

CONTRACT OF SALE

VENDORS: SKEDIO DEVELOPMENT GROUP PTY LTD

PROPERTY: 52 THE BOULEVARD, THOMASTOWN VIC 3074



HOME CONVEYANCING RESERVOIR
288 BROADWAY, RESERVOIR 3073
PH 9460 9400

REF: 25944

CONTRACT OF SALE OF REAL ESTATE



PROPERTY ADDRESS: 52 THE BOULEVARD, THOMASTOWN VIC 3074

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

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 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'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10% 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 this contract of sale and the day on which you become the registered proprietor.

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** that is in accordance with Division 2 of Part II of that Act; and a copy of the full terms of this contract.

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as an 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(s) of person(s) 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 HARRY DAVERNARIS and MARY DAVERNARIS

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

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Harcourts Rata & Co

Tel:

Ref:

Email: sold@rataandco.com.au

VENDOR

SKEDIO DEVELOPMENT GROUP PTY LTD
ACN 632 254 776

Tel:

Ref:

Email:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

HOME CONVEYANCING RESERVOIR
Of 288 BROADWAY, RESERVOIR VIC 3073

Tel: (03) 9460 9400

Ref: 25944

Email: lydia@homeconveyancing.com.au

PURCHASER

Of

Tel:

Fax:

Ref:

Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of ,

Tel:

Fax:

Ref:

Email:

PROPERTY ADDRESS

LOT 1, 52 THE BOULEVARD, THOMASTOWN VIC 3074

LAND (General Conditions 3 & 9)

The land is –

Described in the table below –

Certificate of Title reference	Being Lot 1	On Plan 919361T
Volume 12573 Folio 387		

OR

Described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement as attached to the Section 32 Statement if no folio or land description references are recorded in the table above or if the land is general law land.

GOODS SOLD WITH THE LAND

(General Condition 2.3(f))

All fixtures and fittings of a permanent nature as inspected.

PAYMENT

Price

\$

Deposit

\$ _____

by

(of which \$

has been paid)

Balance

\$

payable at settlement

=====

GST (General Condition 13)

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

If this 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:

GST – RESIDENTIAL WITHHOLDING PAYMENT

The Purchaser is not required to make a GST withholding payment under section 14-250 Of Schedule 1 to the Taxation Administration Act 153 (Cth) in relation to this supply of Land unless the words **GST withholding applies** appear in this box in which case the Vendor will provide further details before settlement.

Unless the words **GST withholding applies** appears in this box, this section serves as a Notification for the purposes of section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) and the Vendor will not be required to produce a notice.

SETTLEMENT**(General Condition 10)**

Is due on

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

The above date;

or

14 days after the vendor gives notice to the purchaser of registration of the plan

LEASE

(General Condition 1.1)

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

to general condition 1.1.

TERMS CONTRACT

(General Condition 23)

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

LOAN (refer to general condition 14)

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

Lender:

Loan amount: \$

Approval date:

SPECIAL CONDITIONS

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

Special Conditions

Instructions: It is recommended that when adding special conditions:

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

1. Definitions

In this Contract, capitalised terms have the meaning given to them in the Particulars of Sale and:

Authority	means any government or any public, statutory, governmental, semi-governmental, local governmental, municipal, or judicial body, entity or authority and includes a Minister of the Crown (in any right) and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.
Bank	means an Australian-owned bank on the list, current on the Day of Sale, of authorised deposit-taking institutions regulated by the Australian Prudential Regulation Authority (APRA).
Bank Guarantee	means an unconditional and irrevocable guarantee or undertaking by a Bank in favour of the Vendor's Representative and on terms satisfactory to the Vendor's Representative in its absolute discretion, to pay money on demand to the Vendor's Representative without reference to the Purchaser having an expiry date (if any) no earlier than the day that is six months after the Registration Period.
Business Day	means any day which is not a Saturday, Sunday, or proclaimed public holiday in the State of Victoria.
Chattels	are any goods, if any, sold as part of the Property under this Contract.
Claim	means a claim, action, proceeding, damage, loss, expense, cost or liability, immediate, future or contingent and includes a claim for compensation.
Common Property	means the common property created by, comprised in, and shown on the Plan of Subdivision.
Contaminant	means a solid, liquid, gas, odour, heat, sound, vibration or radiation, or a quality or property of any of them, which is or may be: (a) noxious or poisonous; (b) obnoxious or offensive to the senses of human beings; (c) harmful or potentially harmful to the health, welfare, safety or property of human beings; (d) poisonous, harmful, or potentially harmful to: (i) animals, birds, wildlife, fish, or other aquatic life; or (ii) plants or vegetation; or (e) detrimental to any beneficial use made of land, water, or atmosphere, and land is contaminated if one or more Contaminants: (a) is on, in or under it; or (b) is emanating from it.
Contract	means this contract of sale and includes all enclosures and annexures.
Corporations Act	means the <i>Corporations Act 2001</i> (Cth).
Deposit	means an amount equal to the proportion of the price that is set out as the deposit in the particulars of sale.

Development	means the land in the Plan and any surrounding land or stages to be developed by the Vendor and any related party or any successor in title of the Vendor.
Day of Sale	means the date by which both parties have signed this Contract.
Environmental Law	means any statutory or common law relating to the environment, including any law relating to land use, planning, heritage, coastal protection, water catchments, pollution of air or waters, soil or underground Contaminants, chemicals, waste, use or hazardous or dangerous goods or substances, building regulations, public and occupational health and safety, noxious trades, or any other aspect of the environment or person or property.
FIRB	means the Foreign Investment Review Board and includes the Minister of the Australian Government who administers the Government's foreign investment policy under the provisions of the FIRB Act.
FIRB Act	means <i>Foreign Acquisitions and Takeovers Act 1975</i> (Cth).
Foreign Person	has the meaning given to that term by section 4 of the <i>Foreign Acquisitions and Takeovers Act 1975</i> (Cth).
General Conditions	are the conditions set out in this Contract.
GST	means GST within the meaning given to that term in <i>A New Tax System (Goods and Services Tax) Act 1999</i> and associated legislation or any amendment or replacement of that Act or legislation.
Guarantee and Indemnity	means the form of guarantee and indemnity contained in Annexure A.
Guarantor	means each person that executes the Guarantee and Indemnity.
Interest Rate	means a rate of 2% higher than the rate for the time being fixed under section 2 of the <i>Penalty Interest Rates Act 1983</i> (Vic).
Lot or Lots	means a lot or lots on the Plan of Subdivision.
Margin Scheme	means the scheme for working out the amount of GST on a taxable supply under Division 75 of <i>A New Tax System (Goods and Services Tax) Act 1999</i> and associated legislation or any amendment or replacement of that Act or legislation.
Object	means to make any Claim against the Vendor (before or after the date of actual settlement), to seek to withhold all or part of the Price, raise any objection, requisition, rescind or terminate this Contract or seek to delay or avoid settlement of this Contract.
Occupancy Permit	means an occupancy permit issued under the <i>Building Act 1993</i> (Vic) for the Property or Development.
Outgoings	means all rates, taxes, assessments, fees and other outgoings whether paid or payable by the Vendor and includes land tax, levies, fire insurance premiums but excludes any supplementary rates or taxes or other such rates assessed in respect of the Property after the Settlement Date which are the responsibility of the Purchaser.
Owners Corporation	means the owners corporation or owners corporations created by the registration of the Plan of Subdivision.
Owners Corporation Rules	means the proposed rules and any variations or additions to them that are notified by the Vendor to the Purchaser in writing before the date of actual settlement.

Plan of Subdivision	means the plan of subdivision number referred to in the Particulars of Sale as the case may be and a copy of which is included in the Vendor's Statement and includes any amendments or alterations made to the plans and any restriction noted on the plan.
Planning Documents	means the planning permits issued in respect of the Property before and after the Day of Sale as those permits may be amended, added to, varied, extended, or endorsed from time to time and include Planning Permit Applications and the planning permits annexed to the Vendor's Statement (if any).
Property	means the property sold pursuant to this Contract. The terms Land, Lot, Property are used intermittently throughout this Contract, however, they all mean the property sold pursuant to this Contract.
Sale of Land Act	means the <i>Sale of Land Act 1962</i> (Vic).
Settlement Date	means the date settlement is due in the Particulars of Sale or such other date agreed by the parties in writing on which the Balance must be paid.
Site	means the whole of the land comprised in the Plan of Subdivision and any other adjoining or neighbouring land owned by the Vendor.
Subdivision Act	means the <i>Subdivision Act 1988</i> (Vic).
Vendor's Statement	means the statement made under Section 32 of the <i>Sale of Land Act 1962</i> (Vic), a copy of which is contained in Annexure C.

2. Variation of General Conditions

Without limiting the specific provisions of any other special condition in this Contract, the General Conditions are amended as follows:

2.1 General Conditions 2.4 to 2.5 (inclusive), 3, 5, 7, 23, 24.2, and 24.4 to 24.6 (inclusive) are deleted.

2.2 General Condition 10.1(b)(i) is amended to read as follows: "provide all title documents necessary to enable the purchaser to become the registered proprietor of the land; and"

2.3 General Condition 12.4 is added as follows:

12.4 Where the Purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) 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.

2.4 General Condition 21 is deleted and replaced with the following:

21. NOTICES

- (a) 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.
- (b) 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.
- (c) The Purchaser may enter the property to comply with a notice, order, demand, or levy which is their responsibility where action is required before settlement with the Vendor's consent, which shall not be unreasonably withheld.

2.5 General Condition 25 is amended by adding the following additional paragraph at the end of the condition:

The Purchaser acknowledges the following items constitute a 'reasonably foreseeable loss':

- (a) expenses payable by the Vendor under existing mortgage registered on title;
- (b) the Vendor's legal costs and expenses as between client and solicitor incurred due to the Purchaser's breach including the cost of issuing a default notice agreed at \$990.00 (including GST);
- (c) penalties and other expenses payable by the Vendor for the delay in completing a purchase of another property; and
- (d) any commission, advertising or other expenses claimed by the Vendor's Estate Agent/s relating to the sale of the property."

2.6 General Condition 26 is varied by replacing "2%" with "3%".

3. Purchaser acknowledgements

3.1 The Property is sold subject to any restrictions as to use under any order, plan, scheme, regulation, or by-law contained in or made pursuant to the provisions of any legislation. No such restriction shall constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or objection nor be entitled to any compensation from the Vendor in respect thereof or delay payment of the price.

- 3.2 The Purchaser acknowledges having inspected the property hereby sold and save as is otherwise expressly provided acknowledges that he is purchasing the property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations, or improvements to the property sold.
- 3.3 The Purchaser acknowledges that there are no conditions warranties or other matters affecting the sale other than those embodied herein and that no representations or statements of any kind have been made either orally or in writing by the Vendor or its Agents which induced the Purchaser to enter into this Contract.
- 3.4 The Purchaser acknowledges that the Vendor has not nor has anyone on the Vendor's behalf made any representation or warranty as to the fitness for any particular purpose or in relation to any other matter in respect to the property sold and the Purchaser expressly releases the Vendor and/or his servants or agents from any claims or demands in respect thereof.
- 3.5 The Purchaser shall not be entitled to rely on any representation alleged to have been made by the Vendor or their Agent which are not incorporated conditions of this Contract.
- 3.6 The Purchaser hereby acknowledges having received from the Vendor a Due Diligence Checklist and a signed Section 32 Vendor Statement prior to the signing of this Contract.

4. No Warranties

The Purchaser acknowledges that it:

- 4.1 accepts the Property with all Property Controls, Approvals, Plan Restrictions, Restrictive Covenant/s, and any additional restrictions;
- 4.2 has made all the enquiries with all relevant Government Agencies that a prudent and careful person would make before entering into this Contract;
- 4.3 enters into this Contract on the basis of its inspections and the enquiries it has carried out, and relying on its own judgement;
- 4.4 acknowledges that the Vendor has been or may be in the course of carrying out infrastructure and other works on the Land and that the Land may be filled, raised, levelled, compacted or cut;
- 4.5 has not relied, and does not rely, on any representation or warranty of any nature made by or on behalf of the Vendor, the Vendor's Conveyancer or the Vendor's Agent other than those expressly set out in this contract;
- 4.6 must disclose to any financier, valuer, Authority, or other party the existence of any payments, rebates, incentives, or other inducements offered to the Purchaser in respect of the Contract by the Vendor or any other party;
- 4.7 has not relied, and does not rely, on any representation or warranty of any nature made by or on behalf of the Vendor, the Vendor's Conveyancer, or the Vendor's Estate Agent other than those expressly set out in this contract; and
- 4.8 any measurements shown on the Plans are indicative only.

5. Marketing & Advertising Materials

- 5.1 The Purchaser acknowledges and agrees that any drawings, mock ups, displays, advertisements, other materials depicting the property or development, or marketing materials provided to or inspected by the Purchaser prior to the Day of Sale are intended as an indicative representation only, and the Purchaser acknowledges that the Purchaser has not relied on its inspection of the display unit, if any, or other marketing materials in entering into this Contract.

5.2 The Purchaser acknowledges and agrees that the description of areas and measurements appearing in any marketing material of the development are approximates only and may differ from the actual area and measurements of the Building Works and Plan of Subdivision.

5.3 The Purchaser acknowledges and agrees not to object by reason of the actual areas and measurements being different to those shown in this Contract, the area of the property in the Plan, or any marketing material.

6. Identity of Land

The Purchaser shall not make any requisitions or claim any compensation for any alleged mis-description of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or bear all or any part of the cost of doing so provided that nothing herein shall release the Vendor from the Vendor's obligations or affect the rights of the Purchaser pursuant to Section 9AC of the *Sale of Land Act 1962* (Vic) (as amended).

7. Deposit

7.1 The deposit monies paid or payable under this Contract must not exceed 10% of the purchase price.

7.2 The deposit must be paid to the Vendor's Estate Agent or Vendor's Legal Practitioner or Conveyancer named in this Contract to be held on trust for the Purchaser until the registration of the Plan.

7.3 If the due date for the payment of the deposit is not completed or specified in the Particulars of Sale, then the parties agree that the deposit is immediately due and payable on the Day of Sale.

7.4 The Vendor and Purchaser authorise the Vendor, the Vendor's Legal Practitioner or Conveyancer and/or the Vendor's Estate Agent to invest the deposit and agree that any interest which accrues on the deposit money will be paid to the party ultimately entitled to the deposit on the date on which the deposit is released to that party.

8. Guarantee

If the Purchaser is a corporate entity (within the meaning of the Corporations Act) that is not admitted to the official list of the ASX Limited, the Purchaser must on the Day of Sale execute the Guarantee and Indemnity annexed hereto and marked "Annexure A" by either the Sole Director or at least two Directors of the Purchaser Company if it is a multi-director company (whichever may be applicable) and deliver the properly executed and stamped (if necessary) Guarantee & Indemnity to the Vendor.

9. Electronic Conveyancing

9.1 Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law.

9.2 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.

- 9.3 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 9.4 The Vendor will open the Electronic Workspace prior to the Settlement Date. The inclusion of a specific date for Settlement in an Electronic Workspace is not of itself a promise to settle on that date.
- 9.5 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 9.6 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 9.7 The purchaser must, at least seven (7) days before the due date for settlement, provide the original of any document required to be prepared by the Purchaser in accordance with General Condition 6.
- 9.8 The parties are not responsible for any error caused by the Electronic Lodgement Network or Electronic Lodgement Network Operator.

10. Stamp Duty

- 10.1 The Purchaser acknowledges and agrees that:
- (a) no representation or warranty has been made to the Purchaser in relation to the stamp duty payable by the Purchaser in connection with the purchase of the Property; and
 - (b) the Purchaser has relied on its own investigations and inquiries relating to the stamp duty payable by the Purchaser in connection with the purchase of the Property; and
 - (c) the Purchaser will not Object because of the amount of stamp duty payable on a transfer of the Property to the Purchaser or to any nominated or substituted purchaser.
- 10.2 If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions").
- 10.3 If the proportions recorded in the Transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 10.4 The Purchaser is liable for and indemnifies the Vendor against any stamp duty that becomes payable in respect of a transfer of the Property to the Purchaser or to any nominated or substituted purchaser.
- 10.5 The Purchaser fully indemnifies the Vendor, the Vendor's Estate Agent, and the Vendor's Legal Practitioner and Conveyancer against any Claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract.
- 10.6 This Special Condition shall not merge on completion.

11. Adjustments

- 11.1 The Purchaser's Representative will prepare and provide to the Vendors Representative the statement of adjustments at least five (5) days before the due settlement date.
- 11.2 General Condition 15 is to be read so that the adjustments are calculated as at the date that the date Settlement falls due.
- 11.3 For the purposes of General Condition 15, 'periodic outgoings' includes:
 - 11.3.1.1.1 meter connection fee and other connection fees for utilities (if any); and
 - 11.3.1.1.2 Outgoings.
- 11.4 All Outgoings for the Property will be adjusted between the Vendor and the Purchaser on the basis that they have or will be paid by the Vendor.
- 11.5 Despite this special condition the Vendor is only obliged to pay all Outgoings when they are due to be paid and the Purchaser will not require them to be paid on an earlier date.

12. Utility Meter Connections

- 12.1 The Purchaser acknowledges and agrees that the Vendor may arrange for the connection and installation of utility meters at the property for electricity, telecommunications, and other like services (including fibre optic network infrastructure), and includes all installations, pits, pipes, wires, fibre optic cables, mains, connections, and machinery relating to those services (if any).
- 12.2 The Vendor may at settlement adjust the cost of the utility connection and meter installation fees against the Purchaser.
- 12.3 The Purchaser acknowledges that the Vendor does not make any representations or give any assurances as to the availability of a fibre network and whether or not the Property is capable of receiving a fibre network.

13. GST Withholding Payments and Notifications

- 13.1 In this special condition terms have the following meanings;
 - (a) **TA Act** means the *Taxation Administration Act 1953* (Cth);
 - (b) **Commencement Date** means 1 July 2018
 - (c) **Commissioner** has the meaning given to that term in the TA Act;
 - (d) **GST Withholding Amount** means the amount, specified in the Vendor Notice, that the Purchaser is required to pay (if any) to the Commissioner under section 14-250 of Schedule 1 of the TA Act;
 - (e) **Operative Date** means 1 July 2020.
 - (f) **Purchasers Notice** means a notice that the Purchaser is required to give under section 16-150(2) of Schedule 1 of the TA Act; and
 - (g) **Vendor Notice** means a notice that the vendor is required to give under section 14-255(1) of Schedule 1 of the TA Act.
- 13.2 If the Day of Sale is before the Commencement Date and Settlement takes place before the Operative Date, the parties agree that the Vendor is not required to provide a Vendor Notice and the Purchaser is not required to provide a Purchaser Notice.

- 13.3 Subject to Special Condition 15.2 the Vendor must serve a Vendor Notice, in accordance with the requirements of section 14-255 of Schedule 1 of the TA Act, to the Purchaser no later than five (5) business days before Settlement Date.
- 13.4 Subject to Special Condition 15.2 the Purchaser must lodge a Purchaser Notice with the Commission, in accordance with the requirements of section 16-150(2) of Schedule 1 of the TA Act, and provide the Vendor a copy of the Purchaser Notice as lodged at least two (2) business days before the Settlement Date. The Vendor is not required to effect settlement until the Purchaser has provided the Vendor with a copy of the Purchaser Notice if the Purchaser fails to give a copy of the Purchaser's Notice in accordance with this special condition. The Purchaser will be deemed to default in payment of the balance from the date settlement is due under this Contract to the date settlement takes place if, pursuant to this special condition the Vendor effects settlement after the date settlement is due under the Contract.
- 13.5 This special condition will not merge on settlement.

14. Foreign Resident Capital Gains Withholding

- 14.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this special condition unless the context requires otherwise;
- 14.2 Every vendor under this Contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commission 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.
- 14.3 This special condition only applies if the purchaser is required to pay the Commission an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- 14.4 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.
- 14.5 The Purchaser must:
- (a) Engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the Purchaser's obligations in this special condition; and
 - (b) Ensure that the representative does so.
- 14.6 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 monies under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - (b) Promptly provide the vendor with proof of payment; and
 - (c) Otherwise comply, or ensure compliance with, this special condition; despite
 - (d) Any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) Any other provision in this Contract to the contrary.

- 14.7 The representative is taken to have complied with the obligations in Special Condition 19.6 if;
- (a) The settlement is conducted through the electronic conveyancing system operated by the Property Exchange of Australia (PEXA) or any other electronic conveyancing system agreed by the parties; and
 - (b) The amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction;
- 14.8 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 date of settlement.
- 14.9 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 of *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.
- 14.10 The purchaser is responsible for any penalties or interest payable to the Commission on account on late payment of the amount.

15. Foreign Investment Review Board (FIRB) Approval

- 15.1 If the Purchaser is not a Foreign Person as defined in Section 4 of the *Foreign Acquisitions & Takeovers Act 1975*, the Purchaser warrants to the Vendor:
- (a) that the provisions of the *Foreign Acquisitions & Takeovers Act 1975* do not apply to the Purchaser or this purchase; and
 - (b) that the Purchaser is responsible for and agrees to indemnify the Vendor against any claim, costs, or loss which the Vendor suffers, incurs or is liable for in respect of a breach of the warranty in Special Condition 22.1(a), including legal costs on a full indemnity basis.
- 15.2 If the Purchaser is a Foreign Person as defined in Section 4 of the *Foreign Acquisitions & Takeovers Act 1975*, the Purchaser warrants to the Vendor:
- (a) that all requirements of the *Foreign Acquisitions & Takeovers Act 1975* have been observed and complied with by the Purchaser; and
 - (b) that the Purchaser is responsible for and agrees to indemnify the Vendor against any claim, costs, or loss which the Vendor suffers, incurs or is liable for in respect of a breach of the warranty in Special Condition 20.2(a), including legal costs on a full indemnity basis.

16. Caveat & Priority Notice Restricted

- 16.1 The Purchaser must not lodge or cause or allow any person claiming through it or acting on its behalf to lodge on the Purchaser's behalf any caveat or priority notice in relation to the land without obtaining prior written consent from the Vendor.
- 16.2 The Purchaser must indemnify the Vendor for all loss or damage which the Vendor suffers as a direct or indirect result of a breach by the Purchaser of this special condition. This does not prejudice any other rights that the Vendor may have in respect of a breach by the Purchaser of this special condition.
- 16.3 The Purchaser appoints the Vendor's Legal Practitioner or Conveyancer as its attorney to withdraw any such caveat or priority notice or sign a withdrawal of such caveat or sign a withdrawal of such priority notice. This appointment will survive the rescission or termination of this Contract by either party.
- 16.4 The Purchaser acknowledges that this special condition is an essential term of the Contract.

17. Insolvency

17.1 The Vendor may terminate this Contract, by notice to the Purchaser, if the Purchaser is an individual and any of the following occurs:

- (a) dies;
- (b) an administration order within the meaning of the *Guardianship and Administration Board Act 1986* (Vic) is made concerning the Purchaser's estate; or
- (c) commits an act of bankruptcy or becomes insolvent

17.2 The Vendor may terminate this Contract, by notice to the Purchaser, if the Purchaser is a corporation and any of the following occurs:

- (a) assigns any of its property for the benefit of the creditors or any class of them;
- (b) its interest in or under this Contract or in the subject matter of this Contract becomes attached or taken in execution or under any legal process;
- (c) an encumbrance takes any step towards taking possession or takes possession of any assets of it or exercises any power of sale;
- (d) it ceases, suspends or threatens to cease or suspend the conduct of a majority of its business, or disposes of or threatens to dispose of its assets, except for the purposes of a solvent reconstruction or amalgamation previously approved by the Vendor;
- (e) any security interest becomes enforceable or is enforced against it;
- (f) a distress, attachment or other execution is levied or enforced against it in excess of \$10,000.00;
- (g) it has a judgement or order given against it in an amount exceeding \$10,000.00 (or the equivalent in another currency) and the judgement or order is not satisfied or quashed or stayed within 20 Business Days after being given;
- (h) it takes any step to obtain protection or is granted protection from its creditors under any applicable legislation;
- (i) a resolution is passed by it to appoint an administrator or an administrator of it is appointed;
- (j) an order is made that it be wound up;
- (k) an order is made appointing a liquidator or a provisional liquidator of it;
- (l) it resolves to wind up or otherwise dissolve, or gives notice of its intention to do so, except for the purposes of solvent reconstruction or amalgamation previously approved by the Vendor, or is otherwise wound up or dissolved;
- (m) it is, or states that it is, or under Law is taken to be, unable to pay its debts (other than as a result of a failure to pay a debt or claim the subject of a dispute in good faith) or stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
- (n) a receiver, receiver and manager, administrator, controller or similar officer of any assets or the whole or any part of the undertaking of it is appointed; or
- (o) it is or makes statement from which it may be reasonably deduced by the Vendor that the Purchaser is the subject of an event described in section 459C(2) of the Corporations Act; or
- (p) is a trustee of a trust, it is unable to satisfy out of the assets of the trust the liabilities incurred by it as and when those liabilities fall due, and any event that is analogous or having a substantially similar effect to any of the events specified in this definition.

18. Encumbrances

18.1 The sale is subject to encumbrances which the Purchaser assumes.

18.2 The purchaser assumes the following encumbrances:

- (a) all registered and any unregistered and implied easements, covenants and restrictive covenants (if any) including those disclosed in the Vendor's Statement;
- (b) any easements and restrictions created by the Plan;
- (c) all existing restrictive covenants;
- (d) any Section 173 Agreements, including the provisions of any agreement which the Vendor may be required to enter into with any responsible authority in relation to the Plan including but not limited to an agreement under Section 173 of the *Planning and Environment Act 1987*, including any section 173 agreement in respect of development contribution levies and community infrastructure levies or required by the conditions of the Planning Documents;
- (e) any agreement entered into with the relevant water authority in respect of any requirements relating to water pressure or water connections to the Property including but not limited to any agreement under Section 173 of The *Planning and Environment Act 1987* in respect of those requirements;
- (f) any Design Guidelines;
- (g) any requirements of any Planning Documents affecting the Property;
- (h) any Memorandum of Common Provisions;
- (i) any restrictions; and
- (j) any additional restrictions such as rights, privileges, restrictions on use, dedications of land, agreements, leases, licences, other occupation rights and arrangements relating to all or part of the Site which may be required by an Authority or form part of an approval reasonably and properly required by the Development.

18.3 The Purchaser must not Object in relation to any matter referred to in this Special Condition 18.2.

19. Section 173 Agreement

The Purchaser acknowledges that the relevant council may require the Vendor to enter into a Section 173 Agreement of the *Planning and Environment Act 1987* (Vic) which may be registered and run with the title of the land. The Purchaser buys the property subject to any Section 173 Agreements which are or if registered, will remain encumbrances on the title to the land. The purchaser must not make any claim, enquiry, requisition, or demand in relation to the matters raised within the Section 173 Agreement and the purchaser will not be entitled to delay settlement or rescind this Contract as a result of the matters raised in the Section 173 Agreement.

20. Environmental Condition & Contamination

- 20.1 The Purchaser accepts the condition of the property including without limitation, the presence of any Contaminant or substance in, on or under or emanating from the property.
- 20.2 The Purchaser acknowledges that the Vendor makes no representation or warranty about compliance of the Property with Environmental Law.

- 20.3 The Purchaser cannot make any requisition, objection, claim or claim for compensation, delay payment of the balance or otherwise rescind or terminate this Contract because:
- (a) of the use, presence or escape of any Contaminant or substance on or from the property; or
 - (b) the physical condition of the property renders the property unsuitable or unfit for any use or development.

21. Natural Surface Level

- 21.1 The Purchaser acknowledges and agrees that changes may be made to the natural surface level of the land in the development after the Day of Sale, and, subject to the purchaser's rights under the *Sale of Land Act 1962* (Vic), the purchaser will not Object if changes are made to the natural surface level of the land in the development after the date of sale.
- 21.2 Details of any works affecting the natural surface of the land and adjoining land that have or are proposed to be carried out are as shown on the engineering plans and may be inspected at the office of the Municipal Office.

22. Waiver

The Purchaser is not entitled to Object or require the Vendor to take any action against the Vendor and buys the property subject to:

- (a) all laws affecting the property;
- (b) all restrictions or conditions affecting or imposed on the property or its use;
- (c) all rights of or claims by any Authority;
- (d) conditions imposed in the Planning Documents for the property; and
- (e) the applicable planning scheme

and the Purchaser must not Object or require the Vendor to take any action in accordance with these matters or in connection with any defect or non-compliance of the property with respect of these matters.

23. Owners Corporation

23.1 The Purchaser acknowledges and understands that:

- (a) the Owners Corporation commenced after the later of Occupancy Permit being issued or registration of the Plan of Subdivision;
- (b) the Purchaser will become a member of the Owners Corporation after settlement;
- (c) the Purchaser will not be required to pay fees to the Owners Corporation; and
- (d) the Purchaser buys the land subject to the Owners Corporation Rules. The Vendor may make amendments or alterations to the Owners Corporation Rules before settlement which in the Vendor's reasonable opinion facilitate or enhance the Development.

23.2 After Occupancy Permit being issued or registration of the Plan of Subdivision, whichever is the later, the Vendor may:

- (a) hold the first meeting of the Owners Corporation; and
- (b) arrange insurance as required under the *Owners Corporations Act 2006* (Vic) or the Subdivision Act.

23.3 The Purchaser acknowledges that after registration of the Plan of Subdivision, the Vendor may, but is not obliged, to cause the applicable Owners Corporation to:

- (a) make rules in the form of the Owners Corporation Rules as altered or amended under Special Condition 23.1(d);
- (b) appoint a manager for the Owners Corporation on terms and conditions which the Vendor (acting reasonably) deems consistent with market terms and conditions for the provision of those management services;
- (c) determine Owners Corporation fees or levies to be paid by members of the Owners Corporation including amounts, times and manner of payment;
- (d) enter into any agreement or to grant a lease or licence in respect of any part of the Common Property or otherwise with respect to the Site; and
- (e) enter into long term arrangements for the supply of electricity, water, gas, telecommunications and other services for the Development and the lots on the Plan of Subdivision including the Property

and the Purchaser authorises the Vendor to do any or all of these things.

23.4 The Purchaser may not Object, make objection, requisition or Claim, delay completion or rescind or terminate this Contract because the Vendor decides not to have the Owners Corporation pass a Special Resolution.

24. Contract Term Variations & Extensions

24.1 If the Purchaser requires a variation to or extension of any dates or conditions within the Contract after the Date of Sale the Purchaser will be liable for the Vendor's Representatives reasonable costs, being \$330.00 (GST inclusive) per variation or extension request. Any variation fees are to be adjusted by the Purchaser in favour of the Vendor and are payable at settlement.

24.2 The parties agree variation/s to the Contract as agreed between the parties from time to time are to be in writing between the parties' representatives and will form part of this Contract and will be binding from the date of variation confirmed and agreed to.

25. Settlement Re-Scheduling Fee

The Purchaser agrees to pay the Vendor's representative's reasonable costs of \$220.00 (GST inclusive) to reschedule settlement should the Purchaser default and fail to settle on the agreed Settlement Date. Any re-scheduling fees are to be adjusted by the Purchaser in favour of the Vendor and are payable at settlement.

26. Compliance with Sale of Land Act

The Purchaser hereby acknowledges that prior to signing this Contract and prior to signing any other documents relating to the sale hereby effected the Purchaser received a Statement in writing signed by the Vendor pursuant to Section 32 of the *Sale of Land Act 1962* (Vic) (as amended) in the form included with this Contract.

27. Jointly and Severally

27.1 If the Purchaser consists of more than one person each of them are jointly and severally bound by this Contract.

27.2 Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa.

28. Unenforceable provisions

Any provision in this Contract that is invalid or unenforceable is to be read down, if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of the Contract or affecting the validity or enforceability of that provision.

29. No Merger

A provision of this Contract which can take effect after the Settlement Date does not merge on settlement and continues to bind the parties.

30. Assignment

The Purchaser must not assign its rights or obligations under this Contract.

31. Counterparts

31.1 This Contract may be executed in any number of counterparts that together will constitute one instrument.

31.2 A party may execute this Contract by signing any counterpart.

32. Waiver

32.1 A party waives a right under this Contract only if it does so in writing.

32.2 A party does not waive a right simply because it:

- (a) fails to exercise the right;
- (b) delays exercising the right; or
- (c) only exercises part of the right.

32.3 A waiver of one breach of a term of this Contract does not operate as a waiver of another breach of the same term or a breach of any other term.

33. Time is of the Essence

Time shall remain the essence of this Contract despite any waiver or indulgence granted by a non-defaulting party to the party in default.

34. Whole Agreement

The Purchaser acknowledges that no information, representation, comment, marketing material, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion, or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

35. Rule of Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract or part of it.

36. Interpretation

- 36.1 In this Contract, a reference to currency is a reference to Australian currency.
- 36.2 An obligation or liability assumed by, or a right conferred on, two or more parties binds or benefits all of them jointly and each of them severally.
- 36.3 Words importing the singular include the plural and vice versa.
- 36.4 Words denoting any gender include all genders.
- 36.5 Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- 36.6 Headings are for convenience only and do not affect the interpretation.
- 36.7 The word person includes an individual, any executor, administrator or successor in law of that person and a corporation, an authority, an association or a joint venture (whether or not it is incorporated), a partnership and a trust.
- 36.8 The terms corporation, subsidiary, holding company and related body corporate have the same meanings as in the *Corporations Act 2001* (Cth).
- 36.9 The word "includes" in any form is not a word of limitation.
- 36.10 A reference to any legislation or to any provision of any legislation includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules, and statutory instruments issued under it.
- 36.11 A reference to a special condition, schedule or annexure is a reference to a special condition of, or schedule or annexure to, this Contract and a reference to this Contract includes all schedules and annexures.

General Conditions

Part 2 being Form 2 prescribed by the former *Estate Agents (Contracts) Regulations* 2008

1. ENCUMBRANCES

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

2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act* 1980.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to 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.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

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

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives—
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
 - (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if—
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDER WARRANTY INSURANCE

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

9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

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

11. PAYMENT

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

- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts 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.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

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

14. LOAN

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

15. ADJUSTMENTS

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

Transactional

16. TIME

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

17. SERVICE

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

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

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

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

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

27.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of 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.

28. DEFAULT NOT REMEDIED

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

GUARANTEE

I/We

Both of:

Being the **Sole Director / Directors** ofACN.....
(called "The Guarantor(s)") 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 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 monies 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 we have hereunto set out hands and seals

This day of 202

SIGNED SEALED AND DELIVERED)
by the said)

.....)
(print name))

In the presence of:)

.....
Director (sign)

Witness:

SIGNED SEALED AND DELIVERED)
by the said)

.....)
(print name))

In the presence of:)

.....
Director (sign)

Witness:

VENDORS SECTION 32 STATEMENT

Vendor: SKEDIO DEVELOPMENT GROUP PTY LTD

Property: 52 THE BOULEVARD, THOMASTOWN VIC 3074

HOME CONVEYANCING RESERVOIR PTY LTD

288 Broadway, Reservoir VIC 3073

Phone: 9460 9400

**VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE
AS REQUIRED BY SECTION 32 OF THE SALE OF LAND ACT 1962 ("the Act")**

Vendor: SKEDIO DEVELOPMENT GROUP PTY LTD

Property: 52 THE BOULEVARD, THOMASTOWN VIC 3074

1. FINANCIAL MATTERS IN RESPECT OF THE LAND

Information concerning the amount of Rates, Taxes, Charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest):

- 1.1 Are contained in the attached certificate/s.
Are as follows:

Authority

1. City Of Whittlesea
2. Yarra Valley Water
3. State Revenue Office land tax, if applicable.

Land Tax may be applicable if land exceeds \$50,000.00 or a change of use occurs. The Purchaser will remain liable for any adjusted increase if a new assessment is issued. Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:

- a. The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows: NIL

2. INSURANCE DETAILS IN RESPECT OF THE LAND

- 2.1 If the contract provides that the land does not remain at the vendor's risk before the purchaser is entitled to possession or receipt of rents and profits:

- No such insurance has been effected.

- 2.2 If there is a residence on the land which was constructed within the preceding 6 years and section 137B of the **Building Act 1993** applies to the residence:

- No such insurance has been effected.

3. MATTERS RELATING TO LAND USE

- 3.1 Information concerning any easement, covenant or similar restriction affecting the property, registered or unregistered, are as follows:

- a. Description:

- b. Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction are as follows: NOT TO THE VENDORS KNOWLEDGE.

3.2 This land IS NOT within a bushfire prone area within the meaning of the regulations made under the **Building Act 1993**.

3.3 There IS access to the property by road.

3.4 In the case of land to which a planning scheme applies a statement specifying—

- | | |
|---------------------------------------|------------------------------------|
| a. name of the planning scheme: | City Of Whittlesea Planning Scheme |
| b. name of the responsible authority: | City Of Whittlesea |

Are contained in the attached certificate/s.

4. NOTICES MADE IN RESPECT OF LAND

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

- Is as follows: - NONE TO THE VENDORS KNOWLEDGE

4.2 Whether there are 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:

- Is as follows: - NONE TO THE VENDORS KNOWLEDGE

4.3 Particulars of any notice of intention to acquire served under section 6 of the **Land Acquisition and Compensation Act 1986**.

- Is as follows: - NONE TO THE VENDORS KNOWLEDGE

5. BUILDING PERMITS

5.1 Particulars of any building permit issued during the past seven years under the **Building Act 1993** (where the property includes a Residence):

- As contained in the copy attached document(s).

6. INFORMATION RELATING TO ANY OWNERS CORPORATION

The land is affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*.

The Owners Corporation is inactive:

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION

7.1 There IS NOT a work-in-kind agreement (within the meaning of Part 9B of the **Planning and Environment Act 1987**) –

- Is as follows: - NONE TO THE VENDORS KNOWLEDGE

8. DISCLOSURE OF NON-CONNECTED SERVICES

8.1 The following services are **NOT** connected to the land—

- a. Electricity;
- b. Gas;
- c. Telephone services.

9. EVIDENCE OF TITLE

9.1 Attached are copies of 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 and the document, or part of the document, referred to as the diagram location in the Register Search Statement 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 vendor's title to the land;
- c. If the vendor is not the registered proprietor of the land or the owner of the estate in fee simple in the land, evidence of the vendor's right or power to the sell the land;
- d. In the case of land that is subject to a subdivision—
 - (i) if the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
 - (ii) if the plan of subdivision has not yet been certified, a copy of the latest version of the plan;
- 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.

The day of this Statement is theday of20

Signed by the Vendor(s)

.....

.....

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

The day of this Acknowledgement is theday of.....20

Signed by the Purchaser(s)

.....

.....

IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:

Where the property is to be sold subject to a Mortgage that is not to be discharged by the date of possession (or receipt of rents and profits) of the property and/or sold on Terms – the Vendor must provide an additional Statement containing the particulars specified in Schedules 1 and 2 of the Act.

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the Sale of Land Act 1962.

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REGISTRATION CONFIRMATION STATEMENT

Produced: 20/09/2024 08:17:23 AM

VOLUME 12573 FOLIO 387

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 919361T.
PARENT TITLE Volume 08309 Folio 305
Created by instrument PS919361T 20/09/2024

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SKEDIO DEVELOPMENT GROUP PTY LTD of UNIT 22 797 PLENTY ROAD SOUTH
MORANG VIC
3752
PS919361T 20/09/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW640977Q 16/03/2023
WESTPAC BANKING CORPORATION

COVENANT as to part A105111
VARIATION OF COVENANT AN877659L 29/05/2017

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.

DIAGRAM LOCATION

SEE PS919361T FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
PS919361T (B)	PLAN OF SUBDIVISION	Registered 20/09/2024

Additional information:

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK
Effective from 20/09/2024

OWNERS CORPORATIONS

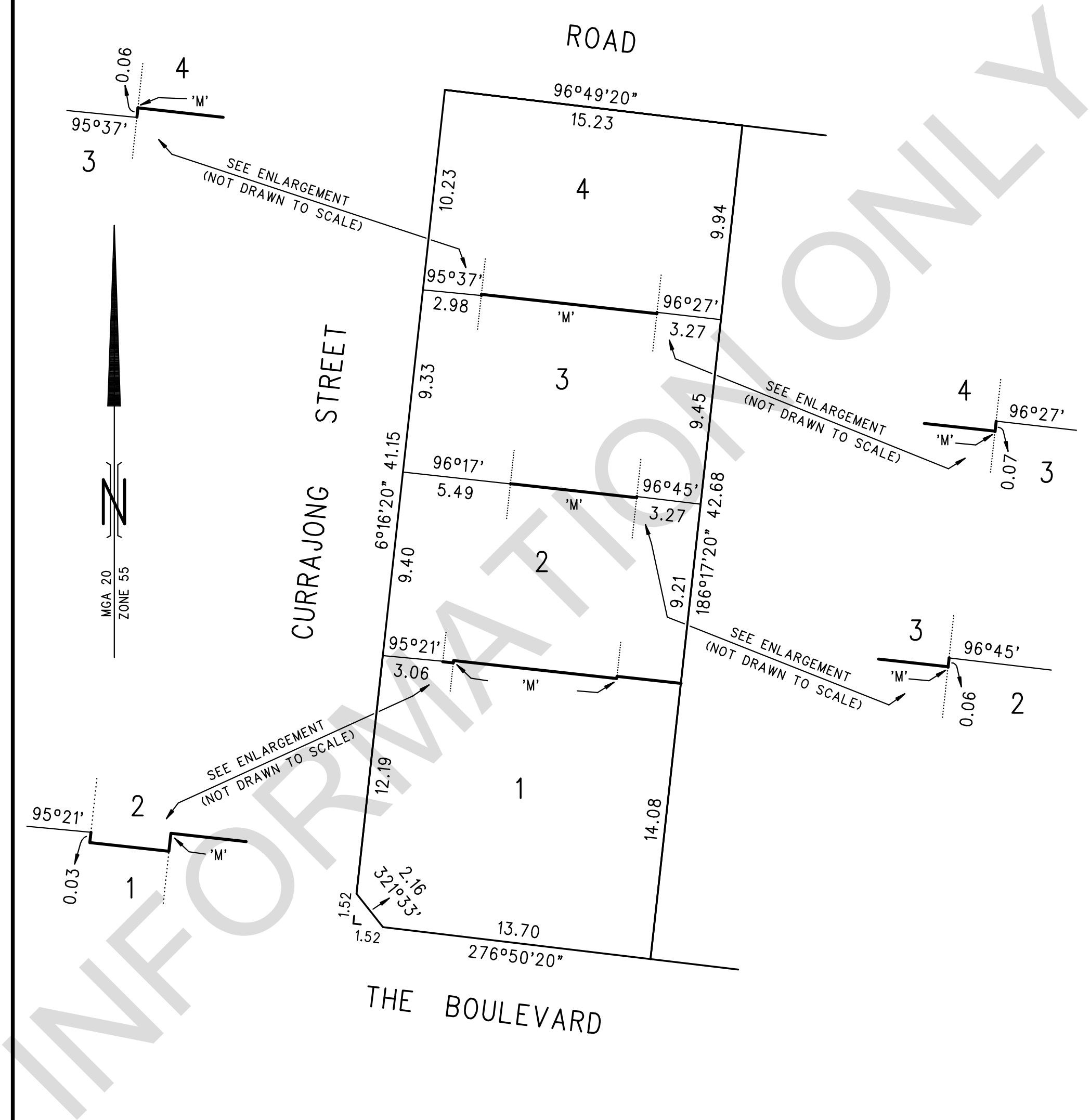
The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS919361T


DOCUMENT END

Lodgement No: 8975281
Email: LYDIA@HOMECONVEYANCING.COM.AU
Customer Code: 03910Q
Customer Name: HOME CONVEYANCING RESERVOIR PTY LTD

Secure Electronic Registries Victoria (SERV)
Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
Telephone: (03) 9102 0401 ABN: 86 627 986 396

PLAN OF SUBDIVISION			EDITION 1		PS919361T	
<div>LOCATION OF LAND</div> <div>PARISH: KEELBUNDORA</div> <div>TOWNSHIP: _____</div> <div>SECTION: _____</div> <div>CROWN ALLOTMENT: _____</div> <div>CROWN PORTION: 26 (PART)</div> <div>TITLE REFERENCE: C/T VOL.8309 FOL.305</div> <div>LAST PLAN REFERENCE: LOT 1, LP47895</div> <div>POSTAL ADDRESS: 52 THE BOULEVARD, THOMASTOWN 3074 (at time of subdivision)</div> <div>MGA20 CO-ORDINATES: E: 325 160 ZONE: 55 (of approx centre of land in plan) N: 5 828 010</div>			<div>Council Name: Whittlesea City Council</div> <div>Council Reference Number: PLN-42657 Planning Permit Reference: PLN-42657 SPEAR Reference Number: S223319E</div> <div>Certification</div> <div>This plan is certified under section 6 of the Subdivision Act 1988</div> <div>Statement of Compliance</div> <div>This is a statement of compliance issued under section 21 of the Subdivision Act 1988</div> <div>Public Open Space</div> <div>A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied</div> <div>Digitally signed by: Allison Bonanno for Whittlesea City Council on 02/09/2024</div>			
VESTING OF ROADS AND/OR RESERVES			NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON		<div>BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS</div> <div>LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN: BOUNDARIES SHOWN MARKED 'M' EXTERIOR FACE: ALL OTHER BOUNDARIES</div> <div>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF OWNERS CORPORATION(S) INCLUDING; PURPOSE, RESPONSIBILITY AND ENTITLEMENT AND LIABILITY, SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION RULES AND OWNERS CORPORATION ADDITIONAL INFORMATION</div>		
NIL		NIL				
NOTATIONS						
DEPTH LIMITATION DOES NOT APPLY						
<div>SURVEY:</div> <div>This plan is based on survey.</div> <div>STAGING:</div> <div>This is not a staged subdivision. Planning Permit No. PLN-42657</div> <div>This survey has been connected to permanent marks No(s). 522</div> <div>In Proclaimed Survey Area No.</div>						
EASEMENT INFORMATION						
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)						
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN						
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of		
LEWIS LAND SURVEYING PTY LTD CONSULTING LAND SURVEYORS UNIT 44/16 DUNSTANS COURT THOMASTOWN 3074 Ph.9462 1857		SURVEYORS FILE REF:2490 VERSION 02		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 2	
		Digitally signed by: Leighton Lewis, Licensed Surveyor, Surveyor's Plan Version (2), 02/09/2024, SPEAR Ref: S223319E				



SURVEYORS FILE REF. 2490 VERSION: 02 LEWIS LAND SURVEYING PTY LTD <i>CONSULTING LAND SURVEYORS</i> UNIT 44/16 DUNSTANS COURT THOMASTOWN 3074 Ph.9462 1857	SCALE 1:200		ORIGINAL SHEET SIZE: A3	SHEET 2
	Digitally signed by: Leighton Lewis, Licensed Surveyor, Surveyor's Plan Version (2), 02/09/2024, SPEAR Ref: S223319E		Digitally signed by: Whittlesea City Council, 02/09/2024, SPEAR Ref: S223319E	

OWNERS CORPORATION SCHEDULE

PS919361T

Owners Corporation No. 1	Plan No. PS919361T
--------------------------	--------------------

Plan No. PS919361T

Land affected by Owners Corporation:	All of the lots in the table below
--------------------------------------	------------------------------------

All of the lots in the table below

Common Property No.:

Limitations of Owners Corporation:	Unlimited
------------------------------------	-----------

Unlimited

Notations	
-----------	--

The purpose of Owners Corporation No. 1 is to manage to common services.

Totals		
	Entitlement	Liability
This schedule	100	100
Balance of existing OC	0	0
Overall Total	100	100

Lot Entitlement and Lot Liability

[illegible]

Lewis Land Surveying Pty Ltd
Unit 44, 16 Dunstons Court Thomastown VIC 3074

Surveyors file reference: 2490	
-----------------------------------	--

SHEET 1 OF 1

ORIGINAL SHEET
SIZE: A3

Digitally signed by: Leighton Lewis, Licensed Surveyor,
Surveyor's Plan Version (2),
02/09/2024, SPEAR Ref: S223319E

Digitally signed by:
Whittlesea City Council,
02/09/2024,
SPEAR Ref: S223319E



City of Whittlesea

New Street Address Allocations Information

Advice of street address and lot location of each lot on the plan.

Plan No: PS919361T
Certified: Pending
No. of Lots: 4
Council Name: Whittlesea City Council
Council Ref No: PLN-42657, PLN-42657, DA:PLN-40274; CASE: 16282
SPEAR Ref No: S223319E
Property: 52 THE BOULEVARD, THOMASTOWN VIC 3074

Lot Number	House Number	Road Name	Road Type	Locality
1	52	The Boulevard		THOMASTOWN
2	2A	Currajong	STREET	THOMASTOWN
3	2B	Currajong	STREET	THOMASTOWN
4	2C	Currajong	STREET	THOMASTOWN

The above plan was unregistered at the time that these addresses were supplied by Council. You may wish to check the final addressing data for lots on this plan in Vicmap once it is registered.

Date: 18/04/2024

LP 47895

EDITION 1

PLAN MAY BE LODGED 5 / 7 / 61

PLAN OF SUBDIVISION

PART OF CROWN PORTION 26

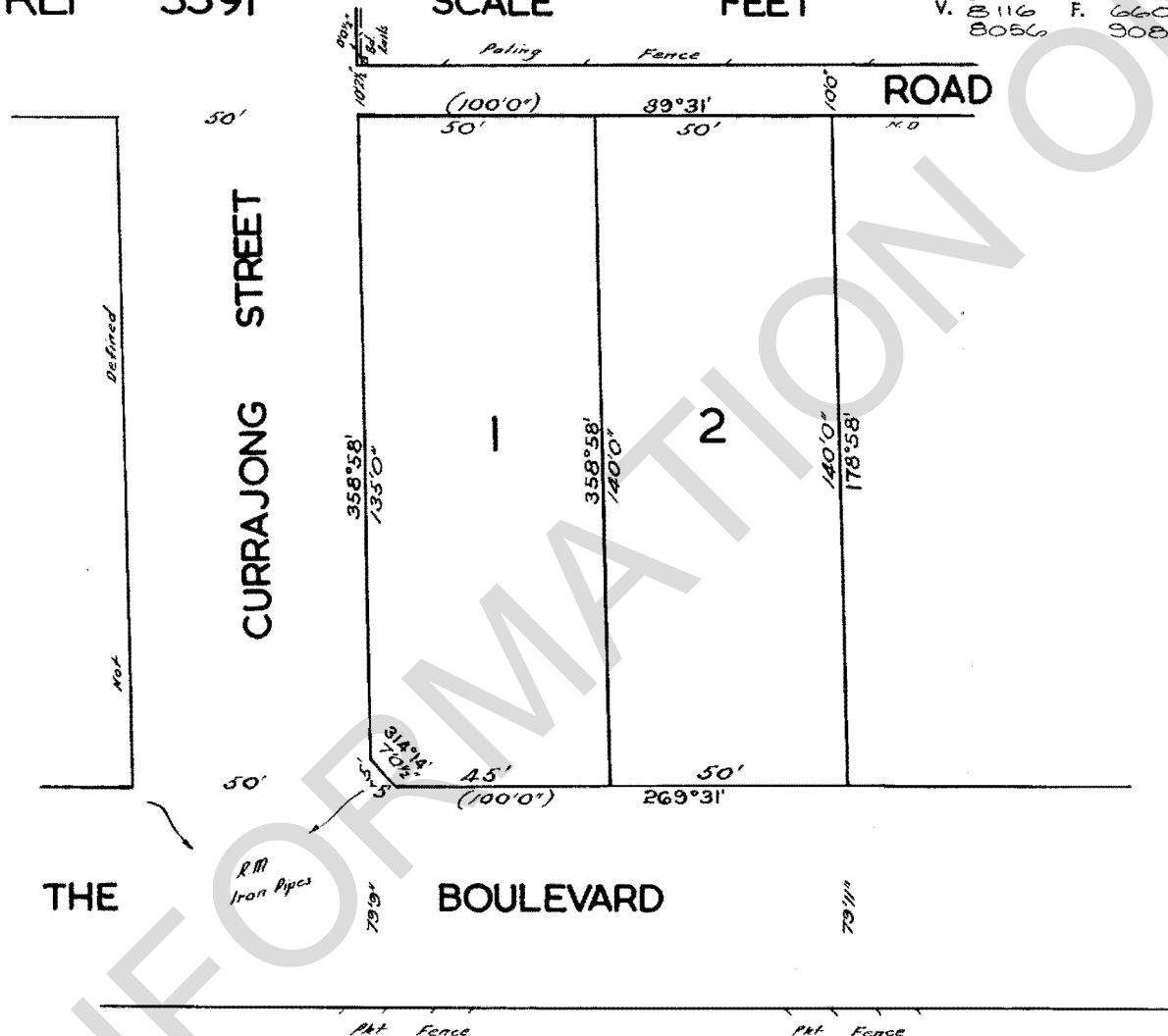
PARISH OF KEELBUNDORA

COUNTY OF BOURKE

REF 3391

SCALE FEET

V. 8100
8116
8056 F. 944
660
908



N.B.

The Boulevard is not to scale

A105111

A105111



***2-10-00 RT

02-10 6-9-6-63 JAN 27-56

PROUDFOOT & HORTON

VICTORIA

TRANSFER OF LAND

56 12929



1-10-0



8056/-881

UNDER AN AGREEMENT
TOGETHER WITH AS IN SET
ENC. A TO WHOLE,
THE RESP. COVTS. IN
TR. NO 2448 AND
TR. NO A105111

17.4-56

10/1/56

We HENRY SCOTT THE ELDER Investor and HENRY SCOTT THE YOUNGER Secretary both of 229 Collins Street Melbourne being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of ONE HUNDRED AND TWENTY-FIVE POUNDS paid to us by FANNY ANDERSON of 16 Methven Street East Brunswick Married Woman DO HEREBY TRANSFER to the said Fanny Anderson ALL our estate and interest in ALL THAT piece of land being Lot 46 on Plan of Subdivision No. 13478 lodged in the Office of Titles and being part of Crown Portion 26 Parish of Keelbundora County of Bourke and being part of the land more particularly described in Certificate of Title Volume 8056 Folio 881 AND the said FANNY ANDERSON DOES HEREBY for herself her ^{heirs} executors administrators and transferees registered proprietor or proprietors for the time being of the land hereby transferred COVENANT with the said Henry Scott the Elder and Henry Scott the Younger their executors administrators and transferees registered proprietor or proprietors for the time being of the land ^{or any part or parts thereof} comprised in the said Certificate of Title that he she or they will not at any time hereafter erect or permit to be erected on the land hereby transferred or any part thereof any building other than a shop or a dwelling or a shop and dwelling together with usual outbuildings and that in the event of the erection of only a dwelling that dwelling shall have (exclusive of outbuildings) a floor area of not less than 850 square feet AND it is requested that this covenant shall be noted in and appear on every future Certificate of Title for the said land hereby transferred or any part or parts thereof as an encumbrance affecting the same.

DATED the 23rd day of January 1956.

SIGNED by the said HENRY SCOTT THE ELDER in Victoria in the presence of: BY HIS ATTORNEY H. Scott by his attorney under Power NO 87896
HENRY SCOTT THE YOUNGER UNDER POWER OF ATTORNEY FILED IN THE OFFICE OF THE REGISTRAR GENERAL NO. 87896 IN VICTORIA IN THE PRESENCE OF:

31/1/56

10/1/56

SIGNED by the said HENRY SCOTT }
THE YOUNGER in Victoria in the }
presence of:

E.W. Nuntz

H. Scott

SIGNED by the said FANNY }
ANDERSON in Victoria in the }
presence of:

J. Anderson
16 Methuen St. E. Brunswick
Public Servant

J. Anderson

ENCUMBRANCES REFERRED TO:

As to the whole of the land hereby transferred - The Covenant
contained in Instrument of Transfer No. 2448748 in the Register
Book.

INFORMATION ONLY



DA105111-2-2

DATED 1956

H. SCOTT & ANOR.

- to -

MRS. F. ANDERSON

TRANSFER OF LAND

PROUDFOOT & HORTON
Solicitors
87 Queen Street
Melbourne.

A memorandum of the within instrument
was entered on the 27 Jan. 1956
in the Register Book Vol. 8056 Fol 881

W. H. Anderson
Assistant Registrar of Titles

Application to record release, variation or modification of covenant

Section 88(1) Transfer of Land Act 1958

AN877659L

29/05/2017 \$185.40 88V



under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

Lodged by

Name: ROSENDORFF LAWYERS

Phone: 8320 2957

Address: LEVEL 8, 11 QUEENS ROAD MELBOURNE VIC 3004

Reference:09069

Customer Code: 2864A

The applicant applies to have recorded in the Register the release variation or modification of the covenant in relation to the burdened land.

Burdened land: 52 THE BOULEVARD THOMASTOWN VIC 3074
CERTIFICATE OF TITLE VOLUME 8309 FOLIO 305

Applicant: FRANCESCO RUSCIGNO THE YOUNGER OF 13 WARREN CLOSE MILL PARK VIC 3082

Covenant: 2448748 /

Release variation or modification: RELEASE ACCORDING TO THE COURT ORDER DATED 9 MAY 2017 IN PROCEEDING NO. S CI 2016 05113. THE COURT ORDERS THAT THE COVENANT BE DISCHARGED INsofar AS IT AFFECTS LOT 1 ON PLAN OF SUBDIVISION 47895, BEING THE LAND DESCRIBED IN FOLIO OF THE REGISTER VOLUME 8309 FOLIO 305 SITUATED AT 52 THE BOULEVARD THOMASTOWN

Covenant: 2624433 /

Release variation or modification: RELEASE ACCORDING TO THE COURT ORDER DATED 9 MAY 2017 IN PROCEEDING NO. S CI 2016 05113. THE COURT ORDERS THAT THE COVENANT BE DISCHARGED INsofar AS IT AFFECTS LOT 1 ON PLAN OF SUBDIVISION 47895, BEING THE LAND DESCRIBED IN FOLIO OF THE REGISTER VOLUME 8309 FOLIO 305 SITUATED AT 52 THE BOULEVARD THOMASTOWN.

Covenant: A105111 /

Release variation or modification: MODIFICATION ACCORDING TO THE COURT ORDER DATED 9 MAY 2017 IN PROCEEDING NO. S CI 2016 05113. THE COURT ORDERS THAT THE COVENANT BE MODIFIED INsofar AS IT AFFECTS LOT 1 ON PLAN OF SUBDIVISION 47895, BEING THE LAND DESCRIBED IN FOLIO OF THE REGISTER VOLUME 8309 FOLIO 305 SITUATED AT 52 THE BOULEVARD THOMASTOWN BY DELETING THE WORDS STRUCK THROUGH AND INSERTING THE WORDS UNDERLINED AS FOLLOWS:

... WILL NOT AT ANY TIME HEREAFTER ERECT OR PERMIT TO BE ERECTED ON THE LAND HEREBY TRANSFERRED OR ANY PART THEREOF ANY BUILDING OTHER THAN A

IN THE SUPREME COURT
OF VICTORIA
AT MELBOURNE
COMMON LAW DIVISION
PROPERTY LIST

AN877659L



S CI 2016 05113

IN THE MATTER of an Application pursuant to section 84 of the *Property Law Act 1958* for the modification of a restrictive covenant

IN THE MATTER of an Application for the discharge or modification of the restrictions arising under covenants in transfers of land registered no. 2448748, no. 2624433 and no. A105111

THE APPLICATION OF:

FRANCESCO RUSCIGNO

Plaintiff

GENERAL FORM OF ORDER

JUDGE: The Hon. Associate Justice Derham

DATE MADE: 9 May 2017

ORIGINATING PROCESS: Originating Motion 15 December 2016

HOW OBTAINED: On return of the Originating Motion and further to the orders of the Honourable Associate Justice Derham made on 28 February 2017

ATTENDANCE: Mr W Rimmer of Counsel for the plaintiff



OTHER MATTERS:

- A. On 28 February 2017, the Court made orders requiring notice of this application to be given to certain landowners in the immediate vicinity of the subject land, who have the benefit of the covenant. The Court also required the plaintiff to display an enlarged copy of the notice on the subject property. Under rule 52.09(3) of the *Supreme Court (General Civil Procedure) Rules 2015* ('the Rules'), the Court declares the plaintiff has given the notice as required.
- B. The Court has had regard to the principal affidavit of the plaintiff's solicitor, Mr Brett Samuel, sworn on 14 December 2017, the affidavit of the plaintiff's town planning expert, Mr Robert Easton, sworn on 13 December 2017, Mr Easton's planning report exhibited to his affidavit, the submissions of the plaintiff's counsel and the absence of any objector today, and on that basis the Court is satisfied that the proposed modification of the restriction will not substantially injure the persons entitled to the benefit of it.
- C. This order is authenticated by the Associate Judge pursuant to Rule 60.02(1)(b) of the Rules.

AN877659L

29/05/2017 \$185.40 88V



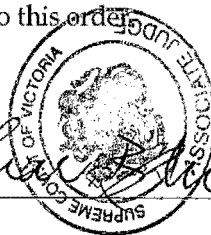
THE COURT ORDERS:

1. Pursuant to section 84(1) of the *Property Law Act 1958*, that the restrictive covenant contained in Instrument of Transfer No. 2448748, dated 15 October 1951 in the Register kept by the Registrar of Titles under the *Transfer of Land Act 1958* be discharged insofar as it affects Lot 1 on Plan of Subdivision 47895, being the land described in folio of the Register Volume 8309 Folio 305 situated at 52 The Boulevard Thomastown.
2. Pursuant to section 84(1)(c) of the *Property Law Act 1958* that the restrictive covenant contained in Instrument of Transfer No. 2624433, dated 2 February 1954 in the Register kept by the Registrar of Titles under the *Transfer of Land Act 1958* be discharged insofar as it affects Lot 1 on Plan of Subdivision 47895, being the land described in folio of the Register Volume 8309 Folio 305 situated at 52 The Boulevard Thomastown.
3. Pursuant to section 84(1) of the *Property Law Act 1958* that the restrictive covenant contained in Instrument of Transfer No. A105111, dated 23 January 1956 in the Register kept by the Registrar of Titles under the *Transfer of Land Act 1958* be discharged or modified insofar as it affects Lot 1 on Plan of Subdivision 47895, being the land described in folio of the Register Volume 8309 Folio 305 situated at 52 The Boulevard Thomastown by deleting the words struck through and inserting the words underlined as follows:

... will not at any time hereafter erect or permit to be erected on the land hereby transferred or any part thereof any building other than a shop or a dwelling or a shop and dwelling together with usual outbuildings and in the event of the erection of only a dwelling that dwelling shall have (exclusive of outbuildings) a floor area of not less than 850 square feet use the land hereby transferred for other than residential purposes. ...

4. As soon as practicable after the authentication of this order, the plaintiff shall lodge an authenticated copy with the Registrar of Titles.
5. The plaintiff has liberty to apply to the Court for any further or other orders necessary or incidental to give effect to this order.

DATE AUTHENTICATED: 9 May 2017



Derham

THE HONOURABLE ASSOCIATE JUSTICE DERHAM

~~SHOP OR A DWELLING OR A SHOP AND DWELLING TOGETHER WITH USUAL
OUTBUILDINGS AND IN THE EVENT OF THE ERECTION OF ONLY A DWELLING THAT
DWELLING SHALL HAVE (EXCLUSIVE OF OUTBUILDINGS) A FLOOR AREA OF NOT LESS
THAN 850 SQUARE FEET~~ USE THE LAND HEREBY TRANSFERRED FOR OTHER THAN
RESIDENTIAL PURPOSES.

Date: 27 MAY 2017

Brett Anthony Samuel
LEVEL 8, 11 QUEENS ROAD
MELBOURNE VICTORIA 3004
An Australian Legal Practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)



Signature of Australian Legal Practitioner
under the *Legal Profession Uniform Law (Victoria)* for applicant

AN877659L



PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 05 August 2024 01:57 PM

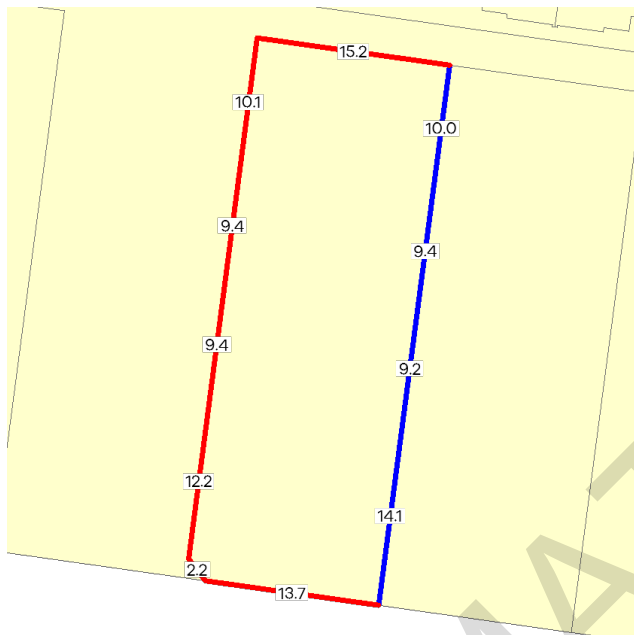
PROPERTY DETAILS

Address: **52 THE BOULEVARD THOMASTOWN 3074**
Lot and Plan Number: **Lot 1 LP47895**
Standard Parcel Identifier (SPI): **1\LP47895**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **164749**
Directory Reference: **Melway 8 K7**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 649 sq. m

Perimeter: 115 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **THOMASTOWN**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

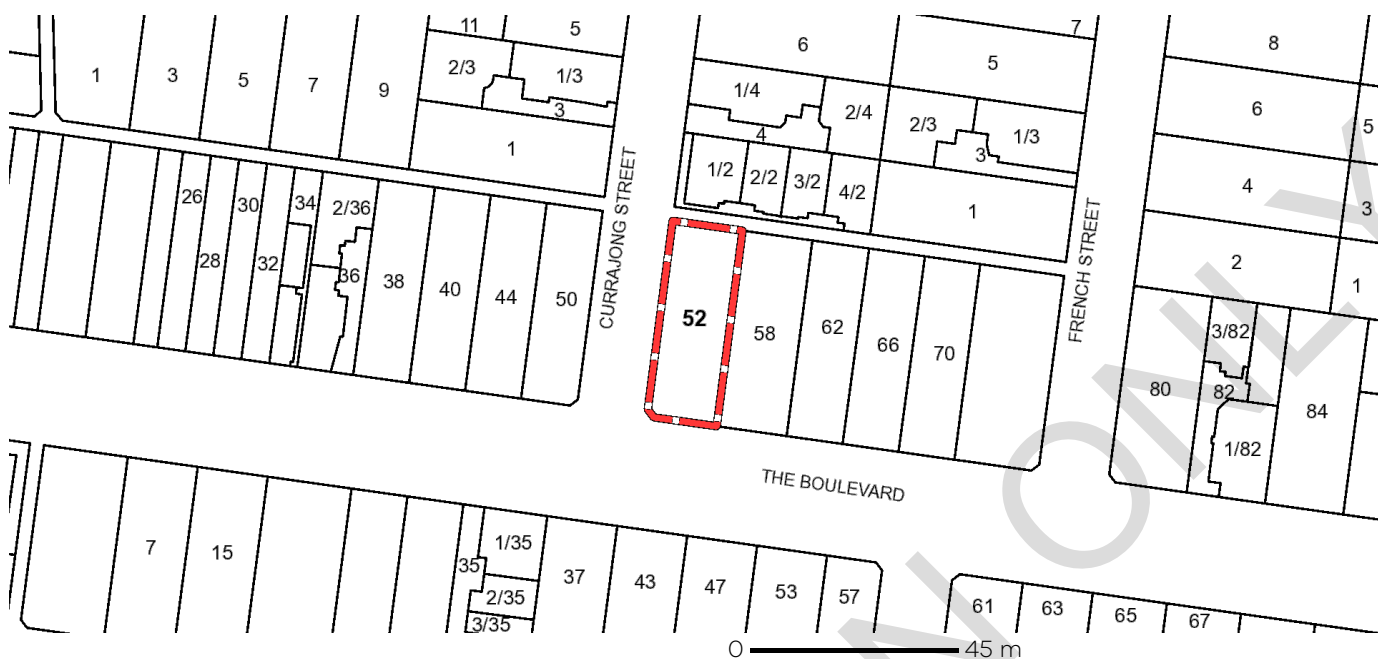
Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

PROPERTY REPORT



Energy,
Environment
and Climate Action

Area Map



Selected Property

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 05 August 2024 01:58 PM

PROPERTY DETAILS

Address: **52 THE BOULEVARD THOMASTOWN 3074**
Lot and Plan Number: **Lot 1 LP47895**
Standard Parcel Identifier (SPI): **1\LP47895**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **164749**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 8 K7**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **THOMASTOWN**

OTHER

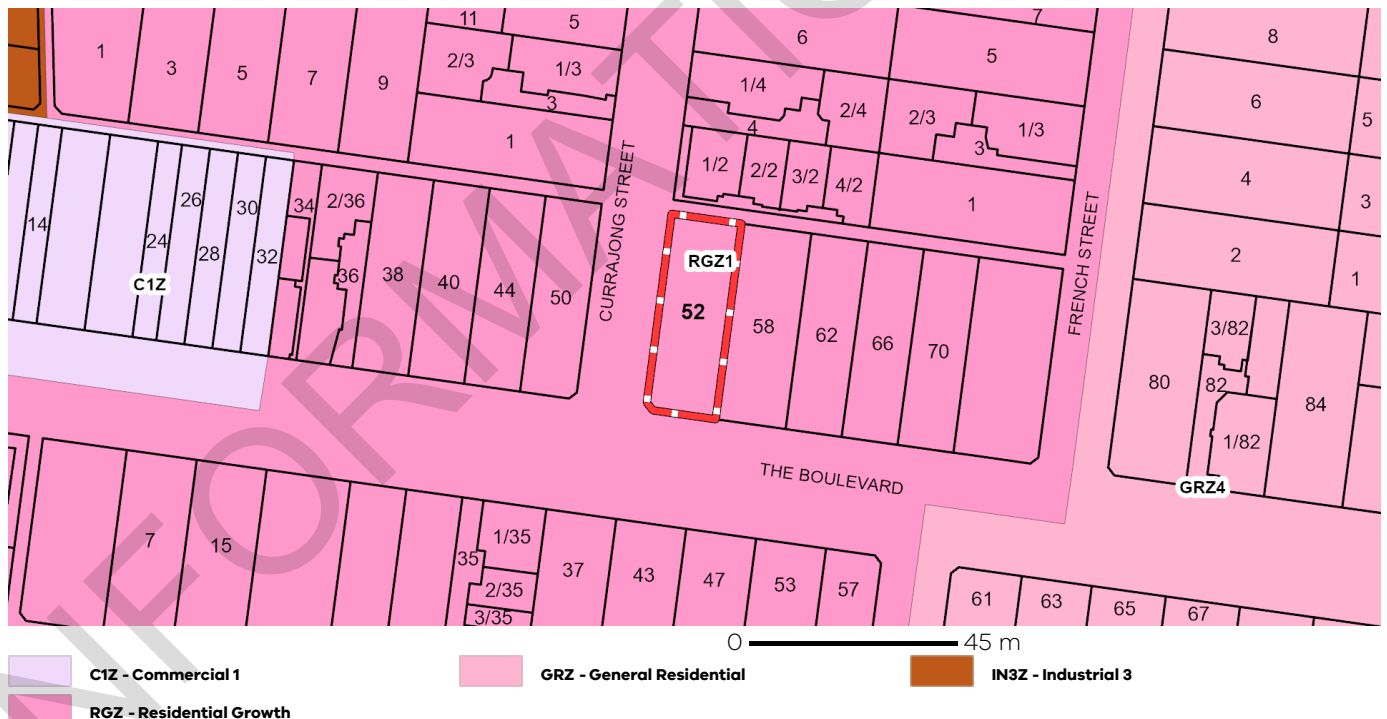
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[RESIDENTIAL GROWTH ZONE \(RGZ\)](#)

[RESIDENTIAL GROWTH ZONE - SCHEDULE 1 \(RGZ1\)](#)



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

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

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

VICTORIA
State Government

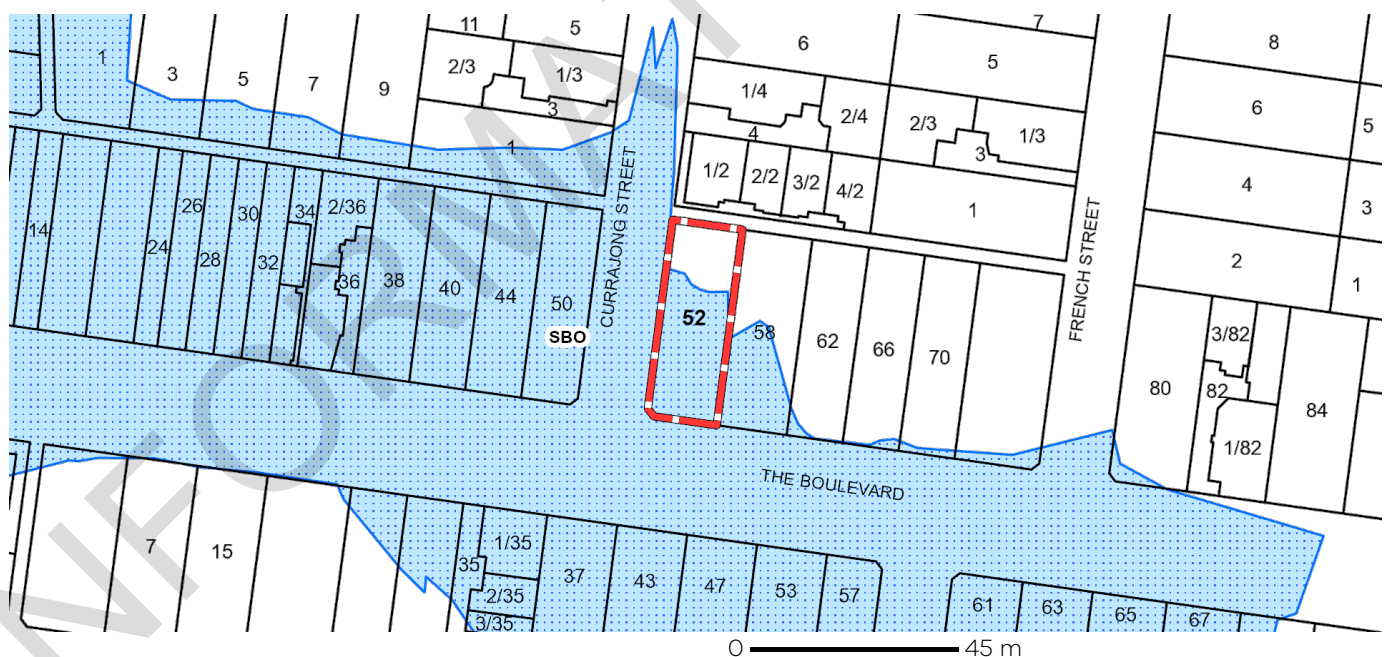
Environment,
Land, Water
and Planning

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3)



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

SPECIAL BUILDING OVERLAY SCHEDULE (SBO)



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

Further Planning Information

Planning scheme data last updated on 2 August 2024.

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

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

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

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

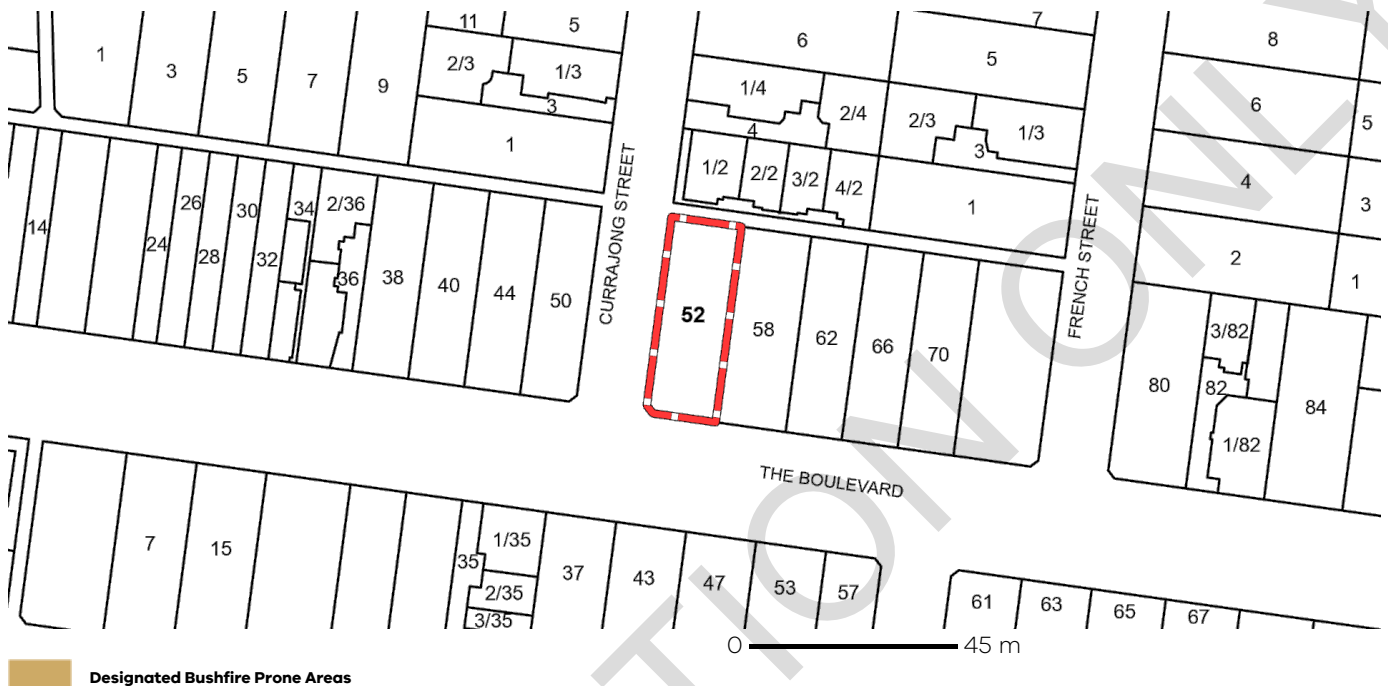
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

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

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



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

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

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

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

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

Native Vegetation

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

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

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

Date of issue
04/07/2024

Assessment No.
164749

Certificate No.
162232

Your reference
25944 SKEDIO DEV.

Home Conveyancing Reservoir Pty Ltd
PO Box 458
RESERVOIR VIC 3073

Land information certificate for the rating year ending 30 June 2025

Property location: 52 The Boulevard THOMASTOWN 3074

Description: LOT: 1 LP: 47895

AVPCC: 102.2 Subdivisional Land (Multi Lot)

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$725,000	\$725,000	\$36,250

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

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2024 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2024	\$1,697.80
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$63.08
Waste Landfill Levy Res/Rural levied on 01/07/2024	\$14.20
Arrears to 30/06/2024	\$0.00
Interest to 29/06/2024	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00
Balance of rates & charges due:	\$1,907.08

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$1,907.08
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Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

ABN 72 431 091 058

whittlesea.vic.gov.au

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

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

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

3. Notices and orders:

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

No Orders applicable.

4. Specified flood level:

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

5. Special notes:

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

Interest penalty on late payments

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

6. Other information:



Authorising Officer

This property may be subject to a supplementary valuation.

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

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

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 164749



Phone 1300 301 185
Ref 164749



Biller Code 5157
Ref 164749

5th August 2024

LYDIA MARIC
HOME CONVEYANCING RESERVOIR

Dear LYDIA MARIC,

RE: Application for Water Information Statement

Property Address:	52 THE BOULEVARD THOMASTOWN 3074
Applicant	LYDIA MARIC HOME CONVEYANCING RESERVOIR
Information Statement	30872548
Conveyancing Account Number	4859580000
Your Reference	25944 SKEDIO DEVELOPMENT GROUP

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

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

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	52 THE BOULEVARD THOMASTOWN 3074
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection opening.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

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

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

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

Melbourne Water Property Information Statement

Property Address	52 THE BOULEVARD THOMASTOWN 3074
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STATEMENT UNDER SECTION 158 WATER ACT 1989

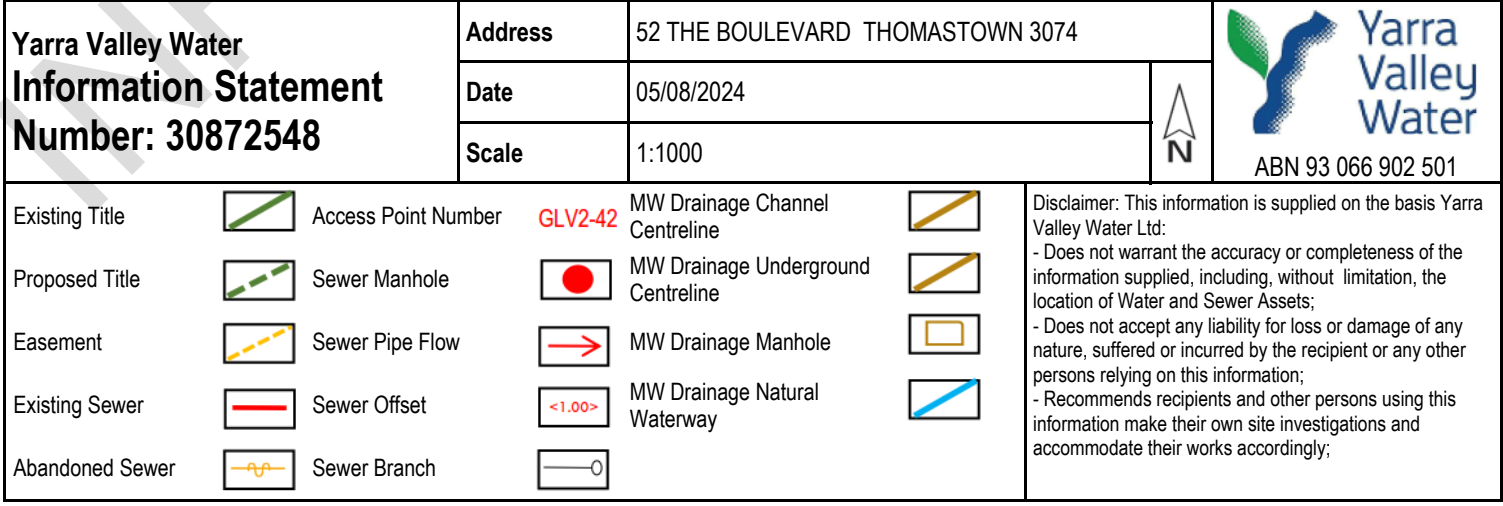
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground drain/open drain, this property will be affected by overland flows. The estimated flood level for this property that has a probability of 1% in any one year is RL108.2 metres to Australian Height Datum (AHD). A licensed surveyor should be engaged to determine the exact effect of the applicable flood level on the property. For any further information contact Melbourne Water on 9679 7517

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

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

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



3rd November 2023

Application ID: 602665

CONDITIONS OF CONNECTION

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

Approval Detail

Water

Required Services

Product	Qty
Std 20mm DW Meter & Installation (incl meter w/lock)	3
20mm Connection - Drinking Water	3

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Sewer Connection	433982

Multiple Lots

Number of Lots	4
----------------	---

Specific conditions affecting encumbrances on property:

Private Main
Build Over Easement

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 existing service is to be disconnected and the main plugged. The meter must be returned to Yarra Valley Water. Please make sure the meter is available for our contractor to collect at the time of

disconnection. If the meter is not available for collection, the tapping may be cancelled and a rebooking fee will apply. Please note: if the plugging is for a new estate connection that has not been metered yet, there is no requirement to return the meter(s).

Water supply(s) services that are to be removed are listed in the Conditions of Connection. In a mandated recycled water area the recycled water service(s) must also be removed and are referenced in the same table.

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

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

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 Waters 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 Waters plumbing contractor can be contacted on 1300 735 328

The plumber is required to tag all risers (meters) and the corresponding unit with the relevant unit number in order to allow tap audits to be carried out by Yarra Valley Water's contractor.

Whether you have elected your plumber or Yarra Valley Water to carry out the excavation, please contact Yarra Valley Waters Plumbing Contractor Mondo on 1300 735 328 to schedule a date and time. Prior to our Plumbing Contractor attending on site to carry out the scheduled work you will be required to clearly mark your preferred location for the service. If the preferred location is not marked, the work will not be undertaken and you will incur a wasted site visit fee. Please note; bookings can take up to three (3) business days to generate after payment is made.

Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 735 328. If you cancel or reschedule a booking within 24 hours of the scheduled date / time a wasted site visit fee will apply. If you wish to cancel the booking you will need to contact Yarra Valley Water (if applicable), to seek a refund. A cancellation fee may apply.

METER ASSEMBLIES & POSITIONING

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

Water meter assemblies:

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

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

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

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

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water website (www.yvw.com.au) 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.

Meter assemblies must adhere to Yarra Valley Water's metering technical drawings which can be found at www.yvw.com.au/help-advice/develop-build/plumbers/water-metering-and-servicing

The installation of pumps on any water service to boost pressure or fill storage tanks directly from a water main is prohibited. Pumps may only be installed on the outlets of storage tanks filled under mains pressure.

SEWER

Where a proposed development is to be constructed boundary to boundary and there is no compliant location for a sewer connection point within the property, Yarra Valley Water (YVW) approves the connection point of the YVW sewer to be located in a road reserve outside the property and raised to surface with an appropriate approved cover. The sewer connection point must meet the required clearances from proposed structures as per the Build Over Easement Guidelines. Approval may be required for private plumbing located in road reserves by Council or VicRoads. Any unused sewer connection points at the site must be cut and sealed by a YVW accredited live sewer contractor.

Properties being developed that are serviced by a combined drain shared with adjoining properties will require sewer works. Yarra Valley Water's development policy does not permit additional lots to

connect to an existing combined drain. The developer must provide separate sewer connection points. This may require either the construction of new sewer connections or a sewer extension which will be at the developer's expense.

If this combined drain development requirement is not met a statement of compliance will not be issued to Council.

Ownership boundaries for the sewer connection point can be found at <https://www.yvw.com.au/faults-works/responsibilities/repair-responsibilities>

Following the completion of a new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water easyACCESS@yvw.com.au. Photographs of plans are not acceptable.

The existing sewer branch that is to service the proposed development must meet the requirements stated in WSA 02—2014-3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4.

If the existing sewer branch does not comply with these requirements, you will need to undertake additional sewer works which may include a sewer main extension, requiring lodgement of a new application and payment of additional fees.

Note for subdivisional developments where the sewer branch does not comply with these requirements, a statement of compliance will not be issued to Council until corrective action is undertaken and satisfactorily completed.

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

CONDITIONS OF CONSENT

The following conditions are subject to Sections 136, 268, 269 and 270 of the Water Act 1989 covering conditions of subdivision, new connections and contributions for works.

CONDITIONS RELATING TO NEW CONNECTIONS / COMPLETION OF WORKS / ISSUE OF CONSENT

Approval is subject to the applicant applying for Build Over Easement conditions under Section 148 of the Water Act 1989 prior to works being commenced or subdivision being approved. This requirement and subsequent build over easement conditions will be recorded as an encumbrance against the property. This consent binds the owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

Yarra Valley Water mandates the inclusion of Civil Drawings (Storm Water plans) in all subdivision applications, failure to include these drawings may result in potential delays in processing. Should the Civil Drawings not be compliant when provided, the Statement of compliance will not be released, and you will be required to meet compliance.

This condition must be met before a Statement of Compliance can be issued.

All developments within our licensed area are subject to the payment of New Customer Contributions as set by the Essential Services Commission. These contributions are necessary as the development work you will be completing places increased demand on our hydraulic services. These funds are then used to further develop the network to meet the needs of the growing urban community. The fees for your development are detailed in the invoice/statement. Further details can be found by visiting the Essential Services Commission website at www.esc.vic.gov.au.

The New Customer Contribution fees remain valid for 90 days from the date of this letter and are based on the information provided in your application. Further fees may be imposed if it is found that this development involves works other than declared on your application. If there are changes to the details supplied or if the approval period expires, revised conditions of connection and additional fees will be applicable. If this occurs it will be necessary to resubmit a new application.

NOTE: These fees are for the creation of additional lots only and do not include any other works or products which may be required as a result of the development being carried out.

SUBDIVISIONAL CONDITIONS

We advise that should this development proceed to subdivision the plan of subdivision must include an Owners Corporation schedule. Should an Owners Corporation schedule not form part of the plan of subdivision, extensions to our sewer and water mains may be necessary, requiring the lodgement of a new application and payment of additional fees.

Water and sewerage services are required to be extended to each individual lot within the development. The extended sewerage property service drain must adequately control all lots via gravity.

Easements must be created over any existing or proposed Yarra Valley Water assets. Your surveyor will need to ensure that these easements are included on any plan of subdivision.

An encumbrance will be placed on lots in this subdivision advising prospective purchasers that the properties are serviced by shared sewer and/or water connections.

Yarra Valley Water will be unable to give consent to council to issue a Statement of Compliance until fees have been paid and all other conditions have been met.

INFORMATION ONLY

LYDIA MARIC
HOME CONVEYANCING RESERVOIR
office6@homeconveyancing.com.au

RATES CERTIFICATE

Account No: 0749681908
Rate Certificate No: 30872548

Date of Issue: 05/08/2024
Your Ref: 25944 SKEDIO DEVELOPMENT
GROUP

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
52 THE BOULEVARD, THOMASTOWN VIC 3074	1\LP47895	1226632	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2024 to 30-09-2024	\$20.86	\$20.86
Residential Water and Sewer Usage Charge <i>Step 1 – 4.000000kL x \$3.34380000 = \$9.07</i> <i>Step 1 – 0.000000kL x \$3.43420000 = \$4.43</i> Estimated Average Daily Usage \$0.15	30-04-2024 to 29-07-2024	\$13.50	\$13.50
Residential Sewer Service Charge	01-07-2024 to 30-09-2024	\$119.50	\$119.50
Parks Fee	01-07-2024 to 30-09-2024	\$21.98	\$21.98
Drainage Fee	01-07-2024 to 30-09-2024	\$30.77	\$30.77
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			\$206.61


GENERAL MANAGER
RETAIL SERVICES

Note:

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

payable to the end of the current financial quarter.

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

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

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

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

8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.

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

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

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

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

Property No: 1226632

Address: 52 THE BOULEVARD, THOMASTOWN VIC 3074

Water Information Statement Number: 30872548

HOW TO PAY



Bill Code: 314567
Ref: 07496819088

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

12th October 2023

Steve Demir
care of
sevbuild@gmail.com

Dear Steve Demir,

APPLICATION FOR BUILD OVER CONDITIONS

Application ID	604388
Property Address	52 THE BOULEVARD THOMASTOWN 3074
Service Location ID	1226632

Thank you for your recent application. Based on the information supplied to Yarra Valley Water the proposed development **may proceed subject to the following conditions.**

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

Build Over Condition Summary *

Brick Garages & Brick Carports Greater than 10 square metres
<ul style="list-style-type: none"> cannot build over the sewer branch servicing an adjoining property or multiple lots and 600mm horizontal clearance is required
Carports & Sheds that are less than 10 square metres
<ul style="list-style-type: none"> cannot build over the sewer branch servicing an adjoining property or multiple lots and 600mm horizontal clearance is required
Any Above Ground Water Tanks (Must be Lightweight and maximum capacity of 5,000 Litres)
<ul style="list-style-type: none"> cannot build over any sewer branch and 600mm horizontal clearance is required

* Build Over Condition Summary is to be read in conjunction with the conditions applicable to this application.

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

If you have any enquiries, please email us at easyaccess@yvw.com.au or for further information visit <http://www.yvw.com.au/help-advice/develop-build>. Alternatively you can contact us on 1300 651 511.

Yours sincerely,

A handwritten signature in cursive script that reads "Joe Gargaro".

Joe Gargaro

Divisional Manager, Development Services

INFORMATION ONLY

SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:

For any heavyweight garages, carports and sheds greater than 10 square metres that have a property connection branch servicing an adjoining property or multiple lots, the following apply:

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

For any garages, carports and sheds that are less than 10 square metres in the vicinity of a property connection branch servicing an adjoining property or multiple lots, the following apply:

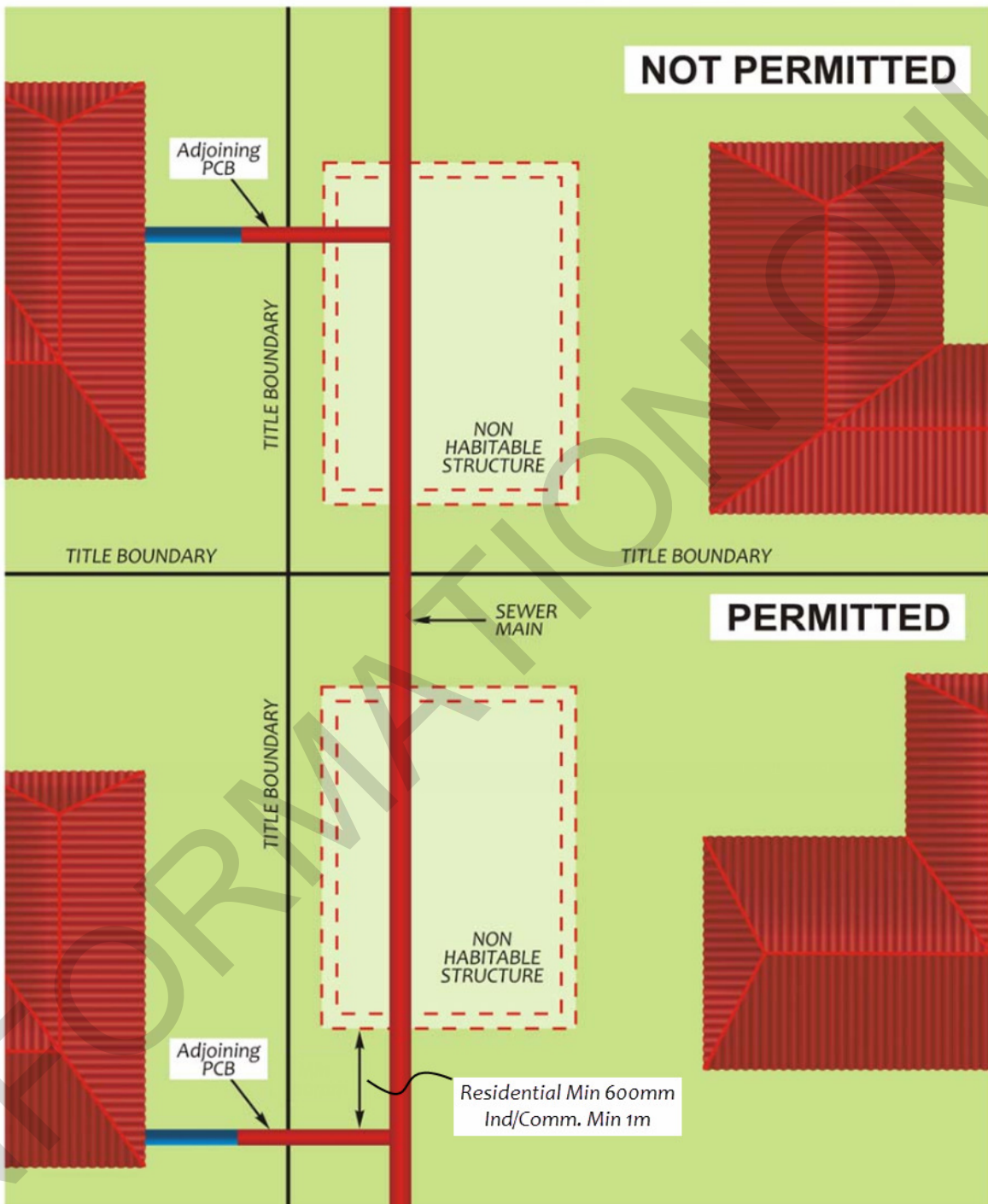
1. Refer to the attached plan 'A' for this structure.
2. The proposed structure cannot be built over the sewer asset. A minimum 600 mm horizontal clearance between the proposed works/ foundation and the property connection branch.
3. Driven Piles are not permitted.
4. Pad footings/ foundations are permitted.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

For any above ground water tanks (must be lightweight and maximum capacity of 5,000 Litres) in the vicinity of a property connection branch servicing an adjoining property or multiple lots, the following apply:

1. Refer to attached plan 'A' for this structure.
2. The proposed structure cannot be built over the sewer asset. A minimum 600 mm horizontal clearance between the proposed works/ foundation and the property connection branch.
3. Must be supported on the existing ground or plan concrete only.

ADJOINING PROPERTY CONNECTION BRANCH

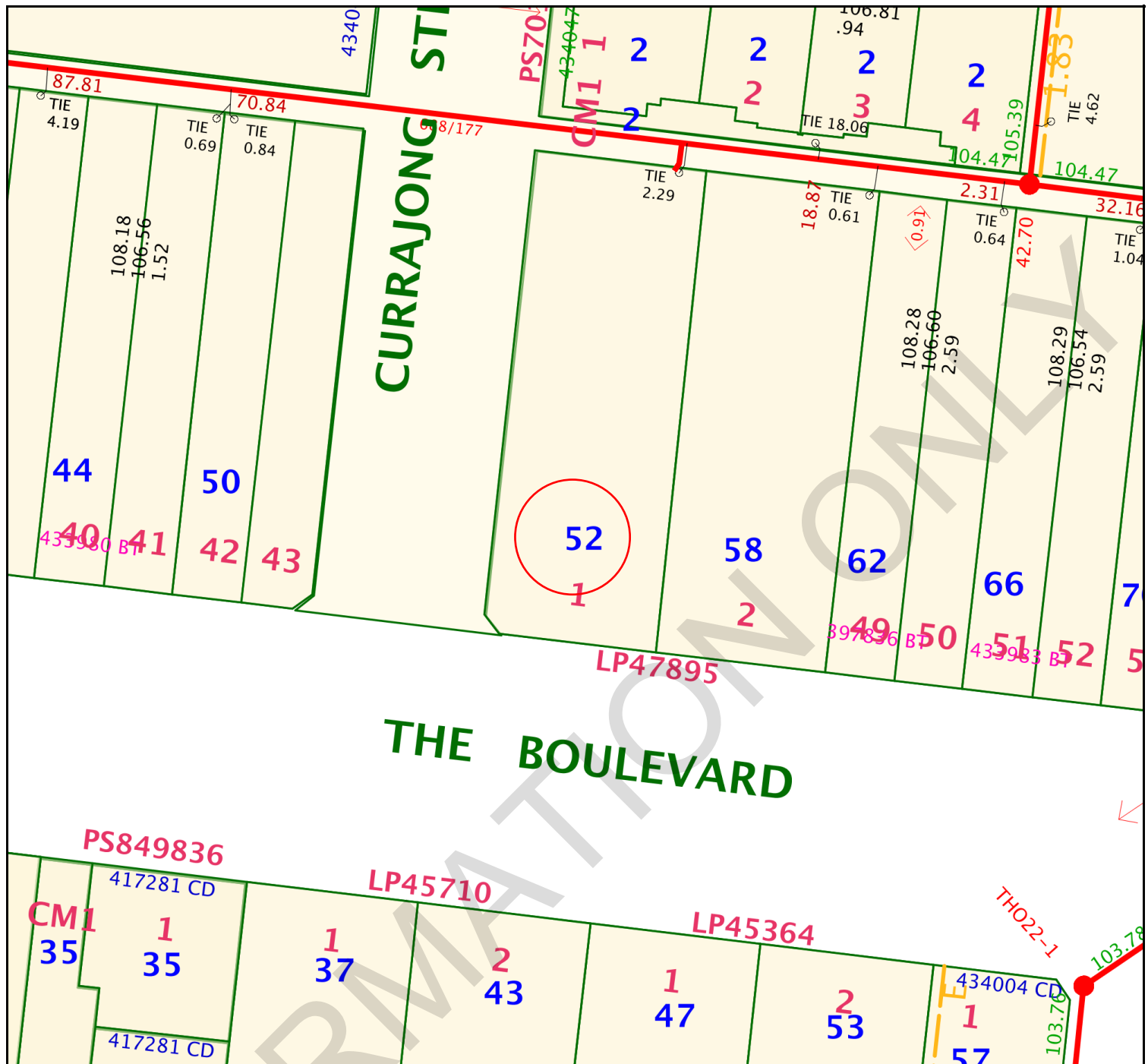
ADJOINING PROPERTY CONNECTION BRANCH



Red line: Sewer Mains - Relevant Water Authority Responsibility

Blue line: Internal Property Drains - Owners Responsibility

PCB Property Connection Branch



Yarra Valley Water Sewer Branch Asset Map

Address 52 THE BOULEVARD THOMASTOWN 3074

Date 12/10/2023

Scale 1:500



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

ABN 93 066 902 501

Existing Title		Access Point Number	GLV2-42
Proposed Title		Circular Manhole	
Sewer Branch		Gas Check Manhole	
Existing Sewer		Inspection Shaft	
Sewer Pipe Flow		Pipe Junction	
Sewer Offset		Maintenance Shaft	
Abandoned Sewer		Maintenance Chamber	
Long Branch Reducer		End of Pipe	

Abbreviation Pipe Material

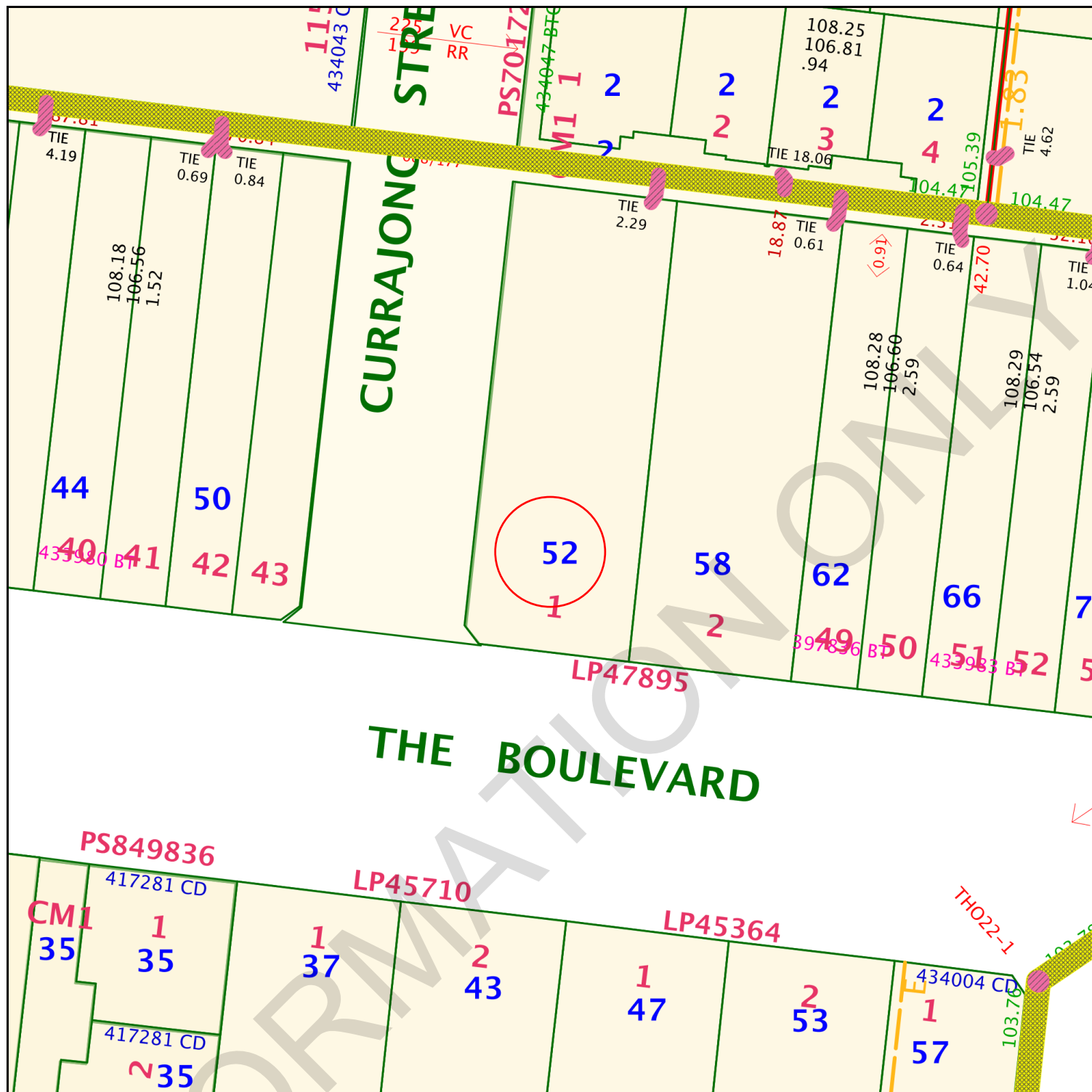
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Branch Size: 100
Branch Material: UNK
Branch Depth (m): 1.84
Branch Length (m): 2.54

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

YVW Ref: 1226632



Yarra Valley Water

Build Over Plan Reference: Plan A

General Structures

Address 52 THE BOULEVARD THOMASTOWN 3074

Date 12/10/2023

Scale 1:500



ABN 93 066 902 501

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

Yarra Valley Water Application ID: 604388

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area		Your property's identification on the plan.
Orange line		Boundary of easement.
Red shaded area		Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area		Assets and area that cannot be built over.
Green highlighted assets		Asset or easement that can be built over subject to conditions specified.

CONDITIONS APPLICABLE TO THIS APPLICATION:

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

Standard conditions:

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

8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.
9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works. YVW will not repair or reinstate the Owner's Works.
10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.
11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.
12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.
13. Our imposition of conditions does not affect the rights of any other parties over the area in question.
14. If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.
15. Multi-unit and single residential, industrial/commercial developments must meet the requirements stated in WSA 02—3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4. This may require a sewer branch connection from an existing maintenance structure or a new maintenance structure.

If a new maintenance structure is required you must apply for conditions at Yarra Valley Water, details are available on the Yarra Valley Water website [easyACCESS Land Development Hub](#).

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

RESPONSIBILITY OF SEWER CONNECTION POINTS

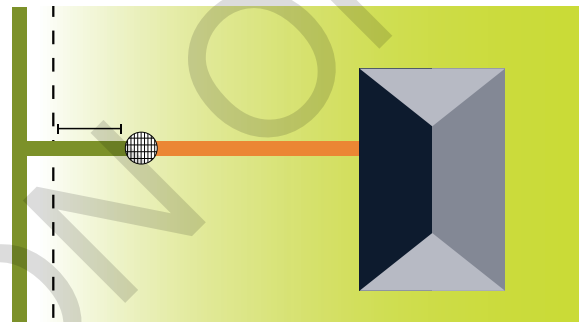


Yarra Valley Water's (YVW) responsibility of the sewer connection point is dependent on the location of the sewer main and the first Inspection Opening (I.O), which may be above or below ground. YVW and property owner responsibilities for the sewer connection points are outlined below.

STAND ALONE RESIDENCE

Sewer connection point where the sewer main is **outside** the property.

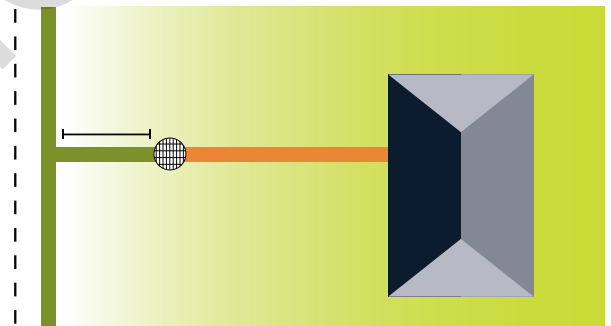
YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



STAND ALONE RESIDENCE

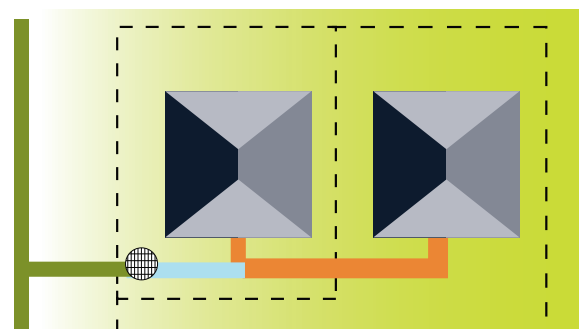
Sewer connection point where the sewer main is **inside** the property.

YVW responsibility ends at the I.O. or up to 1 metre from the sewer main (whichever is less).



COMBINED PRIVATE PLUMBING (UNITS, NEIGHBORING PROPERTIES)

YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



KEY

Property owner responsibility

Combined property owner responsibility

YVW responsibility

Boundary of property

Inspection opening
(may be below ground
or at surface level)



Building / structure

YVW.COM.AU EMAIL: ENQUIRY@YVW.COM.AU

GENERAL ENQUIRIES: 1300 304 688 EMERGENCIES & FAULTS: 13 2762 LANGUAGE ASSISTANCE: 1300 976 224

Yarra Valley Water, Lucknow Street, Mitcham. Private Bag 1, Mitcham Victoria 3132

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006 – Section 151

Owners Corporations Regulations 2007 – Regulations 11 & 12

Under Section 151(3) of the Act, the Owners Corporation must issue an Owners Corporation certificate within ten (10) business days after it receives an application.

Reference No. 25944

This Certificate is issued for:

Owners Corporation Plan No. 919361T

Property located at:

LOTS 1 -4, 52 THE BOULEVARD, THOMASTOWN VIC 3074

Under *Owners Corporations Regulations 2007 – Regulation 11 – Prescribed information for the purposes of section 151(4)(a) of the *Owners Corporation Act*, all of which must be included in this Owners Corporation Certificate is:*

1. The current fees for the lot for each quarter or annually or other period, are: NIL
2. The date up to which the fees for the lot have been paid, is: NOT APPLICABLE
3. The total of any unpaid fees or charges for the lot, is: NIL
4. Any special fees or levies which have been struck, and the dates on which they were struck and are payable, are: NIL
5. Any repairs, maintenance or other work which has been or is about to be performed which may incur additional charges to those set out in paragraphs (a) to (d), is: NIL
6. In relation to the Owners Corporation's insurance cover—
 - a. the name of the company :
 - b. the number of the policy : NIL AS OWNERS CORPORATION
 - c. the kind of policy : IS INACTIVE
 - d. the buildings covered:
 - e. the building amount:
 - f. the public liability amount:
 - g. the renewal date:
7. If the Owners Corporation has resolved that the members may arrange their own insurance under section 63 of the Act, the date of this resolution, is: YES AS OWNERS CORPORATION IS LIMITED AND THERE IS NO COMMON PROPERTY.
8. The total funds held by the Owners Corporation, is: N/A
9. Whether the Owners Corporation has any liabilities (in addition to any such liabilities specified in paragraphs (a) to (d)) and, if so, the details of those liabilities: N/A

10. Details of any current contracts, leases, licences or agreements affecting the common property: NIL
11. Details of any current agreements to provide services to lot owners, occupiers or the public: NIL
12. Details of any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied: NIL
13. Details of any legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings: NIL
14. Whether the Owners Corporation has appointed, or has resolved to appoint, a manager and, if so, the name and address of the manager: NIL
15. Whether an administrator has been appointed for the Owners Corporation, or whether there has been a proposal for the appointment of an administrator: NIL
16. The minutes of the most recent annual general meeting of the Owners Corporation.

NO MEETING HAS BEEN HELD

Under the Owners Corporations Act 2006 – Section 151(b), the following documents must accompany this Owners Corporation Certificate:

17. Documents to attached with this Owners Corporation Certificate:
 - a. A copy of the rules, or, if the rules have been amended the consolidated rules of the owners corporation as recorded on the Register;
 - b. A statement in the prescribed form providing advice and information to prospective purchasers and lot owners; and

A statement in the prescribed form required by section 17(b) is included

- c. A copy of all resolutions made at the last annual general meeting of the owners;
- d. A copy of all resolutions made at the last annual general meeting of the owners corporation; THERE ARE NONE;
- e. Any other documents of a prescribed kind; and
- f. A statement advising that further information on prescribed matters can be obtained by inspection of the owners corporation register.

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

Under Owners Corporations Regulations 2007, Regulation 12, the Prescribed Statement set out below, for the purposes of section 151(4)(b)(ii) of the Act, is to accompany the owners corporation certificate. The Prescribed Statement is:

What is an Owners Corporation?

The lot you are considering buying is part of an Owners Corporation. Whenever a plan of subdivision creates common property, an Owners Corporation is responsible for managing the common property. A purchaser of a lot that is part of an Owners Corporation automatically becomes a member of the Owners Corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an Owners Corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the Owners Corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an Owners Corporation?

As an owner you will be required to make financial contributions to the Owners Corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners Corporation rules

The Owners Corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an Owners Corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular Owners Corporation you are buying into you can inspect that Owners Corporation's information register.

Management of an Owners Corporation

An Owners Corporation may be self-managed by the lot owners or professionally managed by an Owners Corporation manager. If an Owners Corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

MODEL RULES FOR AN OWNERS CORPORATION

1 HEALTH, SAFETY & SECURITY

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

- (1) Except with the approval in writing of the Owners Corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2 MANAGEMENT & ADMINISTRATION

2.1 Metering of services and apportionment of costs of services

- (1) The Owners Corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
 - (a) must be claimed by the lot owner or occupier and the Owners Corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

3 USE OF COMMON PROPERTY

3.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

- (2) An owner or occupier of a lot must not, without the written approval of the Owners Corporation, use for his or her own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

3.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the Owners Corporation.

3.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the Owners Corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the Owners Corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

4 LOTS

4.1 Change of use of lots

An owner or occupier of a lot must give written notification to the Owners Corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the Owners Corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5 BEHAVIOUR OF PERSONS

5.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

5.2 Noise and other nuisance control

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the Owners Corporation has given written permission for the noise to be made.

6 DISPUTE RESOLUTION

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the Owners Corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the ***Owners Corporations Act 2006***.
- (8) This process is separate from and does not limit any further action under Part 10 of the ***Owners Corporations Act 2006***.

PERMIT NUMBER: PLN-42657



City of Whittlesea

PLANNING PERMIT

WHITTLESEA PLANNING SCHEME

ADDRESS OF THE LAND:

52 THE BOULEVARD, THOMASTOWN
LOT 1 LP 47895

THE PERMIT ALLOWS:

FOUR LOT SUBDIVISION IN ACCORDANCE WITH THE ENDORSED PLANS

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Plans

- (1) The subdivision as shown on the endorsed plan shall not be altered or modified without the written consent of the Responsible Authority.

Services

- (2) (a) The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity, gas and telecommunication services to each lot shown on the endorsed plan in accordance with that authority’s requirements and relevant legislation at the time.
- (b) All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.

Date Issued: 23 April 2024

Signature for the
Responsible Authority: Signed in SPEAR

PLN-42657

- (c) The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of the Act.

Prior to the issue of Certification

- (3) Before certification of the subdivision, plans must be submitted as part of the certification application showing all bearings, distances, street names, lot numbers, and any necessary easements.

Prior to the issue of Statement of Compliance

- (4) Prior to the issue of a Statement of Compliance for the subdivision permitted under this permit:
 - (i) the owner must complete buildings and works approved under Planning Permit No. PLN-40274 issued on 8 June 2023 to the satisfaction of the Responsible Authority; or
 - (ii) the owner of the land must enter into, and register on title, an agreement with the Responsible Authority under Section 173 of the Planning and Environment Act 1987, which amongst other things, provides that:
 - a) except with the consent of the Responsible Authority, the development of any lot created by the subdivision of the land must be in accordance with the development authorised by Planning Permit No. PLN-40274 issued by the Responsible Authority and the various conditions included in that Planning Permit and the development depicted in the plans from time to time endorsed pursuant to that Planning Permit.
 - b) the owner must provide access to any lot for the construction and maintenance of stormwater drainage works associated with the approved engineering plans where required.
 - c) the cost of the preparation or review of the agreement and its registration on the title to the land must be borne by the owner of the land.
- (5) The development of all lots created by the subdivision hereby approved must meet all the conditions and requirements of Planning Permit No. PLN-40274.
- (6) No topsoil must be removed from any land covered by this subdivision, without the written consent of the Responsible Authority.
- (7) All filling on the site shall be compacted to specifications approved by the Responsible Authority.

Date Issued: 23 April 2024

PLN-42657

**Signature for the
Responsible Authority: Signed in SPEAR**

Public Open Space Contribution

- (8) In lieu of the provision of land for public open space, the developer or permit holder must pay the Council a sum equivalent to 3% of the site value of all the land in the subdivision. This payment must be made prior to the issue of a Statement of Compliance.

Telecommunications

- (9) The owner of the land must enter into an agreement with:
- A telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider’s requirements and relevant legislation at the time; and
 - A suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.
- (10) Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:
- A telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider’s requirements and relevant legislation at the time; and
 - A suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

Time Limit

- (11) In accordance with the Planning and Environment Act 1987 a permit for development which requires the certification of a plan of subdivision or consolidation under the Subdivision Act 1988 expires if:
- (a) the plan is not certified within two years of the issue of the permit; or
 - (b) the development or any stage is not completed within 5 years of the certification of the plan of subdivision or consolidation under the Subdivision Act 1988.

Before the permit expires or within six months afterwards, the owner or the occupier of the land to which it applies may ask the Responsible Authority for an

Date Issued: 23 April 2024

**Signature for the
Responsible Authority: Signed in SPEAR**

PLN-42657

extension of time. The Responsible Authority may extend the time within which the development or any stage of it is to be started or the development or any stage of it is to be completed or within which a plan under the Subdivision Act 1988 is to be certified.

PERMIT NOTE

Fire Rating Report

The issue of a Statement of Compliance for the subdivision may result in non-compliance with the Building Regulation. A fire rating report, prepared by a suitably qualified person, should be obtained prior to occupation of the buildings. The report must show that any common walls affected by the subdivision have adequate fire protection.

Infrastructure Protection

Should Statement of Compliance for the Subdivision be achieved prior to completion of the development as permitted by Planning Permit PLN-40274 the site will remain a construction zone subject to the requirements of the approved Site Management Plan and a reinspection of the Public Assets will be undertaken by the Infrastructure Protection Unit upon completion of the development. All Public Assets will be required to be constructed/reinstated to the satisfaction of the Responsible Authority at that time.

Date Issued: 23 April 2024

PLN-42657

**Signature for the
Responsible Authority: Signed in SPEAR**



120 Northgate Drive
Thomastown VIC 3074

P (03) 9465 1127
F (03) 9464 1271

Application Number: BLD20231368

FORM 2

Regulation 37(1)
Building Act 1993
Building Regulations 2018

BUILDING PERMIT Building Permit No. 6965098686705 18 October 2023

Issued to

Agent of Owner **Skedio Development Group P/L**
ACN / ARBN
Postal Address **U22, 797 Plenty Road South Morang** Postcode **3752**
Email **skediodesign@gmail.com**
Address for serving or giving of documents: **U22, 797 Plenty Road South Morang** Postcode **3752**
Contact Person **Skedio Development Group P/L** Telephone **0431805085**

Ownership Details (if person issued with permit is not the owner)

Owner **Skedio Development Group P/L**
ACN / ARBN
Postal Address **U22, 797 Plenty Road South Morang** Postcode **3752**
Email **skediodesign@gmail.com**
Contact Person **Skedio Development Group P/L** Telephone **0431805085**

Property Details [include title details as and if applicable]

Number **52** Street/Road **The Boulevard** Suburb **Thomastown** Postcode **3074**
Lot/s **1** LP/PS **47895** Volume **8309** Folio **305**
Crown allotment Section No Parish County
Municipal District **Whittlesea City Council**

Builder

Name **Sevket Demir** Telephone **0425808811**
Address **19 Fernshaw Street Thomastown 3074**
ACN/ARBN:
Building practitioner registration no: **DB-U36605**

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

Details of Building Practitioners and Architects

a) To be engaged in the building work

Name	Category/class	Registration Number
Sevket Demir	Builder	DB-U36605

(b) Who were engaged to prepare documents forming part of the application for this permit

Name	Category/class	Registration Number
Peter Rujanoski	Draftsperson	DP-AD22097
Dragan Kocev	Engineer	PE-0000444

Details of Domestic Building Work Insurance

The issuer or provider of the required insurance policy is:	Insurance policy number	Insurance policy date
VMIA	C826872, C826873, C826874, C826875	26/09/2023

Details of Relevant Planning Permit

Planning Permit No: **PLN-40274**

Date of grant of Planning Permit: **08 June 2023**

Nature of Building Work

Description: **New Four Unit Development**

Storeys contains: **2**

Rise in storeys: **2**

Effective height:

Type of construction:

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

Cost of Building Work: **\$990,000.00**

Total floor area of new building work in m²: **623**

Building classification

Part of Building: **Dwellings**

BCA Classification: **1a(b)**

Part of Building: **Garages**

BCA Classification: **10a**

Protection Work

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

Inspection Requirements

The mandatory inspection notification stages are:

1. BORED PIERS
2. PRE SLAB
3. SLAB STEEL
4. FRAME TO WALLS AND ROOF
5. FINAL AT COMPLETION OF ALL WORK

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

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

Commencement and Completion

This building work must commence by 18 October 2024

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

This building work must be completed by 18 October 2025

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

Relevant Building Surveyor

Name: **Peter Rontogiannis**

Address: **120 Northgate Drive, Thomastown VIC 3074**

Email: **peter@absolutepermits.com.au**

Building practitioner registration no.: **BSU20459**

Municipal district: **Whittlesea City Council**

Permit no.: **6965098686705**

Date of issue of permit: **18 October 2023**



INFORMATION ONLY

Building Permit No 6965098686705

BUILDING PERMIT CONDITIONS

This building permit has been issued subject to compliance with all of the following conditions;

Note 1: Under regulation 42, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 day after any change in the name or address of the owner or of the building surveyor carrying out the building work.

Note 2: Under regulation 41, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.

Note 3: Include building practitioners with continuing involvement in the building work.

Note 4: Include building practitioners with no further involvement in the building work.

Note 5: Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.



120 Northgate Drive
Thomastown VIC 3074

P (03) 9465 1127
F (03) 9464 1271

Application Number: BLD20231368

FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018
OCCUPANCY PERMIT

This occupancy permit must be displayed in the following approved location: N/A

Property Details

Number: **Unit 1, 52** Street/Road: **The Boulevard** Suburb: **Thomastown** Postcode: **3074**
Lot/s: **1** LP/PS: **47895** Volume: **8309** Folio: **305**
Crown: allotment Section: No Parish: County:
Municipal District: **Whittlesea City Council**

Building permit details

Building permit number: **BSU20459/6965098686705**
Version of BCA applicable to building permit: **2022**

Building Details

Part of building to which permit applies:	Permitted use:	BCA Class of building:	Maximum permissible floor live load:	Maximum number of people to be accommodated:
Dwellings		1a(b)	1.5	
Garages		10a	1.5	

Storeys contained: **2**
Effective height:

Rise in storeys (for Class 2-9 buildings): **2**
Type of construction:

Inspection Approval dates for mandatory inspections that have been carried out are as follows:

Inspection type	Approved date
BORED PIERS	8/12/2023
PRE SLAB	18/01/2024
SLAB STEEL (UNIT 1 & 2)	23/01/2024
SLAB STEEL (UNIT 3 & 4)	29/01/2024
EXTERNAL WALLS (FOR BRICKLAYER TO START)	26/02/2024
FRAME TO WALLS AND ROOF	9/04/2024
FINAL AT COMPLETION OF ALL WORK	24/07/2024

Suitability for occupation

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

Relevant building surveyor

Name: **Peter Rontogiannis**
Address: **120 Northgate Drive, Thomastown VIC 3074**
Email: **peter@absolutepermits.com.au**
Building practitioner
registration no.: **BSU20459**
Municipal district name: **Whittlesea City Council**
Occupancy Permit no. **BSU20459/6965098686705**
Date of issue: **1 August 2024**
Date of final inspection **24 July 2024**
Signature:



INFORMATION ONLY

Domestic Building Insurance

Certificate of Insurance

Skedio Development Group Pty Ltd
Level 1 ,Suite 22, 797 Plenty Road
South Morang
Victoria 3752

Policy Number:
C826872

Policy Inception Date:
26/09/2023

Builder Account Number:
019349

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

Policy Schedule Details

Domestic Building Work: **C03: New Multi-Dwelling Construction**
At the property: **Unit 1 52 The Boulevard THOMASTOWN VIC 3074 Australia**
Carried out by the builder: **SEVKET STEVE DEMIR**
Builder ABN: **56136187342**

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

For the building owner(s): **Skedio Development Group Pty Ltd**
Pursuant to a domestic building contract dated: **19/09/2023**
For the contract price of: **\$ 247,500.00**
Type of Cover: **Cover is only provided if SEVKET STEVE DEMIR has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***
The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***
The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

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

IMPORTANT

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

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

Period of Cover

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

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




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

Issued by Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$2,833.00
GST:	\$283.30
Stamp Duty:	\$311.63
Total:	\$3,427.93

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424
Below are some example of what to look for

	Certificate of insurance	Your Domestic Building Contract
	Carried out by Builder: ACME CONSTRUCTIONS PTY LTD ACN: 123 456 789	Carried out by Builder: ACME CONSTRUCTIONS PTY LTD ACN: 123 456 789
	Carried out by Builder: JOHN CITZEN ABN: 12 345 678 910	Carried out by Builder: CITIZEN CONSTRUCTIONS PTY LTD ACN: 987 654 321
	Carried out by Builder: ACME CONSTRUCTIONS PTY LTD ACN: 123 456 789	Carried out by Builder: ACME CONSTRUCTIONS PTY LTD ACN: 987 654 321
	 Name of Builder and ACN match	 Name of Builder does not match
	 ACN does not match	