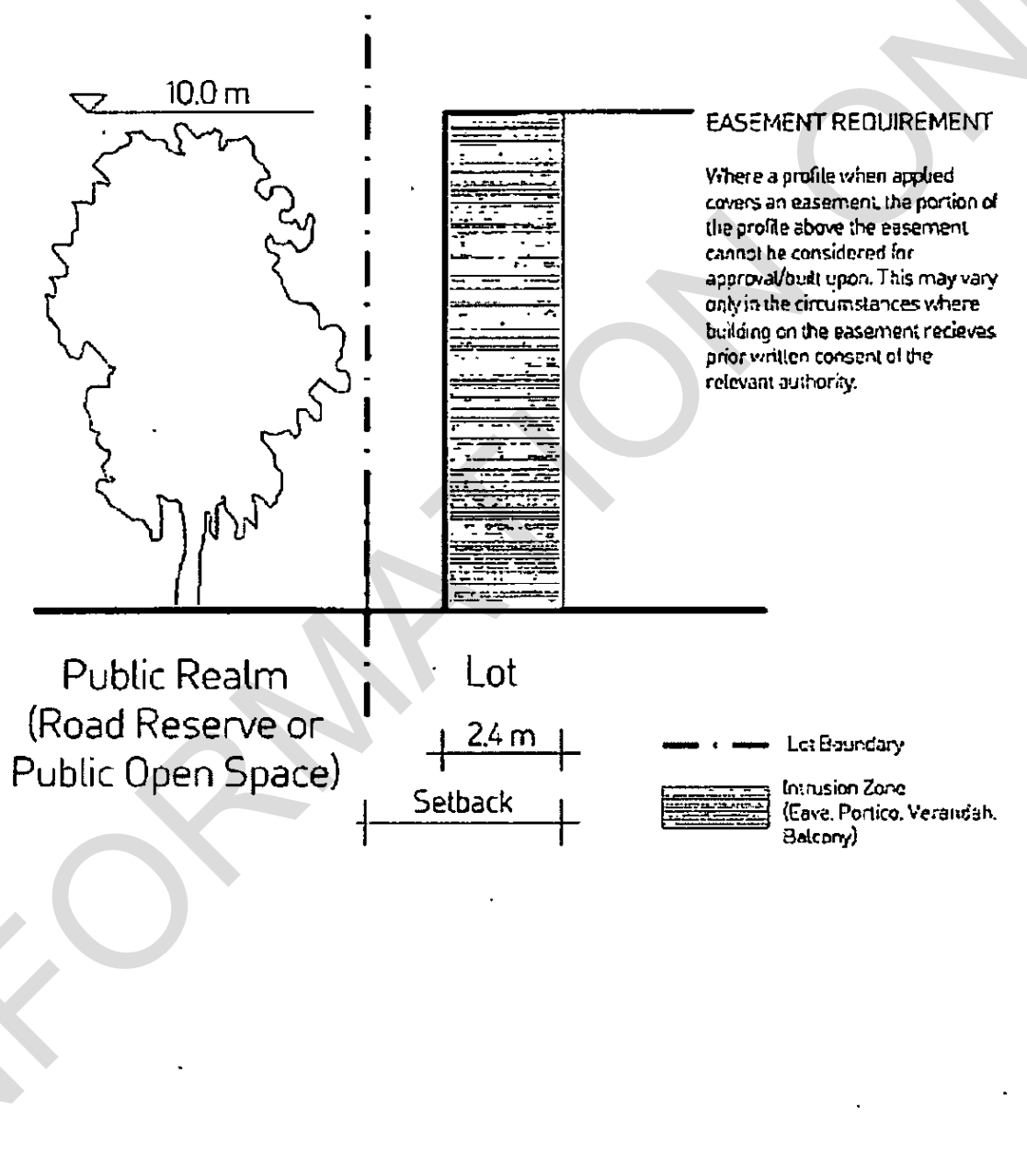
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## BOUNDARY PROFILES

### C- Front Boundary Profile: Setback From Boundary



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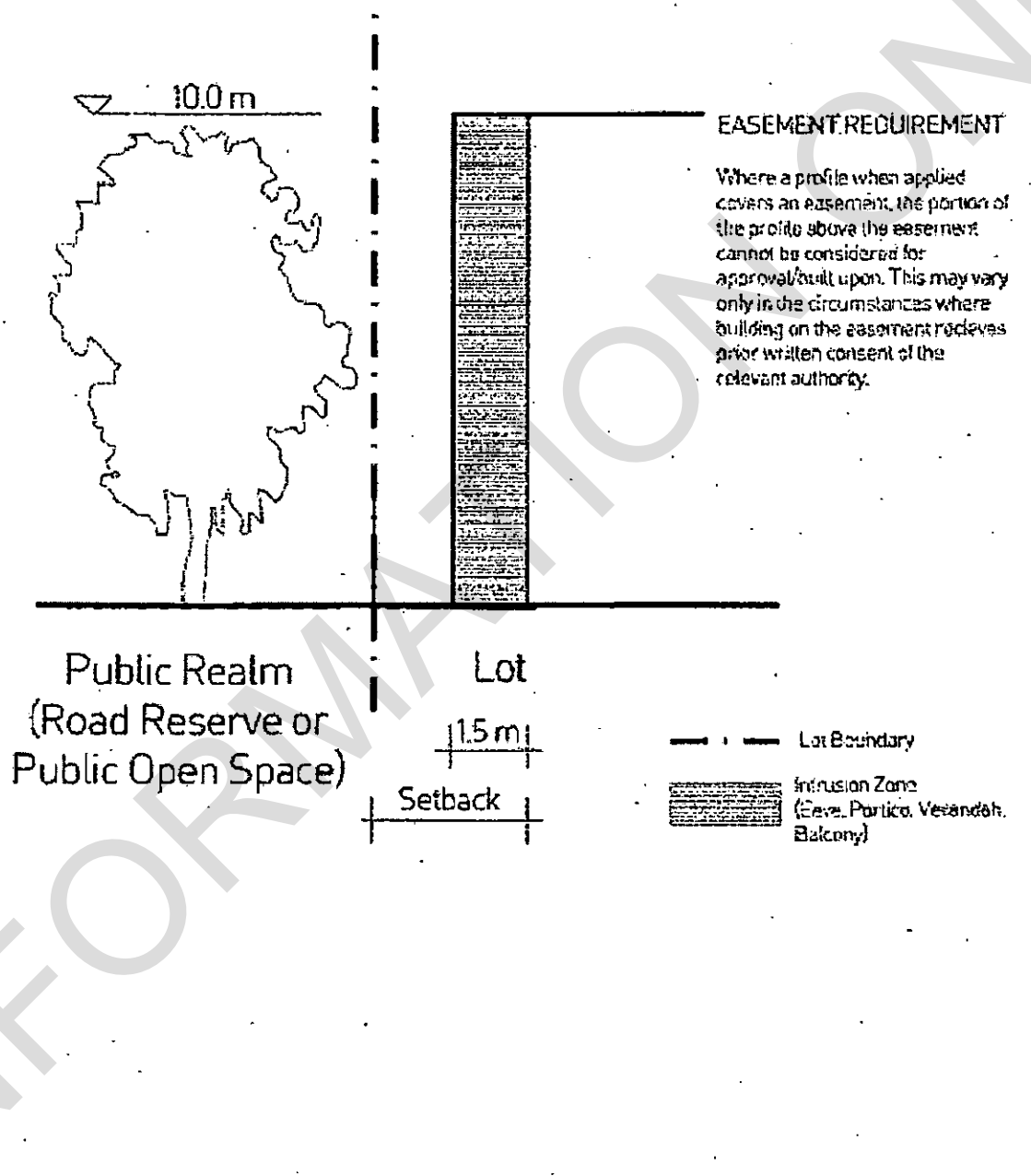
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## BOUNDARY PROFILES

### D- Front Boundary Profile: Setback From Boundary



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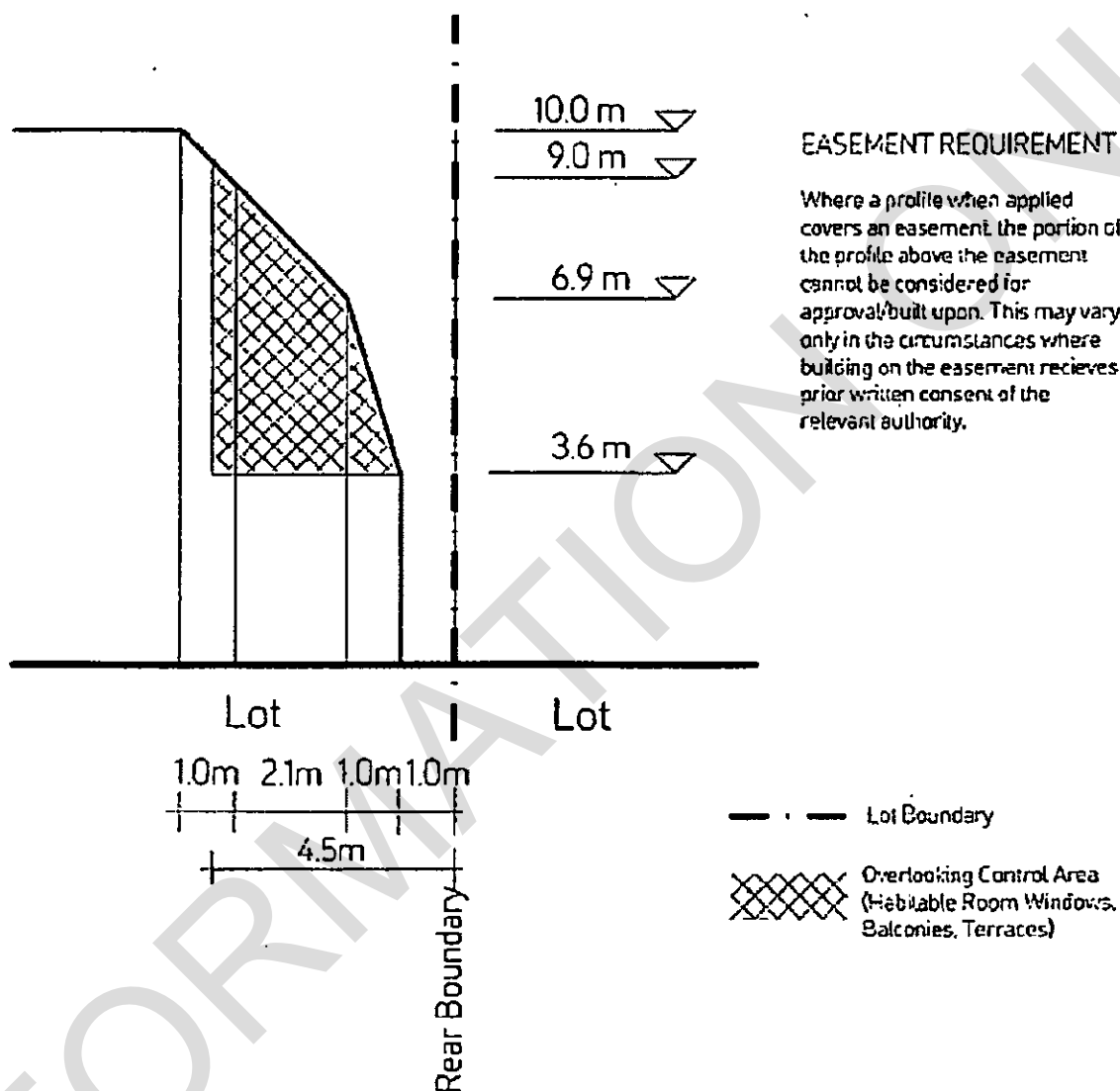
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## BOUNDARY PROFILES

### E - Back Boundary Profile: Setback From Boundary



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**Application by a Responsible Authority for the  
making of a Recording of an Agreement**  
Section 181 Planning and Environment Act 1987

**AK382843D**



**Form 18**

Lodged by:

Name: MADDOCKS  
Phone: 9288 0555  
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000  
Ref: TGM:TED:6000018  
Customer Code: 1167E

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

Land: Volume ~~14387~~ Folio ~~283~~  
11420 343

Responsible Authority: Hume City Council, 1079 Pascoe Vale Road, Broadmeadows, Victoria

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

A copy of the Agreement is attached to this Application

Date: 3 June 2013

Signature for Responsible Authority:

Name of officer:

Position held:

Michael Sharp

Manager Strategic Planning



**AK382843D**

04/06/2013 \$110.30 173



Dated 3 June 2013

## **Planning agreement**

**Craigieburn R2 Precinct Structure Plan**

**OS04, Southern Active Playing Field Land**

Parties

**Hume City Council**

**Peet Craigieburn Pty Limited**

ACN 100 290 640

Norton Rose Australia  
485 Bourke Street  
Melbourne 3000  
Tel: +61 (0)3 8686 6713  
[www.nortonrose.com](http://www.nortonrose.com)  
Our ref: SGM/AAG/2693934

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04/06/2013 \$110.30 173



## Contents

1	Definitions and interpretation .....	2
2	Interpretation .....	3
3	Land in lieu .....	4
4	Credit .....	5
5	Provision of information by Owner .....	5
6	Agreed Land Value .....	6
7	Further obligations of the Owner .....	6
8	Further assurance .....	6
9	Agreement under section 173 of the Act .....	6
10	Owner's warranties .....	6
11	Planning objectives .....	6
12	Goods and services tax .....	7
13	GAIC .....	7
14	General matters .....	7
15	Commencement of Agreement .....	9
16	Amendment .....	9
17	Counterparts .....	9
18	Ending of Agreement .....	9
	Mortgagee's Consent .....	2

AK382843D



Agreement dated 3 June 2013

**Parties**

**Hume City Council**  
of 1079 Pascoe Vale Road, Broadmeadows, Victoria  
(Council)

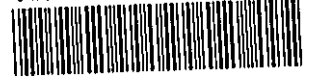
**Peet Craigieburn Pty Limited** ACN 100 290 640  
of Level 7, 200 St Georges Terrace, Perth, Western Australia  
(Owner)

### Recitals

- A** Council is the responsible authority that is responsible for the administration and enforcement of the Hume Planning Scheme (**Planning Scheme**) pursuant to the provisions of the Act.
- B** Council is also the collecting agency and the development agency under the 'Craigieburn R2 Precinct Development Contributions Plan' (**DCP**), which is incorporated into the Planning Scheme, for the purposes of section 46H of the Act.
- C** Council enters into this Agreement in its capacity as a responsible authority and in its capacity as a collecting agency.
- D** The Owner is the registered proprietor of an estate in fee simple of the Land.
- E** The Land is subject to a registered mortgage in favour of ANZ Fiduciary Services Pty Ltd (number AH739084N) (**the Mortgagee**). The Mortgagee has consented to the Owner entering into this Agreement.
- F** The Land is located within the Craigieburn R2 precinct which is located within the Urban Growth Zone – Schedule 1 to which the Craigieburn R2 Precinct Structure Plan applies and is also subject to Development Contributions Plan Overlay Schedule 1 (**DCPO1**) under the Planning Scheme. DCPO1 applies the DCP to the Land.
- G** The DCP sets out the contributions expected from individual landholders within the area covered by the DCP to fund infrastructure and services required as a result of development of the area covered by the DCP.
- H** The DCP provides that:
- (1) where the collecting agency agrees in writing, infrastructure projects funded in the DCP may be provided by developers with a Credit being provided to the developer against their development contribution liability;
  - (2) if the collecting agency agrees to works and/or provision of land in lieu of the payment of the infrastructure levy, the land owner must enter into an agreement under section 173 of the Act in respect of the proposed works and/or provision of land in lieu to specify implementation requirements; and
  - (3) that Project OS04 may be provided as land in lieu.
- I** Council has determined that the Owner may provide Project OS04 in the DCP with a Credit being provided to the Owner against its development contribution liability.

AK382843D

04/06/2013 \$110.30 173



- J Clause 4.5(3) of the Project RD03 Section 173 Agreement provides that the Owner must pay Levies in cash for subsequent Stages once the Levies payable in relation to a Stage exceed the amount of Credit remaining.
- K Council and the Owner agree that notwithstanding Clause 4.5(3) of the Project RD03 Section 173 Agreement, Credits can be applied for subsequent Stages under this Agreement instead of cash.
- L The parties enter into this Agreement to facilitate the requirements referred to in the Recitals.

## It is agreed

### 1 Definitions and interpretation

#### 1.1 Definitions

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

- (1) **Act** means the Planning and Environment Act 1987.
- (2) **Agreed Land Value** means the amount set out in clause ~~8~~ which is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like or any other amount which has been specifically agreed in writing by Council.
- (3) **Agreement** means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.
- (4) **Certification** means certification by the responsible authority under the Subdivision Act 1988.
- (5) **Combined Credit** means the Credit and any credits allowed under the Project RD03 Section 173 Agreement.
- (6) **Community Infrastructure Levy** means the community infrastructure levy that is required to be paid per net developable hectare of residential land upon development of the Land calculated and adjusted in accordance with the DCP.
- (7) **Council** means Hume City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme or acting as the collecting agency for the purposes of section 46H of the Act and includes its agents, officers, employees, servants, workers and contractors.
- (8) **Credit** means a credit against the Levies payable as described in clause 4.
- (9) **DCP** means the Craigieburn R2 Precinct Development Contributions Plan, being an incorporated document in the Planning Scheme.
- (10) **Development Infrastructure Levy** means the development infrastructure levy that is required to be paid per net developable hectare of residential land upon development of the Land calculated and adjusted in accordance with the DCP.
- (11) **GAIC** means the Growth Areas Infrastructure Charge under the Act.

AK382843D

04/06/2013 \$110.30 173



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

(13) **Land** means the land described in Certificate of Title Volume <sup>11420</sup>~~14387~~ Folio ~~289~~, being Lot ~~8~~ on Plan of Subdivision ~~641096H~~ <sup>343 G 711340L</sup>.

(14) **Levies** means the Community Infrastructure Levy and the Development Infrastructure Levy.

(15) **Lot** means a lot that is intended to be developed with a dwelling and not further subdivided.

(16) **Mortgagee** means the person described in Recital E.

(17) **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 Land or any part of it and includes a Mortgagee in possession.

(18) **Planning Scheme** means the Hume Planning Scheme and any successor instrument or other planning scheme which applies to the Land.

(19) **Project OS04** means the provision of the Project OS04 Land.

(20) **Project OS04 Land** means that part of the Land for the southern active playing field 3 with a total unencumbered area of 8.38 hectares, as described in the DCP and as generally shown in the Southern Hub at Plan 10 of the PSP.

(21) **Project RD03 Section 173 Agreement** means the agreement between Council and the Owner dated 29 March 2012 made pursuant to section 173 of the Act in relation to Project RD03 as described in the DCP.

(22) **PSP** means the Craigieburn R2 Precinct Structure Plan, being an incorporated document in the Planning Scheme.

(23) **Stage** is a reference to a stage of subdivision of the Land.

(24) **Statement of Compliance** means a statement of compliance issued under the Subdivision Act 1988.

(25) **Tribunal** means the Victorian Civil and Administrative Tribunal.

(26) **Valuation** means the valuation of the Project OS04 Land as at 1 July 2012 procured by the Council and valued by Bill Katsianis (Qualified Valuer) in accordance with clause 3.1.6 of the DCP.

## 2 Interpretation

In this Agreement, unless the context indicates otherwise:

- (1) A reference to this Agreement includes any variation or replacement of it.
- (2) The singular includes the plural and the plural includes the singular.
- (3) A reference to a gender includes a reference to each other gender.

**AK382843D**

04/06/2013 \$110.30 173



- (4) A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.
- (5) If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- (6) A reference to a statute includes any subordinate instruments made under that statute.
- (7) A reference to a statute includes any statutes amending, consolidating or replacing that statute.
- (8) All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- (9) The recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- (10) The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Land provided that if the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

### **3 Land in lieu**

3.1 The Owner agrees that it must vest the Project OS04 Land in Council for no consideration to the reasonable satisfaction of Council.

3.2 The Project OS04 Land is not required to be vested in Council prior to 1 February 2016, but must be vested in Council prior to 31 March 2016.

3.3 Council may:

- (1) at its absolute discretion extend the date set out in clause 3.2 or
- (2) refuse to issue any Statements of Compliance in respect of the subdivision of the Land until the Project OS04 Land has vested in Council to the satisfaction of Council.

3.4 The Owner agrees that the plan of subdivision which includes the Project OS04 Land will vest the Project OS04 Land in Council as a reserve upon registration of the Stage which creates that reserve.

3.5 After the Owner vests the Project OS04 Land in Council:

- (1) the Council will grant to the Owner (and its agents, consultants and contractors) an exclusive fee free right to access the Project OS04 Land for the purpose of constructing projects identified in the DCP, until the projects identified in the DCP have reached practical completion or any maintenance period after practical completion has ended.
- (2) the Owner, when accessing the Project OS04 Land in accordance with this Agreement will comply and ensure that its agents, consultants and contractors comply with all relevant laws and the reasonable requirements and directions of Council, including in relation to occupational health and safety.

**AK382843D**



#### **4 Credit**

- 4.1 Council agrees that it will, upon commencement of this agreement, allow the Owner a Credit equal to \$3,750,000.
- 4.2 The parties agree that the amount of the Credit identified in clause 4.1 represents the value of the Project OS04 Land identified in the DCP adjusted in accordance with the Valuation and will not be adjusted further.
- 4.3 Council agrees that the Owner will not be required to pay the Levies in cash until the Combined Credit has been exhausted, determined as set out in clause 4.4.
- 4.4 Prior to the issue of a Statement of Compliance by Council for a Stage, Council must:
- (1) calculate the Levies payable for such Stage/s as at that date; and
  - (2) deduct the amount calculated under 4.4(1) from the Combined Credit until the Combined Credit has been exhausted.
- 4.5 When the amount of the Levies payable in relation to a Stage/s exceeds the amount of the Combined Credit remaining:
- (1) Council must notify the Owner in writing that the Combined Credit has been exhausted;
  - (2) in relation to that Stage/s, the Owner must pay in cash an amount equal to the amount of the Levies payable in relation to that Stage/s that exceeds the amount of Combined Credit remaining prior to the issue of a Statement of Compliance; and
  - (3) in relation to subsequent Stages, the Owner must pay the Levies in cash prior to the issue of a Statement of Compliance.

#### **5 Provision of information by Owner**

- 5.1 The Owner must include in an application for a planning permit for subdivision the following information in relation to the proposed subdivision:
- (1) the net developable hectares included in the Stage/s;
  - (2) the Levies payable in relation to the Stage/s;
  - (3) the amounts previously deducted from the Credit on a per-Stage basis;
  - (4) the amount of Credit to be deducted in relation to the Stage/s; and
  - (5) the amount of Credit remaining following deduction in relation to the Stage/s,
- to the satisfaction of Council.
- 5.2 The Owner must confirm or update the information set out in clause 5.1:
- (1) prior to certification of the plan of subdivision under the Subdivision Act 1988; and
  - (2) prior to the issue of a Statement of Compliance for the plan of subdivision.

AK382843D

04/06/2013 \$110.30 173



## 6 Agreed Land Value

Council and the Owner agree that:

- 6.1 the Agreed Land Value is intended to replace 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 Project Land; and
- 6.2 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 or any other amount agreed to be paid under this Agreement in respect of any land, 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 Project Land.

## 7 Further obligations of the Owner

The Owner further agrees that:

### 7.1 Notice

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

### 7.2 Council's costs to be paid

The Owner must pay immediately on demand the reasonable costs of Council of and incidental to the preparation and execution of this Agreement. Those costs are and remain a charge on the Land until paid.

## 8 Further assurance

The parties to this Agreement must do or cause to be done all things that are reasonably necessary to give effect to this Agreement.

## 9 Agreement under section 173 of the Act

The parties acknowledge and agree that this Agreement is made pursuant to section 173 of the Act and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as a condition subject to which the Land may be used and developed for specified purposes.

## 10 Owner's warranties

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

## 11 Planning objectives

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme.



**AK382843D**

04/06/2013

\$110.30

173



## **12 Goods and services tax**

### **12.1 Definitions and expressions**

Expressions used in this Agreement that are defined in the GST Act have the same meaning as given to them in the GST Act, unless expressed to the contrary.

### **12.2 Liability to pay any GST**

Except where express provision is made to the contrary, and subject to this clause, any consideration that may be provided under this Agreement is exclusive of any GST. If a party makes a taxable supply in connection with this Agreement for a consideration which represents its value, then the recipient of the taxable supply must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.

### **12.3 Costs**

To the extent that one party is required to reimburse another party for costs incurred by the other party, those costs do not include any amount in respect of GST for which the other party is entitled to claim an input tax credit.

### **12.4 Tax Invoice**

A party's right to payment of GST is subject to a tax invoice being delivered to the recipient of the taxable supply.

## **13 GAIC**

13.1 All land transferred to or vested in Council must have any liability for GAIC discharged prior to it being transferred to or vested in Council and to the extent it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council.

13.2 The Owner must provide a certificate of release under section 201SY of the Act confirming the release of the land referred to in clause 13.1 from GAIC liability.

## **14 General matters**

### **14.1 Service of notice**

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

- (1) by delivering it personally on that party; or
- (2) by sending it by pre paid post, addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- (3) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or pre paid post.

### **14.2 Time of service**

A notice or other communication is deemed served:

- (1) if delivered personally, on the next following business day;

**AK382843D**

04/06/2013 \$110.30 173



- (2) if posted within Australia to an Australian address, two (2) business days after the date of posting and in any other case, seven (7) business days after the date of posting;
- (3) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that day;
- (4) if received after 6.00pm in the place of receipt or on a day which is not a business day, at 9.00am on the next business day.

**14.3 No waiver**

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

**14.4 Jurisdiction**

For the purposes of this Agreement, the parties acknowledge that they are subject to the jurisdiction of the Act and the Victorian Courts and Tribunals for the enforcement of this Agreement.

**14.5 Severability**

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

**14.6 Disputes**

- (1) If there is a dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute may be referred to the Tribunal for resolution to the extent permitted by the Act.
- (2) If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that dispute may be referred for arbitration by an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee, for arbitration.
- (3) Where provision is made in this Agreement that any matter be done to the satisfaction of Council or must not be done without its consent and a dispute arises in relation to such provision, the dispute may be referred to the Tribunal in accordance with Section 149(1)(b) of the Act.
- (4) The parties are entitled to legal representation for the purposes of any arbitration or referral referred to in Clauses 13.6(2) and 13.6(3) above, and unless the Arbitrator, Chairman, nominee or the Tribunal otherwise directs, each party must bear its own costs.

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

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

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## **15 Commencement of Agreement**

The obligations of the Owner under this Agreement shall commence and bind the Owner from the date of this Agreement.

## **16 Amendment**

- 16.1 If the Act requires the approval of the Minister for the amendment of an agreement made under section 173 of the Act, the parties may, subject to the approval of the Minister, amend this Agreement by written agreement.
- 16.2 If the Act does not require the approval of the Minister for the amendment of an agreement made under section 173 of the Act, the parties may amend this Agreement by written agreement.

## **17 Counterparts**

This Agreement may be executed in counterparts. Each counterpart is an original but the counterparts together are one and the same agreement. This Agreement is binding on the parties on the exchange of the executed counterparts. A copy of the original executed counterpart sent by facsimile machine or email:

- (1) must be treated as an original counterpart;
- (2) is sufficient evidence of the execution of the original; and
- (3) may be produced in evidence for all purposes in place of the original.

## **18 Ending of Agreement**

- 18.1 This Agreement will end when:

- (1) Council has given notice under clause 4.5 that the Credit has been exhausted; and
- (2) the Owner has complied with all of the Owner's obligations under this Agreement,

or otherwise by agreement between the parties in accordance with section 177(2) of the Act.

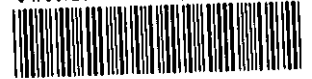
- 18.2 As soon as reasonably practicable after the Agreement has ended, Council will at the Owner's request and at the Owner's costs, apply to the Registrar of Titles under section 183(1) of the Act to cancel the recording of the Agreement.

AK382843D

04/06/2013

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173



**Executed** by the parties as a deed.

The common seal of Hume City Council  
was affixed hereto in the presence of:

  
\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Councillor

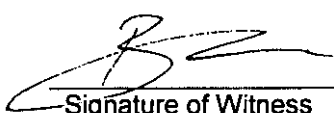
Executed by Peet Craigieburn Pty Limited  
by its duly authorised attorneys

KATE BRAMBROOK  
Senior Development Manager – Level 2  
Attorney

and

Tony Gallagher - General Manager,  
Development – Level 1 Attorney

under Power of Attorney dated 3<sup>rd</sup>  
December 2010 in the presence of

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

BROOKE FORMOSA  
Name of witness

THE COMMON SEAL of HUME CITY COUNCIL  
was hereto affixed on the 23 day of May,  
2013 in the presence of:

COUNCILLOR .....

CHIEF EXECUTIVE OFFICER .....



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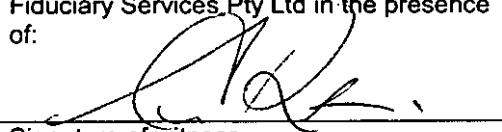


## Mortgagee's Consent

ANZ Fiduciary Services Pty Ltd as Mortgagee of registered Mortgage No. AH739084N consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee in possession, agrees to be bound by the covenants and conditions of this Agreement.

### Executed by Mortgagee:

Signed, sealed and delivered by ANZ  
Fiduciary Services Pty Ltd in the presence  
of:

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

Simon Ruta

\_\_\_\_\_  
Name of witness (BLOCK LETTERS)

12/100 Queen Street, Melbourne  
\_\_\_\_\_  
Address of witness

 Long Do  
\_\_\_\_\_

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 24 June 2024 12:10 PM

## PROPERTY DETAILS

Address: **3 GRACE STREET CRAIGIEBURN 3064**  
Lot and Plan Number: **Lot 1011 PS714636**  
Standard Parcel Identifier (SPI): **1011\PS714636**  
Local Government Area (Council): **HUME**  
Council Property Number: **689960**  
Planning Scheme: **Hume**  
Directory Reference: **Melway 386 B9**

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

[Planning Scheme - Hume](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **KALKALLO**

## 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 1 \(UGZ1\)](#)



**UGZ - Urban Growth**

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

Copyright © - State Government of Victoria

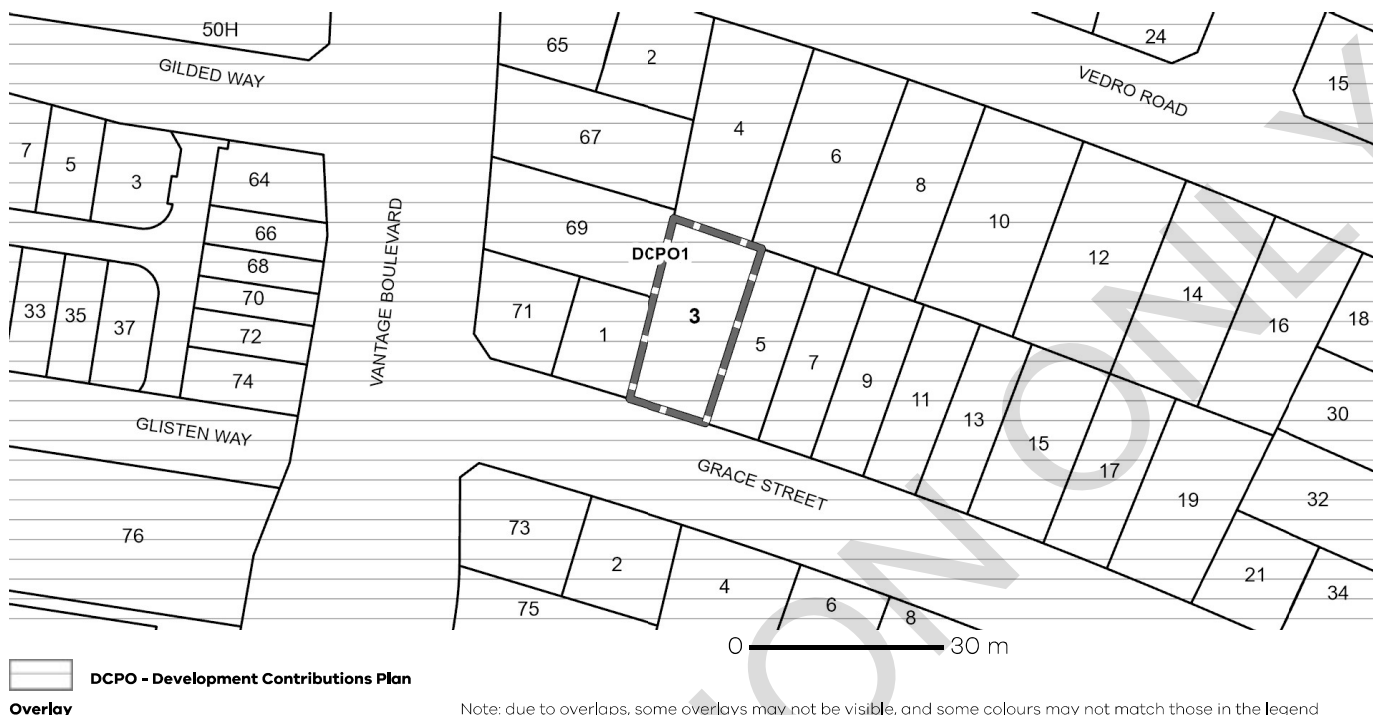
**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.  
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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 1 (DCPO1)



## 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](https://www.vic.gov.au/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 20 June 2024.

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

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

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

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

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



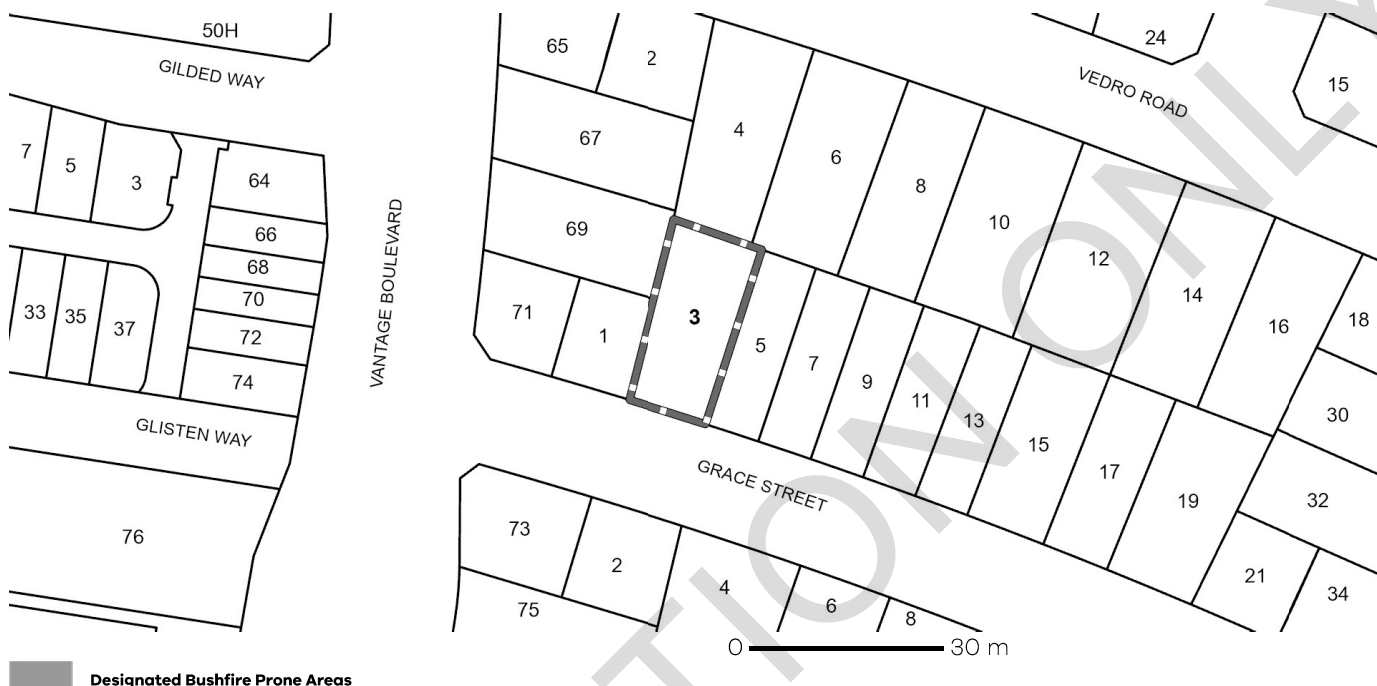
## Designated Bushfire Prone Areas

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

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

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

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



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

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

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

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

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

# PROPERTY REPORT



VICTORIA  
State  
Government

Energy,  
Environment  
and Climate Action

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 24 June 2024 12:10 PM

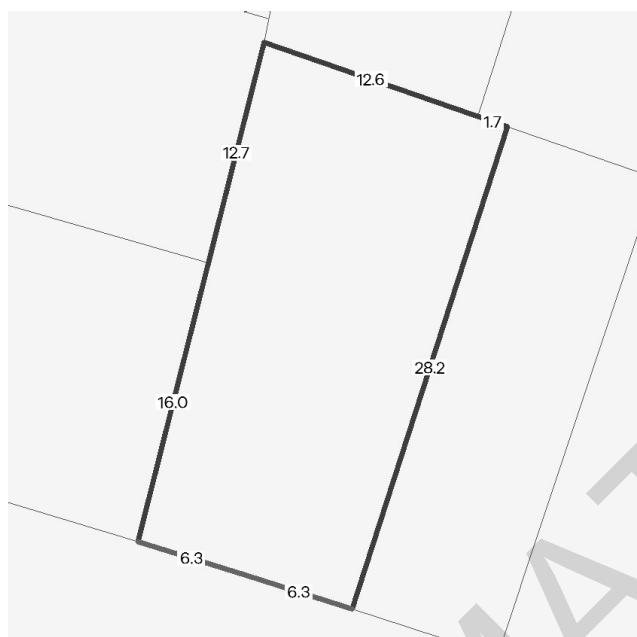
## PROPERTY DETAILS

Address: **3 GRACE STREET CRAIGIEBURN 3064**  
Lot and Plan Number: **Lot 1011 PS714636**  
Standard Parcel Identifier (SPI): **1011\PS714636**  
Local Government Area (Council): **HUME**  
Council Property Number: **689960**  
Directory Reference: **Melway 386 B9**

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

## SITE DIMENSIONS

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



**Area:** 381 sq. m

**Perimeter:** 84 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: **JEMENA**

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **KALKALLO**

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

## Area Map



 Selected Property

Property No : 689960  
Certificate No : eLIC068058  
**LAND INFORMATION CERTIFICATE**  
Year Ending: 30 June 2024  
All Enquiries and Updates to Rates on 9205 2688



ABN 14 854 354 856

1079 PASCOE VALE ROAD  
BROADMEADOWS  
VICTORIA 3047

PO BOX 119  
DALLAS 3047

Telephone: 03 9205 2200  
Rates Dept 03 9205 2688  
Facsimile: 03 9309 0109  
www.hume.vic.gov.au

Your Reference: HN-24/32636  
Date of Issue: 21/06/2024

**SECURE ELECTRONIC REGISTRIES VICTORIA (SERV)  
TWO MELBOURNE QUARTER  
LEVEL 13/697 COLLINS ST  
DOCKLANDS VIC 3008**

Property Description:	Lot 1011 PS 714636W Vol 11457 Fol 618
Property Situated:	3 GRACE ST CRAIGIEBURN VIC 3064

Site Value	\$380000	C.I.V.	\$560000	N.A.V.	\$28000
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The level of valuation is 1/01/2023 and the Date the Valuation was adopted for Rating Purposes is 1/07/2023

RATES AND CHARGES FROM		01/07/2023	TO	30/06/2024
		RATE LEVIED ON C.I.V.		BALANCES OUTSTANDING
General Rate		\$1,296.00		\$0.00
Land Use Rebate		\$0.00		\$0.00
Optional Waste Charges		\$0.00		\$0.00
Fire Service Property Levy		\$150.70		\$0.00
Special Charge / Rate		\$0.00		\$0.00
Waste Rates and Charges		\$496.67		\$0.00
Arrears as at 30/06/2023				\$0.00
Interest / Legal Costs				
<b>TOTAL RATES AND CHARGES</b>		<b>\$1,943.37</b>		<b>\$0.00</b>

<b>**PLEASE NOTE :</b>	Rates for 2023/2024 are payable by four instalments on the following dates 30/09/2023, 30/11/2023, 29/02/2024 & 31/05/2024
------------------------	---

OTHER CHARGES				
Account Number / Description	Principal	Interest	Interest To	Balance

**TOTAL OTHER CHARGES:**

PEXA BPAY BILLER CODE HAS CHANGED, PLEASE SEE NEXT PAGE FOR DETAILS	
<b>TOTAL OUTSTANDING AT ISSUE DATE :</b>	<b>\$0.00</b>

All overdue rates and charges must be paid at settlement..

**Property No : 689960**  
**Certificate No : eLIC068058**  
**LAND INFORMATION CERTIFICATE**  
**Year Ending: 30 June 2024**  
**All Enquiries and Updates to Rates on 9205 2688**

Property Situated: 3 GRACE ST CRAIGIEBURN VIC 3064

This Certificate provides information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council. This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

**NOTICES, ORDERS, OUTSTANDING OR POTENTIAL LIABILITY / SUBDIVISIONAL REQUIREMENTS.**

- There is no potential liability for Rates under the Cultural and Recreational Lands Act 1963.
- There is no potential liability for rates under section 173 or 174A of the Local Government Act 1989, nor is any amount due under section 227 of the Local Government Act 1989.
- There is no outstanding amount required to be paid for Recreational Purposes or any transfer of land required to be made to Council for Recreational Purposes under section 18 of the Subdivision Act 1988 or the Local Government Act 1958.
- There are no notices or orders on the land that have been served by Council under the Local Government Act 1989, the Local Government Act 1958, or under a Local Law of the Council which have a continuing application as at the date of this certificate. It is recommended that new industrial and commercial property owners in particular, check the property complies with the conditions of any Planning Permits issued and the Hume Planning Scheme, to avoid enforcement proceedings. Contact Development Services on telephone (03) 9205 2309 for information on planning controls relating to the property.

*New Swimming Pool & Spa registration laws commenced 1 December 2019. Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020. [www.hume.vic.gov.au](http://www.hume.vic.gov.au) for more information and registrations.*

**I HEREBY CERTIFY THAT AS AT THE DATE OF ISSUE, THE INFORMATION GIVEN IN THIS CERTIFICATE IS A TRUE AND CORRECT DISCLOSURE OF THE MATTERS SET OUT ABOVE. RECEIVED \$28.80\$29.70 BEING THE FEE REQUIRED FOR THIS CERTIFICATE.**

Verbal update of information contained in this Certificate will only be given for 90 days after date of issue. Council cannot be held responsible for any information given verbally.



Delegated Officer  
21/06/2024

**Please Note: Council ownership records will only be updated on receipt of a Notice of Acquisition. Prompt attention will facilitate the new owners' dealings with council. All notices of acquisition can be sent directly to [rates@hume.vic.gov.au](mailto:rates@hume.vic.gov.au)**

**PEXA BPAY BILLER CODE HAS CHANGED**



**Billers Code:** 357947  
**Ref:** 9782053

**If settling outstanding amounts via BPAY please send advice to [rates@hume.vic.gov.au](mailto:rates@hume.vic.gov.au)**

19th June 2024

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

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

**RE: Application for Water Information Statement**

<b>Property Address:</b>	3 GRACE STREET CRAIGIEBURN 3064
<b>Applicant</b>	Easy Link Conveyancing, care of Landchecker C/- LA LANDATA
<b>Information Statement</b>	30859470
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	HN-24/32636

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

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

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

Yours sincerely,

Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

**Yarra Valley Water Property Information Statement**

Property Address	3 GRACE STREET CRAIGIEBURN 3064
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

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

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

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

**Melbourne Water Property Information Statement**

Property Address	3 GRACE STREET CRAIGIEBURN 3064
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STATEMENT UNDER SECTION 158 WATER ACT 1989

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

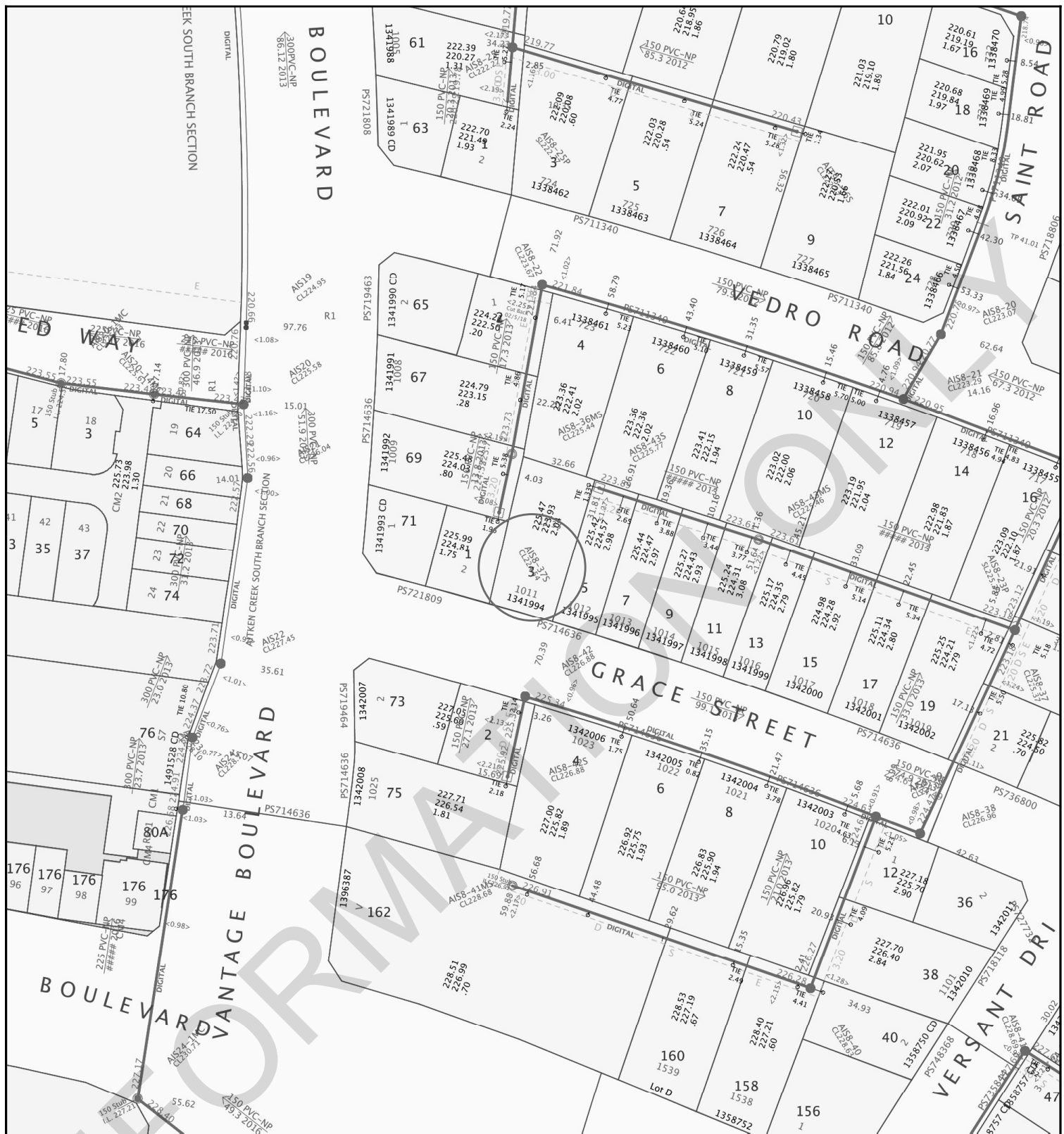
Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

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

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

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





**Yarra Valley Water  
Information Statement  
Number: 30859470**

<b>Address</b>	3 GRACE STREET CRAIGIEBURN 3064
<b>Date</b>	19/06/2024
<b>Scale</b>	1:1000



**Yarra  
Valley  
Water**

ABN 93 066 902 501

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

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

13th February 2014

**Application ID: 126843**

### **CONDITIONS OF CONNECTION**

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

#### **Approval Detail**

##### **Water**

##### **Required Services**

<b>Product</b>	<b>Qty</b>
20mm Recycled Pressure Limiting Valve (PLV)	1
Combo Drinking Water & Recycled Water	1
20mm Potable Pressure Limiting Valve (PLV)	1
Recycled Water Inspection fee (Includes GST)	1

##### **Specific conditions affecting encumbrances on property:**

Recycled Water

## **Conditions of Connection Details**

### **GENERAL**

In these conditions the terms,

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

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

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

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

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

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

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

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

### **WATER**

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

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

of connection.

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

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

All tapplings, pluggings and metering products must be arranged by contacting the easyACCESS outlet where the application was made.

Work is to be carried out in accordance with the Water Metering & Servicing Guidelines available on our website.

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

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

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

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

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

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

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should

you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858. If you wish to cancel the booking you will need to return to the easyACCESS store where the booking was made (if applicable) to seek a refund. A cancellation fee may apply.

## **METER ASSEMBLIES & POSITIONING**

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

Water meter assemblies:

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

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

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

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

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

## **REMOVAL OF WATER METERS**

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

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

## **DAMAGED OR STOLEN METERS**

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

- Failure to do so will result in Yarra Valley Water making the necessary amendments and

recovering these costs from the property owner.

- Repeat offences may result in the services being plugged and re-booking fees will apply to have the services reinstated

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

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

## **RECYCLED WATER**

### **Supplementary Conditions of Connection for Class A Recycled Water**

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

These conditions are applicable to properties supplied with Class A recycled water and are additional to any other conditions issued in relation to water supply and sewerage works.

#### **Recycled Water Supply**

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

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

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

#### **1) Environment Improvement Plan (EIP)**

##### **a) Non-Residential only**

1. Prior to the supply of Class A Recycled Water being made available to the property, an approved Environmental Improvement Plan (EIP) is required to be submitted and executed by Yarra Valley Water. For details of this please contact Yarra Valley Water's Recycled Water Officer on 9872 2557.
2. Yarra Valley Water may audit the site at any time to check that recycled water is being used in accordance with the EIP

#### **2) Recycled Water Plumbing**

**a) Toilet cisterns**

1. All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply
2. Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply
3. If a rainwater tank is installed at the property, it is only to be connected to outdoor taps and not plumbed into the house.
  - (1) If the backup supply to the rainwater tank is drinking water, it must be via an automatic change-over device with appropriate backflow prevention. All pipework and taps must be installed as per Plumbing Standards
  - (2) If the backup supply to the rainwater tank is Class A recycled water, it must be via an automatic change-over device with appropriate backflow prevention. All pipework must be appropriately marked as "non-drinking water" and taps must comply with the requirements defined in Section (2b and 2c)

**b) External Taps – Residential**

1. An external recycled water tap must be installed to service the front of the property
  - (1) Yarra Valley Water supplies a purple recycled water riser and tap with removable tap handle and signage at the time of the tapping for single residential lots/houses. The taps can be relocated by the private plumber if required but not removed. Under no circumstances are the meters to be moved.
  - (2) The private plumber is required to fit the front purple recycled water tap with removable tap handle and signage for each unit in a single level residential unit development, or for the common property in a multi-level residential unit development.
  - (3) Taps must be located to service the front external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
2. An external recycled water tap must be installed to service the rear of the property
  - (1) Taps to be located to service the rear external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
  - (2) For single level unit developments, rear taps are to be installed per unit, or for the common property in a multi-level unit development.
3. All external recycled water taps must have the following features:
  - (1) The whole body of the tap and handle must be coloured purple
  - (2) Tap to be the jumper valve type
  - (3) Tap handle must be the removable type
  - (4) Standard thread on tap outlet for garden hose bib
  - (5) Tap inlet to have 5/8" right hand thread
4. At least one external drinking water tap must be provided to service the property, located at the front
  - (1) All external drinking water supply taps must be fitted with atmospheric vacuum breakers
  - (2) Yarra Valley Water provides an external drinking water riser and tap fitted with an atmospheric vacuum breaker as part of the tapping for single lots/houses. This tap can be relocated by the private plumber but not removed. Under no circumstances

are the meters to be moved.

- (3) The private plumber is required to provide an external drinking water tap with atmospheric vacuum breaker for each unit in a single level unit development, or for the common property in a multi-level unit development.
5. Where prior approval has been sought to install meters in pits, it is the responsibility of the private plumber to provide front taps for the drinking and Class A recycled water supplies.

**c) External Taps – Non-Residential**

1. External recycled water taps may be installed to service the front and/or rear areas of the property
2. All external recycled water taps must comply with the features detailed in section 2(b)(3)
3. For educational & public buildings/areas, schools, kindergartens, health care centres
  - (1) All external recycled water taps must also be fitted with a 'Hose Bib Tap Lock'
4. At least one external drinking water tap must be provided to service the property
  - (1) All external drinking water supply taps must be fitted with atmospheric vacuum breakers

**d) Laundry Use**

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

**e) Irrigation Systems**

1. Irrigation systems connected to recycled water must be fitted with an approved master solenoid valve to ensure that main lines up to individual sprinkler station solenoid valves are not under constant pressure. The master solenoid should be located close to the meter assembly to reduce the length of pressurized irrigation piping.
2. Irrigation systems connected to recycled water must incorporate moisture sensors to ensure watering is controlled during or following periods of rain
3. An appropriate containment backflow prevention device is to be fitted and independently tested
4. You must ensure that only the minimum possible volume of Class A recycled water runs off the property to the stormwater system.



**f) Prohibition Signs**

1. A recycled water prohibition sign with the words **"Do Not Drink"** and complying with AS1319 is to be installed at each external recycled water tap outlet, above the tap

**3) Uses of Recycled Water**

USE OF CLASS A RECYCLED WATER	YES (✓) or NO (X)
Toilet flushing ( <b>excluding bidets</b> )	YES (✓)
Garden irrigation	YES (✓)
Washing cars/external walls	YES (✓)
Filling ornamental ponds	YES (✓)
Fire fighting (not sprinklers)	YES (✓)
Construction purposes	YES (✓)
Washing machines for clothes washing	YES (✓)
Drinking (human consumption)	NO (X)
Cooking or other kitchen purposes	NO (X)
Personal washing (baths, showers, basin, bidets)	NO (X)
Evaporative coolers	NO (X)
Indoor household cleaning	NO (X)
Swimming pools or spas	NO (X)
Recreation involving water contact e.g. children playing under sprinklers	NO (X)
Fire sprinkler systems	NO (X)

**4) Plumbing Standards**

- a) All recycled water plumbing works are to be carried out in accordance with:
  - (1) AS/NZS 3500
  - (2) Recycled Water Plumbing Guide 2008 Dual Pipe Plumbing Systems (Victorian Building Authority and Water Authorities). A copy of this guide is available at the VBA website [www.pic.vic.gov.au](http://www.pic.vic.gov.au)
  - (3) Water Metering & Servicing Guidelines (Water Authorities). A copy of these guidelines are available by visiting [www.yvw.com.au](http://www.yvw.com.au)
  - (4) All property service pipe is to be purple solid jacketed polyethylene (PE) pipe in accordance with the above standards

**5) Inspections For Recycled Water Plumbing Works**

**a) Residential**

1. The plumber is required to contact the Victorian Building Authority (previously the PIC) on **8792 8221** or electronically via the VBA's E-Toolbox to request mandatory inspections for recycled water plumbing works as follows:
  - (1) Stage 1 (R1): On completion of the pipework between the meter and the house (prior to backfilling)

- (2) Stage 2 (R2): On completion of the Roughing In (prior to plaster installation)
  - (3) Stage 3 (R3): At the Commissioning stage (prior to the building being occupied and lodgement of the Compliance Certificate)
2. Failure to book inspections may result in termination of supply until these Conditions are met
  3. A PIC Consent Number is required for every property/residence being booked for inspections. Contact Yarra Valley Water if you do not have a PIC number for every property/residence being inspected
  4. For unit developments a Stage 1 (R1) inspection is also required from the main meter to the check meters, therefore a PIC Consent Number is also required for the main to check inspection
  5. Stage 1 (R1) & Stage 2 (R2) inspections can be booked consecutively for the same booking date
    - (1) Inspections can be booked from the following business day onwards depending on availability
    - (2) The latest time an inspection can be booked for is 4pm
  6. Stage 2 (R2) and Stage 3 (R3) Inspections can only be booked on metered properties or where a test bucket has been used to pressurise the pipework
    - (1) Straight bridging pieces where a meter is missing are not acceptable due to the risk of backflow contamination
    - (2) Properties using a straight piece will not pass these inspections
    - (3) Stolen meters must be reported by calling Yarra Valley Water on **1300 304 688**

**b) Non-Residential**

1. **The plumber is required to contact Yarra Valley Water directly (not VBA, previously the PIC) on 1300 651 511 or email [easyACCESS@yvw.com.au](mailto:easyACCESS@yvw.com.au) to request mandatory inspections for recycled water plumbing works** as follows:
  - (1) Stage 1 (R1): On completion of the pipework between the meter and the house (prior to backfilling)
  - (2) Stage 2 (R2): On completion of the Roughing In (prior to plaster installation)
  - (3) Stage 3 (R3): At the Commissioning stage (prior to the building being occupied and lodgement of the Compliance Certificate)
2. Irrigation Systems must be verified at each of the following stages:
  - (1) Stage 1 (R1): Meter to master solenoid valve (prior to backfilling)
  - (2) Stage 2 (R2): Commissioning (prior to lodgement of the Compliance Certificate)
3. Where the pressure testing of pipework installed for the provision of Class A Recycled Water requires a temporary interconnection with the drinking water supply plumbing, such interconnection is to be above ground and clearly visible
  - (1) This interconnection is to be removed by the private plumber at the time of the commissioning inspection

4. Inspections can be booked from the following business day onwards depending on availability
  - (1) The latest time an inspection can be booked for is 4pm
5. Failure to book inspections may result in termination of supply until these Conditions are met

## 6) Tappings

### a) Residential

1. Yarra Valley Water will carry out the tapping for the Class A recycled water supply and the drinking water supply at the same time
  - (1) The plumber will be required to book the two tappings at the same time and pay the relevant tapping fee
2. In the case of unit developments, please refer to section 6(b)

### b) Non-Residential

1. Yarra Valley Water will carry out the tapping for the Class A recycled water supply and the drinking water supply at the same time and install the connecting valve between the property service and our supply system
  - (1) The private plumber will be required to book the two tappings at the same time and pay the relevant tapping fee
2. The private plumber must arrange at their expense, to install both the property service and the connecting works, including installation of the appropriate water meter/s delivered by Yarra Valley Water's contractor
  - (1) The drinking water property service pipe is to be PE pipe and must be water marked
  - (2) The Class A Recycled Water property service pipe is to be solid jacketed purple PE pipe and must be water marked
  - (3) PE pipe must not form any part of the water meter assembly
  - (4) Any 25mm installation must be fitted with a right-angle ball valve
  - (5) Meter installations must comply with Yarra Valley Water's approved metering technical drawings, which are available for download from [www.yvw.com.au](http://www.yvw.com.au)
  - (6) In the interest of health and safety it is the responsibility of the property owner to ensure that containment, zone and individual backflow prevention is provided
3. **In the case of short side installations** the recycled water service pipe is to be laid on the left of the drinking water property service pipe (when facing the property) and maintain 300mm separation
4. **In the case of long side installations** the same conduit for the drinking water property service may be utilised for the recycled water, however the 300mm separation is to be maintained on both the upstream and downstream ends of the conduit
5. The relevant Road Opening Permit must be obtained from the relevant Authority before

commencing any excavation work within a road reserve. It is the responsibility of the applicant to comply with every traffic management requirement contained in that permit

6. If at the time of the tapping the above works that the plumber is responsible for have not been completed, the tapping will be cancelled and a re-booking fee will apply

## 7) Locked Box

- a) All recycled water meters for residential properties will be installed with a locked box at the time of the tapping
  1. The locked box can only be removed by a VBA (previously PIC) Inspector after the commissioning has been successfully completed
    - (1) If a locked box is removed prior to commissioning, this will be considered a breach of these conditions and the service may be plugged. Re-booking fees will apply to have the service reinstated
  2. A temporary interconnection with the drinking water supply plumbing may be established for pressure testing of pipework installed for the provision of Class A Recycled Water
    - (1) Such interconnection is to be above ground and clearly visible
    - (2) This interconnection is to be removed by the private plumber at the time of the commissioning inspection

## 8) Meter Assemblies & Positioning

- a) Recycled water meters are to be positioned to the left of the drinking water meter assembly
- b) The water meter assemblies **cannot be moved** by the private plumber
  1. Residential:
    - (1) Potable and Recycled water meters in mandated recycled water areas can only be moved by Yarra Valley Water's Tapping Contractor within 600mm from the original tapping point
    - (2) The private plumber can request the meters to be moved at the time of the tapping
    - (3) If meters need to be moved >600mm or once the tapping has been completed then a plugging and re-tapping must be booked and the relevant fee paid
    - (4) Any meters which have been moved will be relocated to their original tapping location or the service will be plugged. Yarra Valley Water will recover these costs from the property owner. Re-booking fees will apply to have services reinstated
  2. Non-Residential:
    - (1) Meters cannot be moved once installed. Relocation requires a plugging and re-tapping to be booked and the relevant fee paid
- c) Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering
- d) Meters are not permitted to be installed in pits unless prior approval has been given by Yarra

Valley Water

## 9) Stolen Meters

- a) Until the meter is replaced no connections between the supply and the dwelling are to be reinstated at the property. No straight pieces or alternative connections are allowed to be installed

## 10) Owner's Responsibility

- a) It is the owner/s responsibility to carry out the following:
  - 1. Educate children and visitors to the property about the permitted uses of Class A recycled water
  - 2. Remove the handle from the recycled water taps when not in use
  - 3. Ensure that all recycled water prohibition signs are visible and legible at all times
  - 4. Ensure that in the case of Educational / Public Buildings, that the 'Hose Bib Tap Lock' is securely in place when recycled water external tap/s are not in use
- b) For Irrigation Systems:
  - (1) Until Class A Recycled Water is available (i.e. charged through the recycled water main), irrigation systems time of operation must comply with current Government water restriction requirements
  - (2) Class A Recycled Water must be used responsibly. To ensure positive public perception, irrigation during the middle of the day is not recommended
  - (3) Annual testing of the backflow prevention device is required to ensure the device is operating correctly
  - (4) Signage must be produced at the owner's expense and displayed prominently in each area recycled water is being used for irrigation purposes. These signs should comply with Australian Standards 2416-2002: *Design and application of water safety signs* and should contain the wording: "Recycled Water is used in this area. Do Not drink. Avoid Contact."
  - (5) Users of Class A Recycled Water for irrigation purposes are required to comply with Yarra Valley Water's '*End Use Protocol: Irrigation of Public Open Spaces (Garden Beds, Tress, Lawns)*', which can be downloaded at [www.yvw.com.au](http://www.yvw.com.au)
  - (6) An Environment Improvement Plan (EIP) is submitted in accordance with Yarra Valley Water guidelines for Class A Recycled Water
- c) The conditions detailed in this document are binding on subsequent owners of this recycled water property

## AMENDMENTS

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

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

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

## INDEMNITY

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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

23rd November 2013

Application ID: 120771

**CONDITIONS OF CONNECTION**

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

**Approval Detail**

**Sewer**

**Connection Or Disconnection Details**

Sewer Connection Description	PSP Number
Sewer Connection	1341994

**Specific conditions affecting encumbrances on property:**

Recycled Water

## **Conditions of Connection Details**

### **GENERAL**

In these conditions the terms,

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

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

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

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake must be done by a Licensed Plumber, engaged by you, at your cost. It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Plumbing Industry Commission.

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

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

If your property is subject to flooding you should contact Melbourne Water to confirm any actual recorded flood level and assess this information for any impact to the proposed development.

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

### **WATER**

#### **RECYCLED WATER**

#### **Supplementary Conditions of Connection for Class A Recycled Water**



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

These conditions are applicable to properties supplied with Class A recycled water and are additional to any other conditions issued in relation to water supply and sewerage works.

### **Recycled Water Supply**

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

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

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

### **1) Environment Improvement Plan (EIP)**

#### **a) Non-Residential only**

1. Prior to the supply of Class A Recycled Water being made available to the property, an approved Environmental Improvement Plan (EIP) is required to be submitted and executed by Yarra Valley Water. For details of this please contact Yarra Valley Water's Manager, Treatment Plant Planning on **9872 2557**.
2. Yarra Valley Water may audit the site at any time to check that recycled water is being used in accordance with the EIP

### **2) Recycled Water Plumbing**

#### **a) Toilet cisterns**

1. All toilet cisterns must be connected to the Class A Recycled Water Supply
2. Rainwater can be used for flushing toilets via a rainwater tank provided Class A Recycled Water is the backup supply via an automatic change-over device with appropriate backflow prevention. Under no circumstances can Class A Recycled Water be added directly to the tank

#### **b) External Taps – Residential**

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

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

**c) External Taps – Non-Residential**

1. External recycled water taps may be installed to service the front and/or rear areas of the property
2. All external recycled water taps must comply with the features detailed in section 2(b)(3)
3. For educational & public buildings/areas, schools, kindergartens, health care centres
  - (1) All external recycled water taps must also be fitted with a 'Hose Bib Tap Lock'
4. At least one external drinking water tap must be provided to service the property
  - (1) All external drinking water supply taps must be fitted with atmospheric vacuum breakers

**d) Laundry Use**

1. A recycled water washing machine tap must be installed in the laundry
2. All recycled water washing machine tap kits must have the following features:
  - (1) For horizontal tap installations: recycled water washing machine tap to be installed on the right side of the cold water tap (hot, cold & then recycled water)
  - (2) For vertical tap installations: recycled water washing machine tap to be installed

beneath the cold water tap (hot, cold & then recycled water)

- (3) 5/8" Female threaded tap complete with purple handle and standard 3/4" outlet
- (4) 5/8" Male lugged elbow
- (5) Cover Plate with laser etched prohibition warning complying with AS1319 stating "Recycled Water Do Not Drink"

#### e) Irrigation Systems

1. Irrigation systems connected to recycled water must be fitted with an approved master solenoid valve to ensure that main lines up to individual sprinkler station solenoid valves are not under constant pressure. The master solenoid should be located close to the meter assembly to reduce the length of pressurized irrigation piping.
2. Irrigation systems connected to recycled water must incorporate moisture sensors to ensure watering is controlled during or following periods of rain
3. An appropriate containment backflow prevention device is to be fitted and independently tested
4. You must ensure that only the minimum possible volume of Class A recycled water runs off the property to the stormwater system.

#### f) Prohibition Signs

1. A recycled water prohibition sign with the words "**Do Not Drink**" and complying with AS1319 is to be installed at each external recycled water tap outlet, above the tap

### 3) Uses of Recycled Water

USE OF CLASS A RECYCLED WATER	YES (✓) or NO (X)
Toilet flushing	YES (✓)
Garden irrigation	YES (✓)
Washing cars/external walls	YES (✓)
Filling ornamental ponds	YES (✓)
Fire fighting (not sprinklers)	YES (✓)
Construction purposes	YES (✓)
Washing machines for clothes washing	YES (✓)
Drinking (human consumption)	NO (X)
Cooking or other kitchen purposes	NO (X)
Personal washing (baths, showers, basin, bidets)	NO (X)
Evaporative coolers	NO (X)
Indoor household cleaning	NO (X)
Swimming pools or spas	NO (X)
Recreation involving water contact e.g. children playing under sprinklers	NO (X)
Fire sprinkler systems	NO (X)

### 4) Plumbing Standards

- a) All recycled water plumbing works are to be carried out in accordance with:
- (1) AS/NZS 3500
  - (2) Recycled Water Plumbing Guide 2008 Dual Pipe Plumbing Systems (Plumbing Industry Commission and Water Authorities). A copy of this guide is available at the PIC website [www.pic.vic.gov.au](http://www.pic.vic.gov.au)
  - (3) Water Metering & Servicing Guidelines (Water Authorities). A copy of these guidelines are available by visiting [www.yvw.com.au](http://www.yvw.com.au)
  - (4) All property service pipe is to be purple solid jacketed polyethylene (PE) pipe in accordance with the above standards

## 5) Inspections For Recycled Water Plumbing Works

### a) Residential

1. The plumber is required to contact the Plumbing Industry Commission (PIC) on **8792 8221** or electronically via the PIC's E-Toolbox to request mandatory inspections for recycled water plumbing works as follows:
  - (1) Stage 1 (R1): On completion of the pipework between the meter and the house (prior to backfilling)
  - (2) Stage 2 (R2): On completion of the Roughing In (prior to plaster installation)
  - (3) Stage 3 (R3): At the Commissioning stage (prior to the building being occupied and lodgement of the Compliance Certificate)
2. Failure to book inspections may result in termination of supply until these Conditions are met
3. A PIC Consent Number is required for every property/residence being booked for inspections. Contact Yarra Valley Water if you do not have a PIC number for every property/residence being inspected
4. For unit developments a Stage 1 (R1) inspection is also required from the main meter to the check meters, therefore a PIC Consent Number is also required for the main to check inspection
5. Stage 1 (R1) & Stage 2 (R2) inspections can be booked consecutively for the same booking date
  - (1) Inspections can be booked from the following business day onwards depending on availability
  - (2) The latest time an inspection can be booked for is 4pm
6. Stage 2 (R2) and Stage 3 (R3) Inspections can only be booked on metered properties or where a test bucket has been used to pressurise the pipework
  - (1) Straight bridging pieces where a meter is missing are not acceptable due to the risk of backflow contamination
  - (2) Properties using a straight piece will not pass these inspections
  - (3) Stolen meters must be reported by calling Yarra Valley Water on **13 2762** (24 hrs)

**b) Non-Residential**

1. The plumber is required to contact Yarra Valley Water directly (not the PIC) on **9872 1414** to request mandatory inspections for recycled water plumbing works as follows:
  - (1) Stage 1 (R1): On completion of the pipework between the meter and the house (prior to backfilling)
  - (2) Stage 2 (R2): On completion of the Roughing In (prior to plaster installation)
  - (3) Stage 3 (R3): At the Commissioning stage (prior to the building being occupied and lodgement of the Compliance Certificate)
2. Irrigation Systems must be verified at each of the following stages:
  - (1) Stage 1 (R1): Meter to master solenoid valve (prior to backfilling)
  - (2) Stage 2 (R2): Commissioning (prior to lodgement of the Compliance Certificate)
3. Where the pressure testing of pipework installed for the provision of Class A Recycled Water requires a temporary interconnection with the drinking water supply plumbing, such interconnection is to be above ground and clearly visible
  - (1) This interconnection is to be removed by the private plumber at the time of the commissioning inspection
4. Inspections can be booked from the following business day onwards depending on availability
  - (1) The latest time an inspection can be booked for is 4pm
5. Failure to book inspections may result in termination of supply until these Conditions are met

**6) Tappings**

**a) Residential**

1. Yarra Valley Water will carry out the tapping for the Class A recycled water supply and the drinking water supply at the same time
  - (1) The plumber will be required to book the two tappings at the same time and pay the relevant tapping fee
2. In the case of unit developments, please refer to section 6(b)

**b) Non-Residential**

1. Yarra Valley Water will carry out the tapping for the Class A recycled water supply and the drinking water supply at the same time and install the connecting valve between the property service and our supply system
  - (1) The private plumber will be required to book the two tappings at the same time and pay the relevant tapping fee
2. The private plumber must arrange at their expense, to install both the property service and the connecting works, including installation of the appropriate water meter/s delivered by Yarra Valley Water's contractor
  - (1) The drinking water property service pipe is to be PE pipe and must be water marked
  - (2) The Class A Recycled Water property service pipe is to be solid jacketed purple PE

pipe and must be water marked

- (3) PE pipe must not form any part of the water meter assembly
  - (4) Any 25mm installation must be fitted with a right-angle ball valve
  - (5) Meter installations must comply with Yarra Valley Water's approved metering technical drawings, which are available for download from [www.yvw.com.au](http://www.yvw.com.au)
  - (6) In the interest of health and safety it is the responsibility of the property owner to ensure that containment, zone and individual backflow prevention is provided
3. **In the case of short side installations** the recycled water service pipe is to be laid on the left of the drinking water property service pipe (when facing the property) and maintain 300mm separation
4. **In the case of long side installations** the same conduit for the drinking water property service may be utilised for the recycled water, however the 300mm separation is to be maintained on both the upstream and downstream ends of the conduit
5. The relevant Road Opening Permit must be obtained from the relevant Authority before commencing any excavation work within a road reserve. It is the responsibility of the applicant to comply with every traffic management requirement contained in that permit
6. If at the time of the tapping the above works that the plumber is responsible for have not been completed, the tapping will be cancelled and a re-booking fee will apply

## 7) Locked Box

- a) All recycled water meters for residential properties will be installed with a locked box at the time of the tapping
  - 1. The locked box can only be removed by a PIC Inspector after the commissioning has been successfully completed
    - (1) If a locked box is removed prior to commissioning, this will be considered a breach of these conditions and the service may be plugged. Re-booking fees will apply to have the service reinstated
  - 2. A temporary interconnection with the drinking water supply plumbing may be established for pressure testing of pipework installed for the provision of Class A Recycled Water
    - (1) Such interconnection is to be above ground and clearly visible
    - (2) This interconnection is to be removed by the private plumber at the time of the commissioning inspection

## 8) Meter Assemblies & Positioning

- a) Recycled water meters are to be positioned to the left of the drinking water meter assembly
- b) The water meter assemblies **cannot be moved** by the private plumber
  - 1. Residential:
    - (1) Potable and Recycled water meters in mandated recycled water areas can only be

moved by Yarra Valley Water's Tapping Contractor within 600mm from the original tapping point

- (2) The private plumber can request the meters to be moved at the time of the tapping
- (3) If meters need to be moved >600mm or once the tapping has been completed then a plugging and re-tapping must be booked and the relevant fee paid
- (4) Any meters which have been moved will be relocated to their original tapping location or the service will be plugged. Yarra Valley Water will recover these costs from the property owner. Re-booking fees will apply to have services reinstated

2. Non-Residential:

- (1) Meters cannot be moved once installed. Relocation requires a plugging and re-tapping to be booked and the relevant fee paid
- c) Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering
- d) Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water

**9) Stolen Meters**

- a) Until the meter is replaced no connections between the supply and the dwelling are to be reinstated at the property. No straight pieces or alternative connections are allowed to be installed

**10) Owner's Responsibility**

- a) It is the owner/s responsibility to carry out the following:
1. Educate children and visitors to the property about the permitted uses of Class A recycled water
  2. Remove the handle from the recycled water taps when not in use
  3. Ensure that all recycled water prohibition signs are visible and legible at all times
  4. Ensure that in the case of Educational / Public Buildings, that the 'Hose Bib Tap Lock' is securely in place when recycled water external tap/s are not in use
- b) For Irrigation Systems:
- (1) Until Class A Recycled Water is available (i.e. charged through the recycled water main), irrigation systems time of operation must comply with current Government water restriction requirements
  - (2) Class A Recycled Water must be used responsibly. To ensure positive public perception, irrigation during the middle of the day is not recommended
  - (3) Annual testing of the backflow prevention device is required to ensure the device is operating correctly

- (4) Signage must be produced at the owner's expense and displayed prominently in each area recycled water is being used for irrigation purposes. These signs should comply with Australian Standards 2416-2002: *Design and application of water safety signs* and should contain the wording: "Recycled Water is used in this area. Do Not drink. Avoid Contact."
  - (5) Users of Class A Recycled Water for irrigation purposes are required to comply with Yarra Valley Water's '*End Use Protocol: Irrigation of Public Open Spaces (Garden Beds, Tress, Lawns)*', which can be downloaded at [www.yvw.com.au](http://www.yvw.com.au)
  - (6) An Environment Improvement Plan (EIP) is submitted in accordance with Yarra Valley Water guidelines for Class A Recycled Water
- c) The conditions detailed in this document are binding on subsequent owners of this recycled water property

## SEWER

Following the completion of new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water. The plan can be uploaded for you at one of the easyACCESS outlets, emailed to [easyACCESS@yvw.com.au](mailto:easyACCESS@yvw.com.au) or faxed to 9872 1413.

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

## AMENDMENTS

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

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

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

## INDEMNITY

You must indemnify Yarra Valley Water against:

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

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



Water amending these conditions.

You must pay us any costs we reasonably incur in:

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

INFORMATION ONLY

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

## RATES CERTIFICATE

**Account No:** 4193248101  
**Rate Certificate No:** 30859470

**Date of Issue:** 19/06/2024  
**Your Ref:** HN-24/32636

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
3 GRACE ST, CRAIGIEBURN VIC 3064	1011\PS714636	5081384	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2024 to 30-06-2024	\$20.03	\$18.03
Residential Sewer Service Charge	01-04-2024 to 30-06-2024	\$114.47	\$114.47
Parks Fee *	01-04-2024 to 30-06-2024	\$21.10	\$21.10
Drainage Fee	01-04-2024 to 30-06-2024	\$29.38	\$29.38

Usage Charges are currently billed to a tenant under the Residential Tenancy Act

Other Charges:	
Interest	No interest applicable at this time
No further charges applicable to this property	
Balance Brought Forward	\$0.00
Total for This Property	\$182.98

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
575A CRAIGIEBURN RD, CRAIGIEBURN VIC 3064	H\PS711339	5067429	Superseded

Agreement Type	Period	Charges	Outstanding
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$0.00
Total for This Property			\$0.00

\* Please note, from 1 July 2023 the Parks fee will be charged quarterly instead of annually.



GENERAL MANAGER  
RETAIL SERVICES

**Note:**

- 1. From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.**
- 2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.**
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

**Recycled water is available at this property**

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



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au  
yvw.com.au

**Property No:** 5081384

**Address:** 3 GRACE ST, CRAIGIEBURN VIC 3064

**Water Information Statement Number:** 30859470

## HOW TO PAY



**Bill**er Code: 314567  
Ref: 41932481010

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

# Property Clearance Certificate

## Land Tax



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

Your Reference:	LD:73241911-011-6.HN-24/32
Certificate No:	78638007
Issue Date:	19 JUN 2024
Enquiries:	ESYSPROD

Land Address:	3 GRACE STREET CRAIGIEBURN VIC 3064
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Land Id	Lot	Plan	Volume	Folio	Tax Payable
40919720	1011	714636	11457	618	\$1,590.00

Vendor: MILIND KUMAR RATHORE  
Purchaser: TBA TBA

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MILIND KUMAR RATHORE	2024	\$380,000	\$1,590.00	\$0.00	\$1,590.00


Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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Comments:

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

  
Paul Broderick  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$560,000
SITE VALUE:	\$380,000
CURRENT LAND TAX CHARGE:	\$1,590.00



# Notes to Certificate - Land Tax

**Certificate No:** 78638007

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,590.00

Taxable Value = \$380,000

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

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 78638007

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 78638007

### Visa or Mastercard

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

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

# Property Clearance Certificate

## Windfall Gains Tax



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

Your	LD:73241911-011-6.HN-24
Reference:	/32636
Certificate No:	78638007
Issue Date:	19 JUN 2024

Land Address: 3 GRACE STREET CRAIGIEBURN VIC 3064

Lot	Plan	Volume	Folio
1011	714636	11457	618

Vendor: MILIND KUMAR RATHORE  
Purchaser: TBA TBA

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:  
\$0.00

Paul Broderick  
Commissioner of State Revenue



# Notes to Certificate - Windfall Gains Tax

Certificate No: 78638007

### Power to issue Certificate

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

### Amount shown on Certificate

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

### Windfall gains tax is a first charge on land

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

### Information for the purchaser

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

### Information for the vendor

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


### Passing on windfall gains tax to a purchaser

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

### General information

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

### Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p> <p></p> <p>Billers Code: 416073 Ref: 78638004</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p> <p></p> <p>Ref: 78638004</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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## ROADS PROPERTY CERTIFICATE

The search results are as follows:

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

Client Reference: HN-24/32636

NO PROPOSALS. As at the 19th June 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

3 GRACE STREET, CRAIGIEBURN 3064  
CITY OF HUME

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

Date of issue: 19th June 2024

Telephone enquiries regarding content of certificate: 13 11 71

# Due Diligence Checklist

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

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

### Urban living

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

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

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

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

### Growth areas

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

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

### Flood and fire risk

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

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

### Rural properties

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

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

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

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

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

### Soil and groundwater contamination

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

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

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

# SECTION 27 STATEMENT

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

**VENDOR:** MILIND KUMAR RATHORE

**PROPERTY:** 3 Grace Street CRAIGIEBURN VIC 3064

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

(a) Mortgagee(s):.....BEYOND BANK AUSTRALIA LTD

of:..

(b) Amount secured \$.....  
Instalments \$..... per.....

Amount required to discharge the Mortgage \$.....  
(THIS AMOUNT INCLUDES OUTSTANDING RATES, TAXES OR CHARGES DUE TO ANY  
STATUTORY BODY, OR OTHER CHARGE FOR MONEY'S OWING)

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

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

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

.....

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

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

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

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

SIGNATURE OF VENDOR(S) .....

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### ACKNOWLEDGMENT OF RECEIPT OF VENDOR'S SECTION 27 STATEMENT

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

DATE OF RECEIPT ...../...../200

SIGNATURE OF PURCHASER(S) .....

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### RELEASE OF THE DEPOSIT BY THE PURCHASER(S)

1. The Purchaser HEREBY ACKNOWLEDGES that:

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

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

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

SIGNATURE OF PURCHASER(S) .....