## **Real Estate Auction Rules**

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

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

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

# SALE OF LAND REGULATIONS 2005 SCHEDULE 5 INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

## **Meaning of Vendor**

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

## **Bidding by Co-owners**

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

## **Vendor Bids**

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

The Auctioneer can only make a vendor bid if-

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

## What rules and conditions apply to the Auction?

Different rules apply to an Auction depending upon whether there are any coowners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

## Copies of the rules

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

## Questions

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

## Forbidden activities at auctions

The law forbids -

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

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

## Who made the bid?

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

## It is an offence to disrupt an auction?

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

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

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

## What law applies?

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the **Sale of Land Act 1962** or the Sale of Land Regulations 2005. Copies of those laws can be found at the following web site: www.dms.dpc.vic.gov.au under the title "LawToday".

# Contract of Sale

# Property:

9 Amira Road, Wollert VIC 3750



JLE Conveyancing Pty Ltd 3/5 DEVONSHIRE ROAD SUNSHINE VIC 3020 Tel: 03 9363 2075 Ref: JL:15580

#### IMPORTANT NOTICE TO PURCHASERS - COOLING-OFF

Cooling-off period (Section 31 of the Sale of Land Act 1962)

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

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

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

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

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

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

Off-the-plan sales (Section 9AA(1A) of the Sale of Land Act 1962)

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor

## **Approval**

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act* 1980 by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act* 2014.

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## Contract of Sale

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

## SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the Sale of Land Act 1962.

The authority of a person signing -

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:	
	on/2025
Print names(s) of person(s) signing:	
	clear business days (3 clear business days if none specified) ne meaning as in section 30 of the Sale of Land Act 1962
	on/
	NADA TAWFEEQ AZEEZ AZEEZ
State nature of authority, if applicable:	

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

## **Table of contents**

## Particulars of Sale

## Special conditions (if any)

## General conditions:

- 1 Electronic signature
- 2 Liability of signatory
- 3 Guarantee
- 4 Nominee
- 5 Encumbrances
- 6 Vendor warranties
- 7 Identity of the land
- 8 Services
- 9 Consents
- 10 Transfer & duty
- 11 Release of security interest
- 12 Builder warranty insurance
- 13 General law land
- 14 Deposit
- 15 Deposit bond
- 16 Bank guarantee
- 17 Settlement
- 18 Electronic settlement
- 19 **GST**
- 20 Loan
- 21 Building report
- 22 Pest report
- 23 Adjustments
- 24 Foreign resident capital gains withholding
- 25 GST withholding
- 26 Time & co-operation
- 27 Service
- 28 Notices
- 29 Inspection
- 30 Terms contract
- 31 Loss or damage before settlement
- 32 Breach
- 33 Interest
- 34 Default notice
- 35 Default not remedied

## **Particulars of Sale**

# Vendor's estate agentName:Harcourt Rata&CoAddress:Email:sold@rataandco.com.au

0482728238

ABN/ACN:		
Email:		

Fax:

## Vendor's legal practitioner or conveyancer

Name:	JLE Conveyancing Pty Ltd
Address:	3/5 DEVONSHIRE ROAD, SUNSHINE Vic 3020

Email: info@jleconveyancing.com.au

Mob:

NADA TAWFEEQ AZEEZ AZEEZ

			•		
Tel:	03 9363 2075	Mob:	Fax:	Ref:	15580

## **Purchaser**

Email:

Tel:

Vendor Name:

Address:

Name:	
Address:	
ABN/ACN:	

## Purchaser's legal practitioner or conveyancer

Name:				
Address:				
Email:				
Tal·	Mob:	Eav:	Pof:	

## Land (general conditions 7 and 13)

The land is described in the table below -

Certificate of	Title referenc	е		being lot	on plan
Volume	11646	Folio	323	2011	PS 702801B

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Michael

**Tomadakis** 

Ref:

Prop	erty address					
The a	address of the	land is:	9 Amira Road, V	Vollert VIC 3750		
	<b>Goods sold with the land</b> (general condition 6.3(f)) ( <i>list or attach schedule</i> ): All fixtures and fittings of a permanent nature as inspected.					
Exc	lusion lists :	N/A				
Paym	nent					
Price		\$				
Depo	sit	\$	by	(of which	has been paid)	
Balan	ice	\$	payable at settle	ment		
	(general cond	,		- <i></i>		
Subje	-	·		ST (if any), unless the	next box is checked	
Ш	GST (if any)	must be paid in add	lition to the price	if the box is checked		
			-	siness' is carried on v ct if the box is checke	which the parties consider meets	
	This sale is a	a sale of a 'going co	ncern' if the box	is checked		
	The margin s	scheme will be used	to calculate GST	if the box is checked		
Settle	ement (genera	al conditions 17 & 2	6.2)			
is du	e on					
unles	s the land is a	lot on an unregister	red plan of subdiv	vision, in which case s	settlement is due on the later of:	
• th	ne above date	; and				
	<ul> <li>the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision or occupancy permit is issued.</li> </ul>					
Leas	<b>e</b> (general con	ndition 5.1)				
unle		subject to lease' a		ession of the property in which case refer to	0	
If 's	ubject to leas	<b>e</b> ' then particulars o	of the lease are*:			
C	a lease for years	a term ending on	/ /20.	with [] op	otions to renew, each of []	
E	☐ a residentia	al tenancy for a fixed	d term ending on	//20		
C	OR					
	a periodic t	enancy determinabl	e by notice			
Term	s contract (ge	eneral condition 30)	1			
☐ This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962 if the box is checked. (Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)						
Loan	(general cond	dition 20): <u>NOT APF</u>	PLICABLE AT AL	<u>ICTION</u>		
☐ Th	nis contract is	subject to a loan be	ing approved and	the following details	apply if the box is checked:	
Lend	der:					
Loai	n amount: n	o more than		Approval date:		

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

General condition 21 applies only if the box is checked

## Pest report – NOT APPLICABLE AT AUCTION

☐ General condition 22 applies only if the box is checked

## **Special Conditions**

A special condition operates if the box next to it is checked or the parties otherwise agree in writing

#### Special condition 1 − Payment

General condition 14 is replaced with the following:

#### 14. Deposit

- 14.1 The purchaser must pay the deposit:
  - (a) to the vendor's licensed estate agent, or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
  - (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision
- 14.3 The 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.
- 14.4 Payments may be made or tendered:
  - (a) up to \$1,000 in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 14.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

#### Special condition 2 – Acceptance of title

Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title

## Special condition 3 − Tax invoice

General condition 19 is replaced with the following:

- 19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
  - (a) the price includes GST; or
  - b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 19.1(a), (b) or (c)), the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.
    - CONTRACT OF SALE OF LAND

#### Special condition 4 – Electronic conveyancing

- 5.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 5.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 5.3 Each party must:
  - (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*.
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 5.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 5.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 5.6 Settlement occurs when the workspace records that:
  - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 5.7 The parties must do everything reasonably necessary to effect settlement:
  - (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 5.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 5.9 The vendor must before settlement:
  - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.

### Special condition 5 − Condition of the Property

- 6.1 The land and buildings (if any) as sold hereby and inspected by the purchasers are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue if Building Permit and/ or completion of inspections by the relevant authorities in respect of any improvements herein.
- 6.2 The property and any chattels are sold:
  - (a) In their present condition and state of repair;

8

- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and
- (f) Subject to all easements, covenants, leases, appurtenant easements and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation there to.
- 6.3 The purchaser acknowledges and agrees that the purchaser has made its own independent enquires on all matters and does not rely on anything stated by or on behalf of the Vendor.
- 6.4 The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.
- 6.5. No failure of any buildings or improvements to comply with any planning or building legislation regulations or bylaws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.
- 6.6 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of

those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.

#### Special condition 6 − Deposit

In the event that the purchaser fails to pay the full deposit on the due date, this contract is voidable at the option of the vendor.

#### Special condition 7 – Loan

The purchaser acknowledge that should this contract be subject to finance and in the event that finance is not approved then the purchaser must provide written proof on a formal decline letter generated by the lender or lending institution to which the finance was applied by the purchaser.

Any decline letters from brokers or any loan originator are not accepted. Failure to comply of this special condition will render the contract of sale unconditional.

Any requests an extension or variation to the Finance Due Date, the Purchaser must pay the Vendor' representative \$110 at the settlement for each request.

#### Special condition 8 - Plan of Subdivision

- 1. The purchaser acknowledges that as at the Day of Sale if the Plan of Subdivision has not been registered by the Registrar of Titles pursuant to Part 4 of the Subdivision Act or Section 97 of the Transfer of Land Act (as the case may be).
- 2. The Vendor shall as it own cost and expense procure registration of the Plan of Subdivision.
- 3. If the Plan of Subdivision is not registered within 48 months after the day of sale, the Purchaser may after the expiration of that 18 months but before the plan of subdivision is so registered rescind this contract by notice in writing to the other party and the Deposit shall then be repaid to the Purchaser in full.
- 4. The Vendor reserves the right to make alteration to the Plan of subdivision necessary to secure its approval by the Registrar of Titles and (subject to the provisions of Section 9AC of the Sale of Land Act) the purchaser shall make no objection or requisition or claim any compensation in respect of any excess or deficiency whether in areas, boundaries, measurements, occupations, or otherwise on the ground that the plan of subdivision as registered by the Registrar of Titles does not agree in measurement or otherwise with the Plan of Subdivision or the Property as inspected by the Purchaser.
- 5. The Purchaser undertakes that he/she will not lodge a Caveat against the Title to the land hereby sold pending approval of the Plan of Subdivision by the Registrar of titles.

### Special condition 9 - Nomination

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

The purchaser has to pay the professional fees to Vendor's Conveyancer of \$220 for the nomination.

## Special condition 10 − Rescheduled Settlement

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or variation to the Due Date, the Purchaser must pay the Vendor' representative \$330 at the settlement for each request.

#### ☐ Special condition 11 - Owners Corporate Certificate to be provided

If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, object to requestion, make a claim or terminate the contract based on this condition. The Owners Corporate Certificate will be provided in a timely manner and made available to the purchaser and purchasers representative as soon as it is issued.

## ☐ Special condition 12 - Re-sale Deed

For the Sale of this land to take effect, both Vendor(s) and Purchaser(s) will be required to enter into a Re-Sale Deed prior to settlement date. The Re-Sale Deed will be obtained by the Vendor from Developer's (head Vendor) lawyers. The Purchaser(s) acknowledge and agree to;

- a) Allow any cost incurred by the Vendor for obtaining Re-Sale deed from Developer's (Head Vendor) Lawyers via adjustments at settlement.
- b) Execute the Re-Sale deed and deliver them to Vendor's Conveyancer at least seven (7) days prior to settlement date.

## Special condition 13 - Builder Warranty Insurance/ Domestic Building Insurance

- 1. The buyers acknowledge this property does not have any builder warranty insurance for the built or renovations.
- 2. The buyer is agreeable to waive all his/her rights to request builder warranty insurance from the vendor.
- 3. The buyer agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to building warranty insurance.

#### $\boxtimes$ Special condition 14 - No Warranty, representation or guarantee

- The Vendor does not guarantee or make any representations about whether the work performed requires permits. The Purchaser acknowledges that it is solely their responsibility to determine whether permits or approvals are necessary for the work completed, as outlined in the Owner Building Warranty Report. The Vendor further states their belief that the work carried out by their contractor does not require a building permit nor a builder warranty insurance.
- The Purchaser also acknowledges that the Vendor makes no representations or warranties concerning the compliance of the work with any legal or regulatory requirements, including but not limited to building codes, zoning laws, or safety standards.

#### $\boxtimes$ Special condition 15 - Indemnity by Purchaser

The Purchaser agrees to indemnify and hold the Vendor harmless from any claims, costs, liabilities, or damages that may arise after settlement regarding the necessity of permits or warranty insurance for the work performed. This includes any costs the Purchaser incurs in obtaining permits or addressing any issues of non-compliance with legal or regulatory requirements.

- 1) The Purchaser will not have the right to:
- a. Claim any compensation, damages, or costs related to the work performed on the Property;
- b. Pursue any legal remedy against the Vendor for the performance of the work, including claims of breach of contract, misrepresentation, or any other legal action related to non-compliance (if any) with permit or regulatory requirements;
- c. Cancel or rescind this contract, in whole or in part, based on the Vendor's disclosure about the uncertainty of permit requirements for the work;
- d. Delay settlement due to any condition of the fixtures or fitting as the property is bought as is.
- 2)The Vendor is under no obligation to assist the Purchaser in obtaining permits, regulatory approvals, or insurance for any work performed on the Property prior to settlement, nor in rectifying any issues related to such work. The Purchaser agrees to cover all associated costs (if any).

The indemnity provisions in this agreement shall remain in effect after settlement and continue indefinitely, even after the transfer of the Property title to the Purchaser.

## **General Conditions**

## **Contract signing**

#### 1. ELECTRONIC SIGNATURE

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

#### 2. LIABILITY OF SIGNATORY

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

#### 3. GUARANTEE

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

#### 4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

## **Title**

## 5. ENCUMBRANCES

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

#### **6 VENDOR WARRANTIES**

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

- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
  - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

#### 7. IDENTITY OF THE LAND

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

#### 8. SERVICES

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

#### 9. CONSENTS

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

#### 10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

## 11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
  - (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
  - (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

- (a) that-
  - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
  - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or
- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
  - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
  - interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—
  - as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## 12. BUILDER WARRANTY INSURANCE

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

#### 13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act* 1958.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
  - (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
  - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

- (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958.

## Money

#### 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
  - (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
  - (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
  - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the Sale of Land Act 1962 have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
  - (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

## 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

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

#### 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
  - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
  - (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

#### 17. SETTLEMENT

- 17.1 At settlement:
  - (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

#### 18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

- 18.3 Each party must:
  - (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

- (a) the electronic lodgement network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
  - (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
  - (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –

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

- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
  - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

#### 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
  - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
  - the vendor warrants that the property is land on which a farming business has been carried on for the period of 5
    years preceding the date of supply; and

- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
  - (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
  - (a) 'GST Act' means A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
  - (b) 'GST' includes penalties and interest.

#### 20. LOAN

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

#### 21. BUILDING REPORT

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

#### 22. PEST REPORT

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

## 23. ADJUSTMENTS

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

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

#### 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;

#### despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
  - (a) the settlement is conducted through an electronic lodgment network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth*) must be given to the purchaser at least 5 business days before the due date for settlement
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

#### 25. GST WITHHOLDING

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

- 25.6 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;

#### despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
  - (a) settlement is conducted through an electronic lodgment network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth*), but only if:
  - (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgment network.

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

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
  - (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,

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

- 25.11 The vendor warrants that:
  - (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
  - (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

## **Transactional**

#### 26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

#### 27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
  - (a) personally, or
  - (b) by pre-paid post, or
  - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 27.4 Any document properly sent by:
  - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000.*
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

#### 28. NOTICES

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

#### 29. INSPECTION

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

#### 30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the Sale of Land Act 1962:
  - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to
    possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the Sale of Land Act
    1962: and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:

20

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

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

#### 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

#### 32. BREACH

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

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

## **Default**

#### 33. INTEREST

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

#### 34. DEFAULT NOTICE

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

## 35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
  - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
  - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and

- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
  - (i) retain the property and sue for damages for breach of contract; or
  - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

## **GUARANTEE and INDEMNITY**

•			
and		of	
CONSIDERATION in this Contract of for ourselves and covenant with in payment of the moneys payable to observance of a Purchaser I/we withe Deposit Mone be due and payab against all loss of payable under the which the Vendor Guarantee shall be (f) any neglect of the moneys p (g) the performan under the with (h) by time given (i) by reason of to have the effective in the contract of the moneys p (g) the performan under the with (h) by time given (ii) by any other than the effective in the contract of the co	rector / Directors of  Nof the Vendor selling to Sale for the price and upoour respective executors at the said Vendor and their Deposit Money or reside by the Purchaser to the Vendor the Vendor and index, residue of Purchase Male to the Vendor and index Deposit Money, residue within Contract and all low may incur by reason of the a continuing Guaranteer forbearance on the part ayable under the within Contract; to the Purchaser for any the Vendor assigning his, thing which under the law at of releasing me/us, my/recof the parties hereto ha	the Purchaser at our recomble the Purchaser at our recomble the Purchaser at our recomble the Purchaser and condition and administrators <b>JOIN</b> assigns that if at any time of Purchase Money endor under this Contract to be performed by the Vendor pay to oney, interest or other remaify and agree to keep of Purchase Money, interest or other remaify and agree to keep of Purchase Money, interest or the part and Indemnity and shall of the Vendor in enforcing to the Vendor in enforcing to the agreements, of such payment performation the payment performation or their rights under the vendor of administration of the vendors or administration.	guest the Land described on scontained therein DO ITLY AND SEVERALLY ne default shall be made or interest or any other act or in the performance med or observed by the the Vendor the whole of moneys which shall then to the Vendor indemnified erest and other moneys of the Purchaser. This ill not be released by: - and payment of any of obligations or conditions once or observance; the said Contract; and all but for this provision strators.
	day of	2	:U25
SIGNED by the sa	ld )		
Print Name:	)		
		Director (Sign)	
in the presence of:	)		
Witness:	)		

## **VENDOR FACT CHECKLIST**

The Vendor makes the following additional disclosure under the Contract of Sale.

	Yes	No	Vendor does not have any knowledge
Are you the owner of the structures on the property and the goods to be included in the intended sale?			
Are there any unrectified defect(s) in the structure of any building on the property?		X	
Are all the appliances, fixtures and fittings in the property in working order?	X		
Are there any electrical, gas or plumbing systems on the property that remain unrectified after being assessed as unsafe by a qualified person?		7	
Is there an active pest infestation affecting the structures on the property? The Purchaser should organise its own building and pest inspection report.		4	
Is there unrectified damage from a pest infestation affecting structures on the property? The Purchaser should organise its own building and pest inspection report.		X	
Is there any asbestos on the property, including in the structures on the property?		$\langle$	
If yes, is any of the asbestos in friable form?			
Do any of the cladding on structures on the property consist of expanded polystyrene or aluminium composite panels?		X	
Is access to the property (including vehicle access) via an unregistered easement?		X	
Are there any restriction(s) on vehicle access to the property (such as a truck curfew or weight limits)?		X	
Are there any on-street parking restrictions on streets adjacent to the property? The Purchaser should make its own queries.		X	
Do any structures on the property have weight limits?			X
Is the property on a commercial flight path?		X	

×	1	Has there been any suicide, attempted suicide, or unnatural death on the property?
		Has there been history of pesticide use in the event the property had been used for horticulture or other agricultural purposes?
X		Has there been a significant event at the property, including a flood, or a bushfire?
1		Is there any Owners Corporation upcoming levy but is not included in the Owners Corporation Certificate?
*		Has the property or neighbouring properties been used for firefighter training using hazardous materials?
		Does the property contain any lead-based paint?
		Is the property contaminated by toxic chemicals?
$\times$		Is the property subject to offensive odours?
X		Is any neighbouring property used for a noxious industry?
		Does any neighbouring property contain a registered rooming house?
X		Is any neighbouring property owned or leased by a community housing group?
×		Is any neighbouring property owned or leased by the state government?
X	į	Have police ever been called regarding the behaviour of the occupants of nearby properties?
		Do any registered sex offenders reside nearby?
, ( ) X	1	Has the property been occupied by person(s) who have been convicted of drug trafficking or violence offence(s)?
X		Has the property been used as a brothel?
X		Has the property been used for the sale of illegal substances?
X	k	Has the property been used for the storage of toxic substances? that exceed what might be required for domestic purposes?
Х		Has the property been used for the manufacturing of substances (such as methylamphetamine)?
		Is the property subject to loud intermittent noises such as defence force training, quarry explosions or car races?

# Vendor Statement

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

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

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

Land	9 AMIRA ROAD, WOLLERT VIC 3750	
Vendor's name	NADA TAWFEEQ AZEEZ AZEEZ	Date
Vendor's signature		
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

## 1. FINANCIAL MATTERS

1.1	Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)					
	(a)   ☐ Their total does not exceed:	\$5,000.00				
1.2	Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge					
	То					
	Other particulars (including dates and times of payments):					
1.3	Terms Contract					
This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution contract and before the purchaser is entitled to a conveyance or transfer of the land.  Not Applicable						
					1.4	1.4 Sale Subject to Mortgage
This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mo (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to poor receipts of rents and profits.						
	Not Applicable					
1.5	Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)					
	(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.				
	(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	□ YES ⊠NO				
	(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ⊠ Not applicable				
INIC	NIDANCE					

## 2. INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable

## 2.2 Owner Builder

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

Not Applicable

## 3. LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):

		☑ Is in the attached copies of title document/s					
	(b)	Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:					
		To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.					
3.2	Roa	d Access					
	Th	ere is NO access to the property by road if the square box is marked with an 'X'					
3.3	Des	ignated Bushfire Prone Area					
		e land is in a designated bushfire prone area within the meaning of section 192A of the <i>Building Act</i> 93 if the square box is marked with an 'X'					
3.4	Plar	Planning Scheme					
	$\boxtimes$	Attached is a certificate with the required specified information.					
NO	TIC	ES					
4.1	ce, Order, Declaration, Report or Recommendation						
	depa	iculars of any notice, order, declaration, report or recommendation of a public authority or government artment or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, mmendation or approved proposal of which the vendor might reasonably be expected to have knowledge:					
	Not.	Applicable					
4.2	Agri	cultural Chemicals					
	There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:						
	NII	-					
4.3	Con	npulsory Acquisition					
		particulars of any notices of intention to acquire that have been served under section 6 of the <i>Land Acquisition Compensation Act</i> 1986 are as follows:					
	NII						
ВU	ILD	ING PERMITS					
		s of any building permit issued under the <i>Building Act</i> 1993 in the preceding 7 years (required only where there ence on the land):					
Not A	Appli	cable					
OW	ΝE	RS CORPORATION					
		on 6 only applies if the land is affected by an owners corporation within the meaning of the <i>Owners</i>					

#### 5. BUIL

4.

#### 6. **1WO**

This s Corporations Act 2006.

Not Applicable

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

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

Not Applicable

#### 8. **SERVICES**

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

	Electricity supply $\square$	Gas supply □	Water supply □	Sewerage □	Telephone services ⊠
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## 9. TITLE

Attached are copies of the following documents:

9.1 ⊠ (a) Registered Title

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

## 10. SUBDIVISION

#### 10.1 Unregistered Subdivision

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

Not Applicable

#### 10.2 Staged Subdivision

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIII

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

NII

#### 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

#### 13. ATTACHMENTS

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

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

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

## Due diligence checklist

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

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

## **Urban living**

## Moving to the inner city?

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

## Is the property subject to an owners corporation?

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

#### **Growth areas**

## Are you moving to a growth area?

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

## Flood and fire risk

## Does this property experience flooding or bushfire?

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

## **Rural properties**

## Moving to the country?

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

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

## Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)



## Land boundaries

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

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

## **Planning controls**

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

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

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

## Are there any proposed or granted planning permits?

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

## Safety

## Is the building safe to live in?

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

## **Building permits**

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

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

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

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

## Utilities and essential services

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

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

## **Buyers' rights**

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

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



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

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

Page 1 of 2

VOLUME 11646 FOLIO 323

Security no : 124125134898K Produced 06/06/2025 12:49 PM

#### LAND DESCRIPTION

Lot 2011 on Plan of Subdivision 702801B. PARENT TITLE Volume 11608 Folio 219 Created by instrument PS702801B 11/04/2016

#### REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
NADA TAWFEEQ AZEEZ AZEEZ of 9 AMIRA ROAD WOLLERT VIC 3750
AN619916L 06/03/2017

#### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY600832C 15/11/2024
BNY TRUST COMPANY OF AUSTRALIA LTD

COVENANT PS702801B 11/04/2016

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987 AH113884U 23/03/2010

AGREEMENT Section 173 Planning and Environment Act 1987 AL101671V 22/05/2014

AGREEMENT Section 173 Planning and Environment Act 1987 AL203388W 03/07/2014

AGREEMENT Section 173 Planning and Environment Act 1987 AM642738L 18/03/2016

## DIAGRAM LOCATION

SEE PS702801B FOR FURTHER DETAILS AND BOUNDARIES

## ACTIVITY IN THE LAST 125 DAYS

NIL

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

Street Address: 9 AMIRA ROAD WOLLERT VIC 3750

## ADMINISTRATIVE NOTICES

NIL

Title 11646/323 Page 1 of 2



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

Page 2 of 2

eCT Control 19219M PURCELL PARTNERS Effective from 15/11/2024

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Title 11646/323 Page 2 of 2

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# Application by a responsible authority for the making of a recording of an agreement Section 181 Planning and Environment Act 1987



Form	18

Lodged by:				
Name: Phone: Address: Ref: Customer Code:	MADDOCKS 9288 0555 Level 6, 140 William Street, Mell TGM:5403317 1167E	bourne, Victoria, 3000		
	de an agreement referred to in se quires a recording to be made in			
Land: Volume 10089 Fo	Land: Volume 10089 Folio 675 and 676			
Authority: Whittlesea Cit	y Council of Municipal Offices, 25	5 Ferres Boulevard, South Morang, Victoria		
Section and Act under which agreement made: Section 173 of the <i>Planning and Environment Act</i> 1987.				
A copy of the Agreement is attached to this Application				
	V	-		
Signature for the Authori	iy: Law	meinenh-4		
Name of officer:	DAVID	TURNBULL		
Position held:	CEO			
Date:	10/3/10	)		

# 1 1 4 NEKTO CE NEDICI I KONINCERNISMI CEREMON DE ENTRE EN CONE

#### Maddocks

Lawyers 140 William Street Melbourne Victoria 3000 Australia Telephone 61 3 9288 0555

### AH113884U

23/03/2010 \$102.90 17

Date / /2010

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

Subject Land: Epping North East Local Structure Plan Area

30 Harvest Home Road, Epping

Purpose: Fixing of land values

**Whittlesea City Council** 

and

Stockland Development Pty Ltd ACN 000 064 835



### AH113884U Ma

### Maddocks

### **Contents**



1.	Defini	tions	2
2.	Interpretation		3
3.	Specif	fic obligations of the owner	3
4.	Further obligations of the owner		
	4.1 4.2	Notice and Registration	4
5.	Furthe	er obligations of council	
5.	Agree	ment under section 173 of the act	5
7.	Owner's warranties		5
3.	Succe	ssors in title	5
9.	Gener	al matters	
	9.1 9.2 9.3 9.4 9.5	Notices Service of Notice No Waiver Severability No Fettering of Council's Powers	6 6 6
10.	GST		6
1.	Comm	nencement of agreement	7
12.	Ending	g of agreement	7

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Maddocks		

Agreement under Section	173	of the	<b>Planning</b>	and
Environment Act 1987				

**DATE** / /2010

AH113884U

Dated

23/03/2010



#### **Parties**

Name

WHITTLESEA CITY COUNCIL

Address

of Municipal Offices

Short name

Council

Name

STOCKLAND DEVELOPMENT PTY LTD ACN 000 064 835

Address

Level 7, 452 Flinders Street, Melbourne, Victoria

Short name

Owner

### Background

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. Council was the Planning Authority for the purposes of Amendment C81 to the Planning Scheme. Amendment C81 rezoned the Subject Land for urban purposes and introduces a Development Contributions Plan into the Planning Scheme and also incorporated the Epping North East Local Structure Plan into the Planning Scheme.
- C. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- D. Under the Epping North East Local Structure Plan, part of the Subject Land is required for the purpose of the provision of infrastructure to service the area to which the Epping North east Local Structure Plan applies. The Epping North East Development Contributions Plan assumes a certain value for land required for the Infrastructure Projects set out in the Epping North East Development Contributions Plan.
- E. Council and the Owner have agreed to fix the value of land for the purpose of:
  - E.1 ascertaining the amount of compensation to be paid to the Owner when that part of the Subject Land which is required for an Infrastructure Project is transferred to Council or any other relevant authority; and
  - E.2 calculating the amount of any public open space contribution payable by the Owner to Council under the Planning Scheme.

Maddocks

As at the date of this Agreement, the Subject Land is encumbered by Mortgage No.

AF473799Q in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.

8

G. The parties enter into this Agreement to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

#### THE PARTIES AGREE

AH113884U

23/03/2010 \$102.90 173

#### 1. Definitions

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

Act means the Planning and Environment Act 1987.

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

**CPI** means the annual Consumer Price Index (All Groups) Melbourne as published by the Australian Bureau of Statistics.

**Developable Land** has the same meaning as in the Epping North East Development Contributions Plan.

**Epping North East Development Contributions Plan** means the Epping North East Development Contributions Plan which is incorporated into the Planning Scheme.

Infrastructure Land means any land required for an Infrastructure Project.

**Infrastructure Project** means an infrastructure project as identified in the Epping North East Development Contributions Plan.

Land Value means the amount specified in clause 3.2 of this Agreement as adjusted by the index specified in clause 3.3 of this Agreement.

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

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

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

**Plan of Subdivision** means a plan of subdivision of the Developable Land which is not a procedural plan but a plan that upon registration creates an additional lot which can be disposed of separately or can be re-subdivided.

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

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

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**Subject Land** means being the land comprised in Certificates of Title Volume 10089 Folio 675 and 676 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

#### 2. Interpretation

In this Agreement unless the context admits otherwise:

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

#### 3. Specific obligations of the owner

Council and the Owner acknowledge and agree that:

#### Compensation payable by Council to the Owner

- 3.1 subject to this Agreement and notwithstanding:
  - 3.1.1 any other method specified in any other legislation or regulation for determining the amount of compensation which is to be paid for land acquired by an acquiring authority; and
  - 3.1.2 any other provision in any other legislation or regulation concerning the amount of compensation payable to a person for any loss associated with the requiring or identification of land for a public purpose -

for the purpose of determining the amount of compensation payable to the Owner in respect of the Infrastructure Land or the effect of the Planning Scheme on the Subject Land, the value of the Infrastructure Land is limited and fixed at the Land Value as adjusted by clause 3.3 of this Agreement;

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

AH113884U
23/03/2010 \$102.90 173

Maddocks

#### 5. Further obligations of council

Council acknowledges and agrees that Council will pay the Owner's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement.

#### 6. Agreement under section 173 of the act

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed for specified purposes.

#### 7. Owner's warranties

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

#### 8. Successors in title

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

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

#### 9. General matters

#### 9.1 Notices

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

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

AH113884U

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

sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must

- Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 10.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 10.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 10.3.

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- P. L. C. BELLINGER D. BELKING CONTRECTED FOR THE RELIGIOUS AND A CONTRACT OF A CONTRACT OF THE PROPERTY OF T Maddocks

This Agreement commences on the execution of this Agreement by both parties.

- This Agreement ends when the obligations of Council to pay the Owner in respect of any Infrastructure Land being part of the Subject Land have been fully and finally satisfied under this Agreement and any other Act or Regulation as evidenced by a letter signed by the
- As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.
- If prepared and sought by the Owner, Council will execute and hand back to the Owner an application under section 183(2) of the Act to cancel the recording of this Agreement as against any land which is subdivided so as to be finally used for the purpose of a dwelling

AH113884U

Delivered by LANDATA®, timestamp 06/06/2025 12:49 Page 11 of 11 THE REPORT OF THE PROPERTY OF Maddocks SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement. THE COMMON SEAL OF WHITTLESEA CITY COUNCIL was hereunto affixed in the presence of: Chief Executive Officer Councillor **Executed by STOCKLAND DEVELOPMENT** PTY LTD ACA 000 064 835 by its Attorney under a Power of Attorney dated 38 presence of: Witness C4215 Full name of Witness <del>Mortgage</del>e'<del>s Consent -</del> Bendigo Bank Ltd as Mertgagee of registered mertgage No. AF473799Q consents to the Owner entering--into this Agreement and in the event that the Mortgagee becomes Mortgagee in possession, agrees to be -bound by the covenants and conditions of this Agreement.

AH113884U
23/03/2010 \$102.90 173

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# Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987

Lodged by

Name: Stockland Development Pty Ltd

Phone:9095 5074

Address: Level 7/452 Flinders Street Melbourne

Reference: Alison Calleja Customer Code: 2944C

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

Land:

Volume 11425 Folio 296,297,300 & 299

Responsible authority:

Whittlesea City Council

Section and Act under which agreement made: Section 173

A copy of the agreement is attached to this application:

Date: 21/5/2014

Signature for responsible authority:

Name of officer: (full name) ROGER SUCT

AL1016/1V

22/05/2014 \$113 17

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



### NORTON ROSE FULBRIGHT

Dated 21 MAY

2014

### Planning agreement

30 Harvest Home Road, Wollert

**Parties** 

**Whittlesea City Council** 

Stockland Development Pty Ltd ACN 000 064 835

Tamara Brezzi Norton Rose Fulbright Australia Level 11, 485 Bourke Street Melbourne Vic 3000 Tel: +61 3 8686 6226 nortonrosefulbright.com

Our ref: TNB/PGP: 2810124

## AL101671V 22/05/2014 \$113 173

#### **Contents**

1	Definitions and interpretation	2
2	Interpretation	3
3	Specific obligations of the Owner	3
4	Obligations run with the land	3
5	Further obligations of the Owner	3
6	Further assurance	4
7	Agreement under section 173 of the Act	4
8	Owner's warranties	4
9	Planning objectives	4
10	Successors in title	
11	Goods and services tax	5
12	General matters	5
13	Commencement of Agreement	6
14	Amendment	
15	Counterparts	7
16	Ending of Agreement	
17	Ending of Previous Agreement	7
Sched	dule 1 Conservation Management Plan referred to in Recital F	



Agreement dated

21 MAY 2014

Parties

**Whittlesea City Council** 

of 25 Ferres Boulevard, South Morang in the State of Victoria

(the Responsible Authority)

Stockland Development Pty Ltd (ACN 000 064 835)

of Level 25, 13 Castlereagh Street, Sydney in the state of New South Wales

(the Owner)

#### Recitals

- A The Responsible Authority is responsible for the administration and enforcement of the Whittlesea Planning Scheme (Planning Scheme) pursuant to the provisions of the Act.
- B The Owner is the registered proprietor or entitled to be registered as the proprietor of an estate in fee simple of the land described in:
  - A Certificate of Title Volume 11425 Folio 296 being Lot B on Plan of Subdivision 702789M:
  - B Certificate of Title Volume 11425 Folio 297 being Lot C on Plan of Subdivision 702789M;
  - C Certificate of Title Volume 11425 Folio 300 being Lot E on Plan of Subdivision 702789M; and
  - D Certificate of Title Volume 11425 Folio 299 being Lot F on Plan of Subdivision 702789M.

and commonly known as 30 Harvest Home Road, Wollert (the Land).

- On 14 October 2009, the Responsible Authority issued Planning Permit No. 711401 for the staged multi lot subdivision (Eucalypt Stages 13 to 34), removal of dry stone walls, works within a heritage overlay and construction of a dwelling on each lot less than 300m<sup>2</sup> squared. On both 7 and 8 March 2011, the Responsible Authority approved an amendment to Planning Permit No. 711401 (Planning Permit).
- D Condition 29 of the Planning Permit, provides as follows:

"Prior to the issue of the Statement of Compliance for the first stage of subdivision, unless otherwise agreed by the Responsible Authority, the permit holder must prepare a Conservation Management Plan for the land at 30 Harvest Home Road and 50C Lehmans Road, Wollert. The Conservation Management Plan must be prepared to the satisfaction of the Responsible Authority and the Department of Sustainability and Environment (DSE). The Plan must provide:

- (a) The early securing and fencing of the land from subdivision construction activity,
- (b) Protection of all areas proposed for conservation rehabilitation, revegetation and landscaping,
- (c) Pest plant and animal control, soil stabilisation, ongoing maintenance and timing and staging of all works,

(d) Implementation of native vegetation offset measures required pursuant to Planning Permit No. 711447 for the site.

The permit holder must enter into an agreement with the Responsible Authority pursuant to section 173 of the Planning and Environment Act 1987, which requires implementation of the Conservation Management Plan

The costs of the preparation and execution of the Agreement should be borne by the permit holder."

- On 5 May 2014, the Responsible Authority endorsed the conservation management plan prepared by Paul Kelly & Associates dated 10 April 2014 entitled Stockland Trust 30 Harvest Home Road Conservation Management Plan (Revised) which is annexed at Schedule 1 to this Agreement (Conservation Management Plan).
- F The parties enter into this Agreement to facilitate the requirements referred to in Recital D above.

#### It is agreed

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#### 1 Definitions and interpretation

#### 1.1 Definitions

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

- (1) Act means the Planning and Environment Act 1987;
- (2) Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;
- (3) Conservation Management Plan means the conservation management plan described in recital E:
- (4) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time;
- (5) Land means the land described in Recital B;
- (6) Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it and includes a Mortgagee in possession;
- (7) Planning Permit means the Planning Permit described in Recital C including the plans endorsed under it.
- (8) Planning Scheme means the Whittlesea Planning Scheme and any successor instrument or other planning scheme which applies to the Land;
- (9) Responsible Authority means Whittlesea City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors;
- (10) **Tribunal** means the Victorian Civil and Administrative Tribunal.

#### 2 Interpretation

In this Agreement, unless the context indicates otherwise:

A reference to this Agreement includes any variation or replacement of it.

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

#### 3 Specific obligations of the Owner

The Owner agrees that, unless otherwise agreed with the Responsible Authority, it will implement the measures and actions detailed in the Conservation Management Plan excluding those measures and actions which are identified in the Conservation Management Plan as being the responsibility of the Responsible Authority.

#### 4 Obligations run with the land

The obligations of the owner under this Agreement, take effect as separate and several covenants which are annexed to and run at law and equity with the Land. If the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

#### 5 Further obligations of the Owner

The Owner further agrees that:

#### 5.1 Notice and registration

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

#### 5.2 Mortgagee to be bound

The Owner covenants to obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes Mortgagee in possession of the Land

#### 5.3 Registration of Agreement

The Owner will do all things necessary to enable the Responsible Authority to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act including the signing of any further agreement, acknowledgement or other document.

#### 5.4 Responsible Authority's costs to be paid

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

#### 5.5 Responsible Authority access

The Owner agrees to allow the Responsible Authority to enter the Land at any reasonable time to assess compliance with this Agreement following two (2) days written notice to the Owner.

#### 6 Further assurance

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

#### 7 Agreement under section 173 of the Act

The parties acknowledge and agree that this Agreement is made pursuant to Section 173 of the Act.

#### 8 Owner's warranties

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

#### 9 Planning objectives

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

#### 10 Successors in title

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

 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and (2) execute a deed agreeing to be bound by the terms of this Agreement.

#### 11 Goods and services tax

#### 11.1 Definitions and expressions

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

#### 11.2 Liability to pay any GST

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

#### 11.3 **Costs**

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

#### 11.4 Tax Invoice

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

#### 12 General matters

#### 12.1 Service of notice

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

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

#### 12.2 Time of service

A notice or other communication is deemed served:

- (1) if delivered personally, on the next following business day;
- (2) if posted within Australia to an Australian address, two (2) business days after the date of posting and in any other case, seven (7) business days after the date of posting;
- if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that day:



(4) if received after 6.00pm in the place of receipt or on a day which is not a business day, at 9.00am on the next business day.

#### 12.3 No waiver

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

#### 12.4 Jurisdiction

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

#### 12.5 Severability

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

#### 12.6 Disputes

- (1) If there is a dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute may be referred to the Tribunal for resolution to the extent permitted by the Act.
- (2) If there is a dispute concerning any matter which is not referrable to the Tribunal under the Act, that dispute may be referred for arbitration by an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee, for arbitration.
- (3) Where provision is made in this Agreement that any matter be done to the satisfaction of the Responsible Authority or must not be done without its consent and a dispute arises in relation to such provision, the dispute may be referred to the Tribunal in accordance with Section 149(1)(b) of the Act.
- The parties are entitled to legal representation for the purposes of any arbitration or referral referred to in Clauses 12.6(2) and 12.6(3) above, and unless the Arbitrator, Chairman, nominee or the Tribunal otherwise directs, each party must bear its own costs.

#### 12.7 No fettering of Responsible Authority's powers

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

#### 13 Commencement of Agreement

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



#### 14 Amendment

The parties may agree in writing to amend this Agreement.

#### 15 Counterparts

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

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

#### 16 Ending of Agreement

This Agreement may come to an end by agreement between the parties in accordance with Section 177(2) of the Act.

Once this Agreement ends, the Responsible Authority will, within a reasonable time, following a request from the Owner and at the cost of the Owner, complete and execute all documents necessary to make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

#### 17 Ending of Previous Agreement

Upon commencement of this Agreement, the parties agree that the agreement entered into pursuant to section 173 of the Act dated 20 September 2010 registered under dealing number AH529207V on 30 September 2010 (**Previous Agreement**) will end in respect of the Land.

Once the Previous Agreement ends, the Responsible Authority will, within a reasonable time, following a request from the Owner and at the cost of the Owner, complete and execute all documents necessary to make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

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

#### SIGNED SEALED AND DELIVERED

The Chief Executive Officer on behalf of WHITTLESEA CITY COUNCIL purcuant to an instrument of Delegation authorised by Recolution of the Council in the

Name of witness (BLOCK LETTERS)

Signed for and on behalf of STOCKLAND DEVELOPMENT PTY LTD ACN 000 064 835 by attorney under power of attorney dated in the presence of

Signature of witness

MARK HAM.

Name of witness (BLOCK LETTERS)

LEVEL 7, 452 FLINDERS ST, Address of witness MELBOURNE

Name of attorney (BLOCK LETTERS)

AL101671V

22/05/2014

Executed for and on behalf of Stockland

Development Pty Ltd by its

attorney Midnael Glim Dans under the power of attorney dated 11th May 2011 A certified copy of which is filed in the

Permanent Order book No. 277

Page 030 Item 28.



### Schedule 1 Conservation Management Plan

The Conservation Management Plan which is Annexure 1 has been removed from this counterpart of the Section 173 Agreement due to difficulties of the Titles Office with imaging for recording purposes.

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

- The Responsible Authority;
- The Owner of the Land as at the date the Agreement was executed.

A copy of the counterpart agreement together with Annexure 1 is available for inspection at the offices of the Responsible Authority during normal hours upon giving the Responsible Authority reasonable notice.

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### AL203388W

03/07/2014 \$116.50 173

Application by
Responsible Authority,
for the making of a recording of an
agreement
Section 181(1) Planning and Environment Act 1987

Lodged by:

Name: Norton Rose Fulbright Australia

Phone: 8686 6000

Address: RACV Tower, 485 Bourke Street, Melbourne

Ref: TNB/PGP: 2810124

Customer Code: 1724X

Privacy Collection Statement
The information from this form is
collected under statutory authority
and is used for the purpose of

maintaining publicly searchable registers and indexes in the Victorian Land Registry.

The authority or council having made an agreement requires a recording to be made in the Register for the land.

Land: Certificate of Title Volume 11425 Folio 299

Authority or council: Whittlesea City Council

Section and Act under which

agreement made: Section 173 Planning & Environment Act 1987

A copy of the agreement is attached to this application

Date: 13 JUNE 2014

Signed: Kooselssiiii

Name: ROGER SUCIC

Office held: MANAGER GADA

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### NORTON ROSE FULBRIGHT

Dated 17 June

2014

### Planning agreement

2A Muzzlewood Way, Wollert

**Parties** 

**Whittlesea City Council** 

**Stockland Development Pty Ltd** ACN 000 064 835

Tamara Brezzi Norton Rose Fulbright Australia Level 11, 485 Bourke Street Melbourne Vic 3000 Tel: +61 3 8686 6226

nortonrosefulbright.com Our ref: TNB/PGP: 2810124 Delivered by LANDATA®, timestamp 06/06/2025 12:49 Page 3 of 14



### NORTON ROSE FULBRIGHT

#### **Contents**

1	Definitions and interpretation	. 2
2	Interpretation	. 3
3	Specific obligations of the Owner	. З
4	Obligations run with the land	. 4
5	Further obligations of the Owner	. 4
5	Further assurance	. 4
7	Agreement under section 173 of the Act	. 4
3	Owner's warranties	. 5
€	Planning objectives	. 5
10	Successors in title	. 5
11	Goods and services tax	
12	General matters	_
13	Commencement of Agreement	. 7
14	Amendment	. 7
15	Counterparts	. 7
16	Ending of Agreement	. 7
17	Removal of the Agreement from the Land	. 7
Schedu	ıle 1 Whittlesea Planning Scheme Map HO 17 (as at 27 May 2014)	10
Schedu	rle 2 Heritage Conservation Management Plan	11

Agreement dated 17 June 2014

Parties Whittlesea City Council

of 25 Ferres Boulevard, South Morang in the State of Victoria

(the Responsible Authority)

Stockland Development Pty Ltd (ACN 000 064 835)

of Level 25, 13 Castlereagh Street, Sydney in the state of New South Wales

(the Owner)

#### Recitals

- A The Responsible Authority is responsible for the administration and enforcement of the Whittlesea Planning Scheme (**Planning Scheme**) pursuant to the provisions of the Act.
- B The Owner is the registered proprietor or entitled to be registered as the proprietor of an estate in fee simple of the land described as Volume 11425 Folio 299 being Lot F on Plan of Subdivision 702789M and commonly known as 2A Muzzlewood Way, Wollert (Land).
- A part of the Land is subject to Heritage Overlay (Schedule 79) which recognises a Bluestone House, outbuildings and drystone walls as a heritage place within the Planning Scheme. The part of the Land that Heritage Overlay (Schedule 79) applies to is the land identified as 'HO79' on Whittlesea Planning Scheme Map HO 17 (as at 27 May 2014) which is annexed at Schedule 1 to this Agreement (Heritage Lot).
- On 14 October 2009, the Responsible Authority issued Planning Permit No. 711401 for the staged multi lot subdivision (Eucalypt Stages 13 to 34), removal of dry stone walls, works within a heritage overlay and construction of a dwelling on each lot less than 300m<sup>2</sup> squared. On both 7 and 8 March 2011, the Responsible Authority approved an amendment to Planning Permit No. 711401 (Planning Permit).
- E Condition 8 of the Planning Permit, provides as follows:

"Prior to the approval of construction plans for the first stage of subdivision (unless otherwise agreed in writing by the Responsible Authority), the permit holder must prepare a conservation management plan for the site to the satisfaction of the Responsible Authority. The conservation management plan must be prepared by a suitably qualified or experienced heritage consultant, in consultation with Council and must include the following:

- (a) Photographic record of the heritage place;
- (b) Recommendations with regard to appropriate conservation and/or interpretation of the heritage site;
- (c) Recommendations for on-going management of the site;
- (d) Specification of an appropriate landscaping theme for the area;
- (e) Specification of an appropriate interpretive scheme for the site detailing its heritage significance;
- (f) A schedule of works for immediate, priority or urgent works required to ensure the ongoing structural integrity and security (including exclusion

fencing) of the heritage place and an agreed timeframe for implementing such works;

- (g) A schedule of works for the restoration of the heritage place including responsibilities for any future owner(s) of the heritage place and the costings of such works. The schedule of restoration works must set out and differentiate the responsibilities of the permit holder / developer and the requirements of any future owner(s) of the land. The restoration works must include requirements for future fencing of the heritage allotment and a landscape plan prepared by a suitably qualified landscape architect which takes into account the historic context of the site;
- (h) The incorporation of any requirements by Heritage Victoria, including the need to gain a Consent from Heritage Victoria for the disturbance or removal of any archaeological elements of the heritage place.

The permit holder must enter into a Section 173 Agreement to be registered on the title of the heritage lot prior to the issue of the Statement of Compliance for the stage of subdivision that creates the heritage lot, to provide for the ongoing implementation of the approved Heritage Conservation Management Plan.

The costs of the preparation and execution of the Agreement should be borne by the permit holder."

- F On 11 April 2014, the Responsible Authority endorsed the heritage conservation management plan prepared by Bryce Rayworth dated October 2012 entitled 30 Harvest Home Road, Wollert Conservation Management Plan which is annexed at Schedule 2 to this Agreement (Heritage Conservation Management Plan).
- **G** The parties enter into this Agreement to facilitate the requirements referred to in Recital E above.

#### It is agreed

#### 1 Definitions and interpretation

#### 1.1 Definitions

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

- (1) Act means the Planning and Environment Act 1987;
- (2) Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;
- (3) Heritage Conservation Management Plan means the heritage conservation management plan described in recital F;
- (4) Heritage Lot means the land described in Recital C;
- (5) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time;
- (6) Land means the land described in Recital B;



- (7) Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Heritage Lot and includes a Mortgagee in possession;
- (8) Planning Permit means the Planning Permit described in Recital C including the plans endorsed under it.
- (9) **Planning Scheme** means the Whittlesea Planning Scheme and any successor instrument or other planning scheme which applies to the Land;
- (10) Responsible Authority means Whittlesea City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors;
- (11) Tribunal means the Victorian Civil and Administrative Tribunal.

#### 2 Interpretation

In this Agreement, unless the context indicates otherwise:

A reference to this Agreement includes any variation or replacement of it.

- (1) The singular includes the plural and the plural includes the singular.
- (2) A reference to a gender includes a reference to each other gender.
- (3) A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.
- (4) If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- (5) A reference to a statute includes any subordinate instruments made under that statute.
- (6) A reference to a statute includes any statutes amending, consolidating or replacing that statute.
- (7) All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- (8) The recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.

#### 3 Specific obligations of the Owner

The Responsible Authority and the Owner agree that:

- (1) The Heritage Conservation Management Plan applies to the Heritage Lot and does not apply to the remainder of the Land; and
- (2) The Owner will, where reasonably possible and unless otherwise agreed with the Responsible Authority, implement the recommendations detailed in part 7 of the Heritage Conservation Management Plan.

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#### 4 Obligations run with the land

The obligations of the Owner under this Agreement, take effect as separate and several covenants which are annexed to and run at law and equity with the Land. If the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

#### 5 Further obligations of the Owner

The Owner further agrees that:

#### 5.1 Notice and registration

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

#### 5.2 Mortgagee to be bound

The Owner covenants to obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes Mortgagee in possession of the Land.

#### 5.3 Registration of Agreement

The Owner will do all things necessary to enable the Responsible Authority to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act including the signing of any further agreement, acknowledgement or other document.

#### 5.4 Responsible Authority's costs to be paid

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

#### 5.5 Responsible Authority access

The Owner agrees to allow the Responsible Authority to enter the Land at any reasonable time to assess compliance with this Agreement following two (2) days written notice to the Owner.

#### 6 Further assurance

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

#### 7 Agreement under section 173 of the Act

The parties acknowledge and agree that this Agreement is made pursuant to Section 173 of the Act.

#### 8 Owner's warranties

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

#### 9 Planning objectives

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

#### 10 Successors in title

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

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

#### 11 Goods and services tax

#### 11.1 Definitions and expressions

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

#### 11.2 Liability to pay any GST

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

#### 11.3 Costs

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

#### 11.4 Tax Invoice

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

#### 12 General matters

#### 12.1 Service of notice

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



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

#### 12.2 Time of service

A notice or other communication is deemed served:

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

#### 12.3 No waiver

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

#### 12.4 Jurisdiction

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

#### 12.5 Severability

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

#### 12.6 Disputes

- (1) If there is a dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute may be referred to the Tribunal for resolution to the extent permitted by the Act.
- (2) If there is a dispute concerning any matter which is not referrable to the Tribunal under the Act, that dispute may be referred for arbitration by an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee, for arbitration.
- (3) Where provision is made in this Agreement that any matter be done to the satisfaction of the Responsible Authority or must not be done without its consent

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and a dispute arises in relation to such provision, the dispute may be referred to the Tribunal in accordance with Section 149(1)(b) of the Act.

(4) The parties are entitled to legal representation for the purposes of any arbitration or referral referred to in Clauses 12.6(2) and 12.6(3) above, and unless the Arbitrator, Chairman, nominee or the Tribunal otherwise directs, each party must bear its own costs.

#### 12.7 No fettering of Responsible Authority's powers

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

#### 13 Commencement of Agreement

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

#### 14 Amendment

The parties may agree in writing to amend this Agreement.

#### 15 Counterparts

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

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

#### 16 Ending of Agreement

This Agreement may come to an end by agreement between the parties in accordance with Section 177(2) of the Act.

Once this Agreement ends, the Responsible Authority will, within a reasonable time, following a request from the Owner and at the cost of the Owner, complete and execute all documents necessary to make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

#### 17 Removal of the Agreement

If the Land is subdivided and a new parcel(s) of land is created which does not include the Heritage Lot, the parties agree that:

(1) this Agreement will end in respect of the new parcel(s) of land; and

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the Responsible Authority will, within a reasonable time, following a request from the Owner and at the cost of the Owner, complete and execute all documents necessary to make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the new parcel(s) of land.

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

SIGNED SEALED AND DELIVERED on behalf of WHITTLESEA CITY COUNCIL in the presence of:

Name of Delegate

AL203388W 03/07/2014

Signature of Witness

KRISTEN JACKSUN

Name of witness (BLOCK LETTERS)

Signed for and on behalf of STOCKLAND **DEVELOPMENT PTY LTD ACN 000 064 835 by** attorney under power of attorney dated W-11. 1012) in the presence of:

Signature of witness

Name of attorney (BLOCK LETTERS)

ALEISHA JADE BONLD Name of witness (BLOCK LETTERS)

27 ERINKA CRES PATTERSON LAKES

Address of witness



#### Schedule 1 Whittlesea Planning Scheme Map HO 17 (as at 27 May 2014)

Whittlesea Planning Scheme Map HO 17 (as at 27 May 2014) is Annexure 1 has been removed from this counterpart of the Section 173 Agreement due to difficulties of the Titles Office with imaging for recording purposes.

A copy of the map is included in each of the counterparts to this Section 173 Agreement which are held by:

- The Responsible Authority;
- The Owner of the Land as at the date the Agreement was executed.

A copy of the counterpart agreement together with Annexure 1 is available for inspection at the offices of the Responsible Authority during normal hours upon giving the Responsible Authority reasonable notice.



# Schedule 2 Heritage Conservation Management Plan

The Heritage Conservation Management Plan which is Annexure 2 has been removed from this counterpart of the Section 173 Agreement due to difficulties of the Titles Office with imaging for recording purposes.

A copy of the Heritage Conservation Management Plan is included in each of the counterparts to this Section 173 Agreement which are held by:

- The Responsible Authority;
- The Owner of the Land as at the date the Agreement was executed.

A copy of the counterpart agreement together with Annexure 1 is available for inspection at the offices of the Responsible Authority during normal hours upon giving the Responsible Authority reasonable notice.

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# Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987

AM642738L
18/03/2016 \$119.70 173

Lodged by

Name: Stockland Development Pty Ltd

Phone:9095 5074

Address: Level 7/452 Flinders Street Melbourne

Reference: Alison Calleja Customer Code: 2944C

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

Land:

Volume 11608 Folio 219

Responsible authority:

Whittlesea City Council

Section and Act under which agreement made: Section 173

A copy of the agreement is attached to this application:

Date: 18/02/2016

Signature for responsible authority: Kes

Name of officer: (full name) KOCER SUCIC

<

#### **CLAYTON UTZ**



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

Stockland Development Pty Ltd (ACN 000 064 835) (Owner)

Whittlesea City Council (Responsible Authority)

Stage 20 Eucalypt

Clayton Utz Lawyers Level 18 333 Collins Street Melbourne VIC 3000 Australia DX 38451 333 Collins VIC T +61 3 9286 6000 F +61 3 9629 8488

www.claytonutz.com

Our reference 210/14826/80127180

Legal\311237271.1

# AM642738L 18/03/2016 \$119.70 173

# Contents

Definitions		1
Interp	oretation	2
	nants	
Plann	ing and Environment Act 1987	3
4.1	Section 173	3
4.2		
Notice	es	3
Costs		3
	ral	
7.1	Further Assurance	
7.2	Severability	4
7.3	Governing Law	. <i>.</i> 4
7.4	Owners warranties	
7.5	Successors in title	
7.6	No Waiver	
7.7	No fettering of the Responsible Authorities Powers	4
7.8	Commencement of agreement	5

AM642738L 19/03/2016 \$119.70 173

This Agreement made on 24/02/

Stockland Development Pty Limited (ACN 000 064 835) of Level 7, 452

2016

Flinders Street Melbourne Vic 3000

("Owner")

Whittlesea City Council of Ferres Boulevard, South Morang 3752

("Responsible Authority")

#### **Background**

Parties:

A. The Owner is registered as proprietor of the Lots.

- B. The Responsible Authority is the responsible authority under the Scheme.
- C. The Responsible Authority has issued the Permit for development of the Lots and adjacent land in accordance with the Permit and as set out on the Plan of Subdivision.
- D. Condition 70 of the Permit requires the Owner to enter into this Agreement in respect of the future maintenance and repair of all fences abutting open space or tree reserves.
- E. The Owner and the Responsible Authority have agreed that without limiting or restricting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement is made pursuant to section 173 of the Act.
- F. The parties enter into this Agreement:
  - (a) to give effect to the requirements of the Permit; and
  - (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Development Land.

#### Operative Provisions

#### 1 Definitions

The following words have these meanings in this Agreement unless the contrary intention appears:

Act means the Planning and Environment Act 1987 and includes any relevant regulations.

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

**Lots** mean Lot 2033 on the Plan of Subdivision PS702801B being part of the land more particularly described in Certificate of Title Volume 11608 Folio 219

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

2

**Owner** means the party registered or entitled to be registered under the Transfer of Land Act 1958 as the proprietor from time to time of any of the Lots or part of the Lots to which this Agreement applies and includes a mortgagee in possession.

Permit means planning permit no. 711401 issued under the Scheme.

Plan of Subdivision means plan of subdivision no. PS702801B

Reserve means the reserved land abutting the boundaries of the Lots.

Scheme means the Whittlesea Planning Scheme.

#### 2. Interpretation

In this Agreement, unless the context admits otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a gender includes a reference to each other gender;
- (c) a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- if a party consists of more than one person, this Agreement binds them jointly and each of them severally;
- (e) a term used in this agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- (f) A reference to an act; regulation or planning scheme includes any acts regulations or amendments amending, consolidating or replacing the act, regulation or planning scheme;
- (g) the Recitals to this Agreement are and will be deemed to form part of this Agreement.

#### 3. Covenants

The Owner covenants and agrees that the Owner:

- (a) will construct, at no cost to the Responsible Authority, all fences adjoining the Reserve, to the satisfaction of the Responsible Authority;
- (b) must maintain and repair (excluding the removal of graffiti or similar maintenance) the fence abutting the Reserve to the satisfaction of the Responsible Authority and will not seek any contribution from the Responsible Authority towards such cost, except where the damage is caused to the fence by the Responsible Authority or its representatives while it is undertaking maintenance works to the Reserve; and
- (c) will construct any replacement fence that may be erected adjoining the Reserve in a form which is in keeping with existing boundary fencing to the satisfaction of the Responsible Authority



# 4. Planning and Environment Act 1987

#### 4.1 Section 173

The Responsible Authority and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Lots may be used and developed pursuant to the Permit.

#### 4.2 Section 181

- (a) The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Lots.
- (b) The Owner further covenants and agrees that:
  - (i) the Owner will do all things necessary to give effect to this Agreement;
  - the Owner will consent to the Responsible Authority making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificates of Title of the Lots in accordance with Section 181 of the Act and do all things necessary to enable the Responsible Authority to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

#### Notices

- (a) A notice, approval, certificate, consent or other communication in connection with this Agreement must be in writing and:
  - (i) left at the address of the addressee; or
  - sent by prepaid ordinary post to the addressee's address or if the addressee notifies another address to that address; or
  - (iii) by facsimile to the facsimile number nominated for that purpose by the party.
- (b) Unless a later time is specified in the communication, a communication takes effect from the time it is received.
- (c) A communication is taken to be received on the third day after posting, if it is by post, or the time and date indicated in the transmission report, if it is by facsimile.

#### 6. Costs

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



#### 7.1 Further Assurance

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

#### 7.2 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement remain operative. The parties shall use their best endeavours to renegotiate the severed provisions, where possible.

#### 7.3 Governing Law

- (a) This Agreement is governed by the law of Victoria.
- (b) Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

#### 7.4 Owners warranties

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

#### 7.5 Successors in title

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

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

#### 7.6 No Waiver

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

#### 7.7 No fettering of the Responsible Authorities Powers

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

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# 7.8 Commencement of agreement

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

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**EXECUTED** as a deed.



**Executed** on behalf of STOCKLAND **DEVELOPMENT PTY LTD (ACN 71 000 064** 835) by Jason Anthony Show

under Power of Attorney registration dated

26/11/2012

who declares that he has no notice of revocation of the said Power of Attorney in the presence of:

Signature of Witness

The Common Seal of WHITTLESEA CITY COUNCIL was hereunto affixed on the day of with the authority of Council

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#### MEMORANDUM OF COMMON PROVISIONS

Section 91A Transfer of Land Act 1958

Lodged by:
Name: Stockland Development Py Utol
Customer Code: 2944C

23/02/2016

Dris. This

collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry

This memorandum (containing 23 page(s)) contains provisions which are intended for inclusion in instruments to be subsequently lodged for registration.

Eucalypt – Stage 20

#### **PRELIMINARY**

- This MCP has been prepared by Stockland in order to regulate the siting, form and design of A. residential development at Eucalypt in accordance with the Design Essentials, so as to create a high level of amenity for owners and residents of lots 2001 to 2033 within the plan of subdivision for Stage
- The provisions of this MCP are incorporated into the restrictions created by the plan of subdivision. B.
- The plan of subdivision restricts certain lot owners from developing a lot other than in accordance with C. the building envelope plan.
- The building envelope plan provides details of approved building envelopes. D.
- This MCP provides the information necessary to interpret the approved building envelopes. E.
- Some of the matters addressed in this MCP are not covered by or are amendments to the Regulations F. and Scheme. All provisions not addressed in this MCP are as required in the Regulations and Scheme.
- This MCP is retained by the Registrar of Titles pursuant to section 91(A) of the Transfer of Land Act. G.

#### **PROVISIONS**

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

On a lot marked with a 'D' on the building envelope plan the identifier codes relating to the height and setback profiles or a front setback measurement do not apply if the lot is to be developed for multiple dwellings. In that case, the relevant requirements under the Scheme apply.

Approval No. 2904119A



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



#### 1 Text of restrictions

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

#### 1.1 Neighbourhood character (clause 54.02-1)

The design of a building must be in accordance with clause 54.02-1 (Neighbourhood character) in the Scheme.

The proposed design must be a contemporary architectural style that responds to other dwellings in the street.

#### 1.2 Integration with the street (clause 54.02-2)

The layout of the development must be in accordance with clause 54.02-2 (Integration with the street) in the Scheme, except as specified below.

The entry of a building must be visible from the street and must incorporate a verandah, entrance portico or covered porch at the front door.

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

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

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

A building on a corner lot may encroach not more than 300 millimetres into the setback on a side street for a maximum length of 10 per cent of the building wall facing that side street.

Balconies, verandahs, open porches, covered walkways and porticos that are less than 4.5 metres high and eaves, facias and gutters, may encroach not more than 1.5 metres into the minimum front setback and 1 metre into the setback on a side street or laneway for a dwelling or garage. Façade treatments and / or covered balconies or verandahs on the second storey of a building that are less than 6.6 metres high may encroach not more than 1.5 metres into the minimum front setback.

A garage on a lot, except on lots 2005 and 2006, must be set back at least 5 metres from the front boundary of the lot and must be set back at least 840 millimetres behind the front street building line of the dwelling. Where a second



storey section of the dwelling is directly above at least 50 per cent of the garage, the garage can be constructed to the front building line

A garage on lots 2005 and 2006 must be set back at least 3 metres from the front boundary of the lot.

A garage with access facing the side street boundary of a corner lot, except on lots 2004 and 2007, must be set back at least 840 millimetres behind the side street building line of the dwelling. Where a second storey section of the dwelling is directly above at least 50 per cent of the garage, the garage can be level with the side street building line.

A garage on lots 2004 and 2007 must not be set back forward of the side street building line.

A garage on a lot accessed from a laneway to the rear or side boundary must be setback a minimum of 500 millimetres from that boundary.

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

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

The height of a building on a lot must not exceed 10 metres unless the slope of the natural ground level at any cross section wider than 8 metres of the site of the building is 7.5 degrees or more, in which case the maximum building height should not exceed 12 metres.

Outbuildings must not exceed 3.6 metres in height and be located to minimise their visual impact.

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

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

Buildings on lots marked with a ' ● ' or a '\*' on the building envelope plan must not occupy more than 70 per cent of the lot.

#### 1.6 Permeability (regulation 412 and clause 54.03-4)

The maximum area of impermeable surfaces on a lot must be in accordance with regulation 412 (Permeability) in Part 4 of the Regulations and clause 54.03-4 in the Scheme, except as specified below.



The area of impermeable surfaces (including the driveway) within the front garden of a lot, except when marked with a ' • ' or a '\* on the building envelope plan, must not exceed 60 per cent. The area of impermeable surfaces (including the driveway) within the front garden of a lot marked with a ' • ' or a '\* on the building envelope plan must not exceed 70 per cent.

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

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

Side and rear setbacks for building elements (such as walls and roof coverings) must comply with the requirements specified in the height and setback profiles noted below and shown on the plan by the identifier code. On any lot, except a lot with a profile identifier code SP-A-3, SP-B-3 or SP-A-4 on the building envelope plan or a corner lot, the side boundary profile identifier codes shown on the plan can be interchanged provided that there is a profile identifier code SP-A-1 on one side boundary and a profile identifier code SP-B-1 on the opposite side boundary.

The following may encroach not more than 0.5 metre into the minimum side and rear setback specified in the height and setback profiles noted below and shown on the plan by the identifier code.

- Porches and verandahs.
- Masonry chimneys.
- Sunblinds.
- Screens (to the extent needed to protect a neighbouring property from a direct view).
- Flues and pipes.
- Domestic fuel tanks and water tanks.
- Heating and cooling equipment and other services.

The following may encroach into the minimum side and rear setback specified in the height and setback profiles noted below and shown on the plan by the identifier code.

- Landings with a maximum area of 2 square metres and a maximum height of 1 metre.
- Unroofed stairways and ramps.
- Pergolas.
- Shade sails.
- Eaves, facias and gutters not more than 0.6 metre in total width.
- Outbuildings not exceeding 10 square metres in area and 3 metres in height.

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



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

Walls constructed on a boundary must be in accordance with regulation 415 (Walls on boundaries) in Part 4 of the Regulations and clause 54.04-2 in the Scheme, except as specified below.

A dwelling wall on a rear boundary must be setback 1 metre except for a garage which may be constructed on the rear boundary.

A dwelling wall constructed on a side boundary of a lot marked with a ' • ' or a '\* on the building envelope plan must not exceed 20 metres or the length of any existing abutting dwelling wall, whichever is greater.

On a lot marked with a ' • ' or a '\* ' the height of a wall constructed on or within 150 millimetres of a side boundary must not exceed a maximum or average of 6.9 metres, unless abutting a higher existing or simultaneously constructed wall, in which case it may be constructed to the same height as that wall. On a lot boundary with a profile identifier code SP-A-4 shown on the building envelope plan, a wall on or within 150 millimetres of that boundary may be constructed which does not exceed a maximum or average of 8 metres in height.

Walls on boundaries which are shared with lots which are not beneficiaries of this restriction are not dealt with by this building envelope except where annotated on the building envelope plan.

#### 1.9 Daylight to existing habitable room windows (regulation 416 and clause 54.04-3)

The provision of daylight to existing habitable room windows must be in accordance with regulation 416 (Daylight to existing habitable room windows) in Part 4 of the Regulations and clause 54.04-3 in the Scheme, except as specified below.

For the purposes of regulation 416 and clause 54.04-3, clear to the sky means an unroofed area, an area roofed with a material that transmits at least 90 per cent of light or an area roofed with eaves, fascias and gutters not exceeding 300 millimetres in total width.

Daylight to existing habitable room windows on lots that are not beneficiaries of this restriction are not dealt with by this building envelope except where annotated on the building envelope plan.

#### 1.10 Solar access to existing north-facing habitable room windows (regulation 417 and clause 54.04-4)

The provision of solar access to existing north-facing habitable room windows must be in accordance with regulation 417 (Solar access to existing north-facing habitable room windows) in Part 4 of the Regulations and clause 54.04-4 in the Scheme, except as specified below.



Reference to an existing north-facing habitable room window, in the case of buildings on lots contained within this MCP, refers to ground floor windows only.

Any north-facing habitable room window at ground level to be constructed in a building on a lot must be clear to the sky and setback more than 3 metres from the north boundary of that lot if it is to be considered, once constructed, an existing north-facing habitable room window for the purposes of regulation 417 and clause 54.04-4.

Solar access to existing north-facing habitable room windows on lots which are not beneficiaries of this restriction is not dealt with by this building envelope except where annotated on the building envelope plan.

#### 1.11 Overshadowing of recreational private open space (regulation 418 and clause 54.04-5)

Any overshadowing of recreational private open space must be in accordance with regulation 418 (Overshadowing of recreational private open space) in Part 4 of the Regulations and clause 54.04-5 in the Scheme, except as varied as a consequence of other restrictions in this MCP.

Where sunlight to the secluded private open space of an existing dwelling is reduced, at least 25 square metres with a minimum dimension of 3 metres of secluded private open space should receive a minimum of 5 hours of sunlight between 9 am and 3 pm on 22 September. The 25 square metres minimum area with a minimum dimension of 3 metres can be measured in different locations during the day provided the area is always secluded private open space.

Overshadowing by buildings and fences of lots which are not beneficiaries of this restriction is not dealt with by this building envelope except where annotated on the building envelope plan.

#### 1.12 Overlooking (regulation 419 and clause 54.04-6)

Any overlooking of a habitable room window or secluded private open space of an existing dwelling on an adjoining lot must be in accordance with regulation 419 (Overlooking) in Part 4 of the Regulations and clause 54.04-6 in the Scheme, except as varied as a consequence of other restrictions in this MCP.

This requirement applies to any habitable room window, balcony, terrace, deck or patio of a dwelling on a lot within the specified overlooking control area (as indicated in the relevant height and setback profiles), that has direct views into an adjoining lot.

Overlooking of lots which are not beneficiaries of this restriction is not dealt with by this building envelope except where annotated on the building envelope plan.



#### 1.13 Private open space (regulation 421 and clause 54.05-2)

A dwelling on a lot must provide private open space as specified in regulation 421 (Private open space) in Part 4 of the Regulations and clause 54.05-2 in the Scheme, except as specified below.

A dwelling on a lot marked with a ' • 'on the building envelope plan must have private open space consisting of a minimum area of 40 square metres.

A dwelling on a lot marked with a ' \* 'on the building envelope plan must have private open space consisting of a minimum area of 38 square metres.

#### **1.14 Design detail (clause 54.06-1)**

Design detail must be in accordance with clause 54.06-1 (Design detail) in the Scheme, except as specified below.

#### 1.14.1 Multiple storeys

A building on a lot marked with a 'M' must have at least two storeys above natural ground level.

#### 1.14.2 Entry / front façade

Where a dwelling is 13 metres wide or greater at least one of the following requirements must be met:

- the front façade must be articulated with a set back in the front wall of at least 840 millimetres (in addition to any set back of a garage);
- a portico or verandah with a minimum area of 10 square metres and a minimum depth of 1.5 metres; and
- a verandah for the full length of the frontage of the dwelling (excluding the garage).

An entry recess will not be considered an articulation in the façade.

The front façade of a dwelling must contain windows.

#### 1.14.3 Roofs

A pitched roof of a dwelling visible from the street or public open space must have a minimum pitch of 22.5 degrees unless it is a skillion or curved roof.

Galvanised or zinc finishes or fibre cement roofing materials are prohibited.



#### 1.14.4 External walls

A parapet wall on a side of a dwelling must return around the front of the dwelling at least 480 millimetres. Where a side parapet wall is continuous with a parapet wall on the front of a dwelling, the side parapet must match the front parapet detailing.

Unpainted fibre cement and galvanised iron are prohibited.

Reflective glass and leadlight contained in external windows and doors visible from a street and / or public reserve are prohibited.

An external wall built on a boundary must be of a quality of construction, finish and cleaned to match the external walls of the dwelling.

#### 1.14.5 Corner lots

A dwelling on a corner lot must be designed to address (at each level) both the front and side street or public open space.

The materials and colours of a façade facing the side street of a dwelling on a corner lot must match the front façade materials and colours.

The façade of a dwelling facing a side street on a corner lot must contain windows at each level. Blank walls facing a side street are prohibited.

Windows that are readily visible from the street (for example, windows on the front elevation, ground floor windows forward of the corner fence and upper storey windows) must be consistent in style and proportion. As a minimum, these windows must be within 8 metres of the front boundary with a maximum sill height of 1.25 metres above finished floor level.

#### **1.14.6 Garages**

A dwelling on a lot, except when marked with a '•' on the building envelope plan, must provide either:

- a double garage attached to the dwelling, providing for two cars side by side, which must be not exceed 7 metres in width, measured as the internal clear width plus external wall; or
- a single garage attached to the dwelling, providing for one car or two cars in tandem, which must be of a width between 3.5 metres and 4 metres measured internally.

A garage with access facing the rear boundary of a lot can be detached from the dwelling.



A dwelling on a lot marked with a '•' on the building envelope plan, must provide a garage attached to the dwelling which must be of a width between 3.5 metres and 4 metres measured internally facing the front or side street boundary. In lieu of a single car garage, a dwelling on a corner lot or a lot with garage access facing the rear boundary both marked with a '•' on the building envelope plan, may provide a double garage attached to the dwelling which must be not exceed 7 metres in width measured externally.

A garage must be built at the same time as the dwelling.

#### Carports are prohibited.

A single garage, additional to a double garage, is prohibited except on a lot with a minimum 20 metres frontage. The additional garage must be constructed at the same time as the dwelling and must include:

- a minimum set back of its front wall / door of 840 millimetres from the front wall / door of the double garage door; and
- a maximum width of 4 metres externally.

#### 1.15 Fencing (regulations 424 to 430 and clause 54.06-2)

All fences must be in accordance with regulations 424 to 430 in part 4 of the Regulations and clause 54.06-2 in the Scheme, except as specified below.

Some side and rear fencing may be provided to specific lots by Stockland. These fences must not be removed without written approval from Stockland. Where Stockland does not provide fencing, fencing plans must be submitted to Stockland as part of the design approval process.

#### 1.15.1 Front fencing

A front fence or retaining wall must:

- complement the style and colour scheme of the dwelling;
- not exceed 1 metre in height;
- return along both side boundaries at 90 degrees to connect back to the side fences and / or walls;
- be constructed of timber, steel or aluminium pickets and / or masonry, brick and stone;
- be at least 50 per cent transparent.

Chain mesh and chain link fencing systems are prohibited.



#### 1.15.2 Side and rear fencing not abutting a street or public open space

Side and rear fencing not abutting a road or public open space must be constructed of pre-coated metal sheeting panels in accordance with the fencing requirements detailed in the Design Essentials provided that:

- it is not more than 1.8 metres in height from the rear boundary to a point at least 2 metres behind the front building line (measured at the perpendicular from the dwelling side wall) and at that point it returns at 90 degrees to the dwelling to connect to the side of the dwelling or garage wall;
- it is constructed at the same time as the dwelling.

On a lot with a side boundary that forms the rear boundary of an adjoining lot, the side fence on that boundary can continue to the front boundary.

#### 1.15.3 Side fencing abutting a local street or public open space

Side boundary fencing (abutting a local street or public open space) must be constructed of pre-coated metal sheeting / panels in accordance with the fencing requirements detailed in the Design Essentials provided that:

- it does not exceed 1.8 metres in height for a maximum 60 per cent of the side street boundary commencing at the rear lot boundary;
- on sloping sites it is appropriately stepped.

#### 1.16 Driveways

A driveway must be constructed within one year of the issuing of the certificate of occupancy for the dwelling.

A driveway, except on a lot marked with a ' • ' or a '\*' on the building envelope plan, must allow for a minimum offset of 0.5 metre from the nearest side boundary to allow for the establishment of a landscape garden along that side boundary.

A driveway on a lot marked with a '\*' on the building envelope plan, must allow for a minimum offset of 0.3 metre from the nearest side boundary to allow for the establishment of a landscape garden along that side boundary.

A driveway must taper to align with the location and extent of the crossover provided to the lot.

A driveway must be constructed from one of the following materials:

- stamped or patterned coloured concrete;
- brick, slate or natural stone pavers,
- exposed aggregate coloured concrete;

Plain concrete driveways (in light-grey 'standard' concrete) are prohibited.



#### 1.17 Front Garden

Your front garden must be completed within one year of the issuing of the certificate of occupancy for the dwelling.

1.18 Clothes drying and airing facilities, rainwater tanks, cooling and heating plant, solar pool heating coils, aerials or satellite dishes and similar service facilities

A clothes drying or airing facility, rainwater tank, cooling or heating plant, solar pool heating coil, aerial or satellite dish and similar service facilities except solar panels, visible from any street or public open space are prohibited. Galvanised or zinc finishes on water tanks are prohibited.

#### 1.19 One dwelling on a lot

Except for lots marked with a 'D' on the building envelope plan, one dwelling only may be constructed on the lot.

#### 1.20 Approval of dwelling design

The design of a dwelling to be built on any lot on the plan of subdivision must be approved by Stockland prior to making formal application for a building permit in accordance with the Design Essentials.

#### 2 Notes on this MCP

- 2.1 In the case of conflict between the plan and these written notations, the specifications in the written notations prevail.
- 2.2 Ground level after engineering works associated with subdivision is to be regarded as natural ground level.
- 2.3 Buildings must not cover registered easements unless approved by the relevant authority.
- Edge lots are those lots that are part of the same certified plan of subdivision but share one or more common boundaries with or otherwise adjoin a lot that is not part of the same certified plan of subdivision. Regulation 406 in Part 4 of the Regulations and clause 56.04-2 in the Scheme, apply to each edge lot irrespective of Section 1 of this MCP.
- 2.5 Stockland provides each lot with a single crossover. Relocation of crossovers is only permitted with prior approval from Stockland and the City of Whittlesea. Relocated crossovers must be constructed at the lot owners expense in accordance with the City of Whittlesea specifications and be of the same finish as that originally provided by Stockland. The existing crossover must be removed and the verge, kerb and footpath constructed to the same standard as the adjoining verge, kerb and footpath at the expense of the lot owner.



#### **3** General definitions

In this MCP:

- approved building envelope means the building envelope shown for a particular lot in the Building Envelope Plan and has the same meaning as in regulation 406 of the Regulations;
- (2) **building** has the same meaning as in the Building Act;
- (3) **Building Act** means the act of the Victorian Parliament known as the *Building Act* 1993 and any re-enactment or replacement of that act;
- building envelope means an area within each lot (defined by the particular lot setbacks) where development of a dwelling, shed and garage is allowed subject to the particular provisions of this document, and the Scheme;
- (5) **building envelope plan** means the plan which is attached to this MCP and which shows the Approved Building Envelopes, certain setbacks and other related matters for the lots within the Plan of Subdivision;
- **building permit** means a building permit in terms of the Building Act;
- (7) clear to the sky has the same meaning as in the Regulations;
- control includes a restriction in terms of the Subdivision Act 1988, an agreement under section 173 of the Planning and Environment Act 1987 (PE Act), a provision of an Act (other than the Building Act), a regulation (other than the Building Regulations), a requirement of a referral authority (in terms of section 55 of the PE Act) or an order of a Court or tribunal, which relates to the siting of a Building;
- (9) corner lot means a lot with a corner where each boundary connects to a street or public open space:
- (10) **Design Essentials** means the Eucalypt: Gateway Design Essentials Requirements prepared by Stockland, as amended from time to time;
- (11) dwelling has the same meaning as in the Scheme;
- (12) frontage has the same meaning as in the Scheme;

- (13) **front garden** includes any area between the building line and the front boundary of a lot and side street boundary or boundary abutting public open space of a corner lot that is visible from a street;
- (14) habitable room has the same meaning as in the Scheme;
- (15) height has the same meaning as in the Regulations;
- (16) lot has the same meaning as in the Building Act;
- (17) MCP means this memorandum of common provisions;
- (18) north (true north) has the same meaning as in the Regulations;
- on the boundary means a setback of up to 150 millimetres from the lot / property boundary is deemed to be on the boundary;
- plan of subdivision means plan of subdivision number PS702801B;
- (21) private open space has the same meaning as in the Regulations;
- raised open space has the same meaning as in the Regulations;
- (23) recreational private open space has the same meaning as in the Regulations;
- **Regulations** means the *Building Regulations* 2006 or any subsequent regulations made pursuant to the Building Act which relate the siting of a Building;
- (25) Scheme means the Whittlesea Planning Scheme;
- secluded private open space has the same meaning as in the Regulations;
- (27) setback has the same meaning as in the Regulations;
- side boundary means a boundary of a lot that runs between and connects the street frontage of the lot to the rear boundary of the lot;
- (29) single dwelling has the same meaning as in the Regulations;
- (30) site coverage has the same meaning as in the Regulations,



- (31) storey has the same meaning as in the Scheme;
- (32) Stockland means Stockland Developments Pty Ltd;
- (33) street, for the purposes of determining street setbacks, means any road other than a footway or carriageway easement, and
- (34) window has the same meaning as in the Regulations.

# 4 Diagrams and plans

# 4.1 Explanation of symbols and terms in diagrams and plans



# **NOTATIONS**

SP-A-1 SP-D-1

SP-A-3 RP-A-1

SP-B-1 SP-B-3

Building envelope profile (refer 4.2 and 4.3 following) to be applied to the particular boundary (refer plans in 4.5).

Note the frontage setback and easement width is designated on the plan.

4

Frontage setback

**-** -<sub>2</sub> -

2 metres wide easement

3

3 metres wide easement

• ×

Special lot requirements (refer text)

2016

Lot number



Designated vehicle crossover to lot (no other vehicular access point is permitted to a lot, except with the approval of Stockland and the City of Whittlesea).

#### PARTICULAR LOT REQUIREMENTS FOR STAGE 20

Nil

Detailed design of roads, crossovers and footpaths is provided in the relevant Engineering Plans.

Additional easements may be required subject to detailed engineering assessment.

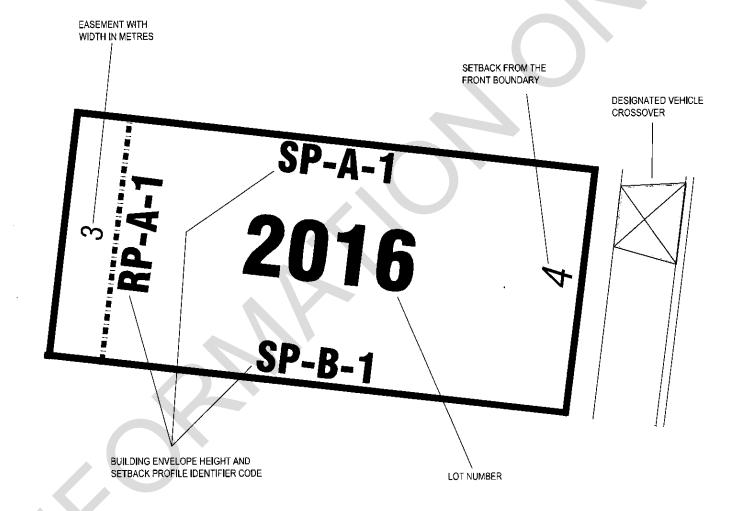
Detailed design of landscape works is provided in the relevant Landscape Plans.

All details subject to approval by the City of Whittlesea.

# 4.2 Diagrams illustrating the interpretation of the building envelope and the annotation with respect to all edge lots in this stage development

THE BUILDING ENVELOPES ON ALL LOTS LOCATED ON THE BOUNDARY OF THIS DEVELOPMENT STAGE (EDGE LOTS) ARE ENDORSED BY THE CITY OF WHITTLESEA AS APPROVED BUILDING ENVELOPES.





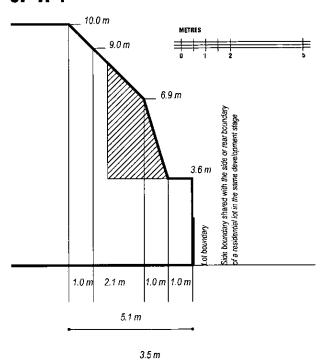


# 4.3 Profiles referenced in the building envelope plan

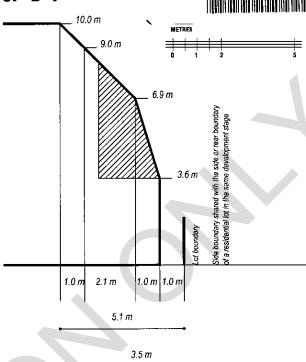
# AA



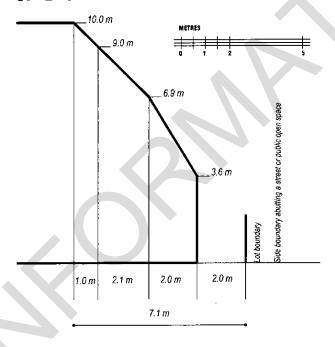




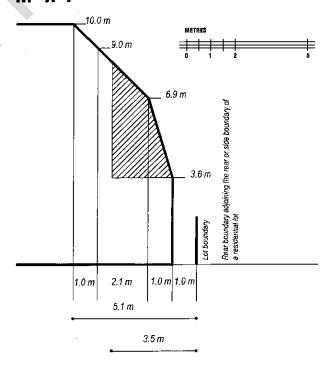
SP-B-1



SP-D-1



RP-A-1



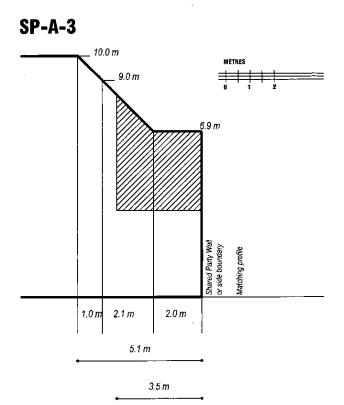
#### **EASEMENT REQUIREMENT**

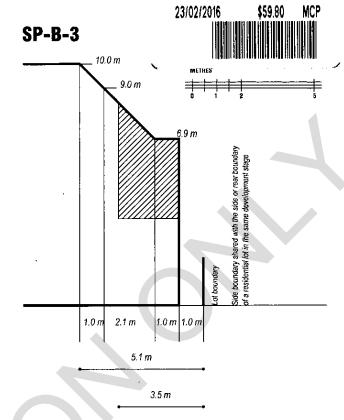
WHERE A PROFILE WHEN APPLIED COVERS AN EASEMENT, THE PORTION OF THE PROFILE ABOVE THE EASEMENT CANNOT BE CONSIDERED FOR APPROVAL / BUILT UPON. THIS MAY VARY ONLY IN THE CIRCUMSTANCES WHERE BUILDING ON THE EASEMENT RECEIVES PRIOR WRITTEN CONSENT OF THE RELEVANT AUTHORITY.

m METRES

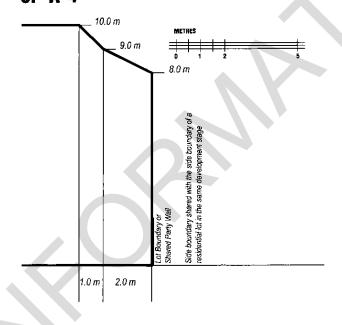


# **AA293**1

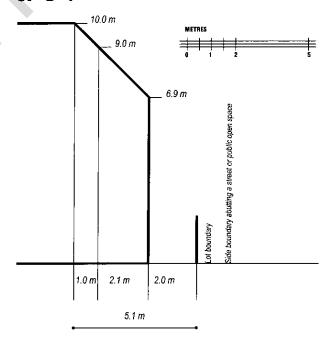




# SP-A-4



# SP-D-4



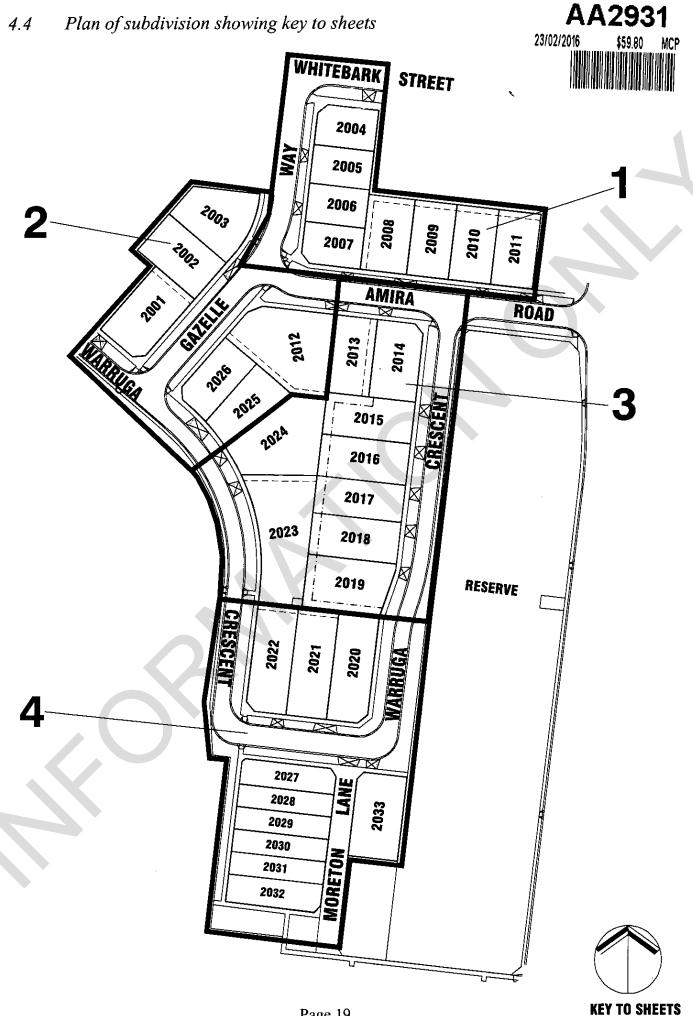
#### **EASEMENT REQUIREMENT**

WHERE A PROFILE WHEN APPLIED COVERS AN EASEMENT, THE PORTION OF THE PROFILE ABOVE THE EASEMENT CANNOT BE CONSIDERED FOR APPROVAL / BUILT UPON. THIS MAY VARY ONLY IN THE CIRCUMSTANCES WHERE BUILDING ON THE EASEMENT RECEIVES PRIOR WRITTEN CONSENT OF THE RELEVANT AUTHORITY.

m METRES



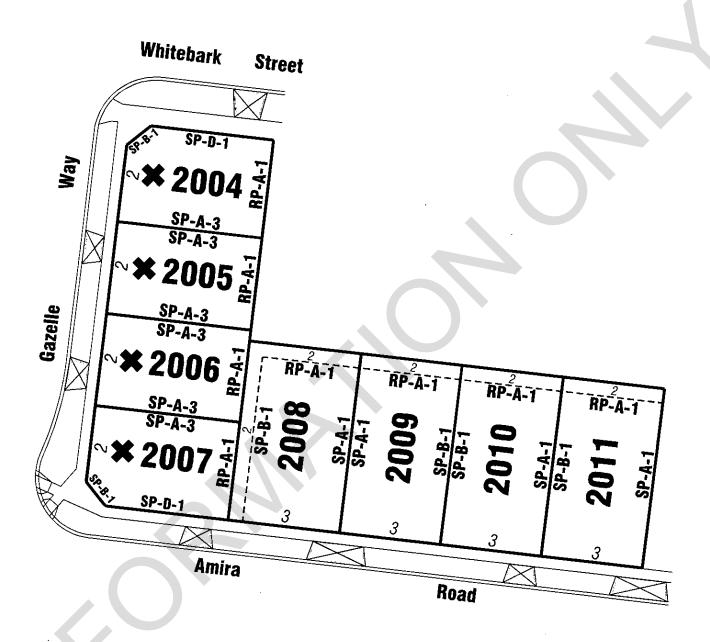
OVERLOOKING CONTROL AREA (refer 'Overlooking' in text)

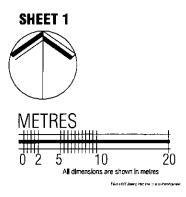


Page 19

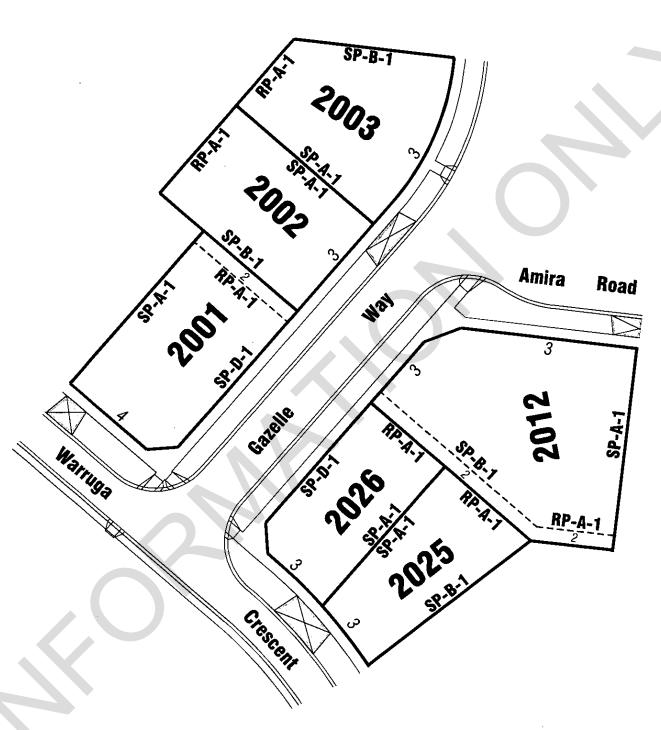
4.5 Plan of subdivision showing building envelope height and setback profile identifier code

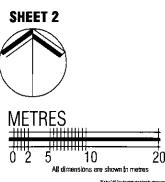






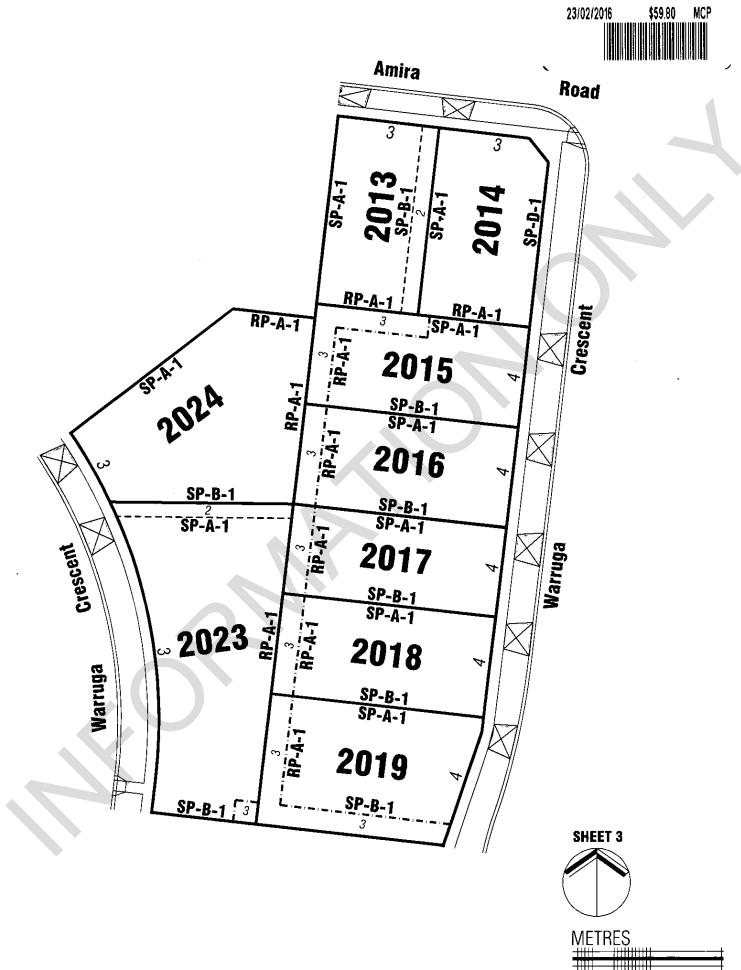




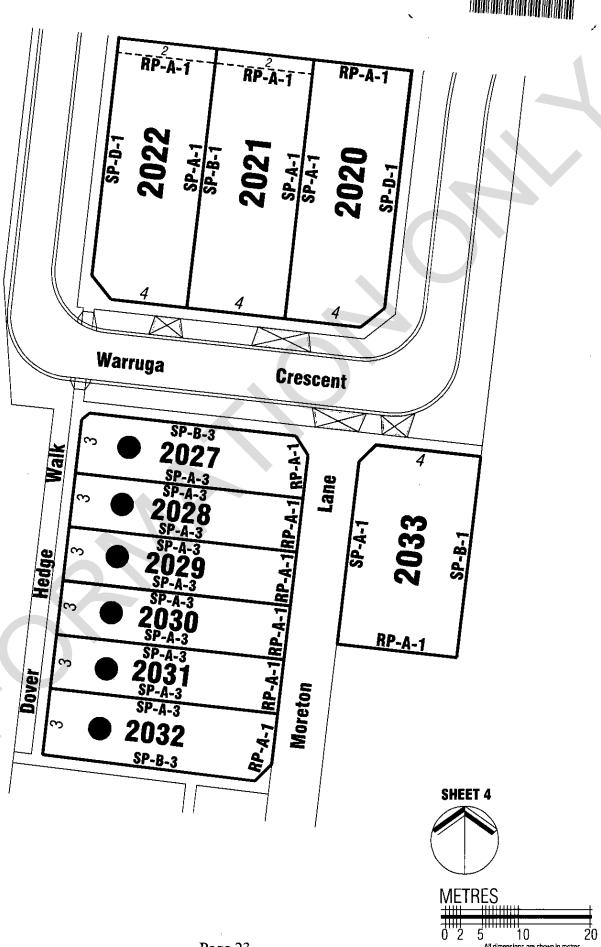


Page 21

# **AA2931** 23/02/2016



AA2931 23/02/2016 \$59.80 MCP



# **Imaged Document Cover Sheet**

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Signed by Council: Whittlesea City Council, PP Ref: 711401, Cert Ref: 608907, Original Certification: 30/09/2015, Recertification: 15/03/2016, S.O.C.: 29/03/2016

# PLAN OF SUBDIVISION

LV use only

Council Ref:

Plan Number

**EDITION** 

Council Name: WHITTLESEA CITY COUNCIL

**PS 702801B** 

Location of Land

Parish:

WOLLERT

Township: Section:

11

Crown Allotment: Crown Portion:

1 (PART)

Title Reference:

VOL FOL

Last Plan Reference: LOT 20 ON PS731992B

Postal Address: (at time of subdivision)

WOLLERT 3750 327 225

WARRUGA CRESCENT

MGA 94 Co-ordinates E (of approx. centre of land in plan)

RESERVE No.3

N 5 835 240

Zone: 55

Vesting	of Roads and/or Reserves		
ldentifier	Council/Body/Person		
ROAD R1 RESERVE No.1 RESERVE No.2	WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD (ABN 91 064 651 118)		

WHITTLESEA CITY COUNCIL

**Notations** This ⇔/is not a staged subdivision Planning Permit No. 711401 Staging

This plan is/ie not based on survey VIDE PS636382L Survey

This survey has been connected to permanent marks no(s) 8, 27, 43 In Proclaimed Survey Area No. -

Depth Limitation DOES NOT APPLY

TANGENT POINTS ARE SHOWN THUS:

LOTS 1 TO 2000 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN AREA OF LAND SUBDIVIDED - 3-050ha

#### OTHER PURPOSE OF PLAN

TO REMOVE THOSE PARTS OF EASEMENT E-4 ON PS731992B NOW CONTAINED IN MORETON LANE AND DOVER HEDGE WALK ON THIS PLAN

## GROUNDS FOR REMOVAL OF EASEMENT

AGREEMENT BY ALL INTERESTED PARTIES

Easement Info	rmation
---------------	---------

Legend:	E — Encumbering Easement, Condition in Crown Grant in	A — Appurtenant Easement
	the Nature of an Easement or Other Encumbrance	R — Encumbering Easement (Road)

				, ,	
Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of	
E-1	PARTY WALL	SEE DIAG	THIS PLAN	THE RELEVANT ABUTTING LOT ON THIS PLAN	
E-2 E-2	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG		WHITTLESEA CITY COUNCIL YARRA VALLEY WATER CORPORATION	

EUCALYPT - 20 33 LOTS

Bosco Jonson Pty Ltd

A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992



LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER

SIGNATURE DIGITALLY SIGNED DATE

REF 7201203 11/04/16 VERSION Q DWG 720120AQ

PLAN REGISTERED TIME: 11.40 Am DATE: 11/04/16

Sheet 1 of 6

Original sheet size A3

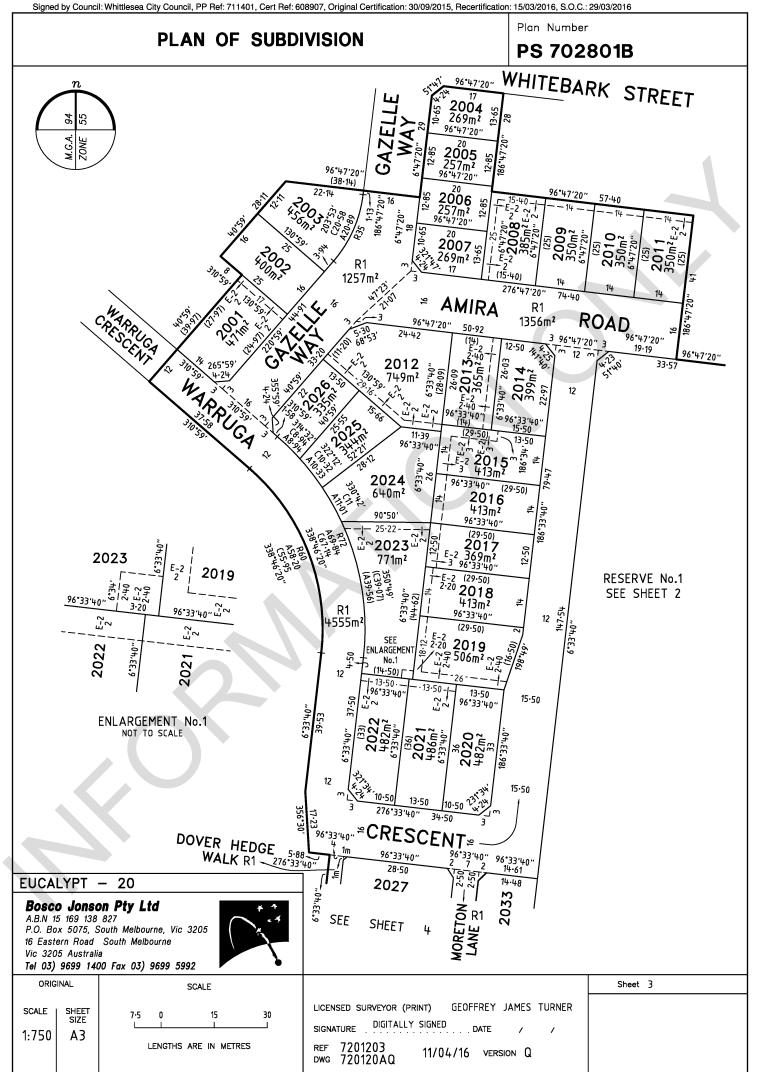
M.Holloway Assistant Registrar of Titles Delivered by LANDATA®, timestamp 06/06/2025 12:49 Page 2 of 7 Signed by Council: Whittlesea City Council, PP Ref: 711401, Cert Ref: 608907, Original Certification: 30/09/2015, Recertification: 15/03/2016, S.O.C.: 29/03/2016 Plan Number PLAN OF SUBDIVISION **PS 702801B** WHITEBARK STREET 2004 2005 96°47'20" (38-14) 96°47′20″ ₹00,5 2006 2010 ₹002 2007 AMIRA 2001 ROAD SEE SHEET 3 2013 33·57 96°47′20″ 2014 2012 2026 2025 2015 2024 2016 2017 2023 2018 **RESERVE** 276\*34 2019 No.2 ≅ 33·6m² 96°34 RESERVE No.1 2020 9356m<sup>2</sup> CRESCENT 5·88 276°33′40′ 2027 2028 2033 2029 2030 16·61 276°33′40 2031 2032 DOVER HEDGE WALK 276°33′40″ EUCALYPT -20 276°33′40′ Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205 276°33′40 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992 ORIGINAL Sheet 2 SCALE LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER SCALE SHEET SIZE 20 DIGITALLY SIGNED 1:1000 Α3

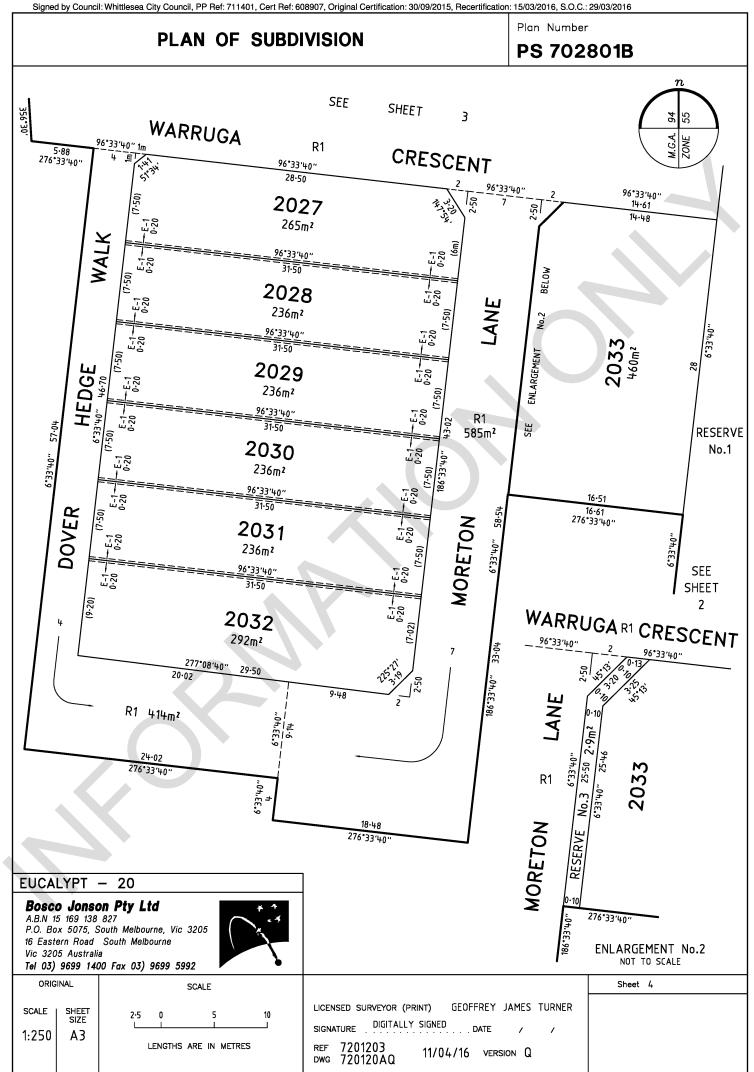
7201203

DWG 720120AQ

11/04/16 VERSION Q

LENGTHS ARE IN METRES





# PLAN OF SUBDIVISION

Plan Number

PS 702801B

### CREATION OF RESTRICTION 'A'

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

#### DESCRIPTION OF RESTRICTION

TABLE OF LAND BURDENED AND LAND BENEFITED

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
2002	2001, 2003
2003	2002
2004	2005
2005	2004, 2006
2006	2005, 2007, 2008
2007	2006, 2008
2008	2006, 2007, 2009
2009	2008, 2010
2010	2009, 2011
2011	2010
2012	2013, 2015, 2024, 2025, 2026
2013	2012, 2014, 2015
2014	2013, 2015
2015	2012, 2013, 2014, 2016, 2024

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
2016	2015, 2017, 2024
2017	2016, 2018, 2023
2018	2017, 2019, 2023
2019	2018, 2020, 2021, 2023
2020	2019, 2021
2021	2019, 2020, 2022, 2023
2022	2021, 2023
2027	2028
2028	2027, 2029
2029	2028, 2030
2030	2029, 2031
2031	2030, 2032
2032	2031
2033	2027

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN

- 1. SHALL NOT BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT ANY BUILDING OTHER THAN A BUILDING THAT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE ENDORSED MEMORANDUM OF COMMON PROVISIONS (MCP) REGISTERED IN DEALING NO. AA2931.
- 2. SHALL NOT MAKE AN APPLICATION TO AMEND A BUILDING ENVELOPE UNLESS THE AMENDMENT IS TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY AND ANY CRITERIA OR MATTERS THAT MUST BE CONSIDERED BY THE RESPONSIBLE AUTHORITY IN DECIDING ON AN AMENDMENT TO A BUILDING ENVELOPE.

THE BUILDING ENVELOPES SHALL CEASE TO HAVE EFFECT ON THE LOT CONTAINING THE ENVELOPE TEN YEARS AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THE LOT CONTAINING THE ENVELOPE.

3. SHALL NOT ERECT ANY BUILDINGS ON THE LOT UNLESS THE PLANS FOR SUCH BUILDINGS ARE ENDORSED BY STOCKLAND DEVELOPMENT PTY LTD PRIOR TO THE ISSUE OF THE BUILDING PERMIT.

THE REQUIREMENT FOR SUCH ENDORSEMENT SHALL CEASE TO HAVE EFFECT ON THE LOT ONE YEAR AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THAT LOT.

## EUCALYPT - 20

## **Bosco Jonson Pty Ltd**

A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992



ORIG	INAL	SCALE
SCALE	SHEET SIZE A3	LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER
SIGNATURE DIGITALLY SIGNED DATE / /

REF 7201203 DWG 720120AQ 11/04/16 VERSION Q Sheet 5

Signed by Council: Whittlesea City Council, PP Ref: 711401, Cert Ref: 608907, Original Certification: 30/09/2015, Recertification: 15/03/2016, S.O.C.: 29/03/2016

# PLAN OF SUBDIVISION

Plan Number

PS 702801B

#### CREATION OF RESTRICTION 'B'

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

#### DESCRIPTION OF RESTRICTION

TABLE OF LAND BURDENED AND LAND BENEFITED

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN		
2001	2002		
2023	2017, 2018, 2019, 2021, 2022, 2024		
2024	2012, 2015, 2016, 2023, 2025		
2025	2012, 2024, 2026		
2026	2012, 2025		

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN

- 1. SHALL NOT BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT ANY BUILDING OTHER THAN A BUILDING THAT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE ENDORSED MEMORANDUM OF COMMON PROVISIONS (MCP) REGISTERED IN DEALING NO. AA2931.
- 2. SHALL NOT MAKE AN APPLICATION TO AMEND A BUILDING ENVELOPE UNLESS THE AMENDMENT IS TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY AND ANY CRITERIA OR MATTERS THAT MUST BE CONSIDERED BY THE RESPONSIBLE AUTHORITY IN DECIDING ON AN AMENDMENT TO A BUILDING ENVELOPE.

THE BUILDING ENVELOPES SHALL CEASE TO HAVE EFFECT ON THE LOT CONTAINING THE ENVELOPE TEN YEARS AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THE LOT CONTAINING THE ENVELOPE.

3. SHALL NOT ERECT ANY BUILDINGS ON THE LOT UNLESS THE PLANS FOR SUCH BUILDINGS ARE ENDORSED BY STOCKLAND DEVELOPMENT PTY LTD PRIOR TO THE ISSUE OF THE BUILDING PERMIT.

THE REQUIREMENT FOR SUCH ENDORSEMENT SHALL CEASE TO HAVE EFFECT ON THE LOT ONE YEAR AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THAT LOT.

EUCALYPT - 20

**Bosco Jonson Pty Ltd** 

A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia



Tel 03) 9699 1400 Fax 03) 9699 5992

ORIG	INAL	SCALE
SCALE	SHEET SIZE A3	LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER
SIGNATURE DIGITALLY SIGNED DATE / /

REF 7201203 DWG 720120AQ 11/04/16 VERSION Q

# Plan of Subdivision PS702801B Certifying a New Version of an Existing Plan (Form 11)



SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S066818H

Plan Number: PS702801B

Responsible Authority Name: Whittlesea City Council Responsible Authority Permit Ref. No.: 711401 Responsible Authority Certification Ref. No.: 608907

Surveyor's Plan Version: Q

## Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 30/09/2015

## **Public Open Space**

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

Has been made and the requirement has been satisfied at Certification

Digitally signed by Council Delegate: Carolyn Leatham

Organisation: Whittlesea City Council

Date: 15/03/2016



# Your quarterly bill

Կվիլակակարկանինիի հանակարկի փուզմ-նինձ

MRS N AZEEZ 9 AMIRA RD WOLLERT VIC 3750



Enquiries Feutte (2477)

1900 304 688

Account number leave state

26 8658 2223 AGM 93 ONG 901 500 BANKEN HS WOLLENT WOLLENT SANTES LAND WOLLENT WOLLE

Property address Property reference Tax Invoice Yerra

# Summary

Julian	\$221.85
Previous bill	-9221.85
Payment received thank you Balance carried forward	\$0.00
This bill	\$131.00
Usage charges	
Berysps charges	\$20.84
Water supply system	\$118.19
Sewerage system	
Other authority charges	830.44
Waterways and drainage	\$21.74
Parks	-\$90.50
Adjustments	\$232.17
Pension and concession rebate Total this bill (GST does not apply)	\$232.17
The same of the sa	



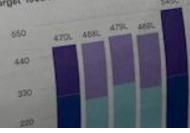
It's not to be used for drinking, preparing food or bathing, but it's great for watering gardens, washing cleaters and flushing tollets.

Your concession has been spoiled to the bits.



# Your household's daily water use

Target 150L of water use per person, per day



# ROADS PROPERTY CERTIFICATE

The search results are as follows:

JOLIE LE 3/5 Devonshire Road SUNSHINE 3020

Client Reference:

NO PROPOSALS. As at the 12th June 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

9 AMIRA ROAD, WOLLERT 3750 CITY OF WHITTLESEA

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

Date of issue: 12th June 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 77023082 - 77023082124838 '<no reference>'

VicRoads Page 1 of 1

## PROPERTY REPORT



From www.land.vic.gov.au at 06 June 2025 12:45 PM

#### **PROPERTY DETAILS**

Address: 9 AMIRA ROAD WOLLERT 3750

Lot and Plan Number: Lot 2011 PS702801 2011\PS702801 Standard Parcel Identifier (SPI):

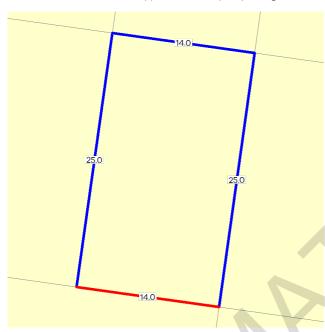
Local Government Area (Council): WHITTLESEA www.whittlesea.vic.gov.a

Council Property Number: 961771

Directory Reference: Melway 182 F1

#### SITE DIMENSIONS

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



**Area:** 350 sq. m Perimeter: 78 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 <u>Title and Property</u> Certificates

#### **UTILITIES**

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

Power Distributor: **AUSNET** 

#### **STATE ELECTORATES**

**NORTH-EASTERN METROPOLITAN** Legislative Council:

Legislative Assembly: MILL PARK

## PLANNING INFORMATION

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

The Planning Property Report for this property can found here - Planning Property Report

Planning Property Reports can be found via these two links

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

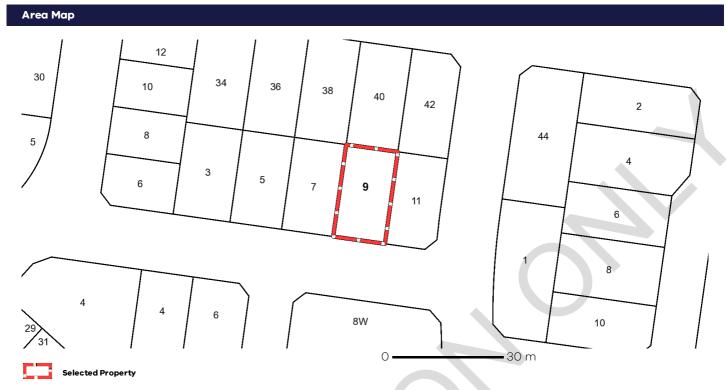
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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## **PROPERTY REPORT**







Department of Transport and Planning

From www.planning.vic.gov.au at 06 June 2025 12:45 PM

#### **PROPERTY DETAILS**

Address: 9 AMIRA ROAD WOLLERT 3750

Lot and Plan Number: Lot 2011 PS702801 2011\PS702801 Standard Parcel Identifier (SPI):

Local Government Area (Council): WHITTLESEA www.whittlesea.vic.gov.au

Council Property Number: 961771

Whittlesea Planning Scheme - Whittlesea Planning Scheme:

Directory Reference: Melway 182 F1

**UTILITIES** 

Rural Water Corporation: **Southern Rural Water** 

**Yarra Valley Water** Melbourne Water Retailer:

Melbourne Water: Inside drainage boundary

Power Distributor: **AUSNET** 

View location in VicPlan

#### **STATE ELECTORATES**

NORTH-EASTERN METROPOLITAN Legislative Council:

Legislative Assembly: **MILL PARK** 

#### **OTHER**

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

**Heritage Aboriginal Corporation** 

## **Planning Zones**

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



**GRZ - General Residential** 

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

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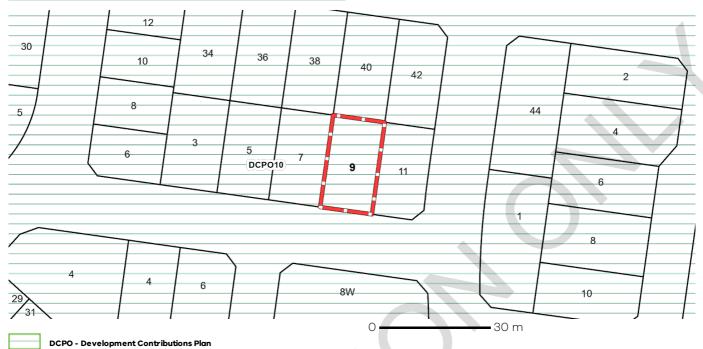


Department of Transport and Planning

## **Planning Overlays**

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 10 (DCPO10)



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

**DEVELOPMENT PLAN OVERLAY (DPO)** 

Overlay

DEVELOPMENT PLAN OVERLAY - SCHEDULE 21 (DPO21)



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

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# Planning Overlays

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 2 (VPO2)



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

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## **Areas of Aboriginal Cultural Heritage Sensitivity**

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

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

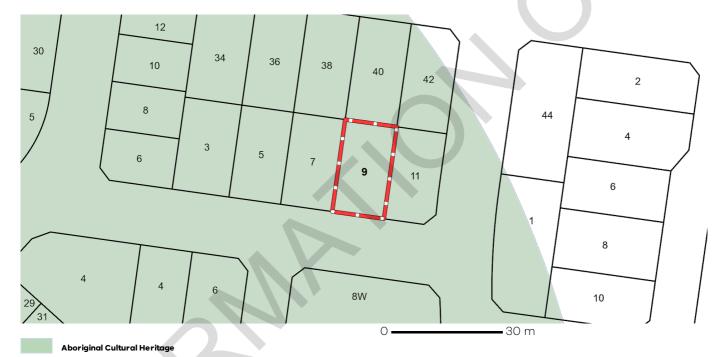
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



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## **Further Planning Information**

Planning scheme data last updated on 05 June 2025.

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

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 abut the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <a href="https://www.landata.vic.gov.au">https://www.landata.vic.gov.au</a>

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 <a href="https://www.planning.vic.gov.au">https://www.planning.vic.gov.au</a>

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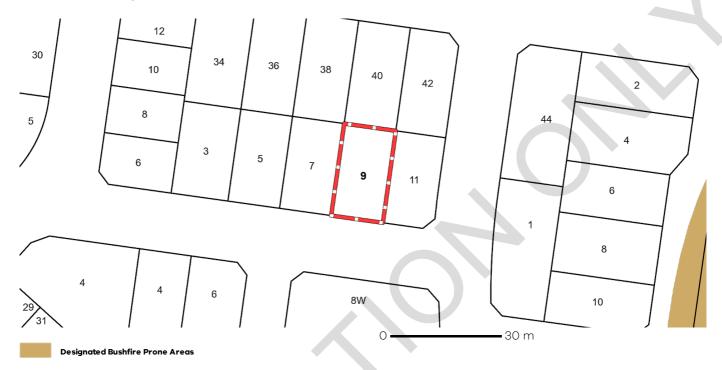


#### **Designated Bushfire Prone Areas**

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 <a href="https://www.planning.vic.gov.au">https://www.planning.vic.gov.au</a>.

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) or please contact your relevant council.

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

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