Contract of Sale of Real Estate

Charalampos GEORGOUDIS
Vendor

30 HONEY FLOWER WAY, GREENVALE 3059
Property

Vicland Conveyancing
Office 8/315 Barry Road
Campbellfield 3061

Tel : 9357 7500
Fax: 9357 9353
Our ref: 24298
info@viclandconveyancing.com.au

CONTRACT OF SALE OF REAL ESTATE

Property address: 30 Honey Flower Way Greenvale 3059

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions in Form 2 of the **Estate Agents (Contracts) Regulations 2008**; and
- Vendor's Statement required by Section 32(1) of the **Sale of Land Act 1962**, as attached

and in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received a copy of the full terms of this contract.

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../...../20.....

Print name(s) of person(s) signing:

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

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

SIGNED BY THE VENDOR: .....

..... on ...../...../20.....

Print name(s) of person(s) signing: Charalampos GEORGOUDIS

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

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

- you bought the property at or within 3 clear business days before or after a publicly advertised auction;
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor 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.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Name: Jason Real Estate

Address: 201B Melrose Drive Tullamarine 3043

Email:

Tel: 9338 6411 Mob: Fax: 9338 6548 Ref:

VENDOR

Name: Charalampos GEORGOUDIS

Address: 30 Honey Flower Way Greenvale 3059

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Vicland Conveyancing

Address: Office 8/315 Barry Road, Campbellfield Victoria 3061

Email: info@viclandconveyancing.com.au

Tel: (03) 9357 7500 Mob: 0433 680 390 Fax: (03) 9357 9353 Ref: 24298

PURCHASER

Name:

Address:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

LAND (general conditions 3 and 9)

The land is –

Described in the table below –

Certificate of Title reference		being lot	on plan
Volume **11609**	Folio **487**	**1239**	**PS734597R**
Volume	Folio		

OR

described in the copy title(s) and plan(s) attached to the Vendor's Statement if no title or plan references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is: **30 Honey Flower Way Greenvale 3059**

GOODS SOLD WITH THE LAND (general condition 2.3(f)) (list or attach schedule)

All fittings and fixtures as inspected.

PAYMENT (general condition 11)

Price $

Deposit $ by ..... / ..... / 20..... (of which $ ..... has been paid)

Balance $ payable at settlement

GST (general condition 13)

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

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

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

SETTLEMENT (general condition 10)

is due on

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

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision and certificate of occupancy (if applicable).

LEASE (general condition 1.1)

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

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

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

*residential tenancy agreement for a fixed term ending on ..... / ..... /20.....

OR

*periodic residential tenancy agreement determinable by notice

OR

*lease for a term ending on ..... / ..... /20..... with [.....] options to renew, each of [.....] years.

TERMS CONTRACT (general condition 23)

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

SPECIAL CONDITIONS

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

Special Conditions

Note: It is recommended that when adding special conditions:

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

If the contract is subject to '**special conditions**' then particulars of the Special Conditions are:

FORM 2
Estate Agents Act 1980 *Regulation 5(a)*
CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

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

TITLE

1. Encumbrances

1.1 The purchaser buys the property subject to:
(a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
(b) any reservations in the crown grant; and
(c) any lease referred to in the particulars of sale.

1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

1.3 In this General Condition "Section 32 Statement" means a Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the **Estate Agents (Contracts) Regulations 2008** for the purposes of section 53A of the **Estate Agents Act 1980.**

2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.

2.3 The vendor warrants that the vendor:
(a) has, or by the due date for settlement will have, the right to sell the land; and
(b) is under no legal disability; and
(c) is in possession of the land, either personally or through a tenant; and
(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
(a) public rights of way over the land;
(b) easements over the land;
(c) lease or other possessory agreement affecting the land;
(d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993.**

2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

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

3.2 The purchaser may not:
(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
(b) require the vendor to amend title or pay any cost of amending title. Version: 1 October 2014 Estate Agents

4. Services

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

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

5. Consents

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

6. Transfer

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

7. Release of Security Interest

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

7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must-

(a) Only use the vendor's date of birth for the purposes specified in condition 7.2; and

(b) Keep the date of birth of the vendor secure and confidential.

7.4 The vendor must ensure that at or before settlement, the purchaser receives –

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –

(a) that -

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

7.7 A release for the purposes of general condition 7.4(a) must be in writing.

7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must

provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.10 In addition to ensuring that a release is received under general condition7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.

7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor –

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay -

as though the purchaser was in default.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise."

8. Builder warranty insurance

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

9. General Law Land

9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958.**

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

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

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

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

9.5 The contract will be at an end if:

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

(b) the objection or requirement is not withdrawn in that time.

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

10.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

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

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
(a) must not exceed 10% of the price; and
(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;.

11.3 The purchaser must pay all money other than the deposit:
(a) to the vendor, or the vendor's legal practitioner or conveyancer; or
(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:
(a) in cash; or
(b) by cheque drawn on an authorised deposit-taking institution; or
(c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.

11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

12.1 The deposit must be released to the vendor if:
(a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either—
(i) there are no debts secured against the property; or
(ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
(c) all conditions of S27 of the **Sale of Land Act 1962** have been satisfied.

12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

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

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 If the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on:
(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
(a) the parties agree that this contract is for the supply of a going concern; and
(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

13.7 This general condition will not merge on either settlement or registration.
13.8 In this general condition:
(a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
(b) 'GST' includes penalties and interest.

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

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

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

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

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

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section29M of the **Sale of Land Act 1962**; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

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

24. Loss or damage before settlement

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

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

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

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

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

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

25. Breach

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

DEFAULT

26. Interest

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

27. Default notice

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

27.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given—

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. Default not remedied

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

28.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

SPECIAL CONDITIONS ("SC")

1. **INTERPRETATION**

In the interpretation of this contract where the context permits.

(a) words importing either gender shall be deemed to include the other gender.

(b) words importing the singular number shall be deemed to include the plural and vice versa;

(c) where there are two or more purchasers the agreements and obligations of the purchaser hereunder shall bind them jointly and each of them severally.

2. **LAND IDENTITY**

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

3. **ACKNOWLEDGEMENT**

The purchaser acknowledges having received from the vendor's estate agent prior to the execution of the Contract or any preliminary Contract or Contract Note or payment of any deposit or other money a copy of this Contract pursuant to Section 53 of the *Estate Agents Act 1980* and a statement required by Section 32(1) of the *Sale of Land Act 1962*.

4. **PLANNING**

The purchaser buys subject to any restrictions imposed by the provisions of any applicable town planning acts, orders, plans, schemes, overlays, local government by-laws or other enactments or any authority empowered to make restrictions. Any such restrictions shall not constitute a defect in the vendor's title and the purchaser shall not make any requisition or objection nor be entitled to any compensation from the vendor in respect thereof. Any warranties or representations with respect to the use of the said land or any part thereof are hereby expressly excluded and negatived.

5. **RESTRICTIONS**

The property is sold subject to all easements, covenants, leases/licences, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto. The purchaser should make their own enquiries whether any 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 thereto.

6. **CONDITION OF PROPERTY**

The purchaser acknowledges:

(a) the property and the chattels are purchased in their existing condition.

(b) the vendor makes no representations or warranties as to any plans, designs or specifications that may exist in relation to the construction of any building in or on the property or to the condition of any building on the property.

(c) they have purchased the property as a result of their own inspections and enquiries and accept the land sold (including improvements thereon) in its present state of repair and condition.

(d) they shall not be entitled to make any objection requisition or claim for compensation in respect of the condition or state or repair of the land and improvements of any defect (whether latent or patent) or the location of any structure or improvement over any sewer drain or other property service (whether or not any required approval·consent was obtained or condition complied with) or of any non-compliance or the improvements with the provisions of the Local Government Act, the Building Control Act or any other Act relating to such improvements or to any regulations made under such Acts.

7. **SERVICES**

The purchaser acknowledges that it is their responsibility to check with the appropriate authorities as to the availability and cost of connection/re-connection of services to the property. The purchaser further acknowledges that they will be responsible to pay all costs of and incidental to the connection and/or re-connection of all the services that they may require.

8. **NO REPRESENTATIONS**

The Purchaser acknowledges that:

(a) the Vendor's Agent has acted as sole agent for the Vendor;

(b) no information, representation or warranty of the Vendor or the Vendor's Agent was made with the intention or knowledge that it would be relied on and no such information, representation or warranty has been relied on;

(c) the Purchaser has relied on its own enquiries and inspection of the Property including all improvements, fixtures, fittings and Chattels;

(d) it has not relied on any description of the Property included in any brochure, investment report or advertising for the sale;

(e) no representation or warranty has been made or given that the Property is suitable for the Purchaser's intended purpose or that any permit has been obtained or is available;

(f) no warranty has been given as to the condition, quality or fitness for purpose of the improvements, fixtures, fittings or Chattels.

(g) This contract forms the entire agreement between the Vendor and the Purchaser.

9. **DEFAULT**

The vendor gives notice to the purchaser that in the event that the purchaser fails to complete the purchase of the property on the due date under the Contract or at a time subsequently arranged by consent with their representative, the vendor will or may suffer the following losses and expenses which the purchaser shall pay, in addition to interest chargeable on the balance of purchase moneys in accordance with the terms of the Contract:-

(a) The costs of obtaining bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance calculated from the due date of settlement;

(b) Interest payable by the vendor under any existing Mortgage over the property calculated from the due date of settlement;

(c) Accommodation expenses necessarily incurred by the vendor;

(d) Legal/conveyancing costs and expenses as between vendor's representative and the vendor;

(e) Vendors legal costs of $250.00 plus GST for delayed settlement and fee for rescheduling settlement after the contract date at $150.00 plus GST and rescission costs (if applicable);

(f) Penalties payable by the vendor to a third party through any delay in completion of the vendor's purchase of another property.

If the vendor gives to the purchaser a notice of default under this Contract, the default will not be remedied until remedy by the purchaser of the relevant default or if the default is incapable of remedy, compensation is paid to the vendor's satisfaction.

10. **INTEREST ON DEFAULT**

General Condition 26 does not apply to this Contract and instead, if the purchaser defaults in payment of any money due under this Contract the purchaser must pay to the vendor interest at the rate of 6% higher than the rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983* computed upon the money overdue during the period of default without the necessity for a demand and without prejudice to any other rights or remedies of the vendor.

11. **ADJUSTMENTS AND OUTGOINGS**

11.1 The purchaser must prepare and deliver to the vendor a statement of adjustments of the outgoings at least 5 business days before the settlement date together with copies of all current certificates for the outgoings.

11.2 If the purchaser does not comply with additional special condition 11.1:

(a) the purchaser must pay the vendor's legal practitioner's additional costs of $250.00 plus GST for urgent review of the statement of adjustments;

(b) the vendor is not obliged to settle this contract until 5 business days after the date on which the purchaser delivers the statement of adjustments to the vendor; and

(c) the purchaser must pay default interest under general condition 26 calculated from and including the date settlement is due to and including the date settlement actually occurs.

12. **NOMINATION**

To effect the nomination pursuant to general condition 18, the purchaser must deliver to the vendor's legal practitioner a copy of the nomination form duly executed by the named purchaser at least 14 days prior to settlement. The amount of $300.00 plus GST in payment of the vendor's additional legal costs is required to effect any nomination.

13. SMOKE ALARMS

If the property includes a building to which Regulation 5.14 of the Building Regulations 1994 applies that required the installation of a self contained smoke alarm complying with AS3786-1993, it is agreed that the purchaser shall comply with the said Regulation, and the purchaser shall indemnify and keep the vendor indemnified against any non-compliance with the said Regulation.

14. STAMP DUTY - PURCHASERS BUYING UNEQUAL INTERESTS

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

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

14.3 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

14.4 This Special Condition will not merge on completion

15. NOTICES

Any demand, notice or document by any party to this contract may be made or given by the representative for that party as set out in the contract or contract note or as otherwise advised to the other party and shall be sufficiently served or delivered if served or delivered personally or if posted by prepaid post addressed either to the party to be served or his said representatives at their respective addresses as named in the contract or contract note or as otherwise notified or if served in any other manner authorised by the Supreme Court Rules for service of documents upon parties on their legal practitioners.

16. GUARANTEE AND INDEMNITY

Where the purchaser is a corporation (other than a corporation listed on the Australian Stock Exchange) the purchaser must simultaneously with the execution hereof obtain the execution of the Guarantee and Indemnity in the form annexed hereto by two of the directors of the purchaser company or one director and the company secretary of the purchaser company.

17. SETTLEMENT

17.1 Settlement shall take place no later than 5.00 pm (eastern standard time) on the settlement date failing which settlement shall be deemed to take place on the next business day.

17.2 Settlement shall take place at the offices of the vendor's representative or at such other place as the vendor directs.

17.3 The purchasers legal representative is required to provide all certificates when providing adjustments and land tax is required to be adjusted on the proportional amount of land tax for the property.

18. SETTLEMENT AGENT APPOINTMENT

The purchaser acknowledges that the vendor has appointed Vicland Conveyancing as their agent for the purpose of completing this transaction and for directing the payment of all monies payable pursuant to this Contract. The purchaser and their representative acknowledge that they will not be entitled to request any further proof of this authority.

19. GOODS AND SERVICE TAX (GST)

The sale price for the property is exclusive of Goods and Services Tax ("GST"). Should GST be or become payable on the sale of this property the price will be increased by the amount of GST so payable.

19.1 In this clause "GST" refers to goods and services tax under "A New Tax System (Goods and Services) Act 1999/1 (GST Act) and the terms used have the meanings as defined in the GST Act.

19.2 The Purchaser acknowledges that the property is residential premises under the GST Act.

19.3 The Purchaser agrees that the property will from the date of completion continue to be residential premises under the GST Act.

19.4 In the event of the Vendor being liable for GST because of the Purchaser's failure to comply with special condition 19.3;

The Purchaser agrees to pay to the Vendor within 14 days after the Vendor's liability for GST on this sale being confirmed by correspondence or an assessment, the amount of GST, including any additional penalty and interest;

The Vendor will if requested by the Purchaser deliver to the Purchaser a tax invoice in a form which complies with the GST Act and the regulations.

19.5 This condition shall not merge with settlement but shall enure thereafter for the benefit of the Vendor.

20. FOREIGN INVESTMENT REVIEW BOARD

The purchaser warrants that the provisions of the Foreign Acquisition and Takeovers Act 1975 (Cth) do not apply to the purchaser or this purchase and indemnifies the vendor against any penalties, fines, legal costs, claims or loss or damage suffered by the vendor as a result of a breach of this warranty.

21. WHOLE AGREEMENT

This Contract sets out all the terms and conditions of this sale. Any promise condition representation or warranty which may have been made by the Vendor or by any person on behalf of the Vendor and which is not set out in this Contract is negatived and withdrawn. The Purchaser acknowledges that there is no other Contract agreement or collateral warranty subsisting at the time of signing this Contract which relates to the property. This condition shall operate for the benefit of the Vendor and the Vendor's estate agent and their respective employees agents and contractors.

22. SEVERABILITY

If any part of this contract becomes void or unenforceable or is illegal then that part must be severed from this contract and all parts which are not void, unenforceable or illegal remain in full force and effect.

23. NON MERGER

Any term of this contract that remains to be performed or is capable of having effect after the Settlement Date will not merge on transfer of the Property but will continue to have full force and effect.

24. GOVERNING LAW

This contract is governed by the laws of the State of Victoria.

GST NOTICE TO PURCHASER

The above property is either an existing residential premises or commercial premises and therefore the purchaser is not required to withhold GST.

GUARANTEE AND INDEMNITY

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

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

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

   (a) **THAT** in the event of the purchaser failing to pay the vendor as and when due the monies hereby secured the guarantor will immediately pay same to the vendor.

   (b) **THAT** in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform same.

   (c) **THE** guarantor shall be deemed to be jointly and severally liable with the purchaser (in lieu of being merely a surety for it) for the payment of the monies hereby secured and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the moneys or to carry out and perform the obligations herein contained.

   (d) **THAT** no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all monies owing to the vendor have been paid and all obligations have been performed.

2. As a separate and continuing covenant, the guarantor hereby agrees to indemnify the vendor not only by reason of the non-payment by the purchaser of all monies payable or that may become payable under the said contract but also in respect of all costs charges and expenses whatsoever which the vendor may incur by reason of any default on the part of the purchaser in relation to the said contract.

VENDOR:

PURCHASER:

GUARANTOR:

DATED the day of 2023

SIGNED SEALED AND DELIVERED by)
the said Guarantor(s)) .....
in Victoria in the presence of:)

Witness .....

SIGNED SEALED AND DELIVERED by)
the said Guarantor(s)) .....
in Victoria in the presence of:)

Witness .....

SCHEDULE 1
Regulations 4, 5

RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

* No bids may be made on behalf of the vendor of the land.

OR

* The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.

[#One of these alternatives must be deleted]

2. The auctioneer may refuse any bid.

3. The auctioneer may determine the amount by which the bidding is to be advanced.

4. The auctioneer may withdraw the property from sale at any time.

5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.

6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.

7. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

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 co-owners.

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 cannot 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 auctioneer states when making the bid that it is a 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 co-owners 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 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 co-owners); or
  - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners.
- 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 a bid.
- an 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 any thing 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".

Due diligence checklist

What you need to know before buying a residential property

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

Vendors Statement to the Purchaser of Real Estate

PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT ("THE ACT")

Vendor: **CHARALAMPOS GEORGOUDIS**

Property: **30 HONEY FLOWER WAY GREENVALE 3059**

1. **Outgoings and Statutory Charges**

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

a. are as follows: or
are contained in the attached certificate/s.

Authority	Amount	Interest
1. Hume City Council	$2,400.00 approx.	
2. Yarra Valley Water	$refer to attached certificate	

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property which the vendor might reasonably expect to have knowledge of are as follows:

b. Their total does not exceed $5,000.00 approx.

c. The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act including the amount owing under the charge:

2. **Insurance details in respect of the land**

(a) if the contract provides the land does not remain at the vendor's risk before the purchaser is entitled to possession or receipt of rents and profits:

No such insurance has been effected
Particulars of vendor's insurance policy:

(b) if there is a residence on the land which was constructed within the preceding 6 years and section 137B of the ***Building Act 1993*** applies to the residence:

No such insurance has been effected.
Particulars of vendor's required insurance: **Not applicable**

3. **Matters relating to land use**

(a) Information concerning any easement, covenant or similar restriction affecting the property, registered or unregistered, are as follows:

i. Description: **refer to attached title search.**

ii. Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction are as follows: **None to the vendors knowledge.**

(b) This land is **NOT** within a bushfire prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) There is access to the property by road.

(d) in the case of land to which a planning scheme applies a statement specifying—

(i) name of the planning scheme:

(ii) name of the responsible authority: **Hume City Council**

(iii) zoning of the land: **Urban Growth Zone**

(iv) name of any planning overlay affecting the land:
Refer to attached property report.

Are contained in the attached certificate/s.

4. **Notices made in respect of land**

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

Not applicable.

(b) whether there are any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes:

Not applicable.

(c) particulars of any notice of intention to acquire served under section 6 of the ***Land Acquisition and Compensation Act 1986***.

Not applicable.

5.Building permits

Particulars of any building permit issued during the past seven years under the *Building Act 1993* (where the property includes a Residence): **Not applicable.**

6. Information relating to any owners corporation

The land is **NOT** affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*

7. Growth areas infrastructure contribution

There is not a work-in-kind agreement (within the meaning of Part 9B of the ***Planning and Environment Act 1987***) - *Delete as appropriate

* Particulars of work-in-kind agreement: n/a
* Is contained in the attached certificate/s and / or notice/s: n/a

8. **Disclosure of non-connected services**

The following services **NOT** connected to the land are marked ☒

☐ electricity supply
☐ gas supply
☐ water supply
☐ sewerage
☒ telephone services

9. Evidence of title

Attached are copies of the following document/s concerning Title:

(a) in the case of land under the ***Transfer of Land Act 1958***, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location;

(b) in any other case, a copy of—
  (i) the last conveyance in the chain of title to the land; or
  (ii) any other document which gives evidence of the vendor's title to the land;

(c) if the vendor is not the registered proprietor of the land or the owner of the estate in fee simple in the land, evidence of the vendor's right or power to the sell the land;

(d) in the case of land that is subject to a subdivision—
  (i) if the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
  (ii) if the plan of subdivision has not yet been certified, a copy of the latest version of the plan;

(e) If the land is part of a staged subdivision, if the land is in the second or subsequent stage, a copy of the plan of the first stage

Please note additional requirements for staged subdivisions and further subdivisions within the meaning of the ***Subdivision Act, 1988.***

PLEASE NOTE:

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

DATE OF THIS STATEMENT ____ / ____ / 20____

Name of the Vendor

CHARALAMPOS GEORGOUDIS

Signature/s of the vendor

×

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

DATE OF THIS ACKNOWLEDGMENT ____ / ____ / 20____

Name of the Purchaser

Signature/s of the Purchaser

×

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

VOLUME 11609 FOLIO 487 Security no : 124107247804D
Produced 29/06/2023 04:10 PM

LAND DESCRIPTION

Lot 1239 on Plan of Subdivision 734597R.
PARENT TITLE Volume 11609 Folio 283
Created by instrument PS734597R 02/11/2015

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
CHARALAMPOS GEORGOUDIS of 11 NAVARRE COURT MEADOW HEIGHTS VIC 3048
AN490719A 24/01/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV964010Q 16/08/2022
NATIONAL AUSTRALIA BANK LTD

COVENANT PS734597R 02/11/2015

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
AJ891529E 04/09/2012

DIAGRAM LOCATION

SEE PS734597R FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 30 HONEY FLOWER WAY GREENVALE VIC 3059

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 16/08/2022

DOCUMENT END

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PLAN OF SUBDIVISION

LV use only
EDITION 2

Plan Number
PS 734597R

Location of Land

Parish: YUROKE

Township: –
Section: 9
Crown Allotment: –
Crown Portion: P (PART)
Title Reference: VOL FOL

Last Plan Reference: LOT EE ON PS734564H

Postal Address: HONEY FLOWER WAY
(at time of subdivision) GREENVALE 3059

MGA 94 Co-ordinates E 312 570 Zone: 55
(of approx. centre of land in plan) N 5 833 350

Council Name: HUME CITY COUNCIL
Council Ref:

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
ROAD R1	HUME CITY COUNCIL

Notations

Staging This ~~is~~/is not a staged subdivision
Planning Permit No. P15936

Survey This plan is/~~is not~~ based on survey
This survey has been connected to permanent marks no(s) 349 & 41
In Proclaimed Survey Area No. –

Depth Limitation DOES NOT APPLY

LOTS AA TO EE AND 1 TO 1221 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.

LAND SUBDIVIDED (EXCLUDING LOT FF) = 1·034ha

Easement Information

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

Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	SEE DIAG.	PS 734564H	HUME CITY COUNCIL
E-1	SEWERAGE	SEE DIAG.	PS 734564H	YARRA VALLEY WATER CORPORATION
E-2	DRAINAGE	SEE DIAG.	PS 718135Y	HUME CITY COUNCIL
E-2	SEWERAGE	SEE DIAG.	PS 718135Y	YARRA VALLEY WATER CORPORATION
E-4	DRAINAGE	SEE DIAG.	PS 728867X	HUME CITY COUNCIL
E-4	SEWERAGE	SEE DIAG.	PS 728867X	YARRA VALLEY WATER CORPORATION
E-5	DRAINAGE	SEE DIAG.	THIS PLAN	HUME CITY COUNCIL
E-5	SEWERAGE	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-6	DRAINAGE	SEE DIAG.	PS 734564H	HUME CITY COUNCIL
E-6	SEWERAGE	SEE DIAG.	PS 734564H	YARRA VALLEY WATER CORPORATION
E-6	POWERLINE	SEE DIAG.	PS 734564H – SECTION 88 ELECTRICITY INDUSTRY ACT 2000	JEMENA ELECTRICITY NETWORKS (VIC) LTD

GREENVALE GARDENS – 12B
22 LOTS AND BALANCE LOT FF

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 26814123 30/07/15 VERSION D

DWG 2681412CD

Sheet 1 of 6 sheets
Original sheet size A3

PLAN REGISTERED
TIME: 4:42 PM
DATE: 2 / 11 / 2015
Laura Campbell
Assistant Registrar of Titles

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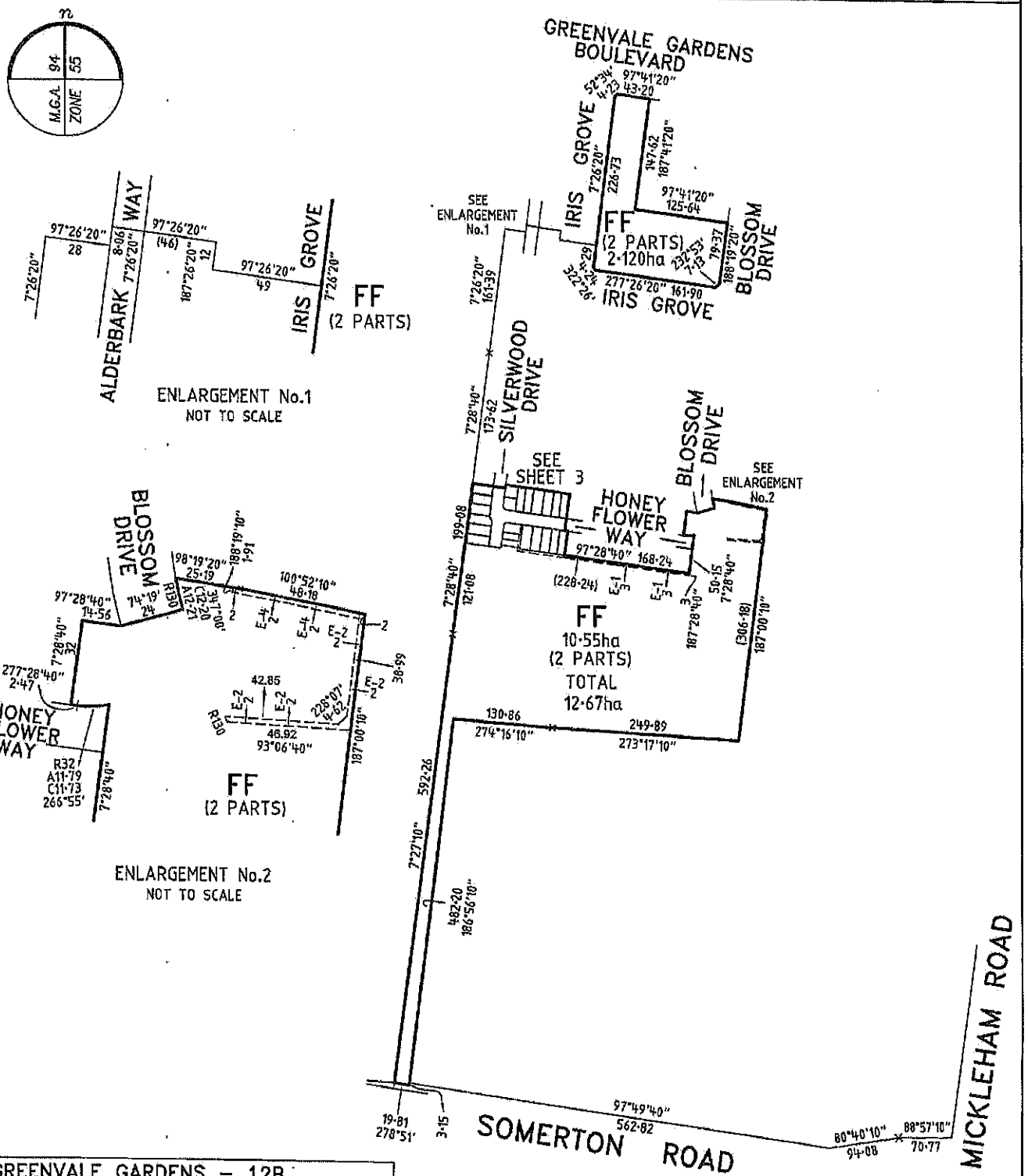
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PLAN OF SUBDIVISION

Plan Number

PS 734597R



GREENVALE GARDENS – 12B

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P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL		SCALE			Sheet 2
SCALE	SHEET SIZE	50 0 100 200	LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER		
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			REF 26814123 DWG 2681412CD	30/07/15 VERSION D	

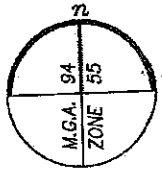
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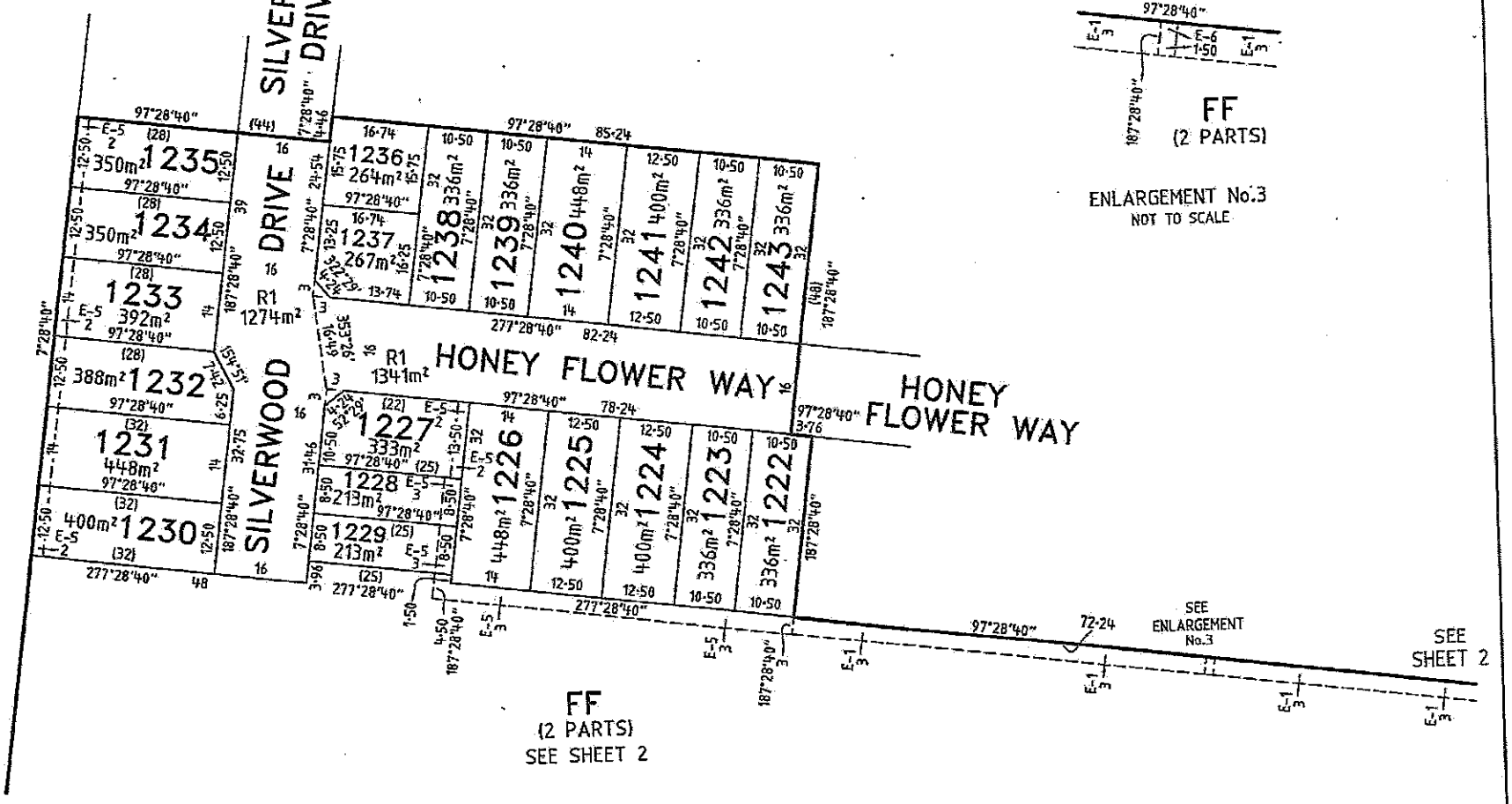
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PLAN OF SUBDIVISION

Plan Number
PS 734597R





GREENVALE GARDENS – 12B	ORIGINAL		SCALE	LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER	Sheet 3
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	SCALE 1:750	SHEET SIZE A3	7.5 0 15 30 LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / / REF 26814123 30/07/15 VERSION 0 DWG 2681412CD	

Signed by: Geoffrey James Turner (Bosco Jonson Pty Ltd) Surveyor's Plan Version (D) SPEAR Ref: S063425J 30/07/2015

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PLAN OF SUBDIVISION

Plan Number

PS 734597R

CREATION OF RESTRICTION 'A'

Upon Registration of this plan the following restriction is to be created.

Land to benefit: Lots 1222 to 1243 (both inclusive) on this plan.

Land to be burdened: Lots 1222 to 1227 & 1230 to 1243 (all inclusive) on this plan.

For the purposes of this restriction:

(a) Minimum Front Boundary Setback means, in respect of each lot, the distance between the Front Boundary and the border of the Building Envelope which runs approximately parallel with the Front Boundary as shown herein.

(b) Front Boundary means:

(i) In the case of any lot where only one boundary of that lot abuts a road, the boundary which abuts the road;

(ii) In the case of any lot where two boundaries of that lot each abut a road, the shorter boundary which abuts the road, ignoring any corner boundary created by a splayed corner.

(c) All distances are to be measured at right angles.

(d) Facade is the front wall of the dwelling, excluding verandahs, porches, balconies, decks, landings or steps.

Description of Restriction:

The Registered proprietor or proprietors for the time being of any burdened lot shall not:

1. Commence construction of a dwelling on any burdened lot on this plan within 10 years from the date of Registration of this plan without first having the plans approved in writing by Australand Residential No.164 Pty Limited, ACN 107 356 703.

2. Build or cause to be built or allow to remain a dwelling or any other improvement, or carry out or cause to be carried out any building or construction works on the burdened lot unless the plans comply with the Greenvale Gardens Design Guidelines, which may be obtained from Australand Residential No.164 Pty Ltd ACN 107 356 703.

3. Construct or cause or permit to be constructed on any burdened lot:
   (A) Any building other than one dwelling house with the usual outbuildings, such as dwelling house having a minimum floor area (excluding any verandah, carport or garage) of:
      (a) 185 square metres excluding garage for lots with an area 600 square metres or greater;
      (b) 160 square metres excluding garage for lots with an area between 500 and 599 square metres;
      (c) 130 square metres excluding garage for lots with an area between 400 and 499 square metres;
      (d) 90 square metres excluding garage for lots with an area between 300 and 399 square metres;
      (e) 75 square metres excluding garage for lots with an area of 299 square metres or less;

      (A) Does not apply to any lot created upon further subdivision of lots.

   (B) Any dwelling (including garage and carport) of which less than fifty percent (50%) of external walls (excluding windows) is constructed of brick, brick veneer, stone, masonry or masonry veneer;
   (C) Any outbuildings other than a garage or carport having external walls constructed of materials other than brick, stone, rendered concrete, concrete sheets, timber or coloured non-reflective material;
   (D) Any dwelling with roof of other than masonry or terracotta tiles or coloured non-reflective roofing material;
   (E) Any dwelling having external plumbing (stormwater drainage downpipes excepted) which shall be visible from an adjoining street or park.

4. Erect or cause to be erected or to remain erected:-
   (i) On either side boundary or rear boundary of any burdened lot any fence of a height more than 2·0 metres;
   (ii) Any fence on either side boundary or the rear boundary of any burdened lot except a fence of timber palings with a timber cap, and exposed posts on both sides of the fence;
   (iii) Any fence along the front boundary;
   (iv) Any fence on the burdened lot between the front boundary of the lot and:
      (a) The front of any residence on the lot; or
      (b) The point that is nine metres from the front boundary, whichever is the lesser distance.

   4(iii) and (iv) do not apply to any burdened lot during any period in which such lot is used for the purposes of a display home.

5. At any time park or store on or within any burdened lot any vehicle having a carrying capacity of one tonne or more or any boat, caravan or trailer in such a way as to be visible from any street adjacent to or abutting that lot.

6. At any time keep, place or maintain any outside clothes drying or airing facility on any burdened lot so as to be visible from any street adjacent to or abutting that lot.

7. Erect, display or exhibit or allow to be erected, displayed or exhibited or to remain erected, displayed or exhibited any advertising signage without the written consent of Australand Residential No.164 Pty Limited, ACN 107 356 703, except signage advertising the lot for sale after the expiration of five (5) years from the registration of this plan, or the date upon which a residence is completed on the burdened lot, whichever is earlier.

8. Subdivide or cause to subdivide or allow to be subdivided the burdened land.

The restrictions contained in paragraph 4(iv) may be varied with the written consent of the Hume City Council.

This restriction shall expire twenty five years after the date of registration of this plan.

GREENVALE GARDENS – 12B

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

ORIGINAL		SCALE		Sheet 4
SCALE	SHEET SIZE	0	LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER	
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			REF 26814123 DWG 2681412CD 30/07/15 VERSION D	

Signed by: Geoffrey James Turner (Bosco Jonson Pty Ltd) Surveyor's Plan Version (D) SPEAR Ref: S063425J 30/07/2015

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Signed by Council: Hume City Council, PP Ref: P15936, Cert Ref: S007432, Original Certification: 29/04/2015, Recertification: 02/09/2015, S.O.C.: 29/09/2015

PLAN OF SUBDIVISION

Plan Number

PS 734597R

CREATION OF RESTRICTION 'B'

Upon Registration of this plan the following restriction is to be created.

Land to benefit: Lots 1222 to 1243 (both inclusive) on this plan.

Land to be burdened: Lots 1222 to 1227 & 1230 to 1243 (all inclusive) on this plan.

TABLE OF LAND BURDENED AND LAND BENEFITTED:

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1222	1223
1223	1222, 1224
1224	1223, 1225
1225	1224, 1226
1226	1225, 1227, 1228, 1229
1227	1226, 1228
1230	1231
1231	1230, 1232
1232	1231, 1233
1233	1232, 1234

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1234	1233, 1235
1235	1234
1236	1237, 1238
1237	1236, 1238
1238	1236, 1237, 1239
1239	1238, 1240
1240	1239, 1241
1241	1240, 1242
1242	1241, 1243
1243	1242

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan must not build, erect or permit to be built, erected or remain on the lot any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing No. AA2576 which is incorporated into and by this plan. The provisions of the said MCP, including the building envelopes herein are incorporated into this restriction.

This restriction shall expire ten years after the date of registration of this plan.

GREENVALE GARDENS – 12B

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

ORIGINAL

SCALE | SHEET SIZE
SCALE | A3

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Sheet 5

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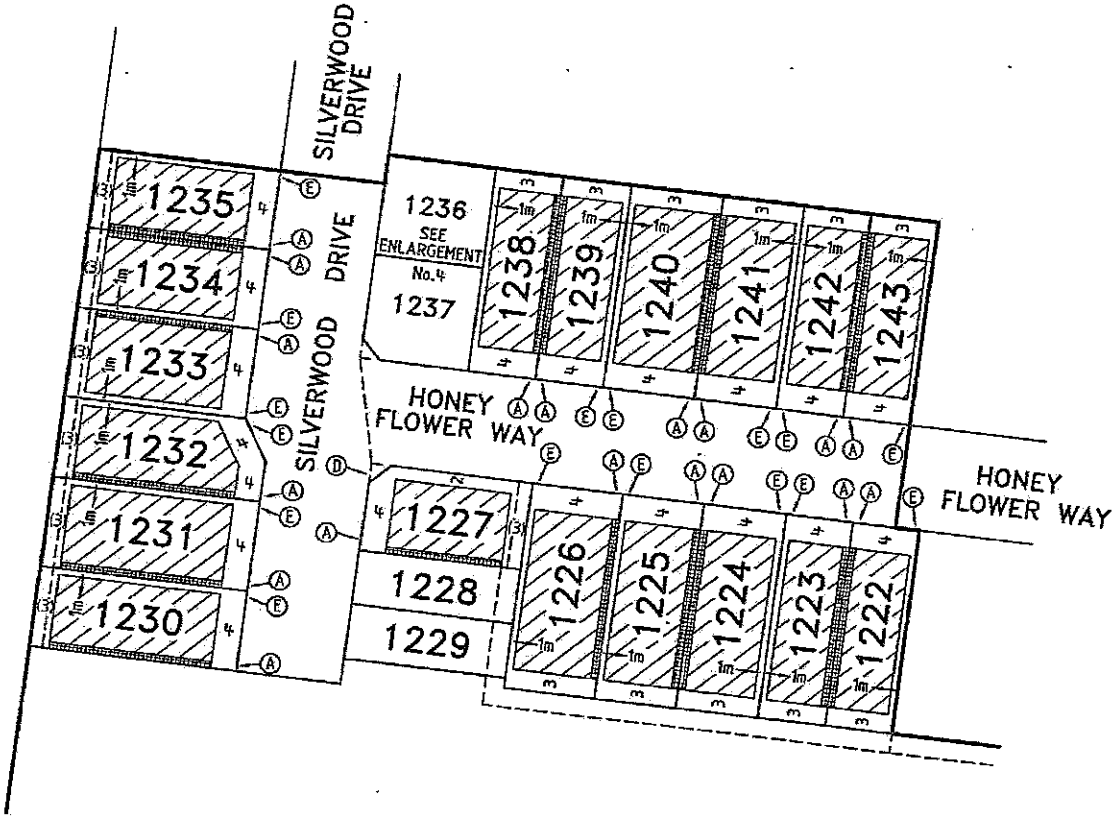
PLAN OF SUBDIVISION

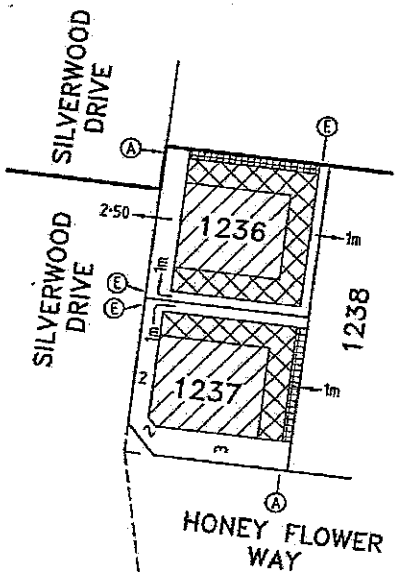
Plan Number
PS 734597R

M.G.A. ZONE 55 94

LEGEND

- BUILDING ENVELOPE
- 1m BUILDING TO BOUNDARY ZONE
- OVERLOOKING ZONE





ENLARGEMENT No.4
SCALE 1:500

GREENVALE GARDENS – 12B

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

ORIGINAL SCALE	ORIGINAL SHEET SIZE
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DWG 26814120 30/07/15 VERSION D

Sheet 6

Signed by: Geoffrey James Turner (Bosco Jonson Pty Ltd) Surveyor's Plan Version (D) SPEAR Ref: S063425J 30/07/2015

Plan of Subdivision PS734597R
Certifying a New Version of an Existing Plan (Form 11)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S063425J
Plan Number: PS734597R
Responsible Authority Name: Hume City Council
Responsible Authority Permit Ref. No.: P15936
Responsible Authority Certification Ref. No.: S007432
Surveyor's Plan Version: D

Certification

☑ This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 29/04/2015

Public Open Space

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

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

○ Has been made and the requirement has been satisfied for: this plan at Statement of Compliance (Document updated 29/09/2015)

Digitally signed by Council Delegate: Tony Magazzu
Organisation: Hume City Council
Date: 02/09/2015

Signed by: Antonino Magazzu (Hume City Council) 02/09/2015

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS734597R

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT FF	-	REMOVAL OF EASEMENT (SEE PS731965E)	PS731965E	16/03/16	2	H.Y.

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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**

AJ891529E
04/09/2012 $110.30 173

Form 18

Lodged by:

Name:	MADDOCKS
Phone:	9288 0555
Address:	Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref:	TGM:BYM:BMS:5872775
Customer Code:	1167E

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

Land: Volume 11323 Folio 552, Volume 11315 Folio 892 and Volume 11323 Folios 215 and 216.

Responsible Authority: Hume City Council of 1079 Pascoe Vale Road, Broadmeadows, Victoria 3047

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

A copy of the Agreement is attached to this Application

Date: 29 AUGUST 2012

Signature for Responsible Authority: .....

Name of officer: JOHN KARACOLOS

Position held: STATUTORY PLANNING MANAGER

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AJ891529E
04/09/2012 $110.30 173

Date 29/08/12

Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666

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

DX 259 Melbourne

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 870 Somerton Road and 1075 Mickleham Road, Greenvale

Hume City Council
and

Australand Residential No 164 Pty Ltd
ACN **107 356 703**

Interstate offices
Canberra Sydney
Affiliated offices around the world through the Advoc network - www.advoc.com

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AJ891529E
04/09/2012 $110.30 173

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AJ891529E
04/09/2012 $110.30 173

Agreement under section 173 of the Planning and Environment Act 1987

Dated 29/08/12

Parties

Name	**Hume City Council**
Address	1079 Pascoe Vale Road, Broadmeadows, Victoria
Short name	**Council**

Name	**Australand Residential No 164 Pty Ltd ACN 107 356 703**
Address	Level 9, 484 St Kilda Road, Melbourne, Victoria
Short name	**Owner**

Background

A. Council is the responsible authority for the Planning Scheme.

B. The Owner is or is entitled to be the registered proprietor of the Subject Land and is entitled to become owner of the Adjacent Land.

C. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

D. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 5 and 7 of the Planning Permit.

E. Condition 5 of the Planning Permit provides that:

"If the Collecting Agency agrees to works and/or provision of land in lieu of the payment of the infrastructure levy, the landowner must enter into an agreement under section 173 of the Planning and Environment Act in respect of the proposed works and/or provision of land in lieu to specify implementation requirements.

If a section 173 agreement is entered into by the landowner (Owner) and Council, the Owner must provide the works and/or provision of land in lieu of the payment of the levies/development contributions in accordance with the requirements of the Section 173 Agreement and Conditions 2,3 and 4 of this permit do not apply. If a Section 173 Agreement is not entered into or ends, Conditions 2, 3 and 4 of this planning permit apply"

F. Condition 7 of the Planning Permit provides that:

"Prior to the issue of a Statement of Compliance for the first stage of development, or such other time which is agreed, if required by the responsible authority or the owner, the owner must enter into an agreement or agreements under section 173 of the Planning and Environment Act which provides for:

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AJ891529E
04/09/2012 $110.30 173

(a) the implementation of the Public Infrastructure Plan approved under this permit;

(b) the equalization of open space having regard to the areas set aside in a plan of subdivision and the amount specified in the schedule to Clause 52.01;

(c) the timing of any payment to be made to the owner in respect of any infrastructure project having regard to the availability of funds in the DCP or the public open space account."

G. Council has issued a Statement of Compliance for various Stages of the subdivision authorised by the Planning Permit on the condition that Development Contributions Levies would be paid in accordance with an agreement. The Parties have agreed to make provision for payment of Development Contributions Levies for all Stages of the approved Development (Stages 1A to 4) in this Agreement.

H. The Parties acknowledge that this Agreement does not apply to any development contributions levies which may be payable for development of any part of the Subject Land requiring future planning permission.

I. The Parties enter into this Agreement:

I.1 to give effect to the Planning Permit; and

I.2 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

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act* 1987.

Adjacent Land means lot B on plan of subdivision 646742A.

Agreed Cost means the cost of the Works in Kind specified in the DCP.

Agreement means this Agreement.

Balance Credit means the reducing balance of the Credit, calculated in accordance with clauses 5.1.2 and 5.1.3.

Caveator means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles with a caveatable interest of the Subject Land or any part of it.

Collecting Agency means Council, unless another collecting agency is specified in the DCP.

Community Infrastructure has the same meaning as in the Act and also includes any community infrastructure projects described in the DCP.

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Community Infrastructure Levy means a levy payable under the DCP for Community Infrastructure for each lot forming part of the Subject Land.

Credit means a record; document or certificate issued by Council which offsets the liability to pay a Development Contributions Levy, having regard to the provision of the Works in Kind.

DCP means the Greenvale West [R3] Precinct Development Contributions Plan, December 2010 published by the Growth Areas Authority and approved as part of Amendment C121 to the Planning Scheme.

Development means the development allowed by the Planning Permit.

Development Infrastructure has the same meaning as in the Act and also includes any development infrastructure projects described in the DCP.

Development Contributions Levy means all development contributions levies referred to or payable pursuant to the DCP. In this Agreement it includes all levies payable in respect of Development Infrastructure and the Community Infrastructure Levy.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. A copy of the Endorsed Plans are available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

GAIC means a Growth Areas Infrastructure Charge under the Act.

Mortgagee means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land or any part of it.

occupation has the ordinary meaning given to it but does not apply to any person including the Owner , its employees, agents, contractors or any other authorised persons, in carrying out works relating to the Development.

Owner means the person registered or entitled from time to time to be registered as proprietor 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 Parties to this Agreement.

Planning Permit means planning permit No. P15166, as amended from time to time, issued on 24 August 2011, authorising use of the Subject Land for staged residential subdivision and access to a road zone on the Subject Land in accordance with the Endorsed Plan.

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

Stage means a stage of the development of the Subject Land as identified in any Endorsed Plan or any other plan endorsed under another planning permit authorising development of the Subject Land.

Stage 1C means Stage 1C as described on the Endorsed Plan.

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

Structure Plan means the Greenvale West Precinct Structure Plan, as referred to in the DCP.

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Subject Land means the land situated at 870 Somerton Road and 1075 Mickleham Road, Greenvale referred to in Certificates of Title Volume 11323, Folio 552, being Lot D on Plan of Subdivision No. PS646763R, Certificate of Title Volume 11315 Folio 892 , being Lot B on Plan of Subdivision No. PS646742A (**the Adjacent Land**), Certificate of Title Volume 11323 Folio 215 being Lot A on Plan of Subdivision No. PS646797X and Certificate of Title Volume 11323 Folio 216 being Lot B on Plan of Subdivision No. PS646797X. Any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

Works in Kind means Project IT03 as described in the DCP.

2. Interpretation

In this Agreement unless the context admits otherwise:

2.1 the singular includes the plural and vice versa;

2.2 a reference to a gender includes all genders;

2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;

2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;

2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;

2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;

2.7 the Background forms part of this Agreement;

2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and

2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Development Contributions Levies

3.1 Subject to clause 3.3 the Owner must pay the Collecting Agency all Development Contributions Levies for the development authorised by the Planning Permit at least 21 days prior to requesting a Statement of Compliance for any Stage.

3.2 Subject to Clause 3.3, the Owner agrees that it must, prior to requesting any further Statement of Compliance for any Stage, also pay to the Collecting Agency all Development Contributions Levies payable for any Stage for which a Statement of Compliance issued prior to the date of this Agreement, including for any Stage which does not form part of the Subject Land.

3.3 Council will not require the Owner to pay a Development Contributions Levy for any Stage unless:

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3.3.1 the Owner has failed to deliver the Works in Kind in accordance with this Agreement; or

3.3.2 the remaining value of the Owner's Credit is insufficient to meet any outstanding liability to pay a Development Contributions Levy pursuant to the DCP.

4. Works in Kind

4.1.1 The Owner agrees that it must construct the Works in Kind for Project IT03:

(a) in accordance with the detailed design and specifications to be approved by VicRoads (in consultation with Council) under clause 4.1.2 of this Agreement;

(b) in accordance with the following timeline, subject to clause 4.1.3:

(i) construction must be commenced within 180 days of the date of this Agreement;

(ii) with the exception of the issue of a Statement of Compliance for Stage 1C, construction must be completed to the reasonable satisfaction of VicRoads prior to the Owner requesting any further Statements of Compliance for any Stage; and

to the reasonable satisfaction of VicRoads.

4.1.2 The Owner must obtain approval from VicRoads (in consultation with Council) of its proposed design and specifications for the Works in Kind. The proposed design and specifications for the Works in Kind must be generally in accordance with the functional layout plan specified in the DCP, with any material changes to be approved by VicRoads.

4.1.3 If the Owner does not meet the timeframe set out in clause 4.1.1, Council may:

(a) at its absolute discretion extend the timeframe; or

(b) with the exception of a Statement of Compliance for Stage 1C, refuse to issue any Statement of Compliance for any Stage until the Works in Kind are completed to the satisfaction of VicRoads.

4.1.4 The Owner must maintain the Works in Kind for a period of 12 months following the completion of construction to the satisfaction of VicRoads.

5. Credits for Works in Kind

5.1 Quantum

5.1.1 Council will, upon approval of the plans pursuant to clause 4.1.2, allocate a Credit in favour of the Owner equal to $1,804,000, indexed in accordance with clause 5.2, being an amount representing:

(a) 50% of the cost of Project IT03 as specified in the DCP; and

(b) 100% of the cost of Project PL01 specified in the DCP.

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5.1.2 Prior to the issue of a Statement of Compliance for a Stage 1C (or the first Stage approved after the execution of this Agreement by Council), and upon provision of the information required by clause 7, Council shall:

(a) calculate the Development Contributions Levies payable for:

(i) that Stage; and

(ii) for any previously released Stage; and

(b) deduct the amount calculated under clause 5.1.2(a) from the remaining value of the Credit to the extent that the Credit has not been exhausted, leaving a new Balance Credit.

5.1.3 Prior to the release of a Statement of Compliance for any other Stage, and upon provision of the information required by clause 7, Council will:

(a) calculate the Development Contributions Levy payable for that Stage; and

(b) deduct the amount calculated under clause 5.1.3(a) from the previous Balance Credit to the extent that the Balance Credit has not been exhausted, leaving a new Balance Credit.

5.2 Adjustments and Indexation

5.2.1 The Parties agree that:

(a) the value of the Works in Kind, Development Contributions Levies and any Credit provided for or to be provided under this Agreement are to be indexed in accordance with the DCP;

(b) the value of the Credit will not be adjusted:

(i) in respect of any interim intersection treatments which are to be provided by agreement with VicRoads;

(ii) if the actual cost of providing the Works in Kind is different than the Agreed Cost; and

(iii) in respect of any design, specification, treatment, standard or material applied by the Owner in respect of the Works in Kind which is not accounted for in the Agreed Cost.

5.2.2 The Owner agrees that:

(a) the DCP apportions the cost of infrastructure based on the proportion of the demand levied throughout the DCP area (**Main Catchment Area**), and does not include funding mechanisms for 100% of the cost of required infrastructure which may be provided as Works in Kind;

(b) to the extent that the actual costs of the Works in Kind are more than the value of the Credit:

(i) it is not entitled to any additional contribution from Council; and

(ii) the owner may seek additional funding contributions from the relevant road authority, or any other source (other than Council)..

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5.3 Reimbursements

Following completion of the Works in Kind to its satisfaction, Council must reimburse the Owner if the remaining value of the Credit exceeds the actual cost of constructing the Works in Kind. Where this clause applies:

5.3.1 Council may, at its absolute discretion, deduct the amount owed to the Owner from any Development Contributions Levy which remains payable to the Collecting Agency under the DCP for any Stage, from the amount to be reimbursed;

5.3.2 the timing of such reimbursement shall be determined having regard to the availability of funds in the DCP Fund.

5.4 Owners entitlements are personal

The Parties agree that the Owner's entitlements to a Credit or reimbursement under this Agreement are personal and do not accrue to any successor in Open Space and Equalisation

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6. Open Space

6.1 For the purposes of condition 7(b) of the Planning Permit, the parties agree that the Owner must satisfy its public open space contributions for the development of the Subject Land authorised by the Planning Permit in accordance with this Agreement.

6.2 For the purposes of clause 6.1, and unless the Parties agree otherwise, the Owner must set aside public open space on any future plan of subdivision of the Adjacent Land in accordance with the DCP, subject to any minor modifications which may be approved by Council and do everything necessary to ensure that the required land vests in Council.

6.3 In the event that the Owner fails to obtain a planning permit for the subdivision of the Adjacent Land within 12 months of the date of this Agreement, the Owner must:

6.3.1 not use or develop the Adjacent Land for purposes other than public open space, until the required public open space land has vested in Council; and

6.3.2 comply with condition 7(b) of the Planning Permit without delay by doing everything reasonably required of it to vest the required public open space in Council as a public open space reserve on that part of the Adjacent Land in accordance with the Structure Plan. The provision of public open space may be staged, but must be:

(a) in accordance with:

(i) the Structure Plan;

(ii) plans approved by Council; and

(b) provided;

all to Council's satisfaction.

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7. Provision of Information

7.1 Prior to requesting the issue of a Statement of Compliance under the *Subdivision Act* 1988 for any Stage, the Owner must provide Council with a document signed on its behalf which certifies the following information for each relevant Stage:

7.1.1 the number of net developable hectares of land included in the Stage and for all Stages which have previously been released;

7.1.2 the Development Contribution Levies payable for each Stage;

7.1.3 the extent to which the Credit has been relied upon to meet liabilities for all previous Stages and the residual value of the Credit;

7.1.4 the amount of Credit relied upon for the proposed Stage;

7.1.5 the amount of the remaining Credit which may be used for all subsequent Stages, following the release of the proposed Stage; and

7.1.6 any shortfall between the value of the Credit and the Development Contributions Levy payable for the Stage;

all to the satisfaction of Council.

7.2 Council acknowledges that it may be required to assist the Owner by providing necessary information it holds for the purpose of enabling the Owner to comply with clause 7.1 where the Owner is reliant on such information being provided by Council. Council must use best endeavours to provide the necessary information to the Owner within 7 days of a request by the Owner to the Council seeking information required for the purpose of meeting its obligations.

8. Owner's further obligations

8.1 Notice and registration

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

8.2 Further actions

The Owner:

8.2.1 must do all things necessary to give effect to this Agreement;

8.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act and do all things necessary to enable Council to do so, including:

(a) sign any further agreement, acknowledgment or document; and

(b) obtain all necessary consents to enable the recording to be made.

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8.3 **Council's costs to be paid**

Prior to this Agreement being recorded on the Certificate of Title of the Subject Land, the Owner must pay to Council, Council's reasonable costs and expenses (including legal expenses) of preparing, drafting, finalising, signing, recording and enforcing this Agreement.

9. Agreement under section 173 of the Act

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

10. Owner's warranties

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.

11. Successors in title

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

11.1 give effect to this Agreement; and

11.2 enter into a deed agreeing to be bound by the terms of this Agreement.

12. General matters

12.1 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:

12.1.1 personally on the person;

12.1.2 by leaving it at the person's current address for service;

12.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;

12.1.4 by facsimile to the person's current number for service; or

12.1.5 by email to the person's current email address for service.

12.2 No waiver

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

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12.3 Severability

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

12.4 No fettering of Council's powers

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

12.5 Inspection of documents

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

12.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

13. GST

13.1 GST Act

In this clause words that are defined in A New Tax System (Goods and Services Tax) Act 1999 have the same meaning as their definition in that Act.

13.2 Exclusive of GST

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

13.3 Recipient must pay

If GST is payable in respect of any supply made by a supplier under this Agreement, 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.

13.4 Tax Invoice

The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST under this Agreement.

14. GAIC

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

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14.2 The Owner must provide a certificate from the State Revenue Office certifying that all GAIC liabilities in respect of the land referred to in clause 14.1 have been discharged.

15. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.

16. Ending of Agreement

16.1 This Agreement ends when the Owner has complied with all of the Owner's obligations under this Agreement.

16.2 If this Agreement relates to more than one lot and the owner of that lot has complied with all of the obligations in relation to that lot, the owner of that lot may request Council to end this Agreement in relation to that lot.

16.3 After the Agreement has ended, Council will, at the Owner's written request and at the Owner's cost, apply to the Registrar of Titles under section 183(1) of the Act to cancel the record of this Agreement.

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Signing Page

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

Signed by and on behalf, and with the authority, of the **Hume City Council** by John Karageorge, Manager of Statutory Planning, in the exercise of a power conferred by an Instrument of Delegation, in the presence of:

Witness

PATRICK MORA
Name of Witness (please print)

Executed by Australand Residential No 164 Pty Ltd ACN 107 356 703 in accordance with section 127(1) of the *Corporations Act* 2001 by being signed by authorised persons for the company

Director

ROD FRETWELL
Full name

35 Imbros Street, Hampton VIC 3188
Usual address

Director (or Company Secretary)

SERENA NG
Full name

Level 3, 1C Homebush Bay Drive, Rhodes NSW 2138
Usual address

Rates & charges reminder notice

For the period 1 July 2022 to 30 June 2023
Enquiries: 9205 2200

HUME CITY COUNCIL
ABN: 14 854 354 856

C GEORGOUDIS
30 HONEY FLOWER WAY
GREENVALE VIC 3059

025
1003363
R1_7335

PROPERTY NUMBER: 701116
PAYMENT REFERENCE: 9836099
DATE OF ISSUE: 7/06/2023

For emailed notices:
hume.enotices.com.au
Reference: 2C057A14EW

PROPERTY DETAILS

30 HONEY FLOWER WAY GREENVALE VIC 3059
Lot 1239 PS 734597R Vol 11609 Fol 487

Site Value	Capital Improved Value	Net Annual Value
$349,000	$581,000	$29,050

Level of Value Date: 01/01/2022
Date Adopted for Rating Purposes: 01/07/2022

INSTALMENT AMOUNT DUE

[redacted]

DUE DATE

Now Due

RATES & CHARGES

Amount Due	[redacted]

This notice includes payments made to 6/06/2023

Customer Service Centres

Broadmeadows 1079 Pascoe Vale Road
Craigieburn 75-95 Central Park Avenue
Sunbury 44 Macedon Street
Cashier hours: 8am–5pm weekdays

Contact Council

PO BOX 119, Dallas 3047
Phone: 9205 2200
Email: contactus@hume.vic.gov.au
hume.vic.gov.au

Thank you if you have recently made a payment. If you're experiencing financial hardship, we encourage you to apply for a payment plan online in under five minutes, www.hume.vic.gov.au/rates

HOW TO PAY

BPAY (BPAY View Registration No: 9836 099)
Access Bpay via your Internet banking
BILLER CODE: 12500
REF: 9836099

POST BILLPAY
BILLPAY CODE: 0862
REF: 9836099

*862 9836099

ONLINE OR PHONE
Call 13 18 16 or visit hume.vic.gov.au/pay

DIRECT DEBIT
Register online at hume.vic.gov.au/rates to arrange automatic payment of your account

IN PERSON
Pay at your nearest Council Customer Contact Centre in Broadmeadows, Craigieburn or Sunbury or visit your nearest Post Office.

MAIL
Send this slip with your cheque made payable to: Hume City Council, PO Box 119 Dallas 3047

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

29th June 2023

Vicland Conveyancing

Dear Vicland Conveyancing,

RE: Application for Water Information Statement

Property Address:	30 HONEY FLOWER WAY GREENVALE 3059
Applicant	Vicland Conveyancing
Information Statement	30776672
Conveyancing Account Number	2400680000
Your Reference	

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

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

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

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Yarra Valley Water Property Information Statement

Property Address	30 HONEY FLOWER WAY GREENVALE 3059

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This property has an Overflow Relief Cap (ORC) installed which is an anti-infiltration device that seals against storm water entering sewer drain during flood conditions. The top of the device must be kept clear of any obstruction at all times. It is the owner's responsibility to maintain this and to ensure that ORC is fitted to the Overflow Relief Gully at all times. If this cannot be located, cost of rectifications may be charged to the owner.

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

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

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

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Melbourne Water Encumbrance

Property Address	30 HONEY FLOWER WAY GREENVALE 3059

STATEMENT UNDER SECTION 158 WATER ACT 1989

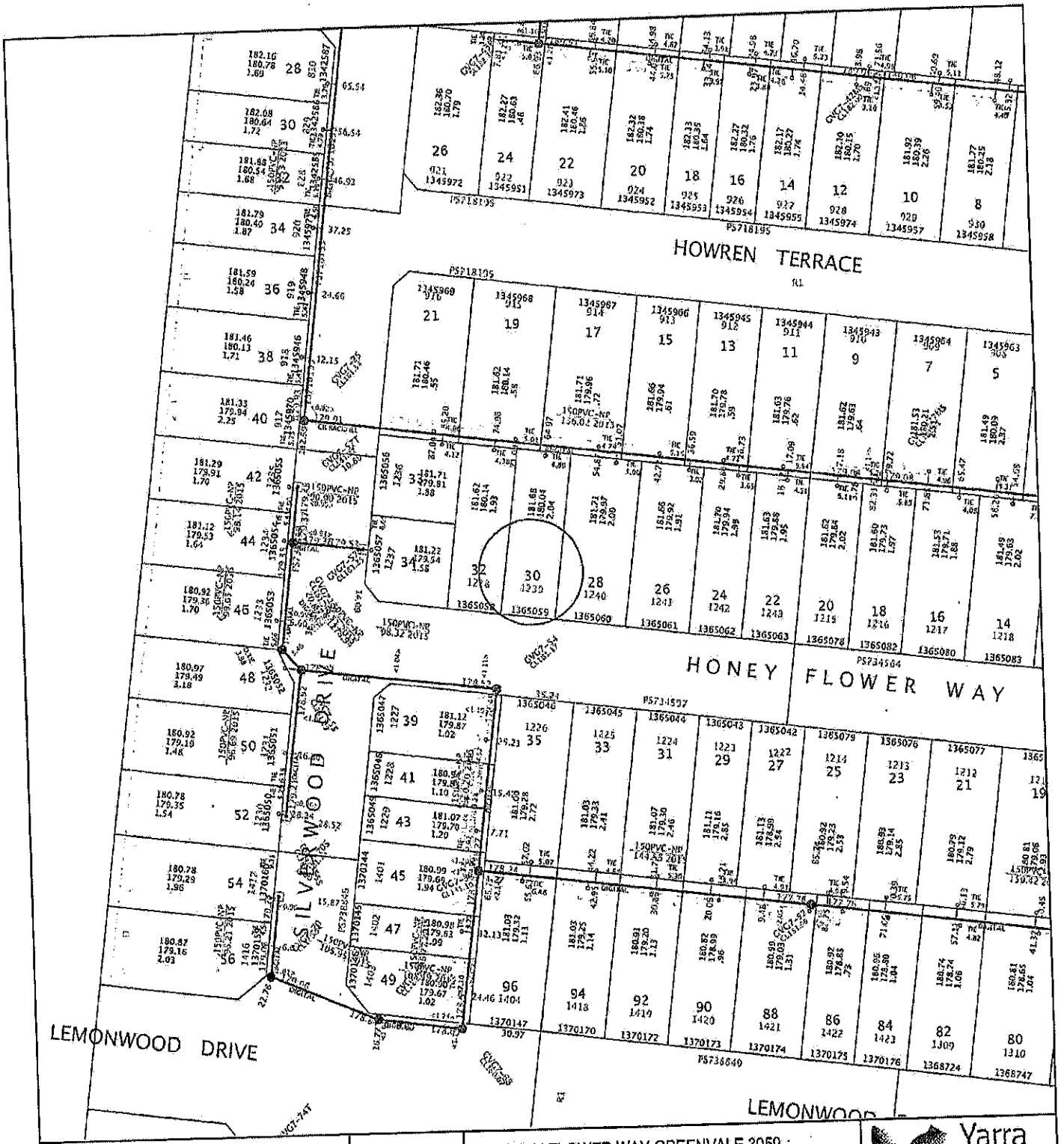
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

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



Yarra Valley Water	**Address**	30 HONEY FLOWER WAY GREENVALE 3059
Information Statement	**Date**	29/06/2023
Number: 30776672	**Scale**	1:1000

N

Yarra Valley Water

ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline		
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline		
Easement	Sewer Pipe Flow		MW Drainage Manhole		
Existing Sewer	Sewer Offset	<1.00>	MW Drainage Natural Waterway		
Abandoned Sewer	Sewer Branch				

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

2nd May 2022

Application ID: 538232

CONDITIONS OF CONNECTION

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

Approval Detail

Water

Required Services

Product	Qty
Relocate meters in Recycled area ONLY up to 600mm	1

Specific conditions affecting encumbrances on property:

Recycled Water

Conditions of Connection Details

GENERAL

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

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

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

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

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:
- Plumbing Regulations 1998 (Vic);
- Water Industry Regulations 2006 (Vic);
- Building Act 1993 (Vic);
- Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
and any other technical requirements which we reasonably specify.

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

WATER

METER ASSEMBLIES & POSITIONING

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

Water meter assemblies:

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

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

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

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

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

REMOVAL OF WATER METERS

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

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

DAMAGED OR STOLEN METERS

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

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

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

- Call **13 2762** (24 hrs).
- Replacement of stolen meters can take up to 10 days. If replacement is required more

urgently, please advise the operator at the time of the call.

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

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

RECYCLED WATER CONDITIONS

Supplementary Conditions of Connection for Class A Recycled Water

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

Checklist	√ or X
This property must be connected to recycled water	
All toilets to be connected to recycled water	
Recycled water external taps front & back to be provided	
Laundry (washing machine stop tap) to be connected to recycled water	
All pipework to be inspected by YVW www.yvw.com.au/rwinspection	
All recycled water pipework to be purple as per AS3500	
Meters have not been moved. Only YVW can move the meters	

Subdivisions will not be issued with Statement of Compliance until these recycled water conditions and any other conditions imposed by YVW have been met.

These conditions are issued under Section 145 of the *Water Act 1989* ("*the Act*") and are applicable to properties supplied with Class A recycled water. These conditions are additional to any other conditions issued in relation to water supply and sewerage works. **Penalties apply under *the Act* for breaches of these conditions.**

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

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

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

1. Breaching these Conditions

1.1. Yarra Valley Water may undertake follow up action under *the Act* for observed non-compliance to these conditions. Action may include:

(a) Serving a Notice to the applicant or property owner under Sections 150/151 of *the Act*. If a Notice if not complied with Yarra Valley Water will carry out any works and take any other action necessary to remedy the contravention and recover reasonable costs from the person on whom the Notice was served

(b) Discontinuation of supply without notice under Section 168 of *the Act*

(c) Escalation to relevant authorities including the Victorian Building Authority (VBA)

2. Class A Recycled Water Agreement and Environment Improvement Plan (EIP) - Non-Residential only

2.1. For non-residential properties where Class A recycled water is available, upon:

(a) connection of the property to the Class A recycled water supply system; or

(b) change in the intended use of Class A recycled water at the property; and/or

(c) change in the user (either property owner or tenant) of Class A recycled water at the property

the property owner must:

(i) advise Yarra Valley Water of the intended use and the name of the user of Class A recycled water at the property to enable a risk assessment to be completed for approval of the use of Class A recycled water at the property; and

(ii) where required by Yarra Valley Water, ensure the user of Class A recycled water at the property submits an EIP to Yarra Valley Water's satisfaction and enters into a Class A Recycled Water Agreement with Yarra Valley Water.

In the case of section 2.1(a), the requirements in section 2.1 must be met prior to Class A recycled water being connected to the property. In the case of section 2.1(b) and/or 2.1(c), Yarra Valley Water may cease supply of Class A recycled water to the property until the conditions of section 2.1 are met.

For further details, please email recycledwater@yvw.com.au.

3. Recycled Water Plumbing

3.1. Toilet cisterns

(a) Residential

(i) All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply.

(ii) Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply.

(b) Non-Residential

(i) All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply unless YVW has otherwise received and approved an application to the contrary.

(ii) Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply.

3.2. Rainwater Tanks

(a) Rainwater tanks may be used for outdoor taps, irrigation systems and flushing of toilets.

(b) Backup supply to the rainwater tank is only to be provided via an automatic changeover device connected to the Class A recycled water supply. All pipework must be appropriately marked as "Recycled or Reclaimed Water – Do Not Drink" and taps must comply with the recycled water plumbing requirements.

3.3. External Taps – Residential

(a) An external recycled water tap must be installed to service the **front** of the property:

(i) Yarra Valley Water supplies a purple recycled water riser and tap with removable tap handle and signage at the time of the tapping for single residential lots/houses. The tap can be relocated by the private plumber if required but not removed. **Under no circumstances are the meters to be moved.**

(ii) The private plumber is required to fit the front purple recycled water tap with removable tap handle and signage for each unit in a single level residential unit development, or for the common property in a multi-level residential unit development.

(iii) Taps must be located to service the front external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.

(b) An external recycled water tap must be installed to service the rear of the property:

(i) Taps to be located to service the rear external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.

(ii) For single level unit developments, rear taps are to be installed per unit, or for the common property in a multi-level unit development.

(c) All external recycled water taps must have the following features:

(i) The whole body of the tap and handle must be coloured purple

(ii) Tap to be the jumper valve type

(iii) Tap handle must be the removable type

(iv) Standard thread on tap outlet for garden hose bib

(v) Tap inlet to have 5/8" right hand thread

(d) An external drinking water tap must installed to service the **front** of the property

(i) Yarra Valley Water supplies a drinking water riser and tap with atmospheric vacuum breaker at the time of the tapping for single residential lots/houses. The tap can be relocated by the private plumber if required but not removed. **Under no circumstances are the meters to be moved.**

(ii) The private plumber is required to fit the front drinking water tap with atmospheric vacuum breaker for each unit in a single level residential unit development, or for the common property in a multi-level residential unit development.

(iii) Taps must be located to service the front external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.

(e) **All external drinking water supply taps must be fitted with atmospheric vacuum breakers.**

(f) Where prior approval has been sought to install meters in pits, it is the responsibility of the private plumber to provide front taps for the drinking and Class A recycled water supplies.

3.4. External Taps – Non-Residential

(a) External recycled water taps may be installed to service the front and/or rear areas of the property.

(b) All external recycled water taps must comply with the features detailed in section 3.3(c).

(c) All external recycled water taps at the property must be fitted with a keyed tap lock or be installed in a secure location where the property is partially or wholly one of the following:

(i) an educational site including but not limited to schools and kindergartens;

(ii) a site to which the public have access;

(iii) a health care centre; or

(iv) a site that is likely to have children present.

(d) At least one external drinking water tap must be provided to service the property.

(e) **All external drinking water supply taps must be fitted with atmospheric vacuum breakers.**

3.5. Laundry Use

(a) A recycled water washing machine tap must be installed in the laundry.

(b) All recycled water washing machine tap kits must have the following features:

(i) For horizontal tap installations: recycled water washing machine tap to be installed on the right side of the cold water tap (hot, cold & then recycled water from left to right).

(ii) For vertical tap installations: recycled water washing machine tap to be installed beneath the cold water tap (hot, cold & then recycled water from top to bottom).

(iii) 5/8" Female threaded tap complete with purple handle and standard ¾" outlet

(iv) 5/8" Male lugged elbow

(v) Cover Plate with laser etched regulatory prohibition hybrid sign complying with AS1319 stating "Recycled Water Do Not Drink"

3.6. Irrigation Systems

(a) Irrigation systems connected to recycled water must be fitted with an approved master solenoid valve to ensure that main lines up to individual sprinkler station solenoid valves are not under constant pressure. The master solenoid should be located close to the meter assembly to reduce the length of pressurized irrigation piping.

(b) An appropriate containment backflow prevention device is to be fitted and independently

tested.

(c) You must ensure that recycled water runoff from the property to the stormwater is prevented.

3.7. Regulatory Prohibition Hybrid Signs

(a) A recycled water regulatory prohibition hybrid sign with the words **"Recycled Water Do Not Drink"** and complying with AS1319 is to be installed within 150mm of each external recycled water tap outlet, above the tap.

4. Uses of Recycled Water

4.1. Below is a summary list. For a more detailed information or clarification on Class A acceptable use please contact Yarra Valley Water.

4.2. Properties which YVW require the site occupier to be on a Recycled Water Agreement are subject to the uses approved by YVW as stated in their Recycled Water Agreement.

USE OF CLASS A RECYCLED WATER	YES (✓) or NO (X)
Fire-fighting & fire protection systems (**excluding sprinkler systems**)	YES (✓)
Toilet / urinal flushing (**excluding bidets**)	YES (✓)
Laundry washing machines	YES (✓)
Vehicle washing	YES (✓)
Garden watering including vegetables	YES (✓)
Filling water features/ornamental ponds (**not for swimming**)	YES (✓)
Irrigation of public open space (e.g. parks, sports grounds)	YES (✓)
Irrigation of pasture & crops	YES (✓)
Livestock (**excluding pigs**)	YES (✓)
Cooling towers	YES (✓)
Industrial use: • Boiler feed water • Process water • Wash-down water • Dust suppression	YES (✓)
Fire protection sprinkler systems	NO (X)
Drinking (humans or pigs)	NO (X)
Cooking or other kitchen purposes	NO (X)
Personal washing (baths, showers, basin, bidets)	NO (X)
Swimming pools or spas	NO (X)
Children's water toys	NO (X)
Evaporative coolers	NO (X)
Indoor household cleaning	NO (X)
Recreation involving water contact e.g. children playing under sprinklers	NO (X)

5. Plumbing Standards

5.1. All recycled water plumbing works are to be carried out in accordance with:

(a) AS/NZS 3500

(b) Water Metering & Servicing Guidelines (Water Authorities). A copy of these guidelines are available by visiting www.yvw.com.au

(c) EPA Dual pipe water recycling schemes – health and environmental risk management (guidelines for environmental management)

6. Inspections For Recycled Water Plumbing Works

6.1. The plumber is required to register and book inspections via Yarra Valley Water's online booking system (www.yvw.com.au/rwinspection). Inspections are mandatory and required at the stages below:

(a) **R1 – All below ground pipework prior to backfilling**

(i) For Houses and High Rise developments an R1 inspection must be done from the main meter to the building

(ii) For Multi-Unit developments an R1 inspection must be done for the internal main between the main meter and the check meters. R1 inspections are then required for each unit from the check meter to each dwelling

(iii) For larger, more complex developments multiple R1 inspections may be required to inspect all the below ground pipework in stages

(iv) Irrigation Systems require inspection of all below ground pipework

(b) **R2 – All internal pipework prior to plastering**

(i) For High-Rise developments separate R2 inspections must be booked for the common pipework on each floor servicing each dwelling

(c) **R3– Commissioning prior to occupancy**

(i) The site must have passed the R1 and R2 inspections before the R3 can be done

(ii) All tap-ware and plumbing fixtures must be fitted and operational

(iii) Properties must not be occupied before passing the R3 inspection

(iv) Irrigation systems must be commissioned prior to lodgement of the Compliance Certificate

For inspection related enquiries:
Email: rwplumbinginspection@yvw.com.au
Phone: 9872 2518

6.2. The deadline for booking R1 and R2 inspections is 3pm Monday to Friday

6.3. R3 inspections require two (2) business days' notice of the required inspection date

6.4. Inspections will take place Monday to Friday only. Inspections are not available on weekends or public holidays. Inspection times are 7.30am to 3pm.

6.5. R1 and R2 inspections can be booked consecutively for the same booking date only if they are both ready for inspection

6.6. R2 inspections can only be booked on metered properties or where a test bucket has been used to pressurise the pipework

6.7. For R3 inspections the plumber will be contacted by the next business day to confirm the inspection time

6.8. Safe access to the site must be provided for inspections to take place

6.9. Failure to book inspections will result in penalties. Refer Section 1.

6.10. A PIC Consent Number is required for every property/residence being booked for inspections. Contact Yarra Valley Water if you do not have a PIC number for every property/residence being inspected:

(a) For unit developments a Stage 1 (R1) inspection is also required from the main meter to the check meters, therefore a PIC Consent Number is also required for the main to check inspection.

6.11. Straight bridging pieces where a meter is missing are not acceptable due to the risk of backflow contamination:

(a) Properties using a straight piece will not pass these inspections.

6.12. Yarra Valley Water will only carry out the required inspections in so far as they relate to the Conditions of Connection issued for new developments connecting to recycled water. Inspections will be carried out in accordance with the EPA Guidelines and a Risk Based Approach. Yarra Valley Water will not be certifying or approving plumbing works in terms of quality and will not be liable for any poor workmanship carried out by the plumber.

7. Temporary Cross Connections

7.1. Where pressure testing of pipework installed for the provision of Class A Recycled Water requires a temporary interconnection with the drinking water supply plumbing, such Interconnection is to be above ground and clearly visible.

7.2. This interconnection is to be removed by the private plumber at the time of the commissioning inspection.

8. Tappings

8.1. The drinking water property service pipe is to be PE pipe and must be water marked.

8.2. The Class A Recycled Water property service pipe is to be solid jacketed purple PE pipe and must be water marked:

(a) PE pipe must not form any part of the water meter assembly.

8.3. **In the case of short side installations** the recycled water service pipe is to be laid on the left of the drinking water property service pipe (when facing the property) and maintain 300mm separation.

8.4. **In the case of long side installations** the same conduit for the drinking water property service may be utilised for the recycled water, however the 300mm separation is to be maintained on both the upstream and downstream ends of the conduit.

9. Locking Device

9.1. All recycled water meters will be installed with a locking device at the time of the tapping.

9.2. The locking device can only be removed by Yarra Valley Water when the property is commissioned, passing the R3 inspection:

(a) If the locking device is removed prior to commissioning, this will be considered a breach of these Conditions and Section 288 of *the Act*. The locking device will be re-fitted and follow up will occur under *the Act*.

10. Meter Assemblies & Positioning

10.1. Recycled water meters are to be positioned to the left of the drinking water meter assembly.

10.2. Recycled water meters and the meter assembly including inlet and outlet pipework must be purple.

10.3. **Meters in recycled water areas can only be moved by Yarra Valley Water.**

(a) An application must be made online via easyACCESS to move the meter/s.

(b) Yarra Valley Water can move meters up to 600mm from their original tapping location:

(i) 20mm and 25mm meters **are moved for free**

(ii) 32mm and above incur costs

(c) Meters which need to be moved >600mm need to be plugged and re-tapped and the relevant fees paid.

(d) Any meters which have been illegally moved are in breach of these Conditions and Section 288 of *the* Act. Yarra Valley Water will take the necessary action required to rectify the meters and recover any costs in doing so from the applicant or property owner as required. Rectification may include disconnection of services, relocating meters back to their original position, or if this is not possible plugging and re-tapping to a new location.

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

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

10.6. Any 25mm installation must be fitted with a right-angle ball valve.

10.7. Minimum separation between meters as follows:

(a) 20mm to 25mm meters – 250mm minimum clearance between meters

(b) 32mm and above – 150mm minimum clearance between meters

(c) For recycled and potable meters – minimum 300mm minimum clearance between the recycled and potable meters

11. Stolen Meters

11.1. Until the meter is replaced no connections between the supply and the dwelling are to be reinstated at the property. No straight pieces or alternative connections are allowed to be installed unless fitted by Yarra Valley Water's maintenance contractor.

11.2. Stolen meters must be reported by calling Yarra Valley Water on **1300 304 688.**

12. Owner's Responsibility

12.1. It is the owner/s (or for non-residential properties with a Recycled Water Agreement, the site occupier/s) responsibility to carry out the following:

(a) Educate children and visitors to the property about the permitted uses of Class A recycled water

(b) Remove the handle from the recycled water taps when not in use

(c) Ensure that all recycled water regulatory prohibition hybrid signs are visible and legible at all times

12.2. For Irrigation Systems:

(a) Until Class A Recycled Water is available (i.e. charged through the recycled water main), irrigation systems time of operation must comply with current Government water restriction requirements

(b) Annual testing of the backflow prevention device is required to ensure the device is operating correctly

(c) Signage must be produced at the owner's expense and displayed prominently within 150mm of all recycled water outlets. These signs should comply with AS1319 and should contain the wording: "Recycled Water Do Not Drink".

12.3. The conditions detailed in this document are binding on subsequent owners.

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made. We may also amend these conditions from time to time if we consider that it is necessary to:
- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services: or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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

7th December 2015

Application ID: 186670

CONDITIONS OF CONNECTION

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

Approval Detail

Water

Required Services

Product	Qty
20mm Potable Pressure Limiting Valve (PLV)	1
Recycled Water Audit Fee (Includes GST)	1
Combo Drinking Water & Recycled Water	1
20mm Recycled Pressure Limiting Valve (PLV)	1

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Water & Sewer Connection	1365059

Specific conditions affecting encumbrances on property:

Recycled Water

Conditions of Connection Details

GENERAL

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

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

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

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

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:
- Plumbing Regulations 1998 (Vic);
- Water Industry Regulations 2006 (Vic);
- Building Act 1993 (Vic);
- Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
and any other technical requirements which we reasonably specify.

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

WATER

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

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

of connection.

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

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

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

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

METER ASSEMBLIES & POSITIONING

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

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

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

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

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

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

REMOVAL OF WATER METERS

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

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

DAMAGED OR STOLEN METERS

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

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

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

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

RECYCLED WATER

Supplementary Conditions of Connection for Class A Recycled Water

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

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

Recycled Water Supply

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

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

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

- **Environment Improvement Plan (EIP)**

  a) **Non-Residential only**

  1. Prior to the supply of Class A Recycled Water being made available to the property, an approved Environmental Improvement Plan (EIP) is required to be submitted and executed by Yarra Valley Water. For details of this please contact Yarra Valley Water's Recycled Water Officer on 9872 2557.

  2. Yarra Valley Water may audit the site at any time to check that recycled water is being used in accordance with the EIP

- **Recycled Water Plumbing**

  a) **Toilet cisterns**

  1. All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply

  2. Toilets with an Integrated bidet **are not** to be connected to the Class A Recycled Water Supply

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

  b) **External Taps – Residential**

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

(3) Taps must be located to service the front external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.

2. An external recycled water tap must be installed to service the rear of the property
   (1) Taps to be located to service the rear external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
   (2) For single level unit developments, rear taps are to be installed per unit, or for the common property in a multi-level unit development.

3. All external recycled water taps must have the following features:
   (1) The whole body of the tap and handle must be coloured purple
   (2) Tap to be the jumper valve type
   (3) Tap handle must be the removable type
   (4) Standard thread on tap outlet for garden hose bib
   (5) Tap inlet to have 5/8" right hand thread

4. At least one external drinking water tap must be provided to service the property, located at the front
   (1) All external drinking water supply taps must be fitted with atmospheric vacuum breakers
   (2) Yarra Valley Water provides an external drinking water riser and tap fitted with an atmospheric vacuum breaker as part of the tapping for single lots/houses. This tap can be relocated by the private plumber but not removed. Under no circumstances are the meters to be moved.
   (3) The private plumber is required to provide an external drinking water tap with atmospheric vacuum breaker for each unit in a single level unit development, or for the common property in a multi-level unit development.

5. Where prior approval has been sought to install meters in pits, it is the responsibility of the private plumber to provide front taps for the drinking and Class A recycled water supplies.

c) External Taps – Non-Residential

1. External recycled water taps may be installed to service the front and/or rear areas of the property

2. All external recycled water taps must comply with the features detailed in section 2(b)(3)

3. For educational & public buildings/areas, schools, kindergartens, health care centres
   (1) All external recycled water taps must also be fitted with a 'Hose Bib Tap Lock'

4. At least one external drinking water tap must be provided to service the property
   (1) All external drinking water supply taps must be fitted with atmospheric vacuum breakers

d) Laundry Use

1. A recycled water washing machine tap must be installed in the laundry

2. All recycled water washing machine tap kits must have the following features:

(1) For horizontal tap installations: recycled water washing machine tap to be installed on the right side of the cold water tap (hot, cold & then recycled water)
(2) For vertical tap installations: recycled water washing machine tap to be installed beneath the cold water tap (hot, cold & then recycled water)
(3) 5/8" Female threaded tap complete with purple handle and standard ¾" outlet
(4) 5/8" Male lugged elbow
(5) Cover Plate with laser etched prohibition warning complying with AS1319 stating "Recycled Water Do Not Drink"

e) **Irrigation Systems**

1. Irrigation systems connected to recycled water must be fitted with an approved master solenoid valve to ensure that main lines up to individual sprinkler station solenoid valves are not under constant pressure. The master solenoid should be located close to the meter assembly to reduce the length of pressurized irrigation piping.

2. Irrigation systems connected to recycled water must incorporate moisture sensors to ensure watering is controlled during or following periods of rain

3. An appropriate containment backflow prevention device is to be fitted and independently tested

4. You must ensure that only the minimum possible volume of Class A recycled water runs off the property to the stormwater system.

f) **Prohibition Signs**

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

- **Uses of Recycled Water**

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

Fire sprinkler systems	NO (X)

- **Plumbing Standards**

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

- **Inspections For Recycled Water Plumbing Works**

The process for carrying out residential recycled water plumbing inspections has changed. As of 13th April 2015 Yarra Valley Water will be responsible for the following inspections:

- Stage 1 (R1) – On completion of the pipework between the meter and the house (prior to backfilling)
- Stage 2 (R2) – On completion of the Roughing In (prior to plaster installation)

The Victorian Building Association (VBA) will continue to carry out the Stage 3 inspections up until 30th June 2015

- Stage 3 (R3) – At the commissioning stage (prior to the building being occupied and lodgement of the Compliance Certificate)

Yarra Valley Water will only carry out the required inspections in so far as they relate to the Conditions of Connection issued for new developments connecting to recycled water.

Inspections will be carried out in accordance with the EPA Guidelines and a Risk Based Approach.

Yarra Valley Water is entitled to enter the relevant land and premises for the purpose of inspection of the recycled water supply as defined in these Conditions of Connection under the EPA Guidelines and Risk Based Approach.

Section 145 of the Water Act allows for the imposition of the Conditions of Connection response to an application or request for connection.

Section 150 of the Water Act provides authority for Yarra Valley Water to serve notice on the owner/developer for rectification of an assessed failure to comply with the EPA Guidelines.

Yarra Valley Water may issue a notice specifying observed non-compliance should the requirements

of these Conditions of Connection not be met insofar as they relate to recycled water. If non-compliance is observed connection to the recycled water system will not be permitted until a satisfactory inspection has been achieved.

If non-compliance continues, in order to maintain our servicing obligations (associated with public health) the recycled water supply can be disconnected.

Should Yarra Valley Water observe non-compliance with the Plumbing Regulations (which differ from compliance with the EPA Guidelines) the non-conformance may be reported to the Victorian Building Authority (VBA).

Yarra Valley Water will not be certifying or approving plumbing works in terms of quality and will not be liable for any poor workmanship carried out by the plumber

Booking an Inspection for each stage of work

a) **Residential**

1. The plumber is required to use the VBA's E-Toolbox to electronically request mandatory inspections for recycled water for plumbing works as follows :

   (1) **Stage 1 (R1)** – On completion of the pipework between the meter and the house (prior to backfilling).

   This inspection will be carried out by Yarra Valley Water in so far as it relates to the Conditions of Connection
   Yarra Valley Water will not be certifying or approving plumbing works in terms of quality and will not be liable for any poor workmanship carried out by the plumber

   (2) **Stage 2 (R2)** - On completion of the "roughing in" (prior to plaster installation).

   This inspection will be carried out by Yarra Valley Water in so far as it relates to the Conditions of Connection
   Yarra Valley Water will not be certifying or approving plumbing works in terms of quality and will not be liable for any poor workmanship carried out by the plumber

   (3) **Stage 3 (R3)** – At the "commissioning stage" (prior to the building being occupied and lodgement of the Compliance Certificate)

   This inspection will be carried out by the Victorian Building Authority up until **30th June 2015.**

   From 1st July 2015 onwards Yarra Valley Water will be responsible for all recycled water inspections. Details on how to schedule a booking can be found on the Yarra Valley Water Website prior to 1 July 2015

2. Failure to book inspections may result in recycled water not being made available until these Conditions are met. Repeat offenders will be reported to the Victorian Building Authority by Yarra Valley Water

3. A PIC Consent Number is required for every property/residence being booked for inspections. Contact Yarra Valley Water if you do not have a PIC number for every property/residence being inspected

4. For unit developments a Stage 1 (R1) inspection is also required from the main meter to the check meters, therefore e PIC Consent Number is also required for the main to check inspection

5. Stage 1 (R1) & Stage 2 (R2) inspections can be booked consecutively for the same booking date only if they both ready for inspection

   (1) Inspections can be booked from the following business day onwards during business hours depending on availability
   (2) The latest time an inspection can be booked for is 4pm

6. Stage 2 (R2) inspections can only be booked on metered properties or where a test bucket has been used to pressurise the pipework. Prior to booking a Stage 3 inspection Stage (R1) & Stage 2 (R2) must be completed and passed. All tapware and plumbing fixtures must be fitted and operational.

   (1) Straight bridging pieces where a meter is missing are not acceptable due to the risk of backflow contamination
   (2) Properties using a straight piece will not pass these inspections
   (3) Stolen meters must be reported by calling Yarra Valley Water on **1300 304 688**

b) **Non-Residential**

1. **The plumber is required to contact Yarra Valley Water directly (not VBA, previously the PIC) on 1300 651 511 or email easyACCESS@yvw.com.au to request mandatory inspections for recycled water plumbing works** as follows:

   (1) Stage 1 (R1): On completion of the pipework between the meter and the house (prior to backfilling)
   (2) Stage 2 (R2): On completion of the Roughing In (prior to plaster installation)
   (3) Stage 3 (R3): At the Commissioning stage (prior to the building being occupied and lodgement of the Compliance Certificate)

2. Irrigation Systems must be verified at each of the following stages:

   (1) Stage 1 (R1): Meter to master solenoid valve (prior to backfilling)
   (2) Stage 2 (R2): Commissioning (prior to lodgement of the Compliance Certificate)

3. Where the pressure testing of pipework installed for the provision of Class A Recycled Water requires a temporary interconnection with the drinking water supply plumbing, such interconnection is to be above ground and clearly visible

   (1) This interconnection is to be removed by the private plumber at the time of the commissioning inspection

4. Inspections can be booked from the following business day onwards depending on availability

   (1) The latest time an inspection can be booked for is 4pm

5. Failure to book inspections may result in recycled water not being made available until these Conditions are met. Repeat offenders will be reported to the Victorian Building Authority by Yarra Valley Water

- **Tappings**

b) Residential

1. Yarra Valley Water will carry out the tapping for the Class A recycled water supply and the drinking water supply at the same time
   (1) The plumber will be required to book the two tappings at the same time and pay the relevant tapping fee

2. In the case of unit developments, please refer to section 6(b)

c) Non-Residential

1. Yarra Valley Water will carry out the tapping for the Class A recycled water supply and the drinking water supply at the same time and install the connecting valve between the property service and our supply system
   (1) The private plumber will be required to book the two tappings at the same time and pay the relevant tapping fee

2. The private plumber must arrange at their expense, to install both the property service and the connecting works, including installation of the appropriate water meter/s delivered by Yarra Valley Water's contractor
   (1) The drinking water property service pipe is to be PE pipe and must be water marked
   (2) The Class A Recycled Water property service pipe is to be solid jacketed purple PE pipe and must be water marked
   (3) PE pipe must not form any part of the water meter assembly
   (4) Any 25mm installation must be fitted with a right-angle ball valve
   (5) Meter installations must comply with Yarra Valley Water's approved metering technical drawings, which are available for download from www.yvw.com.au
   (6) In the interest of health and safety it is the responsibility of the property owner to ensure that containment, zone and individual backflow prevention is provided

3. **In the case of short side installations** the recycled water service pipe is to be laid on the left of the drinking water property service pipe (when facing the property) and maintain 300mm separation

4. **In the case of long side installations** the same conduit for the drinking water property service may be utilised for the recycled water, however the 300mm separation is to be maintained on both the upstream and downstream ends of the conduit

5. The relevant Road Opening Permit must be obtained from the relevant Authority before

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

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

- **Locked Box**

b) All recycled water meters for residential properties will be installed with a locked box at the time of the tapping
   1. The locked box can only be removed by a VBA (previously PIC) Inspector after the commissioning has been successfully completed
      (1) If a locked box is removed prior to commissioning, this will be considered a breach of these conditions and the service may be plugged. Re-booking fees will apply to have the service reinstated

   2. A temporary interconnection with the drinking water supply plumbing may be established for pressure testing of pipework installed for the provision of Class A Recycled Water
      (1) Such interconnection is to be above ground and clearly visible
      (2) This interconnection is to be removed by the private plumber at the time of the commissioning inspection

- **Meter Assemblies & Positioning**

b) Recycled water meters are to be positioned to the left of the drinking water meter assembly

c) The water meter assemblies **cannot be moved** by the private plumber
   1. Residential:
      (1) Potable and Recycled water meters in mandated recycled water areas can only be moved by Yarra Valley Water's Tapping Contractor within 600mm from the original tapping point
      (2) The private plumber can request the meters to be moved at the time of the tapping
      (3) If meters need to be moved >600mm or once the tapping has been completed then a plugging and re-tapping must be booked and the relevant fee paid
      (4) Any meters which have been moved will be relocated to their original tapping location or the service will be plugged. Yarra Valley Water will recover these costs from the property owner. Re-booking fees will apply to have services reinstated

   2. Non-Residential:
      (1) Meters cannot be moved once installed. Relocation requires a plugging and re-tapping to be booked and the relevant fee paid

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

e) Meters are not permitted to be installed in pits unless prior approval has been given by Yarra

Valley Water

- **Stolen Meters**

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

- **Owner's Responsibility**

b) It is the owner/s responsibility to carry out the following:
1. Educate children and visitors to the property about the permitted uses of Class A recycled water
2. Remove the handle from the recycled water taps when not in use
3. Ensure that all recycled water prohibition signs are visible and legible at all times
4. Ensure that in the case of Educational / Public Buildings, that the 'Hose Bib Tap Lock' is securely in place when recycled water external tap/s are not in use

c) For Irrigation Systems:
(1) Until Class A Recycled Water is available (i.e. charged through the recycled water main), irrigation systems time of operation must comply with current Government water restriction requirements
(2) Class A Recycled Water must be used responsibly. To ensure positive public perception, irrigation during the middle of the day is not recommended
(3) Annual testing of the backflow prevention device is required to ensure the device is operating correctly
(4) Signage must be produced at the owner's expense and displayed prominently in each area recycled water is being used for irrigation purposes. These signs should comply with Australian Standards 2416-2002: *Design and application of water safety signs* and should contain the wording: "Recycled Water is used in this area. Do Not drink. Avoid Contact."
(5) Users of Class A Recycled Water for irrigation purposes are required to comply with Yarra Valley Water's '*End Use Protocol: Irrigation of Public Open Spaces (Garden Beds, Tress, Lawns)*', which can be downloaded at www.yvw.com.au
(6) An Environment Improvement Plan (EIP) is submitted in accordance with Yarra Valley Water guidelines for Class A Recycled Water

d) The conditions detailed in this document are binding on subsequent owners of this recycled water property

SEWER

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

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

This property must have an Overflow Relief Cap (ORC) installed. The ORC has an anti-infiltration device that seals against storm water entering the sewer drain during flood conditions. It is the responsibility of the applicant/owner to ensure that these Conditions of Connection are provided to the Plumber prior to any plumbing work being undertaken on the property and that the plumber is aware of this requirement to install the mandatory ORC on this property. The plumber must comply with these Conditions of Connection. Failure to do so may result in a fine being issued as defined by the Water Act 1989. The top of the device must be kept clear of any obstruction at all times. It is the owner's responsibility to maintain the ORC and to ensure that the ORC is fitted to the Overflow Relief Gully at all times. If Yarra Valley Water cannot locate the ORC, the applicant/owner may be charged the cost of rectification. A detailed brochure on the ORC can be downloaded from the easyACCESS Knowledge Hub.

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made. We may also amend these conditions from time to time if we consider that it is necessary to:
- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services: or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

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

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

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and

- inspecting our assets or works to see if such damage has been caused.

Yarra Valley Water

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Vicland Conveyancing
Info@Viclandconveyancing.Com.Au

RATES CERTIFICATE

Account No: 9901712733
Rate Certificate No: 30776672

Date of Issue: 29/06/2023
Your Ref:

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
30 HONEY FLOWER WAY, GREENVALE VIC 3059	1239\PS734597	5127118	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2023 to 30-06-2023	$19.70	$19.70
Residential Water Usage Charge *Step 1 – 16.000000kL x $2.44510000 = $39.12* Estimated Average Daily Usage $0.41	09-03-2023 to 13-06-2023	$39.12	$39.12
Residential Sewer Service Charge	01-04-2023 to 30-06-2023	$112.45	$112.45
Residential Sewer Usage Charge *26.000000kL x 0.826873 = 21.498708 x 0.900000 = 19.348837 x $1.15400000 = $22.33* Estimated Average Daily Usage $0.23	09-03-2023 to 13-06-2023	$22.33	$22.33
Residential Recycled Water Usage Charge *Recycled Water Usage – 10.000000kL x $1.84890000 = $18.49*	09-03-2023 to 13-06-2023	$18.49	$18.49
Parks Fee	01-07-2022 to 30-06-2023	$81.60	$0.00
Drainage Fee	01-04-2023 to 30-06-2023	$27.34	$27.34
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$239.43
		Total Due	$239.43

GENERAL MANAGER
RETAIL SERVICES

Note:
1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of $100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due

and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
7. From 01/10/2022, Residential Water Usage is billed using the following step pricing system: 244.51 cents per kilolitre for the first 44 kilolitres; 312.53 cents per kilolitre for 44-88 kilolitres and 463.00 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2022, Residential Recycled Water Usage is billed 184.89 cents per kilolitre
9. From 01/07/2022, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
10. From 01/07/2022, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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

Recycled water is available at this property

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

Yarra Valley Water

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 5127118

Address: 30 HONEY FLOWER WAY, GREENVALE VIC 3059

Water Information Statement Number: 30776672

HOW TO PAY

BPAY

Biller Code: 314567
Ref: 99017127334

Amount Paid

Date Paid

Receipt Number

PROPERTY REPORT

VICTORIA State Government | Environment, Land, Water and Planning

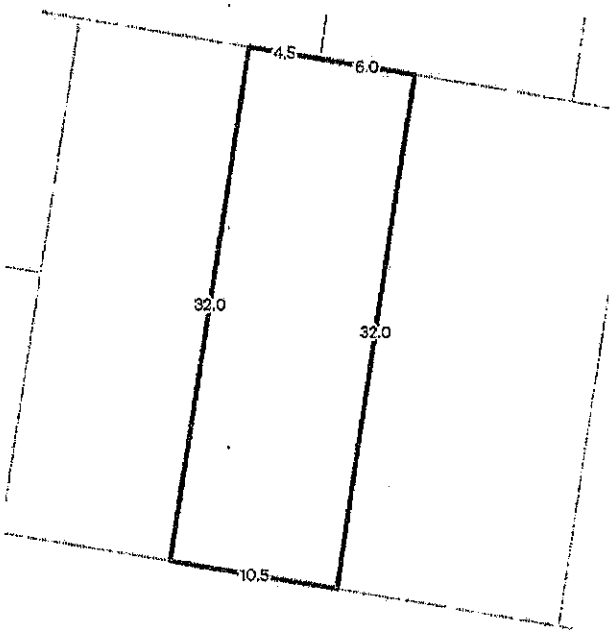
From www.planning.vic.gov.au at 29 June 2023 04:08 PM

PROPERTY DETAILS

Address:	**30 HONEY FLOWER WAY GREENVALE 3059**
Lot and Plan Number:	**Lot 1239 PS734597**
Standard Parcel Identifier (SPI):	**1239\PS734597**
Local Government Area (Council):	**HUME** www.hume.vic.gov.au
Council Property Number:	**701116**
Directory Reference:	**Melway 178 H5**

SITE DIMENSIONS

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



Area: 336 sq. m
Perimeter: 85 m
For this property:
—— Site boundaries
—— Road frontages

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

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

For more accurate dimensions get copy of plan at Title and Property Certificates

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**GREENVALE**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

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

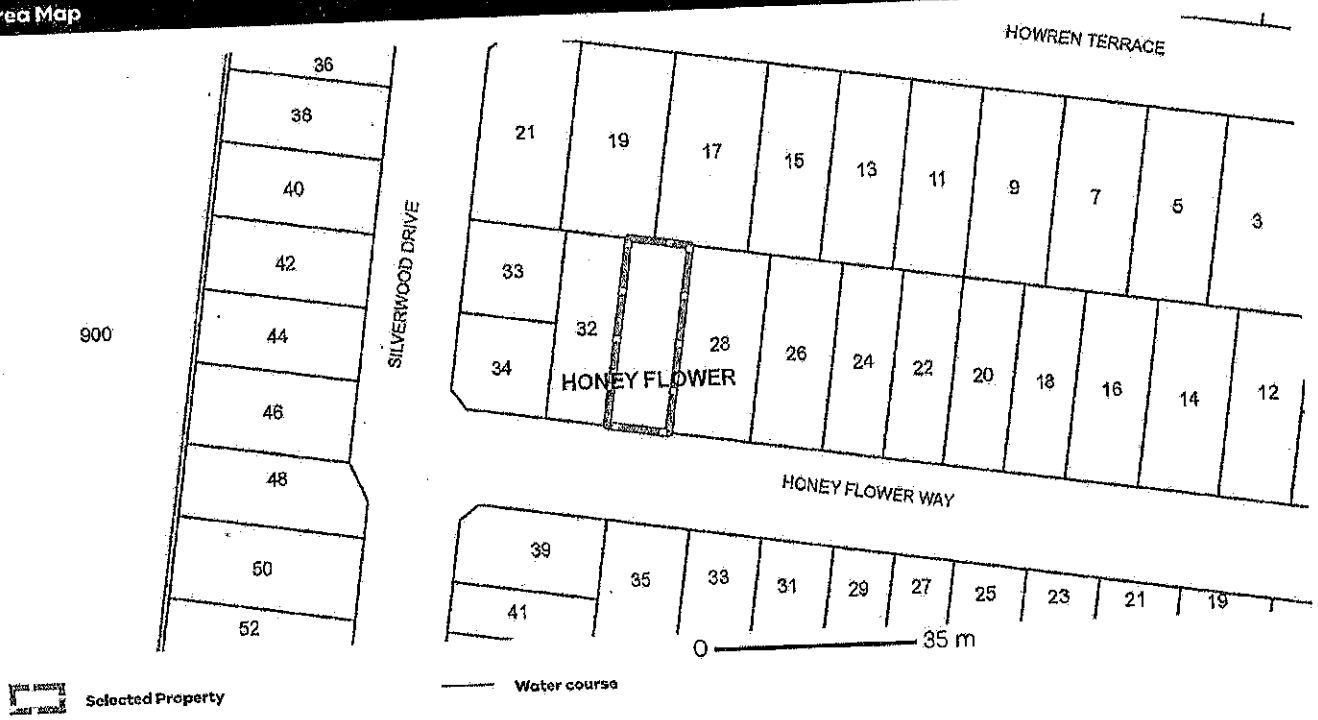
Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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PROPERTY REPORT

Environment, Land, Water and Planning

Area Map



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PLANNING PROPERTY REPORT

VICTORIA State Government | Environment, Land, Water and Planning

From www.planning.vic.gov.au at 29 June 2023 04:08 PM

PROPERTY DETAILS

Address:	**30 HONEY FLOWER WAY GREENVALE 3059**
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Standard Parcel Identifier (SPI):	**1239\PS734597**
Local Government Area (Council):	**HUME** www.hume.vic.gov.au
Council Property Number:	**701116**
Planning Scheme:	**Hume** Planning Scheme - Hume
Directory Reference:	**Melway 178 H5**

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**GREENVALE**

OTHER

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

View location in VicPlan

Note

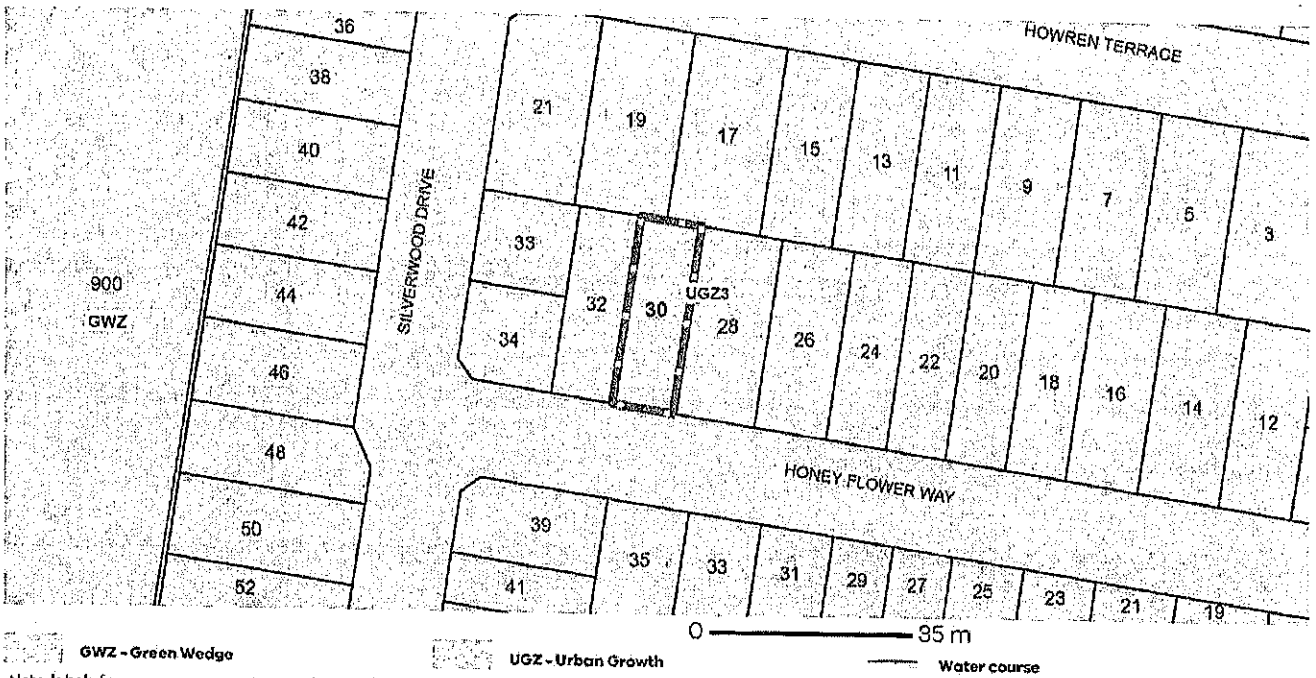
This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.

For more information about this project go to Victorian Planning Authority

Planning Zones

URBAN GROWTH ZONE (UGZ)

URBAN GROWTH ZONE - SCHEDULE 3 (UGZ3)



GWZ - Green Wedge | UGZ - Urban Growth | Water course

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

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

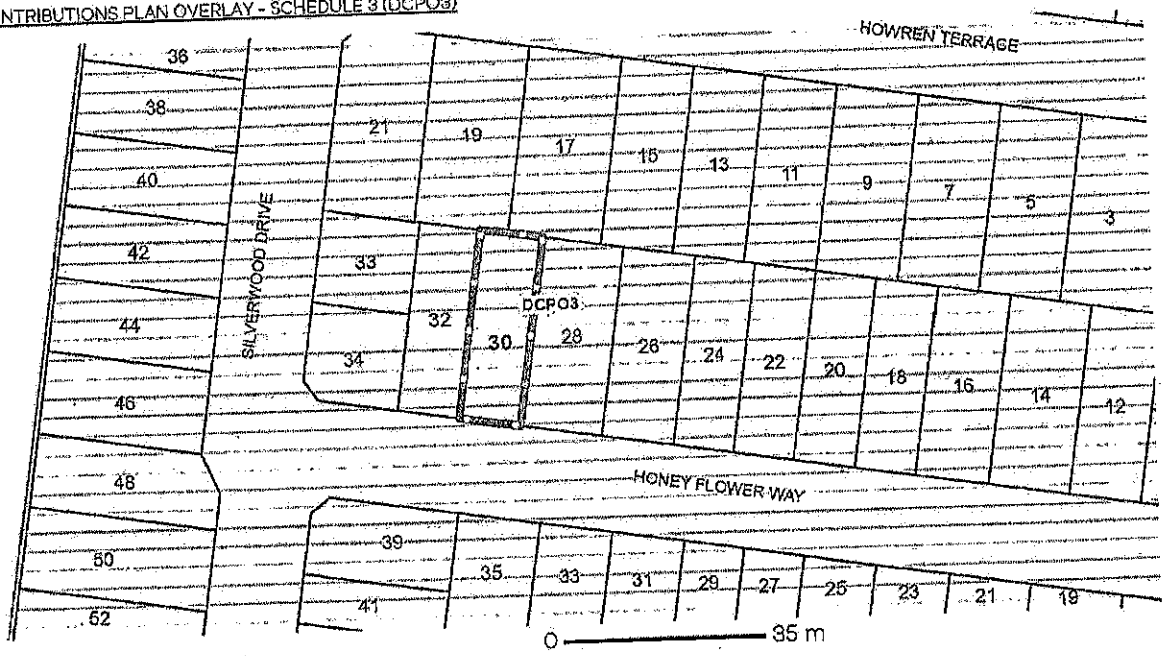
PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Planning Overlay

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO) LGA333

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3)



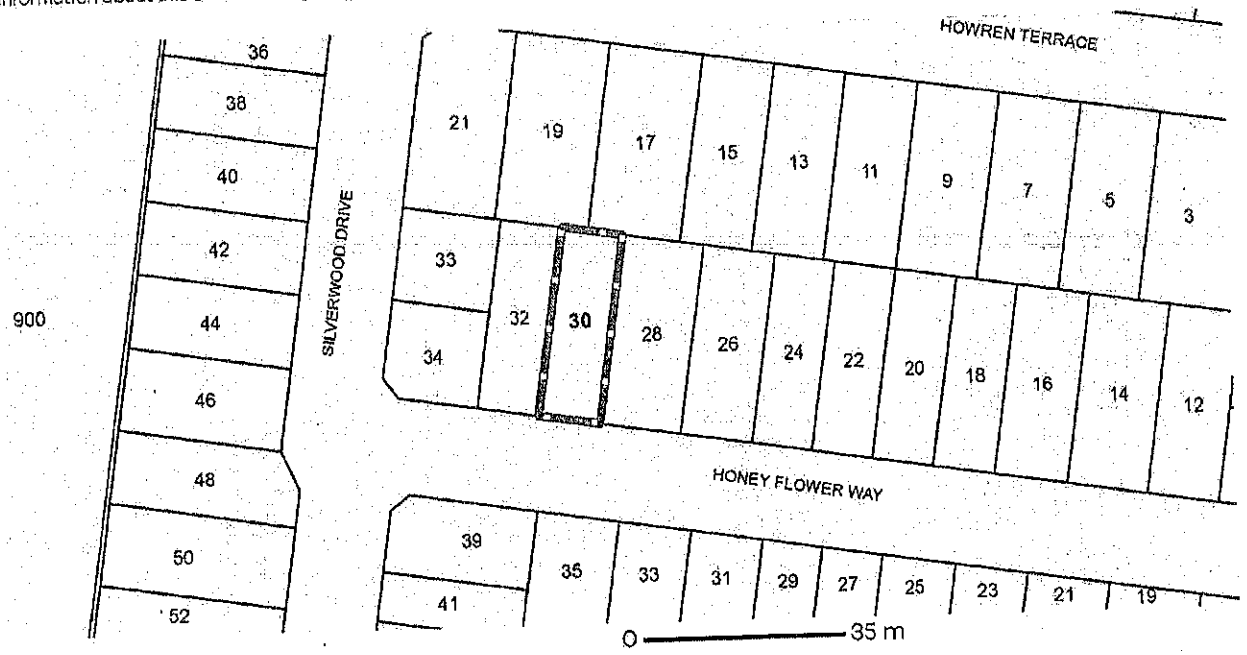
DCPO - Development Contributions Plan Overlay

Water course

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

Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.
For more information about this contribution go to Victorian Planning Authority



Land added to the UGB since 2005

Water course

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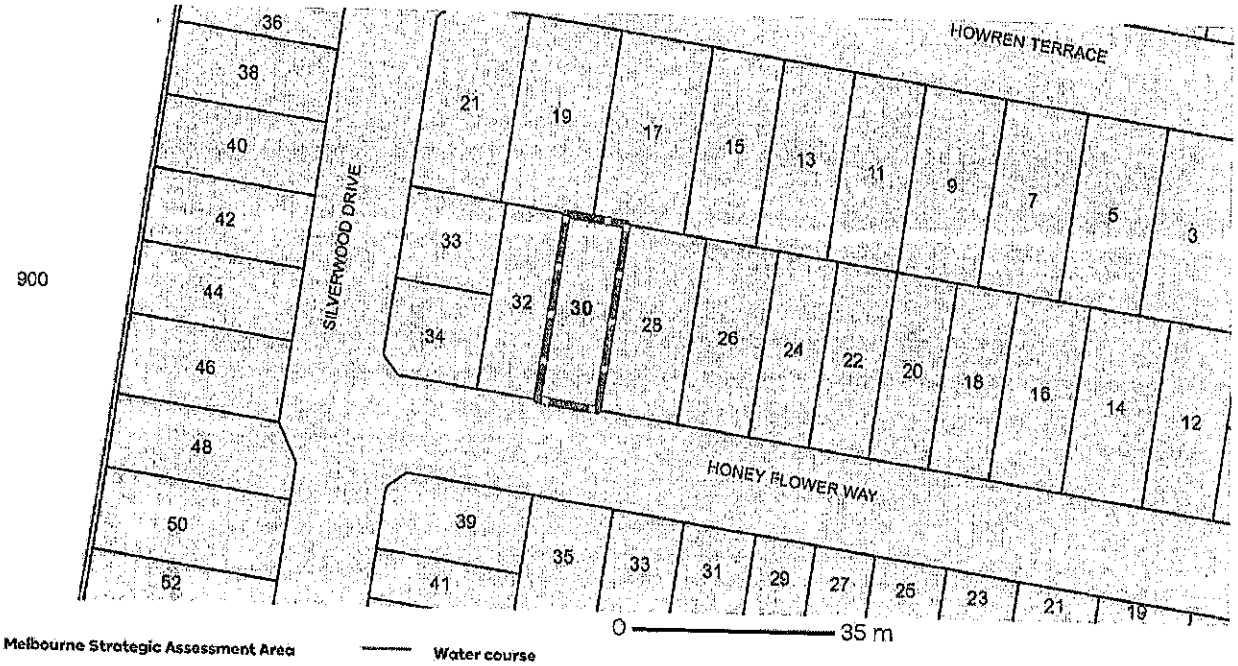
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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Melbourne Strategic Assessment

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



Melbourne Strategic Assessment Area — Water course

Further Planning Information

Planning scheme data last updated on 28 June 2023.

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

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

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

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

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

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PLANNING PROPERTY REPORT

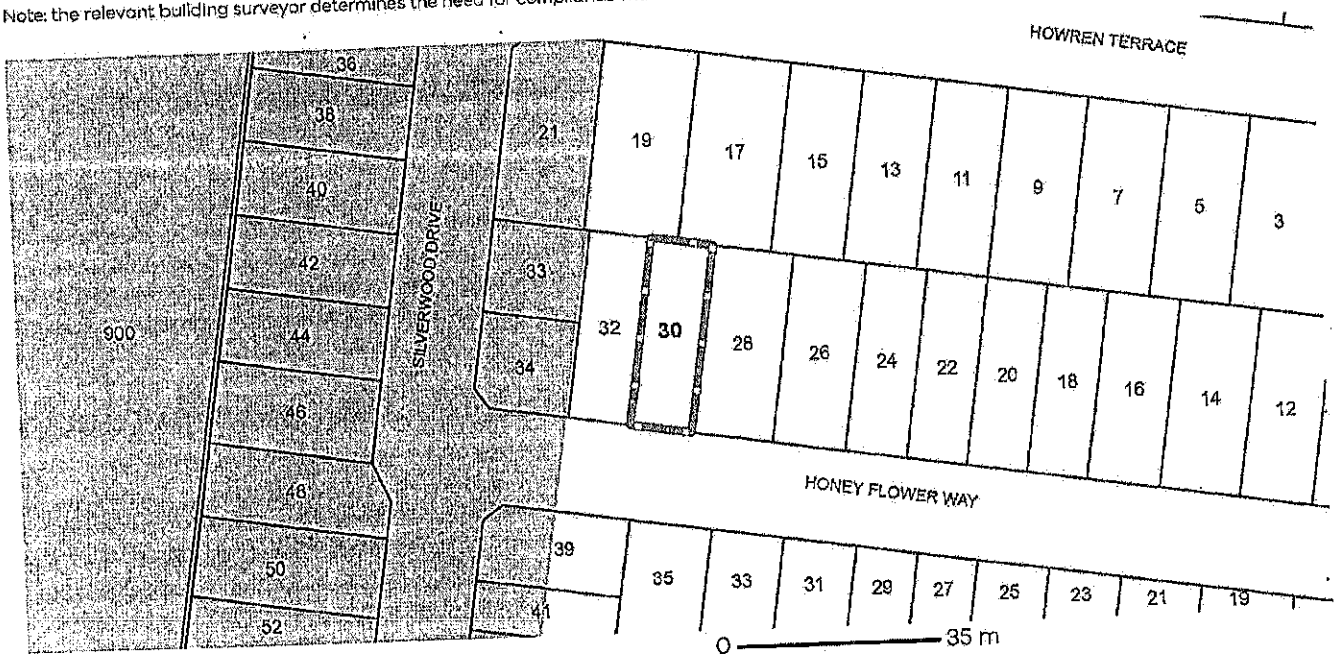
Environment, Land, Water and Planning

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 Bushfire Prone Areas Water course

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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

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Vendor's Statement

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Vendor

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