

## Contract of Sale of Real Estate

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**Haneen AL KHAMAS**  
*Vendor*

**109 WHITEBARK STREET, WOLLERT 3750**  
*Property*

**Vicland Conveyancing**  
Office 8/315 Barry Road  
Campbellfield 3061

**Tel : 9357 7500**  
**Fax: 9357 9353**  
**Our ref: 25745**

[info@viclandconveyancing.com.au](mailto:info@viclandconveyancing.com.au)

# CONTRACT OF SALE OF REAL ESTATE

**Property address: 109 Whitebark Street Wollert 3750**

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions in 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: Haneen AL KHAMAS**

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.

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

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

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

# PARTICULARS OF SALE

## VENDOR'S ESTATE AGENT

Name: Harcourts Rata & Co

Address: 1/337 Settlement Road Thomastown 3074

Email:

Tel: 9465 7766

Mob:

Fax:

Ref:

## VENDOR

Name: Haneen AL KHAMAS

Address:

## 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: 25745

## 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 <b>112508</b> Folio <b>064</b>	<b>309</b>	<b>PS822249B</b>
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: **109 Whitebark Street Wollert 3750**

**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:

IONONE

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.



#### 4. Services

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

#### 5. Consents

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

#### 6. Transfer

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

#### 7. Release of Security Interest

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



- provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal 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 section 29M of the **Sale of Land Act 1962**; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

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

## **24. Loss or damage before settlement**

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

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

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

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

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

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

## **25. Breach**

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

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



## **DEFAULT**

### **26. Interest**

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

### **27. Default notice**

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

### **28. Default not remedied**

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

## **SPECIAL CONDITIONS ("SC")**

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**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 negated.

**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 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 negated 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 GUARANTEEES** 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                      2024

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](http://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](http://consumer.vic.gov.au/duediligencechecklist) (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:	HANEEN AL KHAMAS
Property:	109 WHITEBARK STREET WOLLERT 3750

## 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.

<u>Authority</u>	<u>Amount</u>	<u>Interest</u>
1. City of Whittlesea	\$2,200.00 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: **City of Whittlesea**
  - (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): **See attached.**

## **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**

/  /

**Name of the Vendor**

HANEEN AL KHAMAS

**Signature/s of the vendor**

x

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

**DATE OF THIS ACKNOWLEDGMENT**

/  /

**Name of the Purchaser**

**Signature/s of the Purchaser**

x



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

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

VOLUME 12508 FOLIO 064

Security no : 124117238984A  
Produced 07/08/2024 11:37 AM

LAND DESCRIPTION

Lot 309 on Plan of Subdivision 822249B.  
PARENT TITLE Volume 12342 Folio 191  
Created by instrument PS822249B 16/10/2023

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
HANEEN AL KHAMAS of 12 MALLEE COURT EPPING VIC 3076  
AX428509C 08/11/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX428510T 08/11/2023  
WESTPAC BANKING CORPORATION

COVENANT PS822249B 16/10/2023

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AG906633K 04/12/2009

AGREEMENT Section 173 Planning and Environment Act 1987  
AH172150K 20/04/2010

STATEMENT Section 110 Planning and Environment Act 1987  
HEAD, TRANSPORT FOR VICTORIA  
AT550694F 27/08/2020

STATEMENT Section 110 Planning and Environment Act 1987  
HEAD, TRANSPORT FOR VICTORIA  
AX150619R 14/08/2023

AGREEMENT Section 173 Planning and Environment Act 1987  
AX337892G 10/10/2023

DIAGRAM LOCATION

SEE PS822249B 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: 109 WHITEBARK STREET WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION

Effective from 08/11/2023

DOCUMENT END

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Number of Pages (excluding this cover sheet)	<b>6</b>
Document Assembled	<b>17/11/2023 10:09</b>

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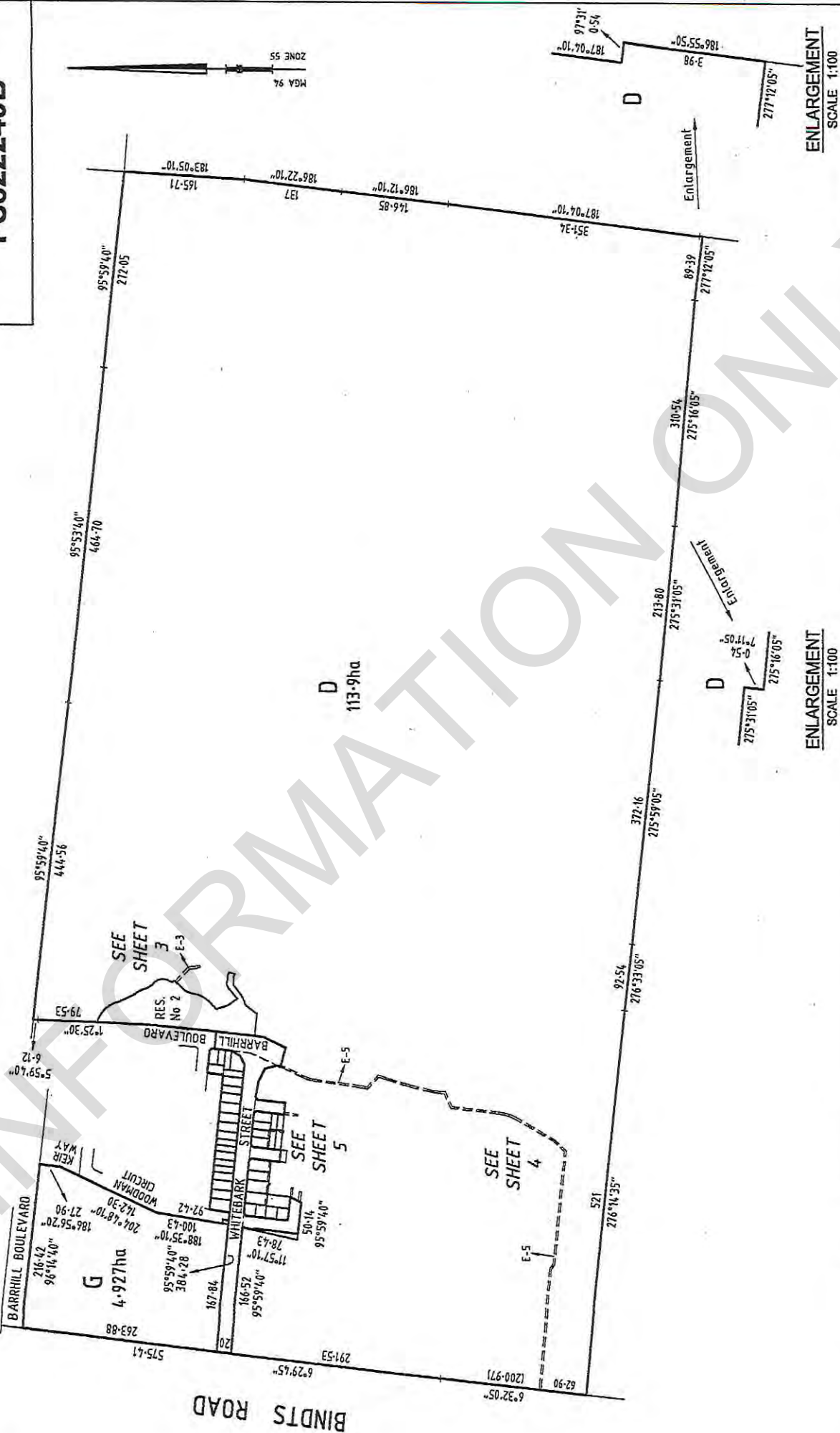
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<b>PLAN OF SUBDIVISION</b>			EDITION 1	<b>PS822249B</b>
<b>LOCATION OF LAND</b>  PARISH: MORANG TOWNSHIP: - SECTION: 16 CROWN ALLOTMENT: 1 (PART) CROWN PORTION: - TITLE REFERENCE: C/T VOL 12342 FOL 191  LAST PLAN REFERENCE: LOT C on PS 832953Y  POSTAL ADDRESS: 150C BINDTS ROAD (at time of subdivision) WOLLERT 3750  MGA94 CO-ORDINATES: E: 327 700      ZONE: 55 (of approx centre of land in plan) N: 5 835 340			Council Name: Whittlesea City Council  Council Reference Number: PLN-37566 Planning Permit Reference: 717388 SPEAR Reference Number: S182196C  <b>Certification</b>  This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6 of the Subdivision Act 1988: 22/12/2021  Public Open Space  A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement is to be satisfied in stage: 4  Digitally signed by: Angela Cuschieri for Whittlesea City Council on 19/06/2023  Statement of Compliance issued: 22/09/2023	
<b>VESTING OF ROADS AND/OR RESERVES</b>			<b>NOTATIONS</b>	
IDENTIFIER	COUNCIL / BODY / PERSON		Land being subdivided is enclosed within thick continuous lines.  Lots Numbers 1 to 300, 323 to 329, 339 to 341, A to C, E and F (all inclusive) have been omitted from this plan.  <b>OTHER PURPOSE OF THIS PLAN:</b>  To remove by agreement easement E-1 (sewerage and drainage) created in PS 822274C that lies within Barnhill Boulevard, Whitebark Street and Reserve No. 3 in this plan via Section 6 (1) (k) of the Subdivision Act 1988.	
ROAD R-1	WHITTLESEA CITY COUNCIL			
RESERVE No. 1 & 2	WHITTLESEA CITY COUNCIL			
RESERVE No. 3	AUSNET ELECTRICITY SERVICES PTY. LTD.			
<b>NOTATIONS</b>				
DEPTH LIMITATION 15.24 metres below the surface applies to the land formerly in Vol 10310 Fol 978 & Vol 8590 Fol 159  <b>SURVEY:</b> This plan is based on survey  <b>STAGING:</b> This is not a staged subdivision Planning Permit No. 717388  This survey has been connected to permanent marks No(s): PM422, PM42, PM48 In Proclaimed Survey Area No. -				
<b>EASEMENT INFORMATION</b>				
LEGEND: A - Appurtenant Easement    E - Encumbering Easement    R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour of
E-1	DRAINAGE	2	THIS PLAN	WHITTLESEA CITY COUNCIL
E-2	DRAINAGE	2	PS 822270L	WHITTLESEA CITY COUNCIL
E-3	DRAINAGE	3	THIS PLAN	WHITTLESEA CITY COUNCIL
E-4	SEWERAGE	SEE DIAGRAM	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-5	SEWERAGE	2.50	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-6	WATER SUPPLY (THROUGH UNDERGROUND PIPES)	3	THIS PLAN	YARRA VALLEY WATER CORPORATION
<b>RIVERHILLS ESTATE - STAGE 3 (39 LOTS)</b>				<b>AREA OF STAGE - 3.589ha</b>
414 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au		SURVEYORS FILE REF: 305399SV00		ORIGINAL SHEET SIZE: A3
		Digitally signed by: Jessica Anne Nauta, Licensed Surveyor, Surveyor's Plan Version (17), 24/05/2023, SPEAR Ref: S182196C		SHEET 1 OF 6
		PLAN REGISTERED TIME: 4:48 PM DATE: 16/10/2023 CG26 Assistant Registrar of Titles		



**PS822249B**



**ENLARGEMENT**  
**SCALE 1:100**

**ENLARGEMENT**  
**SCALE 1:100**

**SHEET 2**

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SCALE  
1: 5000

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espire.com.au

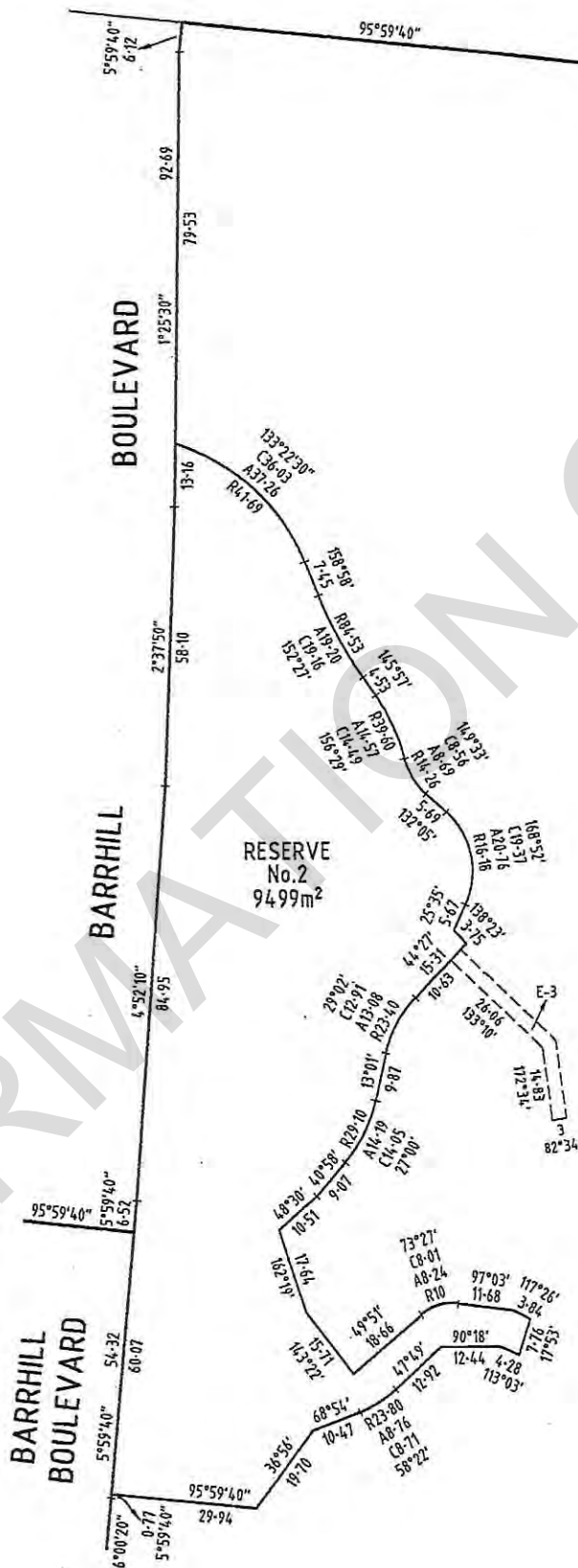
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PS822249B

MGA 94  
Zone 55

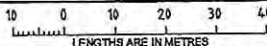
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SEE SHEET 5



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SHEET 3

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PS822249B

SEE SHEET 5

BARRHILL BOULEVARD



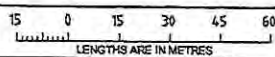
BLINDS ROAD

SEE SHEET 2

D

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1:1500



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SHEET 4

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SHEET 5

ORIGINAL SHEET

7.5	0	7.5	15	22.5
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SCALE

SEE SHEET 2

SEE SHEET 4

SEE SHEET 3

SEE  
SHEET  
2

**ENLARGEMENT**  
**SCALE 1:250**

**ENLARGEMENT**  
**SCALE 1:500**

07.65.58  
100' 57"  
4-24

301  
22  
2-50  
258

..(

**ENLARGEMENT**  
**SCALE 1:250**

5-60  
RESERVE

---



**PS822249B**

### CREATION OF RESTRICTION No. 1

The following restriction is to be created upon registration of this plan:

**Land to Benefit:** Lots 305, 307, 309 to 312, 320 to 322, 330, 335 to 338, 344, and 347 (all inclusive) on this plan

**Land to be Burdened:** Lots 305, 307, 309 to 312, 320 to 322, 330, 335 to 338, 344, and 347 (all inclusive) on this plan

#### **Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this plan shall not:

Use the burdened land except in accordance with the provisions recorded in Memorandum of Common Provisions, Dealing No. AA9019.

Expiry date: 1 December 2031

### CREATION OF RESTRICTION No. 2

The following restriction is to be created upon registration of this plan;

**Land to Benefit:** Lots 301 to 304, 306, 308, 313 to 319, 331 to 334, 342, 343, 345, 346, 348, and 349 (all inclusive) on this plan

**Land to be Burdened:** Lots 301 to 304, 306, 308, 313 to 319, 331 to 334, 342, 343, 345, 346, 348, and 349 (all inclusive) on this plan

Lots 301 to 304, 306, 308, 313 to 319, 331 to 334, 342, 343, 345, 346, 348, and 349 (all inclusive) are defined as Type A lots under the Small Lot Housing Code (Victorian Planning Authority, November 2019).

#### **Description of Restriction:**

The registered proprietor or proprietors for the time being of any lot on this plan to which the following restriction applies must not:

1. Construct any building on any burdened lot unless that building conforms to the Small Lot Housing Code (Victorian Planning Authority, November 2019) incorporated into the Whittlesea Planning Scheme.
2. Further subdivide any burdened lot on this plan.

### CREATION OF RESTRICTION No. 3

The following restriction is to be created upon registration of this plan:

**Land to Benefit:** Lots 301 to 322, 330 to 338, and 342 to 349 (all inclusive)

**Land to be Burdened:** Lots 301 to 322, 330 to 338, and 342 to 349 (all inclusive)

#### **Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this plan must not:

1. Construct the side wall of the first level of any dwelling on a corner lot:
  - (A) Less than 900 millimetres from the ground level wall that faces a side street; or
  - (B) With less than 30% glazing for the area of the wall and the remainder of the wall must be constructed in contrasting material finishes.
2. Construct any garage less than 5 metres from the title boundary at the front of the lot.
3. Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less at the lot frontage.
4. Construct a dwelling or commercial building unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
5. Construct a front fence on a residential lot except with the written consent of the Responsible Authority. Where a specific need for a fence can be demonstrated to the satisfaction of the Responsible Authority, such a fence may be no more than 1.2m high and 50% opaque.

### CREATION OF RESTRICTION No. 4

The following restriction is to be created upon registration of this plan:

For the purposes of this restriction:

The distance A to B referred to in Australian Standard AS 3959-2018 Section 2.2.4 "Notes to Figure 2.1" is 19 metres and A is the eastern boundary of Lot D and Lot G on this plan (where Lot D abuts Beattie Court and Reserve No. 1 on this plan, and where Lot G abuts Reserve No.1 on PS 832953Y).

**Land to Benefit:** Lots 322, 333 & 334

**Land to be Burdened:** Lots 322, 333 & 334

#### **Description of Restriction:**

For the purposes of bush fire protection the registered proprietor or proprietors for the time being of any burdened lot on this plan must not:

1. Construct a building within 19 metres of the eastern boundary of Lot D or Lot G on this plan (where Lot D abuts Beattie Court and Reserve No. 1 on this plan, and where Lot G abuts Reserve No.1 on PS 832953Y), except as permitted under Australian Standard AS 3959-2018 Section 2.2.4 "Notes to Figure 2.1" or subsequent amendments to this standard.

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SHEET 6

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Form 18

AG906633K



Section 181

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A  
RECORDING OF AN AGREEMENT**

*Planning and Environment Act 1987*

Lodged at the Land Titles Office by:

**Name:** Maddocks

**Phone:** 9288 0555

**Address:** 140 William Street, Melbourne 3000 or DX 259 Melbourne

**Ref:** TGM:5572313

**Customer Code:** 1167E

The 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 for the land.

**Land:** Volume 8590 Folio 159 /

**Authority:** Whittlesea City Council, Ferres Boulevard, South Morang, Victoria 3752

**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

**Signature for the Authority:** *David Turney*

**Name of officer:** DAVID. TURNER

**Office held:** CEO

**Date:** 15/11/2009

[5572313:6653135\_1]

[5572313:6653135\_1]

**AG906633K**

04/12/2009 \$102.90 173



Date / /2009

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

**Subject Land: Quarry Hills Regional Park – Precinct 4 (Bindts Road)**

**Whittlesea City Council**

and

**Cvetan Cvetanovski, Milica Cvetanovski, Nacka Cvetanovski, Trajce Cvetanovski**



**AG906633K**

04/12/2009 \$102.90 173



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6411645\_1]

[5572313: 6645388\_1]

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

Dated     /     /

**AG906633K**

04/12/2009 \$102.90 173



### Parties

Name	<b>WHITTLESEA CITY COUNCIL</b>
Address	Municipal Offices, 25 Ferres Boulevard, South Morang VIC 3752
Facsimile	(03) 9217 2111
Email	
Contact	Town Planning Department
Short name	<b>Council</b>

Name	<b>CVETAN CVETANOVSKI, MILICA CVETANOVSKI, NACKA CVETANOVSKI, TRAJCE CVETANOVSKI</b>
Address	130 Bindts Road, Wollert
Telephone	
Email	
Contact	Cvetan Cvetanovski
Short name	<b>Owner</b>

### Background

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council has identified that part of the Subject Land (**Urban Land**) is suitable for development for residential purposes and will achieve a net community benefit outcome if part of the Subject Land (**Open Space Land**) is transferred into public ownership.
- D. Council and the Owner have agreed to jointly submit to the Minister that the Urban Land be included within the Urban Growth Boundary and an Urban Growth Zone.
- E. Council and the Owner have agreed that the Open Space Land will be transferred to Council for the incorporation into the Quarry Hills Regional Park, on the terms and conditions in this Agreement.
- F. Council and the Owner have agreed that the Urban Development of the Urban Land and the transfer of the Open Space Land may occur in stages.
- G. The parties enter into this Agreement to achieve a net community benefit outcome in providing additional land for housing and additional land for the Quarry Hills Regional Park.



The parties agree that this will assist in achieving and advancing the objectives of planning in Victoria and the objectives of the Planning Scheme.

## THE PARTIES AGREE

### 1. Definitions

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

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

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

**Amendment** means an amendment to the Planning Scheme which has the effect of including all of the Urban Land within the Urban Growth Boundary.

**Approval Date** means the date on which the Amendment comes into operation under section 37 of the Act.

**Development Contribution Plan** means a development contribution plan howsoever it is known or referred to which is incorporated into the Planning Scheme and has the effect of requiring the payment of a levy or the carrying out of works in lieu of payment of a levy for infrastructure.

**Dispute** means any dispute between the parties arising out of or in connection with this Agreement.

**Open Space Land** means that part of the Subject Land which is identified on the Surveyed Property Plan as being land the Open Space Land.

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

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

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

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

**Precinct Structure Plan** means a precinct structure plan that provides for the Urban Development of the Urban Land.

**Property Plan** means the plan attached to this agreement and marked with the letter "A" for identification, as amended from time to time by agreement in writing between the parties..

**Quarry Hills Regional Park** means the regional park by the same or similar name proposed by Council to be established generally in the vicinity of the regional park identified in the Quarry Hills Regional Park Plan.



**Quarry Hills Regional Park Plan** means the plan attached to this agreement and marked with the letter "B" for identification, as amended from time to time by agreement in writing between the parties;

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

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

**Subject Land** means the land described in Schedule 1 and identified as the Subject Land on the Property Plan.

**Surveyed Property Plan** means the plan that the parties agree upon pursuant to clause 3.2.2 of this Agreement.

**Tribunal** means the Victorian Civil and Administrative Tribunal.

**Urban Development** means residential subdivision and development, including any retail / commercial services, community services or recreation facilities reasonably required to service the residential development.

**Urban Land** means that part of the Subject Land which is identified on the Surveyed Property Plan as being the Urban Land.

**Work Authority** means the work authority relating to the Subject Land approved under the Extractive Industries Development Act 2005 as amended from time to time.

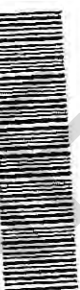
## 2. Interpretation

In this Agreement unless the context admits otherwise:

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

AG906633K

04/12/2009 102.90 113





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### 3. Boundary of the Open Space Land, the Quarry Land and the Urban Land

- 3.1 The parties acknowledge that as at the date of this Agreement they may not have agreed upon the precise boundaries of the Open Space Land and the Urban Land.
- 3.2 The parties agree that:
- 3.2.1 the boundaries of the Open Space Land and the Urban Land will be generally in accordance with the boundaries of those land parcels shown on the Property Plan;
  - 3.2.2 following execution of this Agreement, the parties will agree on a plan that shows the surveyed boundaries of the Open Space Land and the Urban Land.

---

### 4. Transfer of Open Space Land

#### 4.1 Obligation to transfer

- 4.1.1 Subject to clause 4.1.2, the Owner must transfer the Open Space Land to the Council:
- (a) free of all encumbrances, charges or liens of any kind;
  - (b) with the boundary between the Open Space Land and the Urban Land fenced with a rural type post and wire fence at the cost of the Owner to the satisfaction of Council; and
  - (c) in a state which is to the best endeavours of the Owner, free of noxious and environmental weeds to the satisfaction of Council.
- 4.1.2 Subject to clause 4.2, the Owner is obliged to transfer the Open Space Land to the Council when:
- (a) the Amendment comes into force under section 37 of the Act; and
  - (b) a planning permit that authorises the Urban Development of the Urban Land generally in accordance with the provisions of the Precinct Structure Plan is issued,
- whichever occurs later.

#### 4.2 Open Space Land may be transferred in stages

- 4.2.1 The parties agree that if the Urban Land is subdivided in stages the Owner may transfer the Open Space Land to the Council in stages in accordance with the Staging Agreement.
- 4.2.2 Prior to the grant of a planning permit that authorises the Urban Development of the Urban Land the parties will enter into an agreement (the **Staging Agreement**) that:
- (a) sets out a program for the staged residential subdivision of the Urban Land and the staged transfer of the Open Space Land to Council; and
  - (b) specifies which part of the Open Space Land must be transferred to Council at each stage of the subdivision.



4.2.3 The parties agree that the part of the Open Space Land that must be transferred to Council at a particular stage of the development:

- (a) will unless specifically required by Council to be transferred as a lot, be shown as a reserve on the Plan of Subdivision for that stage; and
- (b) will vest in Council upon the registration of the Plan of Subdivision for that stage.

4.2.4 The parties agree that Council may refuse to endorse plans under a planning permit which depict the staged subdivision of the Urban Land if a Staging Agreement has not been executed by the parties.

4.2.5 The parties agree that the Staging Agreement may be amended from time to time with the agreement of both parties, such agreement not to be unreasonably withheld.

#### 4.3 Public open space contribution

The parties acknowledge and agree that:

- 4.3.1 the transfer of the Open Space Land to Council satisfies any requirements that the Owner may have in relation to the provision of public open space for regional public open space, regional parks or large local parks as referred to in standard C13 of clause 56.05-2 of the Planning Scheme associated with the development of the Urban Land;
- 4.3.2 the transfer of the Open Space Land to Council must be treated as a credit against any requirement that the Owner may have to set aside land for public open space under the Subdivision Act 1988 or clause 52.01 of the Planning Scheme, other than any public open space reasonably required by Council for small local parks as referred to in standard C13 of clause 56.05-2 of the Planning Scheme; and
- 4.3.3 subject to clause 4.3.2, the Council may require the Owner to provide further public open space for small local parks by reason of the development of the Urban Land if the small local parks are reasonably required under standard C13 of clause 56.05-2 of the Planning Scheme.

#### 4.4 Precinct Structure Plan and Development Contributions

4.4.1 The parties acknowledge and agree that the development potential of the Urban Land will be determined by a Precinct Structure Plan to be prepared in respect of the Urban Land.

4.4.2 The parties acknowledge and agree that infrastructure requirements or contributions to the provision of infrastructure (**Development Contributions**) by the Owner and others will be determined as part of the process of preparing a Precinct Structure Plan, through a further agreement or through a Development Contribution Plan.

4.4.3 The parties acknowledge and agree that the transfer of the Open Space Land to Council satisfies any requirement that the Owner may have to make a Development Contribution consisting of:

- (a) the provision of public open space for regional public open space, regional parks or large local parks; or
- (b) the payment of a levy in lieu of the provision of public open space for regional public open space, regional parks or large local parks,

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under the Subdivision Act 1988 or clause 52.01 of the Planning Scheme.

---

**5. Specific Obligations of Council**

**5.1 The Amendment**

Council must make a submission to the Minister and the Growth Areas Authority that the Urban Land be included within the Urban Growth Boundary and zoned either Urban Growth Zone or an appropriate residential zone;

**5.2 Use of the Open Space Land**

5.2.1 Council acknowledges and agrees that:

- (a) it will use the Open Space Land for open space purposes; or
- (b) It may transfer the Open Space Land to another public authority for management of the Open Space Land as public open space.

---

**6. Further Obligations**

**6.1 Notice and Registration**

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

**6.2 Further actions - Owner**

The Owner further covenants and agrees that:

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

**6.3 Further actions – Council**

Subject to clause 12.5, the Council further covenants and agrees that the Council will do all things necessary to give effect to this Agreement.

---

**7. Costs**

Each party must pay their own costs and expenses (including legal expenses) associated with the preparation, drafting, finalisation, engrossment, execution and recording of this Agreement.

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**8. Agreement under Section 173 of the Act**

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

---

**9. Owner's Warranties**

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

---

**10. Council's Warranties**

- 10.1 Each representative of the Council who executes this Agreement warrants that:
- 10.1.1 the authority under which the representative has been appointed to execute this Agreement on behalf of Council is effective; and
- 10.1.2 the representative has received no notice of the termination (including any event which would constitute termination by operation of law) of the authority to execute this Agreement on behalf of the Council.

---

**11. Successors in Title**

- 11.1 Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:
- 11.1.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 11.1.2 execute 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 by delivering it personally to that party;

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12.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

12.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

## 12.2 Service of Notice

A notice or other communication is deemed served:

12.2.1 if delivered, on the next following business day;

12.2.2 if posted, on the expiration of 7 business days after the date of posting; or

12.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

## 12.3 No Waiver

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

## 12.4 Severability

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

## 12.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land including the provision of public open space in accordance with standard C13 of clause 56 of the Planning Scheme or relating to any use or development of the Subject Land.

---

## 13. GST

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

13.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 13.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

13.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 13.3.



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#### **14. Commencement of Agreement**

This Agreement commences when the Agreement is executed.

---

#### **15. Ending of Agreement**

##### **15.1 Ending of whole of the Agreement**

15.1.1 This Agreement ends:

- (a) when the Owner has complied with all of the obligations imposed on the Owner under this Agreement as evidenced by a letter from Council to the Owner agreeing that the Agreement can be removed from the title to the Subject Land in which case this Agreement ends on the date of that letter; or
- (b) if the Amendment is not approved by the Minister in accordance with the Act within four years from the date of this Agreement, unless the parties agree otherwise in writing.

15.1.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner execute an application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

##### **15.2 Ending of Agreement in relation to part of the Subject Land**

15.2.1 At any time prior to the ending of this Agreement the Council may by notice in writing to the Owner, release any part of the Subject Land from the effect of this Agreement. On the service of a notice under this clause, this Agreement will terminate as to the part of the Subject Land specified in the notice. This Agreement will remain in full force and effect in relation to that part of the Subject Land that is not specified in the notice.

15.2.2 As soon as reasonably practicable after any part of the Subject Land is released from the effect of this Agreement pursuant to clause 15.2.1, Council will, at the request and at the cost of the Owner, execute an application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register in relation to that part of the Subject Land that has been released from the effect of this Agreement

---

#### **16. Dispute resolution**

16.1.1 Except as otherwise specified in this Agreement, if any Dispute arises then, subject to clause 16.1.5, either party may at its election:

- (a) refer the Dispute to the Tribunal for resolution to the extent permitted by the Act; or
- (b) refer the Dispute to arbitration by an arbitrator agreed upon in writing by the parties or, in the absence of such agreement the chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee.

16.1.2 A party must not commence arbitration or refer the Dispute to the Tribunal until it has complied with clauses 16.1.3 and 16.1.4.





16.1.3 If a Dispute arises, then either party will send a notice of Dispute in writing adequately identifying and providing details of the Dispute.

16.1.4 Within 14 days after service of a notice of Dispute, the parties must:

- (a) confer at least once to attempt to resolve the Dispute; and
- (b) failing resolution of the Dispute, explore and if possible agree on methods of resolving the Dispute by other means.

At any such conference, each party must be represented by a person having authority to agree to a resolution of the Dispute.

16.1.5 If the Dispute cannot be resolved or if at any time either party considers that the other party is not making reasonable efforts to resolve the Dispute, either party may by notice to the other party refer the Dispute to the Tribunal (to the extent permitted by the Act) or to arbitration.

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SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

THE COMMON SEAL OF WHITTLESEA  
CITY COUNCIL was hereunto affixed in the  
presence of:

AG906633K



[Signature]

Chief Executive Officer

Signed by Cvetan Cvetanovski in the  
presence of:

[Signature]

[Signature]  
Witness DAVID BARRY FREEMAN

Signed by Milica Cvetanovski in the  
presence of:

[Signature]

[Signature]  
Witness DAVID BARRY FREEMAN

Signed by Nacka Cvetanovski in the  
presence of:

[Signature]

[Signature]  
Witness DAVID BARRY FREEMAN

Signed by Trajce Cvetanovski in the  
presence of:

[Signature]

[Signature]  
Witness DAVID BARRY FREEMAN



---

## Schedule 1

**The Subject Land: 130 Bindts Road, Wollert**

Address: 130 Bindts Road, Wollert

Certificate of Title Details: Volume 8590 Folio 159

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## Annexure A – The Property Plan

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INFORMATION ONLY



## Quarry Hills

Scale at A3 - 1:7,500



130 Blinths Road

Total Area = 69.5Ha

Developable Area = 24Ha

Parkland = 45.5Ha

Urban Area



Open Space Land



Preferred UGB Alignment  
(the boundary has been derived  
generally in accordance with the  
190 contour line)



Existing UGB



Quarry Hills Boundary



# AG906633K

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Chic Centre, Ferres Blvd  
South Maresa Victoria 3752  
Locked Bag 1  
Bundoora VIC 3083





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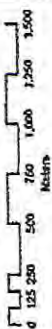
## Annexure B – The Quarry Hills Regional Park Plan





## Quarry Hills

Scale at A3 - 1:25,000



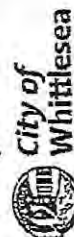
Quarry Hills Regional Park Plan

# AG906633K

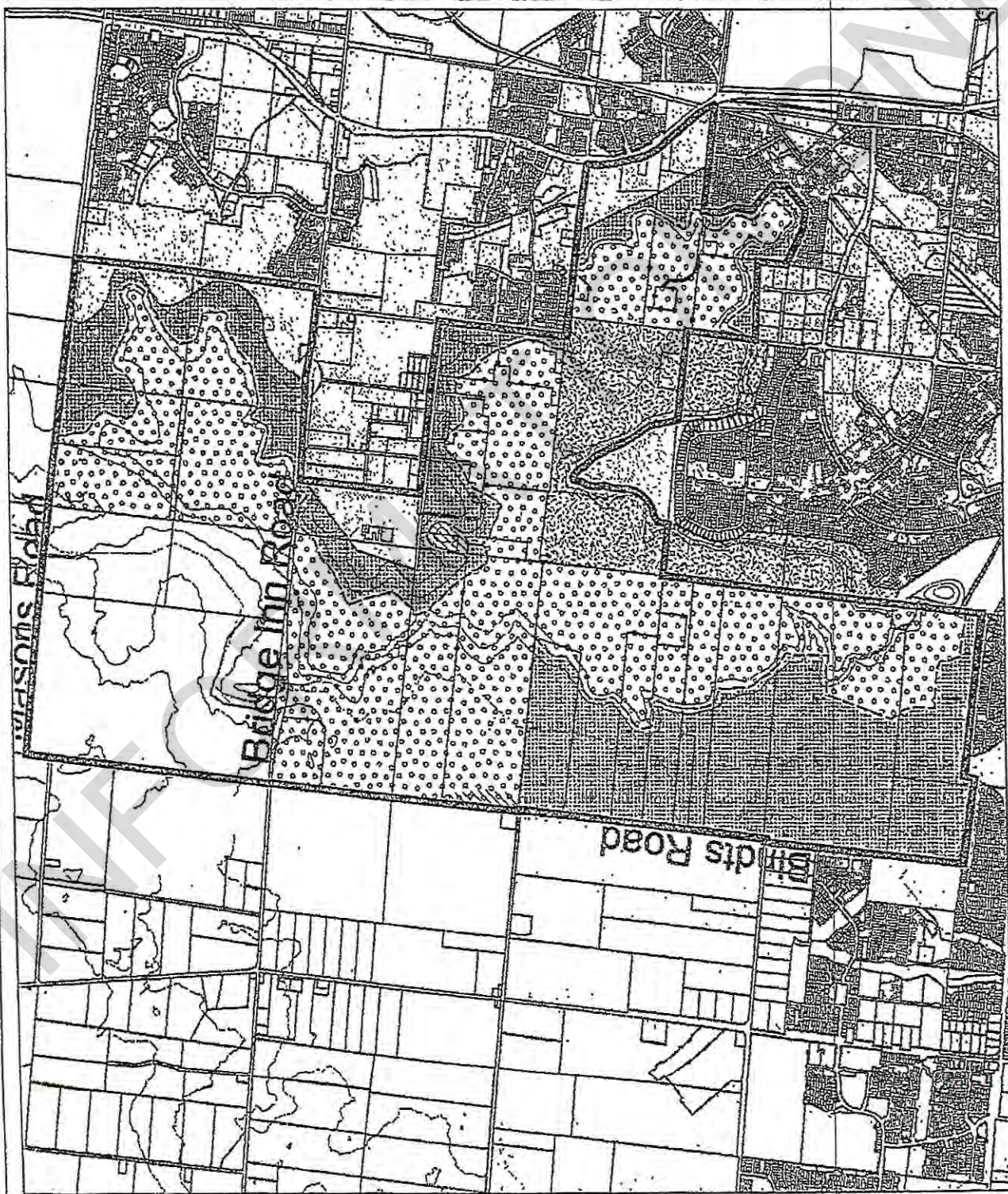
04/12/2009 \$102.90 173



- Land within existing Urban Growth Boundary
- Quarry Hills/Darebin Creek Study Area
- Potential Urban Land
- Existing Quarry Hills Parkland
- Proposed Quarry Hills Parkland



City Centre, Ferres Blvd  
South Morang, Victoria 3752  
Locked Bag 1  
Dundurn VIC 3003







# Imaged Document Cover Sheet

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Form 18



AH172150K

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Section 181

APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A  
RECORDING OF AN AGREEMENT

*Planning and Environment Act 1987*

Lodged at the Land Titles Office by:

Name: Maddocks  
Phone: 9288 0555  
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne  
Ref: TGM: Customer Code: 1167E

The 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 for the land.

Land: Volume ~~3682~~ Folio 253

100 Binkley Road, Wollert

Authority: Whittlesea City Council, Ferres Boulevard, South Morang, Victoria 3752

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

Signature for the Authority:

*David Turnbull*

Name of officer:

DAVID TURNBULL

Office held:

CEO

Date:

25-2-10

1515  
**AH172150K**

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Date / /2009

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

**Subject Land: Quarry Hills Regional Park – Precinct 4 (Bindts Road)**

**Whittlesea City Council**

and

**Glenn Birthisel, Bruce Birthisel, Dale Birthisel, Lisa Marie Johnson**



**AH172150K**

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

Dated        /        /

**AH172150K**

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### Parties

Name	WHITTLESEA CITY COUNCIL
Address	Municipal Offices, 25 Ferres Boulevard, South Morang VIC 3752
Facsimile	(03) 9217 2111
Email	
Contact	Town Planning Department
Short name	Council

Name	GLENN BIRTHISEL, BRUCE BIRTHISEL, DALE BIRTHISEL AND LISA MARIE JOHNSON
Address	100 Bindts Road, Wollert
Telephone	
Email	
Contact	Glenn Birthisel
Short name	Owner

### Background

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council has identified that part of the Subject Land (**Urban Land**) is suitable for development for residential purposes and will achieve a net community benefit outcome if part of the Subject Land (**Open Space Land**) is transferred into public ownership.
- D. Council and the Owner have agreed to jointly submit to the Minister that the Urban Land be included within the Urban Growth Boundary and an Urban Growth Zone.
- E. Council and the Owner have agreed that the Open Space Land will be transferred to Council for the incorporation into the Quarry Hills Regional Park, on the terms and conditions in this Agreement.
- F. Council and the Owner have agreed that the Urban Development of the Urban Land and the transfer of the Open Space Land may occur in stages.



- G. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. X558797F in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- H. The parties enter into this Agreement to achieve a net community benefit outcome in providing additional land for housing and additional land for the Quarry Hills Regional Park. The parties agree that this will assist in achieving and advancing the objectives of planning in Victoria and the objectives of the Planning Scheme.

## THE PARTIES AGREE

### 1. Definitions

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

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

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

**Amendment** means an amendment to the Planning Scheme which has the effect of including all of the Urban Land within the Urban Growth Boundary.

**Approval Date** means the date on which the Amendment comes into operation under section 37 of the Act.

**Development Contribution Plan** means a development contribution plan howsoever it is known or referred to which is incorporated into the Planning Scheme and has the effect of requiring the payment of a levy or the carrying out of works in lieu of payment of a levy for infrastructure.

**Dispute** means any dispute between the parties arising out of or in connection with this Agreement.

**Open Space Land** means that part of the Subject Land which is identified on the Surveyed Property Plan as being land the Open Space Land.

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

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

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

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

**Precinct Structure Plan** means a precinct structure plan that provides for the Urban Development of the Urban Land.

**Property Plan** means the plan attached to this agreement and marked with the letter "A" for identification, as amended from time to time by agreement in writing between the parties..



**Quarry Hills Regional Park** means the regional park by the same or similar name proposed by Council to be established generally in the vicinity of the regional park identified in the Quarry Hills Regional Park Plan.

**Quarry Hills Regional Park Plan** means the plan attached to this agreement and marked with the letter "B" for identification, as amended from time to time by agreement in writing between the parties.

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

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

**Subject Land** means the land described in Schedule 1 and identified as the Subject Land on the Property Plan.

**Surveyed Property Plan** means the plan that the parties agree upon pursuant to clause 3.2.2 of this Agreement.

**Tribunal** means the Victorian Civil and Administrative Tribunal.

**Urban Development** means residential subdivision and development, including any retail / commercial services, community services or recreation facilities reasonably required to service the residential development.

**Urban Land** means that part of the Subject Land which is identified on the Surveyed Property Plan as being the Urban Land.

**Work Authority** means the work authority relating to the Subject Land approved under the Extractive Industries Development Act 2005 as amended from time to time.

## 2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1.1 The singular includes the plural and vice versa.
- 2.1.2 A reference to a gender includes a reference to each other gender.
- 2.1.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.1.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.1.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.1.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.1.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.





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

---

**3. Boundary of the Open Space Land, the Quarry Land and the Urban Land**

- 3.1 The parties acknowledge that as at the date of this Agreement they may not have agreed upon the precise boundaries of the Open Space Land and the Urban Land.
- 3.2 The parties agree that:
- 3.2.1 the boundaries of the Open Space Land and the Urban Land will be generally in accordance with the boundaries of those land parcels shown on the Property Plan;
- 3.2.2 following execution of this Agreement, the parties will agree on a plan that shows the surveyed boundaries of the Open Space Land and the Urban Land.

---

**4. Transfer of Open Space Land**

**4.1 Obligation to transfer**

- 4.1.1 Subject to clause 4.1.2, the Owner must transfer the Open Space Land to the Council:
- (a) free of all encumbrances, charges or liens of any kind;
- (b) with the boundary between the Open Space Land and the Urban Land fenced with a rural type post and wire fence at the cost of the Owner to the satisfaction of Council; and
- (c) in a state which is to the best endeavours of the Owner, free of noxious and environmental weeds to the satisfaction of Council.
- 4.1.2 Subject to clause 4.2, the Owner is obliged to transfer the Open Space Land to the Council when:
- (a) the Amendment comes into force under section 37 of the Act; and
- (b) a planning permit that authorises the Urban Development of the Urban Land generally in accordance with the provisions of the Precinct Structure Plan is issued,

whichever occurs later.

**4.2 Open Space Land may be transferred in stages**

- 4.2.1 The parties agree that if the Urban Land is subdivided in stages the Owner may transfer the Open Space Land to the Council in stages in accordance with the Staging Agreement.
- 4.2.2 Prior to the grant of a planning permit that authorises the Urban Development of the Urban Land the parties will enter into an agreement (the **Staging Agreement**) that:



- (a) sets out a program for the staged residential subdivision of the Urban Land and the staged transfer of the Open Space Land to Council; and
- (b) specifies which part of the Open Space Land must be transferred to Council at each stage of the subdivision.

4.2.3 The parties agree that the part of the Open Space Land that must be transferred to Council at a particular stage of the development:

- (a) will unless specifically required by Council to be transferred as a lot, be shown as a reserve on the Plan of Subdivision for that stage; and
- (b) will vest in Council upon the registration of the Plan of Subdivision for that stage.

4.2.4 The parties agree that Council may refuse to endorse plans under a planning permit which depict the staged subdivision of the Urban Land if a Staging Agreement has not been executed by the parties.

4.2.5 The parties agree that the Staging Agreement may be amended from time to time with the agreement of both parties, such agreement not to be unreasonably withheld.

#### 4.3 Public open space contribution

The parties acknowledge and agree that:

- 4.3.1 the transfer of the Open Space Land to Council satisfies any requirements that the Owner may have in relation to the provision of public open space for regional public open space, regional parks or large local parks as referred to in standard C13 of clause 56.05-2 of the Planning Scheme associated with the development of the Urban Land;
- 4.3.2 the transfer of the Open Space Land to Council must be treated as a credit against any requirement that the Owner may have to set aside land for public open space under the Subdivision Act 1988 or clause 52.01 of the Planning Scheme, other than any public open space reasonably required by Council for small local parks as referred to in standard C13 of clause 56.05-2 of the Planning Scheme; and
- 4.3.3 subject to clause 4.3.2, the Council may require the Owner to provide further public open space for small local parks by reason of the development of the Urban Land if the small local parks are reasonably required under standard C13 of clause 56.05-2 of the Planning Scheme.

#### 4.4 Precinct Structure Plan and Development Contributions

- 4.4.1 The parties acknowledge and agree that the development potential of the Urban Land will be determined by a Precinct Structure Plan to be prepared in respect of the Urban Land.
- 4.4.2 The parties acknowledge and agree that infrastructure requirements or contributions to the provision of infrastructure (**Development Contributions**) by the Owner and others will be determined as part of the process of preparing a Precinct Structure Plan, through a further agreement or through a Development Contribution Plan.
- 4.4.3 The parties acknowledge and agree that the transfer of the Open Space Land to Council satisfies any requirement that the Owner may have to make a Development Contribution consisting of:





- (a) the provision of public open space for regional public open space, regional parks or large local parks; or
  - (b) the payment of a levy in lieu of the provision of public open space for regional public open space, regional parks or large local parks,
- under the Subdivision Act 1988 or clause 52.01 of the Planning Scheme.

## **5. Specific Obligations of Council**

### **5.1 The Amendment**

Council must make a submission to the Minister and the Growth Areas Authority that the Urban Land be included within the Urban Growth Boundary and zoned either Urban Growth Zone or an appropriate residential zone;

### **5.2 Use of the Open Space Land**

5.2.1 Council acknowledges and agrees that:

- (a) it will use the Open Space Land for open space purposes; or
- (b) it may transfer the Open Space Land to another public authority for management of the Open Space Land as public open space.

## **6. Further Obligations**

### **6.1 Notice and Registration**

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

### **6.2 Further actions - Owner**

The Owner further covenants and agrees that:

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

### **6.3 Further actions - Council**

Subject to clause 12.5, the Council further covenants and agrees that the Council will do all things necessary to give effect to this Agreement.



---

**7. Costs**

Each party must pay their own costs and expenses (including legal expenses) associated with the preparation, drafting, finalisation, engrossment, execution and recording of this Agreement.

---

**8. Agreement under Section 173 of the Act**

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

8.1.2 The parties further agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is also made as a commercial agreement between the parties.

---

**9. Owner's Warranties**

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

---

**10. Council's Warranties**

10.1 Each representative of the Council who executes this Agreement warrants that:

10.1.1 the authority under which the representative has been appointed to execute this Agreement on behalf of Council is effective; and

10.1.2 the representative has received no notice of the termination (including any event which would constitute termination by operation of law) of the authority to execute this Agreement on behalf of the Council.

---

**11. Successors in Title**

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

11.1.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

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

### **12.2 Service of Notice**

A notice or other communication is deemed served:

- 12.2.1 if delivered, on the next following business day;
- 12.2.2 if posted, on the expiration of 7 business days after the date of posting; or
- 12.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

### **12.3 No Waiver**

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

### **12.4 Severability**

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

### **12.5 No Fettering of Council's Powers**

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land including the provision of public open space in accordance with standard C13 of clause 56 of the Planning Scheme or relating to any use or development of the Subject Land.

---

## **13. GST**

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



13.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 13.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

13.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 13.3.

---

#### 14. Commencement of Agreement

This Agreement commences when the Agreement is executed.

---

#### 15. Ending of Agreement

##### 15.1 Ending of whole of the Agreement

15.1.1 This Agreement ends:

- (a) when the Owner has complied with all of the obligations imposed on the Owner under this Agreement as evidenced by a letter from Council to the Owner agreeing that the Agreement can be removed from the title to the Subject Land in which case this Agreement ends on the date of that letter; or
- (b) if the Amendment is not approved by the Minister in accordance with the Act within four years from the date of this Agreement, unless the parties agree otherwise in writing.

15.1.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner execute an application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

##### 15.2 Ending of Agreement in relation to part of the Subject Land

15.2.1 At any time prior to the ending of this Agreement the Council may by notice in writing to the Owner, release any part of the Subject Land from the effect of this Agreement. On the service of a notice under this clause, this Agreement will terminate as to the part of the Subject Land specified in the notice. This Agreement will remain in full force and effect in relation to that part of the Subject Land that is not specified in the notice.

15.2.2 As soon as reasonably practicable after any part of the Subject Land is released from the effect of this Agreement pursuant to clause 15.2.1, Council will, at the request and at the cost of the Owner, execute an application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register in relation to that part of the Subject Land that has been released from the effect of this Agreement

---

#### 16. Dispute resolution

16.1.1 Except as otherwise specified in this Agreement, if any Dispute arises then, subject to clause 16.1.5, either party may at its election:





- (a) refer the Dispute to the Tribunal for resolution to the extent permitted by the Act; or
- (b) refer the Dispute to arbitration by an arbitrator agreed upon in writing by the parties or, in the absence of such agreement the chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee.

16.1.2 A party must not commence arbitration or refer the Dispute to the Tribunal until it has complied with clauses 16.1.3 and 16.1.4.

16.1.3 If a Dispute arises, then either party will send a notice of Dispute in writing adequately identifying and providing details of the Dispute.

16.1.4 Within 14 days after service of a notice of Dispute, the parties must:

- (a) confer at least once to attempt to resolve the Dispute; and
- (b) failing resolution of the Dispute, explore and if possible agree on methods of resolving the Dispute by other means.

At any such conference, each party must be represented by a person having authority to agree to a resolution of the Dispute.

16.1.5 If the Dispute cannot be resolved or if at any time either party considers that the other party is not making reasonable efforts to resolve the Dispute, either party may by notice to the other party refer the Dispute to the Tribunal (to the extent permitted by the Act) or to arbitration.



SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

THE COMMON SEAL OF WHITTLESEA  
CITY COUNCIL was hereunto affixed in the  
presence of:

[Signature]

Chief Executive Officer

Bruce   
Signed by ~~Bruce~~ Birthisel in the presence of:

[Signature]  
Witness (Bidie Allanadale)

Glan   
Signed by ~~Bruce~~ Birthisel in the presence of:

[Signature] (Bidie Allanadale)  
Witness

Signed by Dale Birthisel in the presence of:

[Signature]  
Witness (Bidie Allanadale)

Signed by Lisa Marie Johnson in the  
presence of:

Witness [Signature]

AH172150K

20/04/2010 \$102.90

173

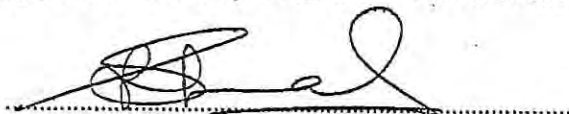




**Mortgagee's Consent**

**LIMITED ACN 004044937**

National Australia Bank as Mortgagee of registered mortgage No. X558797F consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.



SUMAN LAL  
BUSINESS BANKING  
MANAGER

## Schedule 1

### The Subject Land:

Address: 100 Bindts Road, Wollert

Certificate of Title Details: Volume 3682 Folio 253

**AH172150K**

20/04/2010 \$102.90 173





**Annexure A – The Property Plan**

INFORMATION ONLY

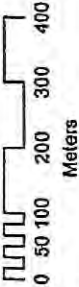
**AH172150K**

20/04/2010 \$102.90 173  




Quarry Hills

Scale at A3 - 1:7,500



100 Blind's Road

Total Area = 24Ha

Developable Area = 14Ha

Parkland = 10Ha

Urban Area

Open Space Land

Preferred UGB Alignment  
(the boundary has been derived  
generally in accordance with the  
190 contour line)

Existing UGB

Quarry Hills Boundary

AH172150K

20/04/2010 \$102.90 173



City of  
Whittlesea



Chic Centre, Ferres Blvd  
South Morang Victoria 3752  
Locked Bag 1  
Bundoora VIC 3083





## Annexure B – The Quarry Hills Regional Park Plan

**AH172150K**

20/04/2010 \$102.90 173





# Department of Environment, Land, Water & Planning

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

Produced 17/11/2023 10:08:57 AM

Status	Registered	Dealing Number	AT550694F
Date and Time Lodged	27/08/2020 12:03:27 PM		

### Lodger Details

Lodger Code	19241U
Name	PARTNERS OF HALL & WILCOX
Address	
Lodger Box	
Phone	
Email	
Reference	SZT - 168967.0003

## APPLICATION TO RECORD AN INSTRUMENT

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

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Estate and/or Interest	FEE SIMPLE
------------------------	------------

Land Title Reference	3682/253
----------------------	----------

Instrument and/or legislation	RECORD - STATEMENT Planning & Environment Act - section 110
-------------------------------	--

### Applicant(s)

Name	HEAD, TRANSPORT FOR VICTORIA
Address	
Street Number	1
Street Name	SPRING
Street Type	STREET
Locality	MELBOURNE
State	VIC
Postcode	3000

### Additional Details





# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

Additional Information : COMPENSATION FOR FINANCIAL LOSS FOR THE PURPOSES OF SECTION 98 AND SECTION 106(1) OF THE PLANNING AND ENVIRONMENT ACT 1987 (VIC), THE RELEVANT AMOUNTS RELATING TO THE CALCULATION OF THE 'PRESCRIBED AMOUNT' ARE AS FOLLOWS: A = \$2,850,000 B = \$2,900,000

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

### Execution

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

Executed on behalf of HEAD, TRANSPORT FOR VICTORIA  
Signer Name EMILY KYRIACOU  
Signer Organisation PARTNERS OF HALL & WILCOX  
Signer Role AUSTRALIAN LEGAL PRACTITIONER  
Execution Date 27 AUGUST 2020

File Notes:  
NIL

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

Statement End.



# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
Document Identification	<b>AX150619R</b>
Number of Pages (excluding this cover sheet)	<b>3</b>
Document Assembled	<b>17/11/2023 10:09</b>

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AX150619R

**Statement of compensation paid**  
**Section 110(2) Planning and Environment Act 1987**

**Privacy Collection Statement**

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Lodged by

Name: VICTORIAN GOVERNMENT SOLICITOR'S OFFICE  
Phone: 0427 767 582  
Address: LEVEL 33, 80 COLLINS STREET MELBOURNE VIC 3000  
Reference: 2101137 s110  
Customer code: 21290S

The applicant having paid their compensation to the owners or occupiers, requests that a recording of this statement is made in the Register.

Land for which compensation has been paid: (volume and folio)

VOLUME 12342 FOLIO 191

Applicant: (full name and address, including postcode)

HEAD, TRANSPORT FOR VICTORIA, 1 SPRING STREET, MELBOURNE, VIC, 3000

Owners or occupiers: (full name and address, including postcode)

DAHUA GROUP MELBOURNE NUMBER 8 PTY LTD OF 50/360 ELIZABETH STREET MELBOURNE VIC 3000

Details of compensation:

ON 25 JUNE 2019, TRAJCE CVETANOVSKI, MILICA CVETANOVSKI, CVETAN CVETANOVSKI AND NACKA CVETANOVSKI ('FORMER OWNERS') MADE A CLAIM PURSUANT TO S 98 AND 106 OF THE PLANNING AND ENVIRONMENT ACT 1987 ('ACT') FOR LOSS SUFFERED AS THE NATURAL, DIRECT AND REASONABLE CONSEQUENCE OF THE LAND BEING RESERVED FOR A PUBLIC PURPOSE UNDER A PLANNING SCHEME.

ON 24 MAY 2023, COMPENSATION OF \$9,985,000 WAS PAID BY THE APPLICANT TO THE FORMER OWNERS COMPRISING \$9,920,000 IN FINANCIAL LOSS AND \$65,000 IN PROFESSIONAL EXPENSES UNDER S 101 OF THE ACT.

FOR THE PURPOSES OF THE FORMULA IN S 41(7) OF THE LAND ACQUISITION AND COMPENSATION ACT 1986:

THE 'A' VALUE IS: \$9,861,600, BEING THE LOSS OF MARKET VALUE DUE TO THE RESERVATION OF THE LAND FOR A PUBLIC PURPOSE IN A PLANNING SCHEME.

THE 'B' VALUE IS \$9,961,600, BEING THE VALUE THAT THE LAND WOULD HAVE HAD IF IT WAS NOT RESERVED FOR A PUBLIC PURPOSE UNDER A PLANNING SCHEME.

35271702A

110(2)PEA

Page 1 of 3

**THE BACK OF THIS FORM MUST NOT BE USED**

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**Statement of compensation paid**  
**Section 110(2) Planning and Environment Act 1987**

**AX150619R**

**Privacy Collection Statement**

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Amount paid:

\$9,920,000

Reason for compensation:

LOSS ON SALE OF THE LAND AS A RESULT OF THE FORMER OWNERS SELLING THE LAND AT A LOWER PRICE THAN THE FORMER OWNERS MIGHT REASONABLY HAVE EXPECTED HAD THE LAND NOT BEEN RESERVED FOR A PUBLIC PURPOSE

Section and Act under which compensation paid:

SECTIONS 98, 101 AND 106 OF THE PLANNING AND ENVIRONMENT ACT 1987

Signing:

**Certifications**

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

Executed on behalf of HEAD, TRANSPORT FOR VICTORIA

Signer Name PATRICIA SAW

Signer Organisation VICTORIAN GOVERNMENT SOLICITOR'S OFFICE

Signer Role AUSTRALIAN LEGAL PRACTITIONER

Signature



Execution Date 4 AUGUST 2023

35271702A

110(2)PEA

Page 2 of 3

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**Statement of compensation paid**  
**Section 110(2) Planning and Environment Act 1987**

AX150619R

**Privacy Collection Statement**

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Signing:

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110(2)PEA

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# Department of Environment, Land, Water & Planning

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

Produced 17/11/2023 10:08:55 AM

Status	Registered	Dealing Number	AX337892G
Date and Time Lodged	10/10/2023 12:31:55 PM		

### Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	MYM:S173:9099004

## APPLICATION TO RECORD AN INSTRUMENT

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

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Estate and/or Interest	FEE SIMPLE
------------------------	------------

Land Title Reference	12342/191
----------------------	-----------

Instrument and/or legislation	RECORD - AGREEMENT - SECTION 173 Planning & Environment Act - section 173
-------------------------------	--

### Applicant(s)

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

### Additional Details





# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

Refer Image Instrument

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

### Execution

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

Executed on behalf of WHITTLESEA CITY COUNCIL  
Signer Name REBEKAH PARIKH  
Signer Organisation PARTNERS OF MADDOCKS  
Signer Role AUSTRALIAN LEGAL PRACTITIONER  
Execution Date 10 OCTOBER 2023

### File Notes:

NIL

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Statement End.



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## Maddocks

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

Telephone 61 3 9258 3555  
Facsimile 61 3 9258 3666

Info@maddocks.com.au  
www.maddocks.com.au

DX 259 Melbourne

### Agreement under section 173 of the Planning and Environment Act 1987 Subject Land: 150C Bindts Road, Wollert

Whittlesea City Council  
and

Dahua Group Melbourne Number 8 Pty Ltd  
ACN 619 403 244

Interstate offices:  
Canberra Sydney

Maddocks

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Maddocks

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

**Dated** 6/10/2023

### Parties

Name:	Whittlesea City Council
Address:	Civic Centre, Ferres Boulevard, South Morang, Victoria
Short name:	Council
Name:	Dahua Group Melbourne Number 8 Pty Ltd ACN 619 403 244
Address:	Melbourne Central Tower, Level 50, 360 Elizabeth St, 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;
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 19 of the Planning Permit;
- D. 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.

Maddocks

The Parties agree

## 1. Definitions

In this Agreement unless the context admits otherwise:

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

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

**Conservation Management Plan** means the "Timms House Conservation Management Plan" dated 27/01/2022 endorsed by the Council under Condition 5 of the Planning Permit, and as amended from time to time.

**Current Address** means:

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

**Current Email** means:

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

**Endorsed Plan** means the subdivision layout plan, endorsed by Council under condition 1 of the Planning Permit, as amended from time to time.

**Local Convenience Centre** means the local convenience centre identified in the Precinct Structure Plan that provides for basic daily needs for residents.

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

**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 and includes a mortgagee-in-possession.

**Owner's obligations** includes the Owner's specific obligations and the Owner's further obligations under this Agreement.

**Party or Parties** means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

**Planning Permit** means planning permit no. PLN-37131, as amended from time to time, issued on 31 January 2022, authorising the staged, multi-lot subdivision on the Subject Land in accordance with the Endorsed Plan.

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





## Maddocks

**Precinct Structure Plan** means the *Quarry Hills Precinct Structure Plan* dated June 2016, as amended from time to time, being an Incorporated Document in the Planning Scheme;

**Subject Land** means the land situated at 150C Bindts Road, Wollert being the land referred to in certificate of title Volume 12342 Folio 191, and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it;

**Superlot SL-01** means the area marked "SL-01" or the like on the Endorsed Plan.

### 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. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 give effect to the Planning Permit;
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land; and
- 3.3 ensure that all requirements, as relevant, listed within Section 3.3 (Employment and Town Centres) of the Precinct Structure Plan are met.

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**4. Reasons for Agreement**

The Parties acknowledge and agree that Council has entered into this Agreement for the following reasons:

- 4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

---

**5. Agreement required**

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

---

**6. Owner's specific obligations**

The Owner covenants and agrees that:

- 6.1.1 subject to clause 6.1.2, Superlot SL-01 (save for any part of the Superlot required under the Conservation Management Plan for Timms House unless the use of any part of Timms House for purposes associated with a Local Convenience Centre was not inconsistent with the Conservation Management Plan) must be used and developed only as a Local Convenience Centre generally in accordance with the Precinct Structure Plan;
- 6.1.2 the Owner's obligations under clause 6.1.1 continues to apply regardless of any other right conferred by the Planning Scheme.

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**7. Owner's further obligations**

**7.1 Notice and registration**

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

**7.2 Further actions**

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 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 s. 181 of the Act; and
- 7.2.3 agree to do all things necessary to enable Council to do so, including:
  - (a) sign any further agreement, acknowledgment or document; and





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- 11.1.3 by posting it by priority prepaid post addressed to the other Party at the other Party's Current Address; or
- 11.1.4 by email to the other Party's Current Email.

## 11.2 Counterparts

This Agreement may be executed in counterparts, all of which taken together constitute one document.

### 11.3 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.

#### 11.4 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.

### 11.5 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.

## 11.6 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.

### 11.7 Governing law

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

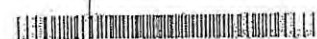
## 11.8 Electronic execution

- 11.8.1 Each Party consents to the signing of this Agreement by electronic means. The Parties agree to be legally bound by this Agreement signed in this way.
- 11.8.2 Each Party reserves the right to sign this Agreement by electronic means, including by use of software or an online service for this purpose.

## 12. Commencement of Agreement

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





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## Signing Page

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

Signed, Sealed and Delivered by [name of delegate] on behalf of Whittlesea City Council pursuant to the power delegated to them by an Instrument of Delegation in the presence of:

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Delegate

DocuSigned by:

6PRC8856B896450

DocuSigned by:

Amanda Delves

E913AB420BC9493

Witness:

This document was witnessed by audio visual link in accordance with the requirements of s12 of the Electronic Transactions (Victoria) Act 2000.







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**Mortgagee's Consent**

Commonwealth Bank of Australia as Mortgagee under instrument of mortgage no. AT698440M consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Signature of Brenton Wright

# Imaged Document Cover Sheet

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Document Identification	<b>AA9019</b>	
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## Memorandum of common provisions

### Section 91A Transfer of Land Act 1958

AA9019

#### Privacy Collection Statement

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Lodged by	
Name:	
Phone:	
Address:	
Reference:	
Customer code:	

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

**Operative words including words to bind the burdened land and words of annexation must not be included.**

Provisions to apply to the plan:

**Burdened land:** As set out in the plan.

**Benefited land:** As set out in the plan.

**Covenants: Definitions:**

#### General definitions

If not defined above, the words below shall have the meaning attributed to them in the document identified.

In the *Victoria Planning Provisions* prepared and approved under the Planning and Environment Act 1987 (Vic):

- Building

In Division 2 & Part 5 of *Building Regulations 2018* (Vic):

- Clear to the sky
- Height
- Pergola

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1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments and plans.

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## Memorandum of common provisions

### Section 91A Transfer of Land Act 1958

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- Private open space
- Setback
- Site coverage
- Allotment
- Street alignment

In the *Victoria Planning Provisions*:

- Frontage (Clause 72)
- Dwelling (Clause 74)
- Lot (Clause 72)
- Habitable room (Clause 72)
- Storey (Clause 72)

#### Additional definitions:

##### Approved Building Envelope

The building envelope shown for a particular allotment in the building envelope plan attached to this MCP and has the same meaning as in Division 2 or the Regulations.

##### Building Act

The *Building Act 1993* (Vic).

##### Building Code of Australia

The code produced and maintained by the Australian Building Codes Board which is given legal effect by the Building Act.

##### Building Envelope

An area within each allotment (defined by the particular allotment setbacks) where development of a dwelling, shed, garage or carport is allowed subject to the particular provisions of this document, the Permit and the Scheme.

##### Building Envelope Plan

The plan which is attached to this MCP and which shows the approved building envelopes, certain setbacks and other related matters for the allotments within the plan of subdivision.

##### Building Permit

A building permit under the Building Act.

##### Building Regulations

The Building Regulations 2018 (VIC) or any subsequent regulations made pursuant to the Building Act which relate to the siting of a building.

##### Corner lot

A lot with a corner where each boundary connects to a street (excluding a laneway) or public open space.

##### Design Guidelines

The Design Guidelines prepared by DGM.

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**Memorandum of common provisions  
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**Design Panel**

The design review panel appointed by DGM.

**DGM**

Dahua Group Melbourne No. 8 ACN 31619403244

**Edge allotments**

Allotments that are part of the same certified plan of subdivision but share one or more common boundaries with or otherwise adjoin an allotment that is not part of the same certified plan of subdivision.

**Front Building Line**

The wall of the Building closest to the Principal Street Frontage (without taking into account an encroachment permitted by clause 3.1.

**Front Setback**

The Setback from the Principal Street Frontage.

**Garage**

An enclosed garage constructed primarily for the purpose of storage of motor vehicles.

**Lot**

A lot shown on the Plan.

**Natural Ground Level**

The ground level after engineering works associated with the subdivision are complete.

**Non-Overlooking Zone**

The zone marked as a 'Non-Overlooking Zone' in the Profile Diagram.

**MCP**

This Memorandum of Common Provisions.

**On the boundary**

Setback of up to 200 millimetres from the lot / property boundary is deemed to be on the boundary.

**Plan of Subdivision**

The Plan of Subdivision referred to on page 1 of this MCP.

**Principal Street Frontage**

- i. where the Lot has a Frontage to one Street, that Frontage;
- ii. where the Lot has a Frontage to two or more Streets, the shortest Frontage (disregarding any splay corner) unless otherwise agreed by the Design Panel; or
- iii. where the Lot has a Frontage to two or more Streets and the Frontages are of equal length, the boundary determined by the Design Panel to be the main Frontage for the Lot.

**Profile Diagram**

The profile plans of a Building on a Lot, which plans are contained in this MCP.

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## **Memorandum of common provisions**

### **Section 91A Transfer of Land Act 1958**

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#### **Rear Boundary**

The Lot boundary opposite the Principal Street Frontage, and in cases where a Lot has more than one Street Frontage, then the Lot boundary determined by the Design Panel to be the rear boundary for that Lot.

#### **Rear Setbacks**

The Setbacks from the Rear Boundary.

#### **Regulation**

A regulation under the Building Regulations

#### **Restriction**

The restrictions contained in the Plan of Subdivision and includes this MCP as well as the Building Envelope Plan

#### **Scheme**

The Whittlesea Planning Scheme.

#### **Secondary Street Frontage**

A Frontage abutting a Corner Lot that is not the Principal Street Frontage.

#### **Side boundary**

The boundary of a Lot that connects the Principal Street Frontage of that Lot to the Rear Boundary of that Lot and, where that Lot is a Corner Lot, includes the boundary along the Secondary Street Frontage of a Lot.

#### **Side Setback**

The Setback from the Side Boundary.

#### **Small Lot Housing Code (SLHC)**

The Small Lot Housing Code for allotments less than 300m<sup>2</sup> incorporated into the Whittlesea Planning Scheme.

#### **Street**

For the purposes of determining street setbacks, street means any road other than a lane, footway, alley or carriageway easement.

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**Memorandum of common provisions**  
**Section 91A Transfer of Land Act 1958**

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**Covenants:**

**Riverhills Estate Stage 3**

**1 Preliminary**

The matters addressed in this MCP are those that vary from the provisions in the Regulations and Scheme. All provisions not addressed in this MCP are as required in the Regulations and Scheme.

This MCP is retained by the Registrar of Titles pursuant to section 91(A) of the Transfer of Land Act.

**2 Provisions**

Plan of Subdivision PS 822249B includes a notice of restriction enabling approved building envelopes in accordance with Regulation 71 in Part 5 of the Regulations. The provisions of this MCP are incorporated into the restrictions created by the Plan of Subdivision.

Any building on allotments Lots 305, 307, 309 to 312, 320 to 322, 330, 335 to 338, 344 and 347 (all inclusive) within Plan of Subdivision PS 822249B must be contained within the building envelope and comply with written notes contained within this MCP. The building envelopes are part of Planning Permit No. 717388 (The Permit), issued by the Whittlesea City Council on 20 December 2019, being created as a condition of that Permit.

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

Plan of Subdivision PS 822249B creates a number of restrictions in accordance with the conditions of Planning Permit No. 717388 (The Permit), issued by the Whittlesea City Council on 20 December 2019. The restrictions created on the Plan of Subdivision PS 822249B override this MCP wherever there is a conflict between the two documents.

**3 Text of restrictions**

The matters which are restricted by the approved building envelopes provide for siting and design parameters different from those contained in Part 5 in the Regulations and Clause 54 in the Scheme and are as follows.

**3.1 Minimum street setbacks (Regulation 74 and Clause 54.03-1)**

In the case of Lots 322, 333 and 334, due to bushfire setback requirements the restrictions set out in Restriction No. 4 on the Plan of Subdivision PS 822249B override this MCP restriction wherever there is a conflict between the two.

A building must be set back from a street alignment in accordance with Regulation 74 (Minimum street setbacks) in Part 5 of the Regulations and Clause 54.03-1 in the Scheme, except as specified below.

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

In the case of corner lots, buildings must be setback a minimum of 2 metres from the secondary frontage street or, if applicable, the minimum distance noted on the relevant building envelope plan.

**Encroachments:**

The following elements may encroach up to one (1) metre into the Front Setback:

- a) a portico;
- b) a verandah;

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## Memorandum of common provisions Section 91A Transfer of Land Act 1958

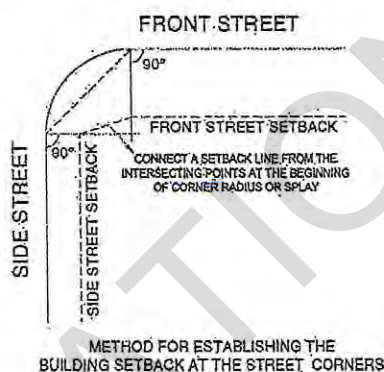
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- c) a porch;
- d) eaves, gutter and fascia;
- e) sunblinds and shade sails;
- f) decks, steps and landings less than 800mm in height; and
- g) pergolas,

Provided that any such element must not be higher than 3.6 metres above natural ground level.

### Diagram:- Splayed and Curved Street Frontages

Unless noted on the plan the minimum front setback on a splayed or curved street frontage must be taken in an arc connecting the front street setback line to the side street setback line commencing at the points that are perpendicular to the points where the street alignment commences to arc.



### 3.2 Car parking (Regulation 78)

All Dwellings must have a Garage which complies with the following:

- a) Lots with Frontages equal to or greater than 12.5 metres in width must incorporate at least a double car Garage which is constructed of the same building materials as the Dwelling.
- b) A double Garage must have a minimum internal width of 5.5 metres and must not exceed six (6) metres in width.
- c) Any garage on an allotment must be set back not less than 0.5 metres behind the front building line (excluding encroachments) of the dwelling.
- d) A tandem Garage will only be permitted if agreed by the Design Panel.
- e) All Garage doors which face a Street must be a sectional overhead door, panel lift door, or a tilt-a-door that is complementary to the external colour scheme of the Dwelling.
- f) Roller doors must not be used for a Garage where visible from a Street.



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**3.3 Side and rear setbacks (Regulation 79 and Clause 54.04-1)**

Side and rear setbacks on a lot must be in accordance with Regulation 79 (Side and rear setbacks) in Part 5 of the Regulations and Clause 54.04-1 in the Scheme, except as specified below.

- a) Unless shown otherwise in the Building Envelope Plan or provided for in any Restriction a minimum Side Setback of one (1) metre and a minimum Rear Setback of three (3) metres applies.
- b) On any allotment, the Side Boundary Profile for Side Boundaries marked with '0' or '1' on the Building Envelope Plan can be interchanged (on that lot) provided that there is a Profile Diagram Code A on one side boundary and a Profile Diagram Code B on the opposite side boundary. Therefore, Profile Diagram Code A can only be applied to one side boundary on that allotment. In the case of a corner allotment, the Side Boundary Profile for the Side Boundary marked with '0' or '1' on the Building Envelope Plan can be interchanged (on that lot) so that either Profile Diagram Code A or Profile Diagram Code B can be used on that side.
- c) The following elements may encroach into the Setback by not more than 0.5 metres:
  - i. a veranda;
  - ii. a porch;
  - iii. eaves, gutter and fascia;
  - iv. sunblinds and shade sails;
  - v. a pergola;
  - vi. masonry chimneys;
  - vii. flues and pipes;
  - viii. domestic water tanks; and
  - ix. heating and cooling equipment and other services,

subject at all times to any limitations imposed by any easement located within the Lot as well as the requirements of any party having the benefit of the easement.

Edge lots are not beneficiaries of the restriction described in 3.3 above.

**3.4 Walls and carports on boundaries (Regulation 80 and Clause 54.04-2)**

Walls constructed on a boundary must be in accordance with Regulation 80 (Walls on boundaries) in Part 5 of the Regulations and Clause 54.04-2 in the Scheme, except as specified below.

Where this MCP and the Design Guidelines permit a Building to be constructed on the boundary of a Lot, the walls on that boundary (including, without limitation, any Garage walls) may have a maximum height of 3.6 metres.

Edge allotments are not beneficiaries of the restriction described in 3.4 above

**3.5 Solar access to existing north-facing windows (Regulation 82 and Clause 54.04-4)**

- a) Table 82 to the Regulations and Regulation 82(2) do not apply to that part of the Building that is proposed to be constructed on the boundary where:
  - i. this MCP the Design Guidelines or any Restriction permit the proposed Building to be constructed on the boundary; or
  - ii. the wall of that part of the proposed Building abuts a wall of another existing Building,
- b) Where the Building to be built on a Lot has two or more storeys:

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- i. the Profile Diagram (applicable to that Lot) replaces the setbacks and diagram contained in Regulation 82; and
- ii. the Habitable Room windows for that Building may be located within the Non-Overlooking Zone of the respective Profile Diagram (applicable to that Lot).

**3.6 Overshadowing of recreational private open space (Regulation 83 and Clause 54.04-5)**

Any overshadowing of recreational private open space must be in accordance with Regulation 83 (Overshadowing of recreational private open space) in Part 5 of the Regulations and Clause 54.04-5 in the Scheme, except as varied as a consequence of other restrictions in this MCP.

Edge allotments are not beneficiaries of the restriction described in 3.6 above.

**3.7 Overlooking (Regulation 84 and Clause 54.04-6)**

Where the Building to be built on a Lot has two or more storeys, the Habitable Room windows for that Building may be located within the Non-Overlooking Zone of the Profile Diagram (applicable to that Lot) despite the requirements of Regulation 84.

Edge allotments are not beneficiaries of this restriction described in 3.7 above.

**3.8 Daylight to habitable room windows (Regulation 85)**

Where the eaves of the Building on the Lot encroach into the Side Setback, the dimensions of the area of the outdoor space or light court that is clear to the sky as referred to in Regulation 85 is to be measured from the external surface of the Habitable Room window of the Building facing the outdoor space or light court (instead of from the end of the eaves of the Building that overhang that Habitable Room Window).

**3.9 Fences on or within 150mm of side or rear boundaries (Regulation 91)**

Fences on the Side Boundaries and the Rear Boundary must comply with clause 4.

**4. Fences**

- a) A boundary fence must be constructed in accordance with the Design Guidelines.
- b) Side and rear fencing must be 1.8 metres in height above the natural ground level.
- c) Fencing on the Side Boundary must begin no closer than one (1) metre behind the Front Building Line of the Building except where the Side Boundary forms the Rear Boundary of an adjoining Lot in which case the fencing is to continue to the front of the Lot.
- d) Side wing fencing is to be constructed of the same material and specifications as the side and rear fencing.
- e) Side gates must complement the architectural character of the Building and must not be higher than 1.8m above the natural ground level.



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**5. Siting and Design**

**5.1 Overall Requirements**

Subject to the remaining provisions of this MCP, a Building on a Lot must be constructed:

- a) within the Approved Building Envelope
- b) in accordance with the Design Guidelines

**5.2 Exemption from the need for report and consent of Council**

If a Building which is proposed to be constructed on a Lot complies with this MCP in respect of the following matters:

- a) minimum street setbacks (Regulation 74);
- b) car parking (Regulation 78);
- c) side and rear setbacks (Regulation 79);
- d) walls and carports on boundaries (Regulation 80);
- e) solar access to existing north-facing windows (Regulation 82);
- f) overshadowing of recreational private open space (Regulation 83);
- g) overlooking (Regulation 84);
- h) daylight to habitable room windows (Regulation 85);
- i) fences on or within 150mm of side or rear boundaries (Regulation 91);

the Building will not require the consent and report of the Council

**5.3 Siting of a Building**

- a) Except for any encroachment expressly permitted under this MCP or the Design Guidelines, a Building (other than a boundary fence) on a Lot must not be constructed outside the Approved Building Envelope.
- b) The siting of a Building within the Approved Building Envelope is subject to the provisions of this MCP and the Design Guidelines.
- c) If there is an inconsistency between a Restriction (other than a requirement of this MCP) and a requirement of this MCP, the Restriction will prevail.

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- d) buildings must not cover registered easements unless provided for by the easement.

**5.4 One Dwelling**

Only one Dwelling may be constructed on each lot

**5.5 Variation to siting and design**

The siting and design of all Buildings must be approved by the Design Panel prior to an application for a building permit being made.

**6. General**

- a) DGM may, in its absolute discretion:
- i. amend the Design Guidelines; and
  - ii. authorise a Building which does not comply with the Design Guidelines, provided that such Building complies with the Restrictions and provided that DGM considers that the non-compliance will not have a material adverse effect on any other Lot.
- b) Notwithstanding that a proposed Building may comply with the terms of this MCP, no construction of such Building may commence until a Building Permit is issued in relation to the Building.

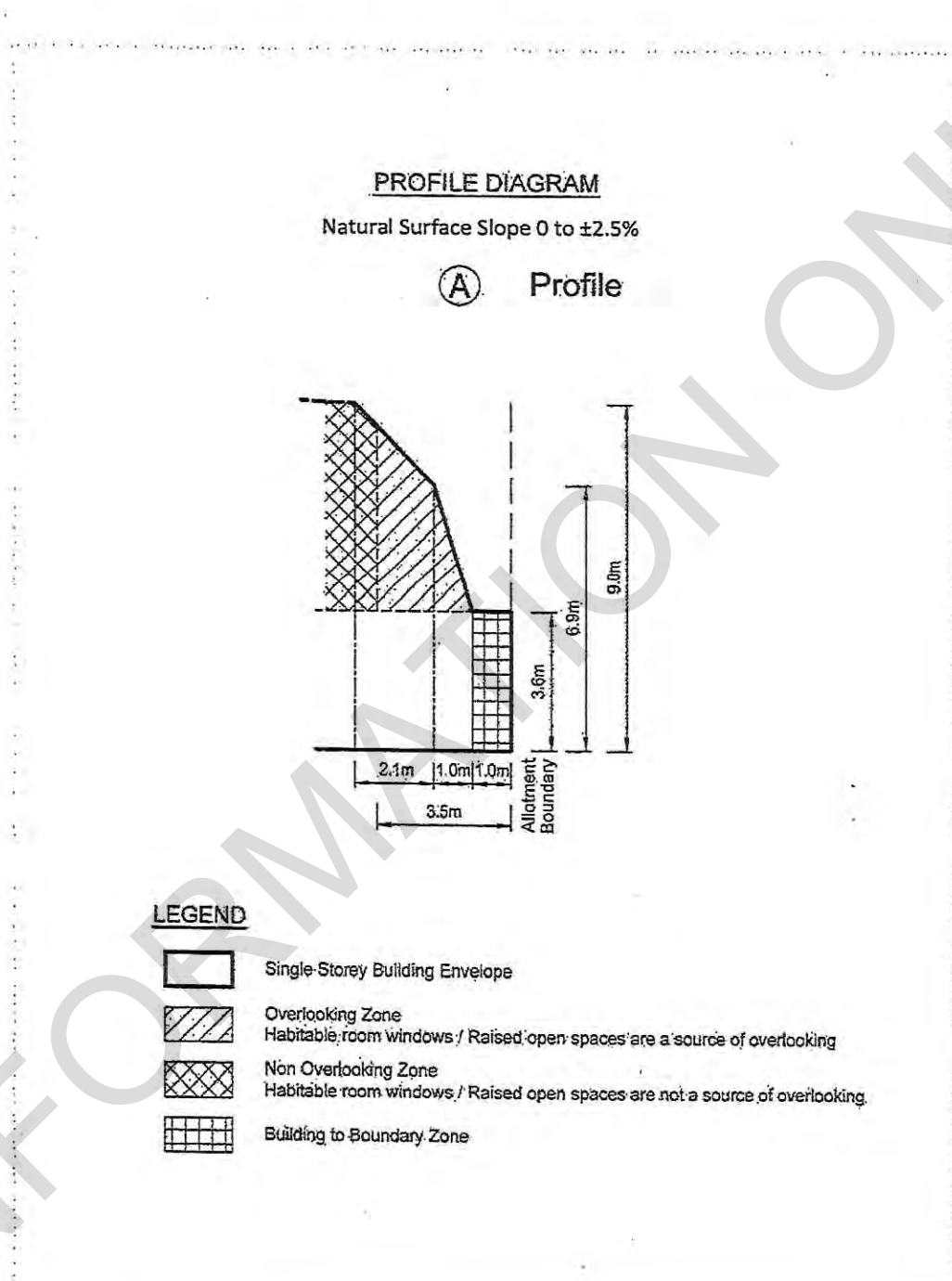


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## 7. Diagrams and plans

### 7.1 Profiles referenced in the building envelope plan



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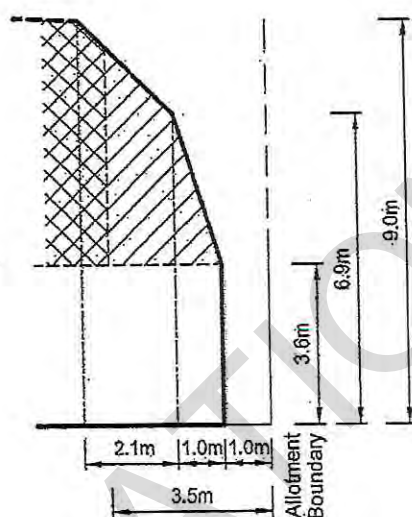
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PROFILE DIAGRAM

Natural Surface Slope 0 to  $\pm 2.5\%$

(B) Profile



LEGEND



Single Storey Building Envelope



Overlooking Zone  
Habitable room windows / Raised open spaces are a source of overlooking



Non Overlooking Zone  
Habitable room windows / Raised open spaces are not a source of overlooking

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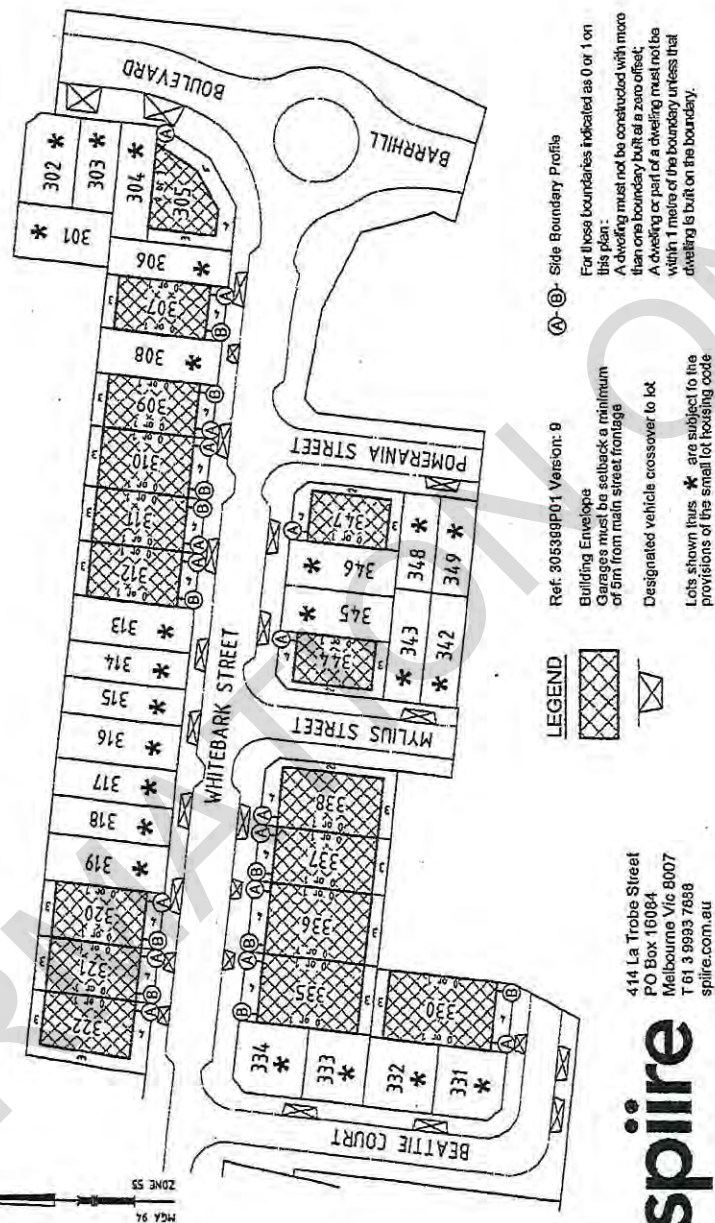
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## 8.2 Building envelope plan



Expiry: As set out in the plan.

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# Domestic Building Insurance

## Certificate of Insurance

**Haneen Al Khamas**
**22 Aries Dr  
EPPING  
VIC 3076**

Policy Number:

**C851269**

Policy Inception Date:

**19/01/2024**

Builder Account Number:

**290333**

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

### Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**

At the property: **Lot 309 Whitebark Street WOLLERT VIC 3750 Australia**

Carried out by the builder: **AODISHO CONSTRUCTIONS PTY LTD**

Builder ACN: **164768610**

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

For the building owner(s): **Haneen Al Khamas**

Pursuant to a domestic building contract dated: **21/08/2023**

For the contract price of: **\$ 275,000.00**

Type of Cover: **Cover is only provided if AODISHO CONSTRUCTIONS PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses \***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy\***

### PLEASE CHECK

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

### IMPORTANT

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

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



### Period of Cover

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

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

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

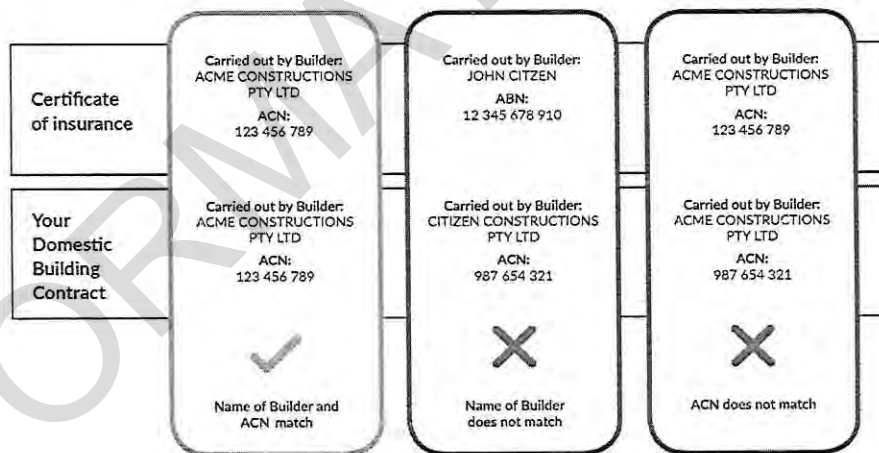
Issued by Victorian Managed Insurance Authority (VMIA)

### Domestic Building Insurance Premium and Statutory Costs

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

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

*Below are some example of what to look for*





**STECO**  
BUILDING SURVEYORS

**STECO Building Surveyors**  
**Office Address**  
62A Nicholson Street Footscray VIC 3011  
0434 284 391  
info@stecoconsultants.com.au  
www.stecoconsultants.com.au  
ABN 48 647 651 778

20230206

## Form 16

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

### OCCUPANCY PERMIT

#### Property Details

Number <b>109</b>	Street/Road <b>Whitebark Street</b>	Suburb <b>Wollert</b>	Postcode <b>3750</b>
Lot/s <b>309</b>	LP/PS <b>PS822249B</b>	Volume <b>12508</b>	Folio <b>064</b>
Crown allotment <b>1 (Part)</b>	Section No <b>16</b>	Parish <b>Morang</b>	County <b>N/A</b>
Municipal District <b>Whittlesea City Council</b>			

#### Building permit details

Building permit number: **2617111101722**  
Version of BCA applicable to building permit: **BCA 2019 Volume 2 Amendment 1**

#### Building Details

Part of building to which permit applies: **Construction of Single Storey Dwelling**

Permitted use: **Private Dwelling**

BCA Class of building: **1a(a)**

Maximum permissible floor live load: **1.5 kPa**

Maximum number of people to be accommodated:

Part of building to which permit applies: **Construction of Associated Garage**

Permitted use: **Private Garage**

BCA Class of building: **10a**

Maximum permissible floor live load: **2.5 kPa**

Maximum number of people to be accommodated:

Storeys contained **N/A**

Effective height **N/A**

Rise in storeys (for Class 2-9 buildings) **N/A**

Type of construction **N/A**

#### Conditions to which this permit is subject

Occupation is subject to the following conditions—

1. Note this certificate of Occupancy Permit is not evidence that the building, part of the building or building work listed above complies with the Building Act 1993 or the Building Regulations 2018.

#### Suitability for occupation

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



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

Inspection Type	Approved Date
Before placing a footing	05/02/2024
Before pouring an in situ reinforced concrete member	09/02/2024
The completion of framework	08/03/2024
Final, on the completion of all building work	12/06/2024

**Relevant Building Surveyor**

Name: **Steven Tran**

Address: **62A Nicholson Street Footscray VIC 3011**

Email: **info@stecoconsultants.com.au**

Building practitioner registration no.: **BS-L 67097**

Company Name: **STECO Building Surveyors**

ABN: **48 647 651 778** ACN: **647 651 778**

Municipal district: **Whittlesea City Council**

Occupancy Permit no.: **2617111101722**

Date of issue of permit: **23/07/2024**



20230206

## FORM 2

Regulation 37(1)  
Building Act 1993  
Building Regulations 2018

**Building Permit No. 2617111101722**  
**19/01/2024**

### Issued to

Agent of Owner **Diyana Aodisho, AODISHO CONSTRUCTIONS PTY LTD**  
**ACN 164768610**  
Postal Address **71 Anderson Road Fawkner VIC**  
Email **diyanaaodisho@gmail.com**  
Address for serving or giving of documents: **71 Anderson Road Fawkner**  
Contact Person **Diyana Aodisho**

Postcode **3060**

Postcode **3060**

Telephone **0401 956 717**

### Ownership Details

Owner **Haneen Al Khamas**  
Postal Address **22 Aries Drive Epping VIC**  
Email **haneensabe99@gmail.com**  
Contact Person **Haneen Al Khamas**

Postcode **3076**

Telephone **0424 335 132**

### Property Details

Number <b>109</b>	Street/Road <b>Whitebark Street</b>	Suburb <b>Wollert</b>	Postcode <b>3750</b>
Lot/s <b>309</b>	LP/PS <b>PS822249B</b>	Volume <b>12508</b>	Folio <b>064</b>
Crown allotment <b>1 (Part)</b>	Section No <b>16</b>	Parish <b>Morang</b>	County <b>N/A</b>
Municipal District <b>Whittlesea City Council</b>			

### Builder

Name **AODISHO CONSTRUCTIONS PTY LTD**  
**ACN 164768610**

Telephone **0401 956 717**

Address **71 Anderson Road Fawkner VIC**

Postcode **3060**

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

### Natural person for service of directions, notices and orders

Name **Diyana Aodisho**  
Postal address **71 Anderson Road Fawkner VIC**

Telephone **0401 956 717**  
Postcode **3060**



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

Name	Category/class	Registration Number
AODISHO CONSTRUCTIONS PTY LTD	CDB-U	66053
Daniel Cafeo	BS-L	64509
Sina Yucel	DP-AD	39426
Lei Yi	PE	0002719

**Details of Domestic Building Work Insurance<sup>5</sup>**

The issuer or provider of the required insurance policy is: **Bovill Risk & Insurance Consultants Pty Ltd (VMIA)**

Insurance policy number : **C851269**

Insurance policy date : **19/01/2024**

**Details of Relevant Planning Permit**

Planning Permit No: **N/A**

Date of grant of Planning Permit: **N/A**

**Nature of Building Work**

Description: **Construction of a Dwelling and associated Garage**

Storeys contains: **1**

Rise in storeys: **N/A**

Effective height: **N/A**

Type of construction: **N/A**

Version of BCA applicable to permit: **BCA 2019 Volume 2 Amendment 1**

Stage of building work permitted: **N/A**

Cost of Building Work: **\$275,000.00**

Total floor area of new building work in m<sup>2</sup>: **185**

**Building classification**

Part of Building	BCA Classification
Construction of Single Storey Dwelling	1a(a)
Construction of Associated Garage	10a

**Prescribed Reporting Authorities**

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

Reporting Authority	Matter Reported On Or Consented To	Regulation
Whittlesea City Council	Point of Discharge of storm water	Reg.133 (2)

**Protection Work**

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

**Inspection Requirements<sup>3</sup>**

The mandatory inspection notification stages are:

1. Before placing a footing
2. Before pouring an in situ reinforced concrete member
3. The completion of framework
4. Final, on the completion of all building work

**Occupation or User of Building**

An occupancy permit is required prior to the occupation or use of this building.

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

**Commencement and Completion**

This building work must commence by **19/01/2025**

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

This building work must be completed by: **19/01/2026**

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

**Relevant Building Surveyor**

Name: **Steven Tran**

Company Name: **STECO Building Surveyors**

ABN: **48 647 651 778** ACN: **647 651 778**

Address: **62A Nicholson Street Footscray VIC 3011**

Email: **info@stecoconsultants.com.au**

Building practitioner registration no.: **BS-L 67097**

Permit no.: **2617111101722**

Date of issue of permit: **19/01/2024**



**Notes**

- Note 1 Under Regulation 42 an owner of a building of land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units;
- Note 2 Under Regulation 41 the person in charge of the carrying out the building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans and relevant documentation are available for inspection at the allotment while the building works in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
- Note 3 Include building practitioners with continuing involvement in the building work.
- Note 4 Include building practitioners with no further involvement in the building work.
- Note 5 Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of The Building Act 1993.

## Conditions of Approval

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to completion of works certificate being issued:

1. Building work as detailed on the endorsed building permit plans and associated documentation must not be altered in any way without prior approval from the relevant building surveyor.
2. All building work shall be carried out in accordance with Building Act 1993 and Building Regulations 2018.
3. The builder named in the building permit issued for the building work must ensure the registration numbers and contact details of the builder and building surveyor and the building permit number and the date of issue are displayed on the allotment in a conspicuous position prior to the commencement of building work and for the duration of the building work.
4. Please note that it is the owners responsibility to ensure compliance with any covenants, encumbrances OR 173 agreements contained within the title.
5. The person in charge of carrying out the building work must ensure the building work does not encroach over the title boundaries of the subject allotment.
6. This building permit is not evidence that the design complies with any restrictive covenant or other encumbrance burdening the subject land. It is the owner(s) responsibility to ensure compliance with any encumbrance. The owner may be subject to enforcement proceedings by a Council or legal proceedings from other beneficiaries if they do not comply with any relevant encumbrance.
7. During construction temporary downpipes or channeling of the ground to avoid water damage to the adjoining allotments shall be undertaken when necessary.
8. The substitution of the specified fire-rated products, systems and materials is not permitted.
9. It is the owners responsibility, or Agent of Owner, to ensure compliance with any Local Council By-Laws and or regulations.
10. The person that is named as the builder in the building permit issued for the building work must notify the relevant building surveyor without delay after the completion of each mandatory notification stage of that work.
11. No building or building works to be erected or carried out or equipment is to be used on, over, under, or in the air space of the adjoining allotment.



12. It is the responsibility of the owner and builder of this project to ensure that all buildings or part thereof are constructed within any legal allotment title boundaries (if doubt exists verification from a licensed land surveyor is recommended prior to commencement of any building work)
13. It is the responsibility of the owner and builder to ensure that where trees are removed from within the zone of influence, the ground is moisturized prior to any building works commencing or the tree roots are to be isolated from the proposed building work.
14. Prior to a frame inspection, submit roof and/or floor truss manufacturers specifications and layout plans to this office for endorsement.
15. Any variation to the approved building permit documentation must be submitted to this office for approval prior to the construction of the variation being carried out.
16. Proposed wall along the title boundary must be constructed from within the site.  
Approval is conditional upon no unauthorised encroachment of any part of the work and/or building beyond the allotment boundary/street alignment. Where necessary, boundary locations shall be established by preparation of a title re-establishment.
17. It is the responsibility of the Owner/Builder to protect Council Assets during construction works. The Owner/Builder must not commence building works until an Asset Protection Permit has been issued and approved by the Local Council.

### Performance Solution

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

Relevant performance requirement	Details of performance solution
P2.6.2 Services - Recycled Grey Water in lieu of RWT or Solar HW Panels.	Performance Solution - To permit a single storey dwelling to be provided with recycled grey water via a reticulated system installed by the Water Authority.



YARRA VALLEY WATER  
ABN 93 058 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

7th August 2024

Vicland Conveyancing

Dear Vicland Conveyancing,

**RE: Application for Water Information Statement**

Property Address:	109 WHITEBARK STREET WOLLERT 3750
Applicant	Vicland Conveyancing
Information Statement	30873425
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
- Build Over Easement

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

Yours sincerely,

Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES



**Yarra Valley Water Property Information Statement**

Property Address	109 WHITEBARK STREET WOLLERT 3750
------------------	-----------------------------------

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)**

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

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

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

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

**Melbourne Water Property Information Statement**

Property Address	109 WHITEBARK STREET WOLLERT 3750
------------------	-----------------------------------

**STATEMENT UNDER SECTION 158 WATER ACT 1989****THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

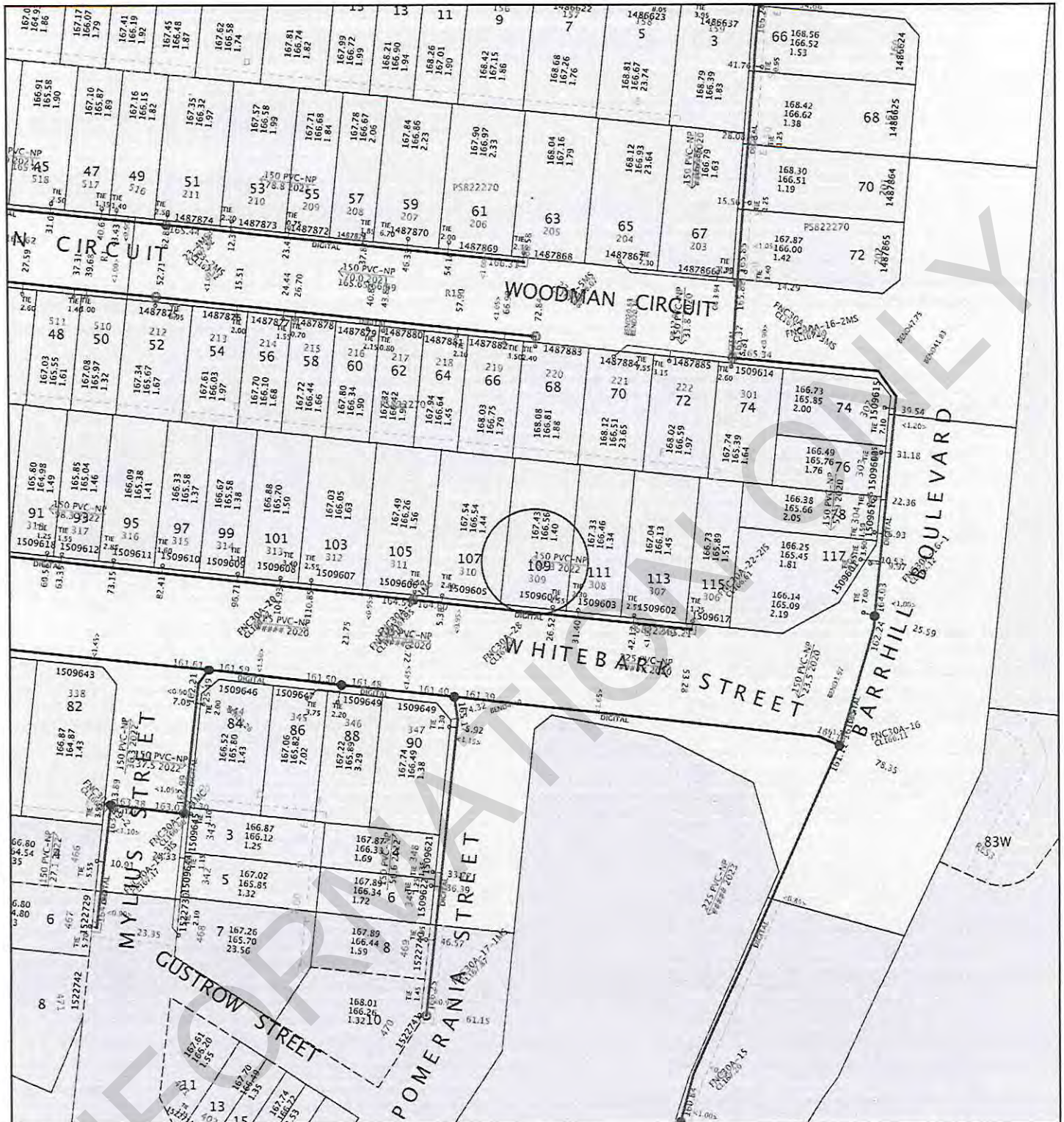
Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

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

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

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





**Yarra Valley Water  
Information Statement  
Number: 30873425**

**Address** 109 WHITEBARK STREET WOLLERT 3750  
**Date** 07/08/2024  
**Scale** 1:1000



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

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

26th November 2023

Application ID: 608988

### **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
Recycled Water Audit Fee (Includes GST)	1.
20mm Recycled Pressure Limiting Valve (PLV)	1
New Estate Connect-Combo DW & RW (incl meters w/lock)	1
20mm Potable Pressure Limiting Valve (PLV)	1

##### **Sewer**

##### **Connection Or Disconnection Details**

Sewer Connection Description	PSP Number
Water & Sewer Connection	1509604

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

Recycled Water



## **Conditions of Connection Details**

### **GENERAL**

In these conditions the terms,

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

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

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

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

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

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

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

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

### **WATER**

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

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

of connection.

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

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

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

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 735 328. If you wish to cancel the booking you will need to contact Yarra Valley Water (if applicable) to seek a refund. A cancellation fee may apply.

## **METER ASSEMBLIES & POSITIONING**

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

Water meter assemblies:

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

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



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

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

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

### **REMOVAL OF WATER METERS**

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

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

### **DAMAGED OR STOLEN METERS**

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

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

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

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

### **RECYCLED WATER 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 <a href="http://www.yvw.com.au/rwinspection">www.yvw.com.au/rwinspection</a>	
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 is 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](mailto: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 3/4" 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 ( <b>excluding sprinkler systems</b> )	YES (✓)
Toilet / urinal flushing ( <b>excluding bidets</b> )	YES (✓)
Laundry washing machines	YES (✓)
Vehicle washing	YES (✓)
Garden watering including vegetables	YES (✓)
Filling water features/ornamental ponds ( <b>not for swimming</b> )	YES (✓)
Irrigation of public open space (e.g. parks, sports grounds)	YES (✓)
Irrigation of pasture & crops	YES (✓)
Livestock ( <b>excluding pigs</b> )	YES (✓)
Cooling towers	YES (✓)
Industrial use: <ul style="list-style-type: none"> <li>Boiler feed water</li> <li>Process water</li> <li>Wash-down water</li> <li>Dust suppression</li> </ul>	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](http://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](http://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](mailto: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.

## **SEWER**

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

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

Following the completion of a new or altered property sewerage drain, a copy of the updated Property



Sewerage Plan must be returned within 7 days to Yarra Valley Water [easyACCESS@yvw.com.au](mailto:easyACCESS@yvw.com.au).  
Photographs of plans are not acceptable.

## 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.



Vicland Conveyancing  
Info@Viclandconveyancing.Com.Au

YARRA VALLEY WATER  
ABN 93 086 002 501

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

## RATES CERTIFICATE

**Account No:** 3671806869  
**Rate Certificate No:** 30873425

**Date of Issue:** 07/08/2024  
**Your Ref:**

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
109 WHITEBARK ST, WOLLERT VIC 3750	309\PS822249	5295519	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2024 to 30-09-2024	\$20.86	\$20.86
Residential Water Usage Charge <i>Step 1 – 7.000000kL x \$2.49560000 = \$17.47</i> Estimated Average Daily Usage \$0.21	14-02-2024 to 09-05-2024	\$17.47	\$0.00
Residential Sewer Service Charge	12-07-2024 to 30-09-2024	\$105.21	\$105.21
Residential Recycled Water Usage Charge	14-02-2024 to 09-05-2024	\$0.00	\$0.00
Parks Fee	01-07-2024 to 30-09-2024	\$21.98	\$21.98
Drainage Fee	01-07-2024 to 30-09-2024	\$30.77	\$30.77
Residential Water and Sewer Usage Charge		\$0.00	\$0.00
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
<b>Balance Brought Forward</b>			\$0.00
<b>Total for This Property</b>			\$178.82

  
GENERAL MANAGER  
RETAIL SERVICES

### Note:

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



4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

**Recycled water is available at this property**

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



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

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

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

Property No: 5295519

Address: 109 WHITEBARK ST, WOLLERT VIC 3750

Water Information Statement Number: 30873425

#### HOW TO PAY



Biller Code: 314567  
Ref: 36718068690

Amount  
Paid

Date  
Paid

Receipt  
Number



26th November 2023

Diyana Aodisho  
Profound builders  
care of  
diyana@profoundbuilders.com.au

Dear Diyana Aodisho,

**APPLICATION FOR BUILD OVER CONDITIONS**

<b>Application ID</b>	611871
<b>Property Address</b>	109 WHITEBARK STREET WOLLERT 3750
<b>Service Location ID</b>	5295519

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

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

**Build Over Condition Summary \***

Driveways & Paving (Plain Concrete Only) for a Residential Property (Please Note Ramps over sewer mains are not allowed)

- can build over the sewer main and 750mm vertical clearance is required
- can build over any sewer branch, 750mm vertical clearance is required and the inspection shaft (27A) must be extended to surface level

**Excavation & Landscaping**

- can be undertaken over the sewer branch servicing the property and 600mm horizontal and vertical clearance is required, maximum fill over the sewer branch is 1m

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

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

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

Yours sincerely,



Joe Gargaro

Divisional Manager, Development Services

INFORMATION ONLY



### **SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:**

For any excavation and landscaping for a residential property in the vicinity of a property connection branch servicing the property, the following apply:

1. Refer to attached plan 'D' for this structure.
2. The proposed structure can be built over the property connection branch. A minimum 600 mm horizontal clearance between the proposed works/ foundations and the property connection branch is required.
3. A minimum vertical cover of 600 mm over the property connection branch is required.
4. Maximum fill allowed over property connection branch is 1.0 m
5. Pad footings/ foundations are permitted
6. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that additional load will be placed on the property connection branch by the structure
7. Pier and beam foundations traversing the property connection branch must be a minimum of 600 mm from the property connection branch but no further away than 1000 mm.
8. Driven piles are not permitted.

For any driveways and paving (plain concrete only) for a residential property in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

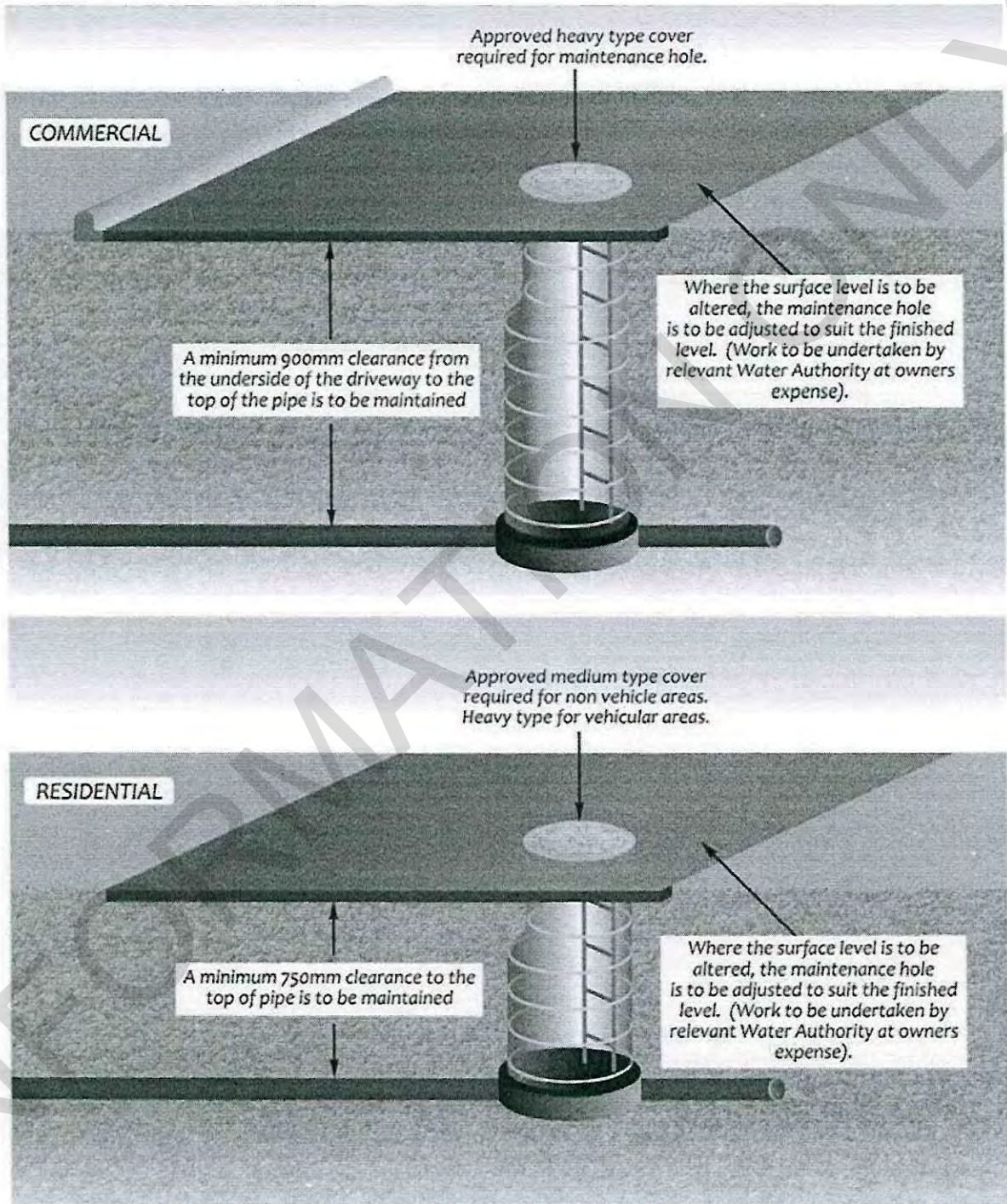
1. Refer to attached plan 'F' for this structure.
2. A minimum 750 mm vertical cover is to be maintained over the sewer main.
3. Ramps over sewer mains are not permitted.
4. No additional load is to be placed on the sewer main.

For any driveways and paving (plain concrete only) for a residential property in the vicinity of a property connection branch servicing the property, the following conditions apply:

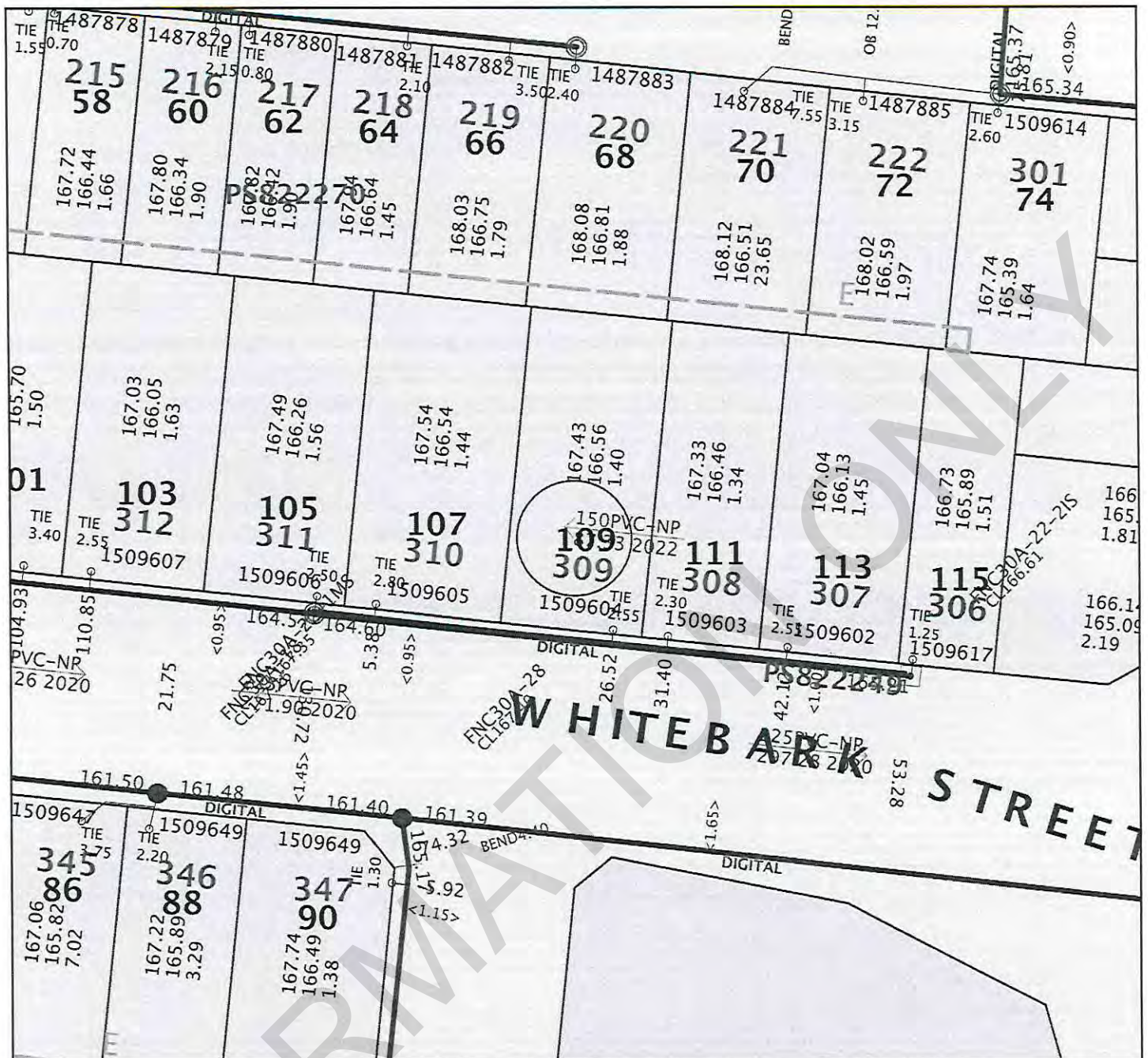
1. Refer to attached plan 'F' for this structure
2. A minimum 750 mm vertical cover is to be maintained over the property connection branch
3. Ramps over sewer property connection branches are not permitted.
4. No additional load is to be placed on the property connection branch by the works
5. The inspection shaft (27A) must be extended to surface. It must be fitted with an approved screw cap located below an appropriate cover for vehicle loading where required. In driveways and paved areas set the cover flush with the concrete/paving. Raising the (27A) to surface may be undertaken by a licenced plumber.
6. If the horizontal clearance is 600mm or greater from the property connection branch servicing the property, there is no requirement to raise the (27A) to surface.

## DRIVEWAY AND PAVING

### DRIVEWAYS AND PAVING







**Yarra Valley Water  
Sewerage Depth Offset  
Asset Map**

Address 109 WHITEBARK STREET WOLLERT 3750

















Date	26/11/2023
Scale	1:500



**Yarra  
Valley  
Water**

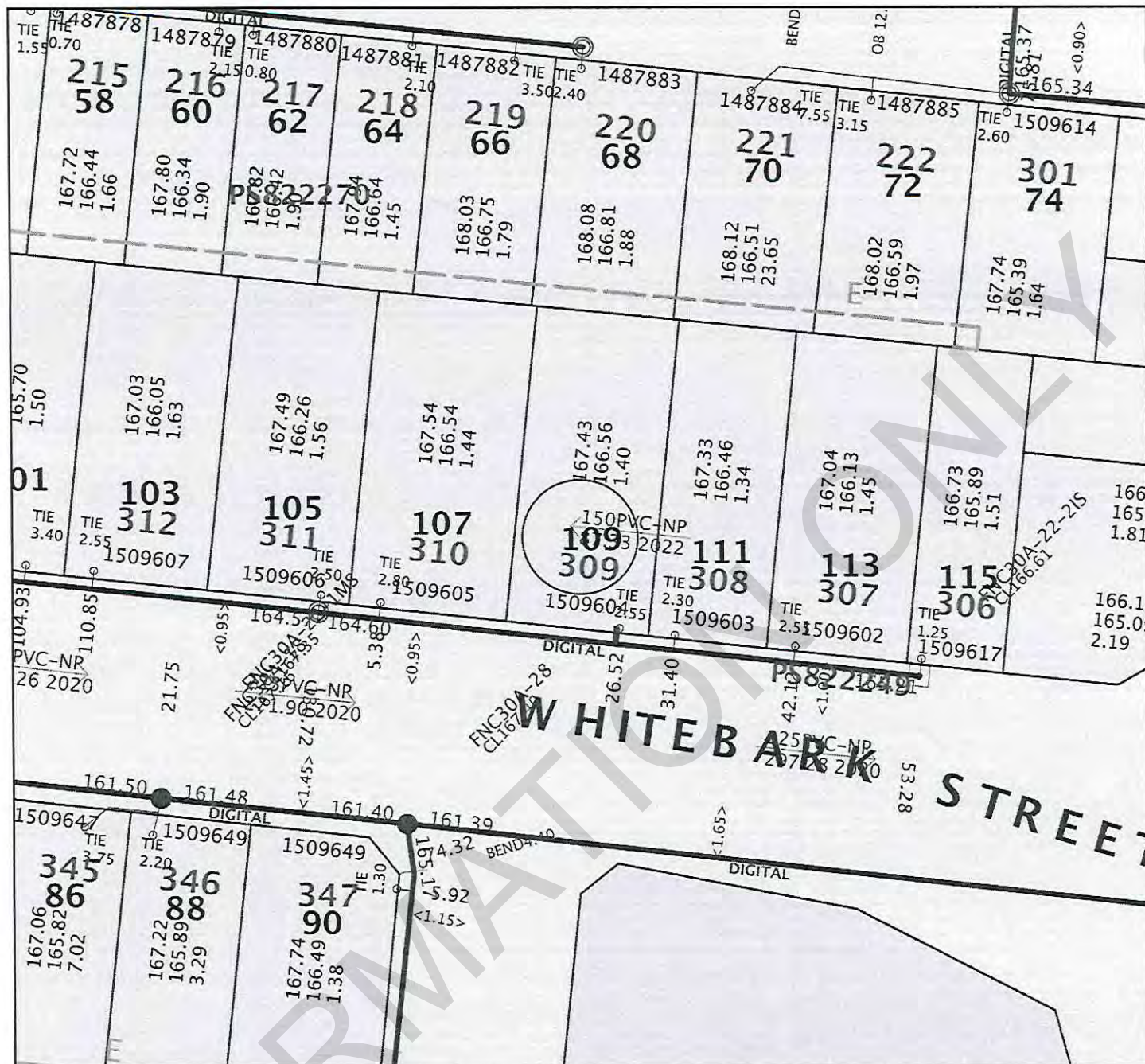
Disclaimer: This Sewerage Depth Offset Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

ABN 93 066 902 501

Existing Title		Gas Check Manhole		<b>Abbreviation Pipe Material</b>  VC VITREOUS CLAY PVC-NP UPVC - Non Pressure PVC-PW UPVC - Profile Wall CONC CONCRETE RC/UCON CC Re/Un-reinforced PP_SW POLYPROYLENE HDPE POLYETHYLENE CI CAST IRON	<b>ASSET DETAILS</b>
Proposed Title		Inspection Shaft			<b>Pipe Size:</b> 150 <b>Pipe Material:</b> PVC-NP <b>Average Depth (m):</b> 2.08 <b>Branch Length (m):</b> 1.401
Sewer Branch		Pipe Junction			
Existing Sewer		Maintenance Shaft			
Circular Manhole		Maintenance Chamber			
Sewer Offset		End of Pipe			
Abandoned Sewer		Rectangular Manhole			
Pump Station		Ventilation			
					<p>Note: Offsets denoted in brackets &lt; &gt; are from the title boundary to centreline of pipe. If pipe offset is not shown, it is unknown and will need to be proven on site. YVW Ref: 5295519</p>

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.  
If pipe offset is not shown, it is unknown and will need to be proven on site.  
YVW Ref: 5295519





**Yarra Valley Water  
Sewer Branch  
Asset Map**

**Address** 109 WHITEBARK STREET WOLLERT 3750

**Date** 26/11/2023  
**Scale** 1:500



**Yarra  
Valley  
Water**

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

ABN 93 066 902 501

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

**Abbreviation Pipe Material**

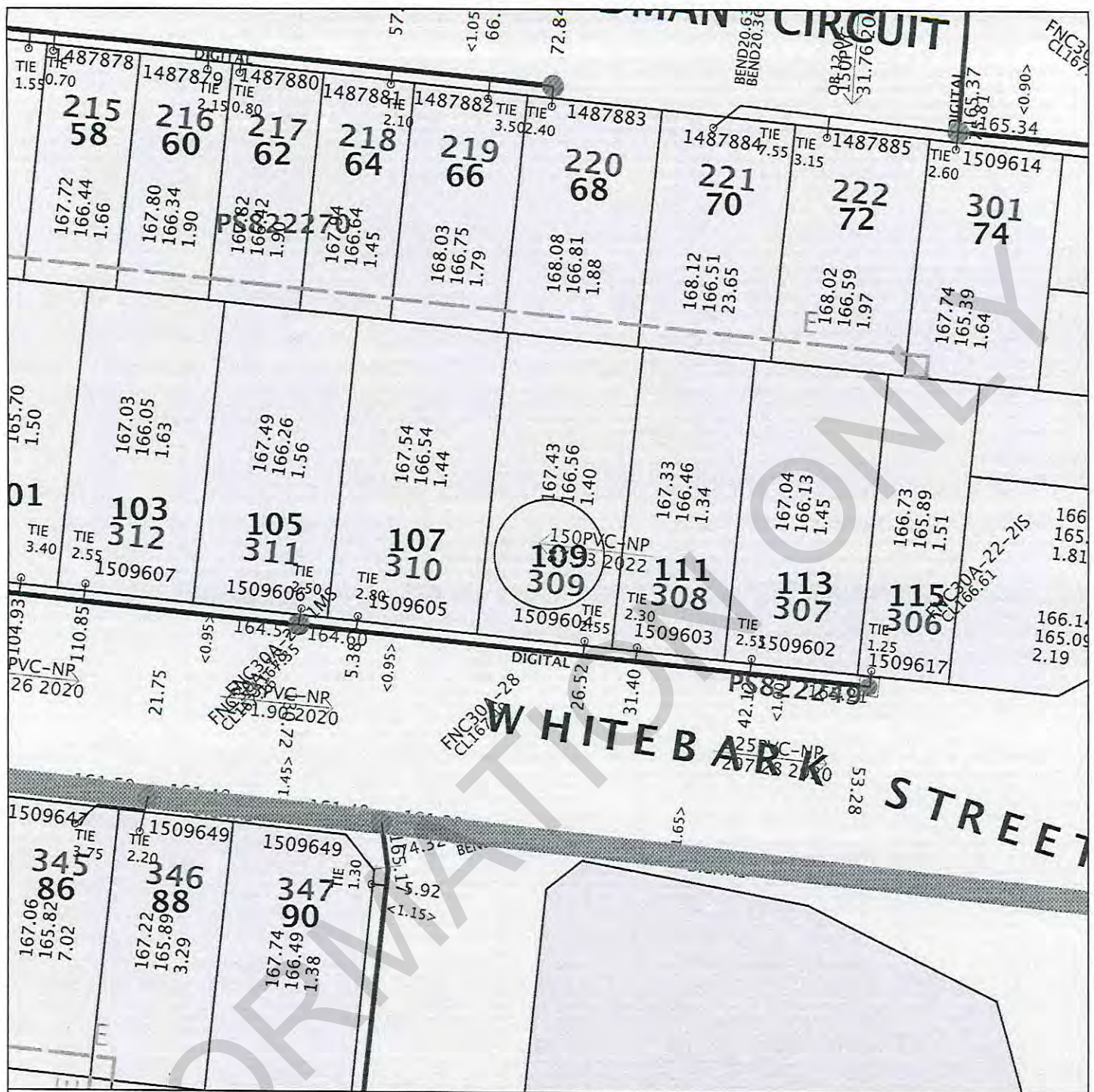
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCON	CC Re/Un-reinforced
PP_SW	POLYPROPYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

**ASSET DETAILS**

**Branch Size:** 100  
**Branch Material:** PVC-NP  
**Branch Depth (m):** 0.873  
**Branch Length (m):** 1.401

Note: Offsets denoted in brackets  
< > are from the title boundary to  
centreline of pipe.  
YVW Ref: 5295519





Yarra Valley Water

Build Over Plan Reference: Plan D

General Structures

Address 109 WHITEBARK STREET WOLLERT 3750

Date 26/11/2023

Scale 1:500



Yarra  
Valley  
Water

ABN 93 066 902 501

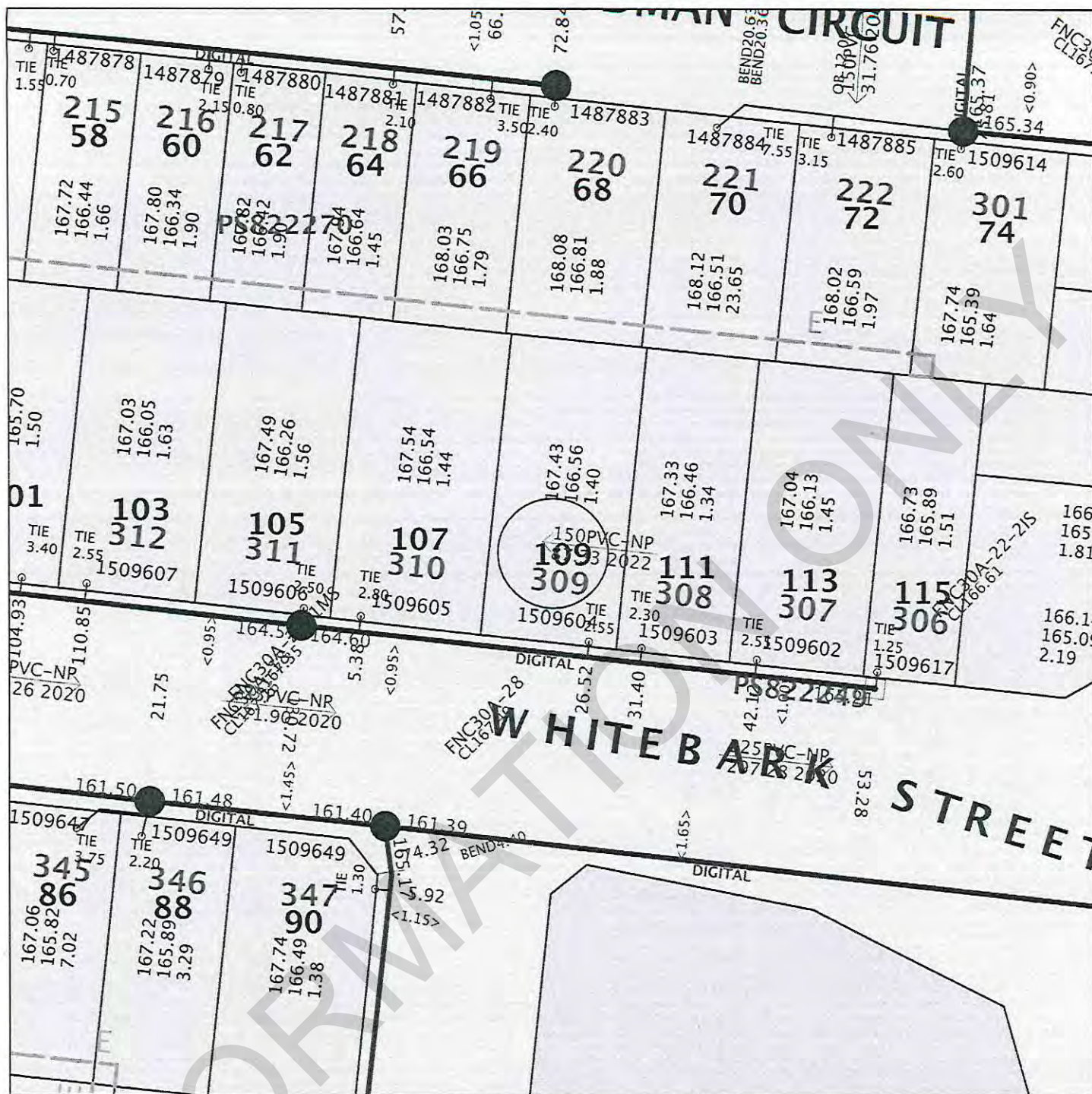
Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

Yarra Valley Water Application ID: 611871

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

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





Yarra Valley Water

Address 109 WHITEBARK STREET WOLLERT 3750

Build Over Plan Reference: Plan F

Driveways and paving

Date 26/11/2023

Scale 1:500



ABN 93 066 902 501

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

Yarra Valley Water Application ID: 611871

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

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



## **CONDITIONS APPLICABLE TO THIS APPLICATION:**

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

### **Standard conditions:**

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

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

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

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



# RESPONSIBILITY OF SEWER CONNECTION POINTS

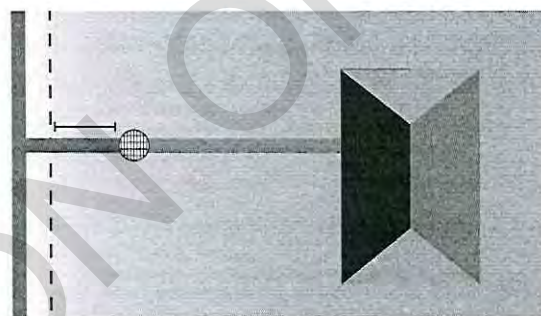


Yarra Valley Water's (YVW) responsibility of the sewer connection point is dependent on the location of the sewer main and the first Inspection Opening (I.O.), which may be above or below ground. YVW and property owner responsibilities for the sewer connection points are outlined below.

## STAND ALONE RESIDENCE

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

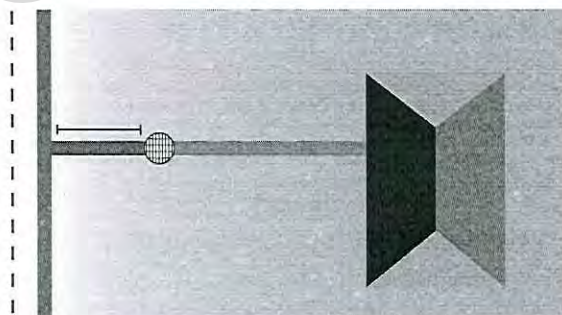
YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



## STAND ALONE RESIDENCE

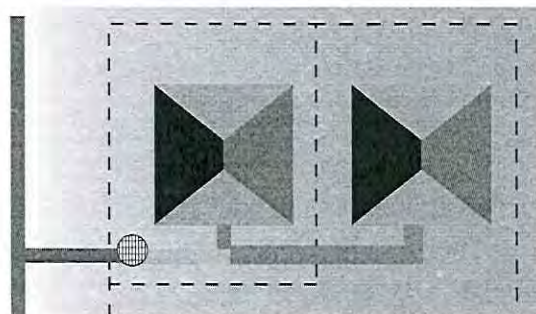
Sewer connection point where the sewer main is **inside** the property.

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



## COMBINED PRIVATE PLUMBING (UNITS, NEIGHBORING PROPERTIES)

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



### KEY

- Property owner responsibility
- Combined property owner responsibility
- YVW responsibility

- Boundary of property
- Inspection opening (may be below ground or at surface level)



Building / structure

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

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

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



# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 07 August 2024 11:55 AM

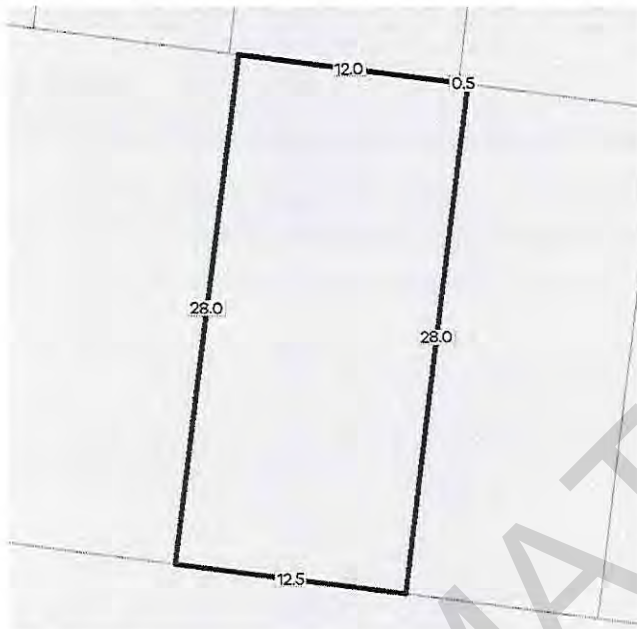
## PROPERTY DETAILS

Address: **109 WHITEBARK STREET WOLLERT 3750**  
Lot and Plan Number: **Lot 309 PS822249**  
Standard Parcel Identifier (SPI): **309\PS822249**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **1218122**  
Directory Reference: **Melway 182 G1**

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

## SITE DIMENSIONS

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



**Area:** 350 sq. m

**Perimeter:** 81 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**  
Legislative Assembly: **MILL PARK**

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

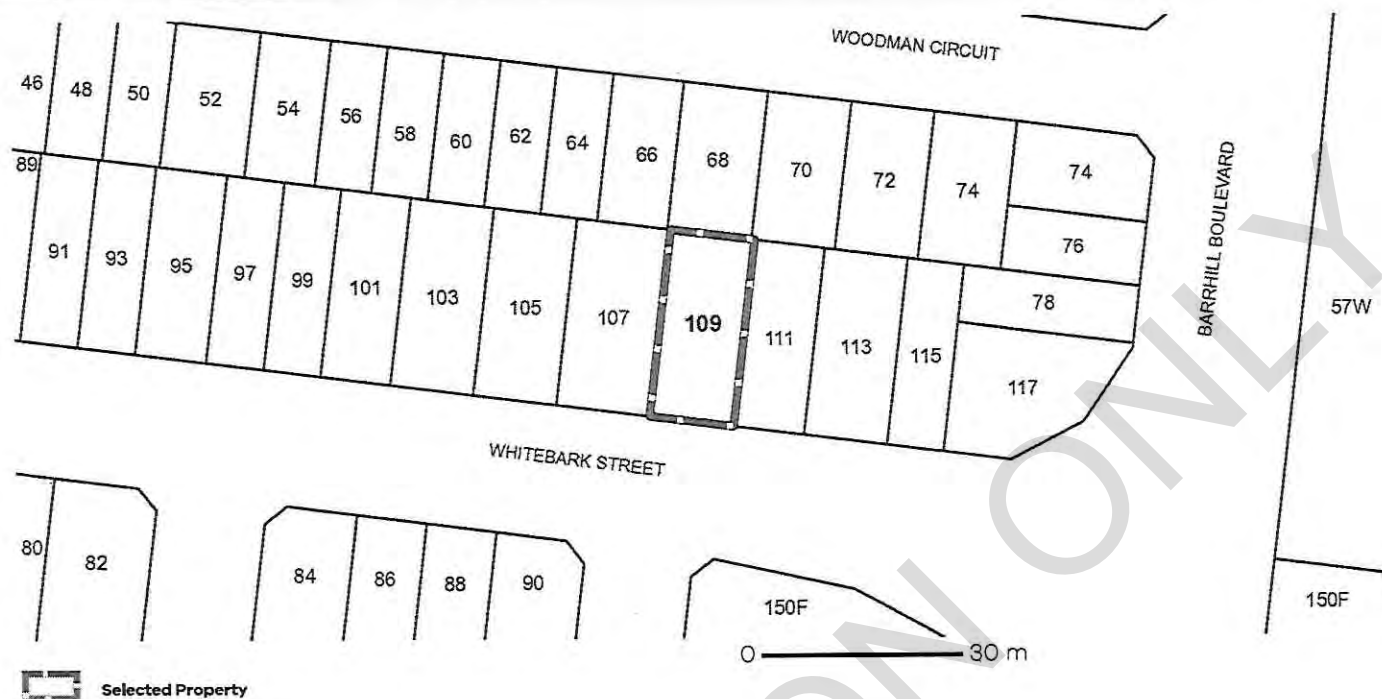


# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

## Area Map



From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 07 August 2024 12:26 PM

## PROPERTY DETAILS

Address: **109 WHITEBARK STREET WOLLERT 3750**  
 Lot and Plan Number: **Lot 309 PS822249**  
 Standard Parcel Identifier (SPI): **309\PS822249**  
 Local Government Area (Council): **WHITTLESEA**  
 Council Property Number: **1218122**  
 Planning Scheme: **Whittlesea**  
 Directory Reference: **Melway 182 G1**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**  
 Legislative Assembly: **MILL PARK**

## OTHER

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

[View location in VicPlan](#)

## Note

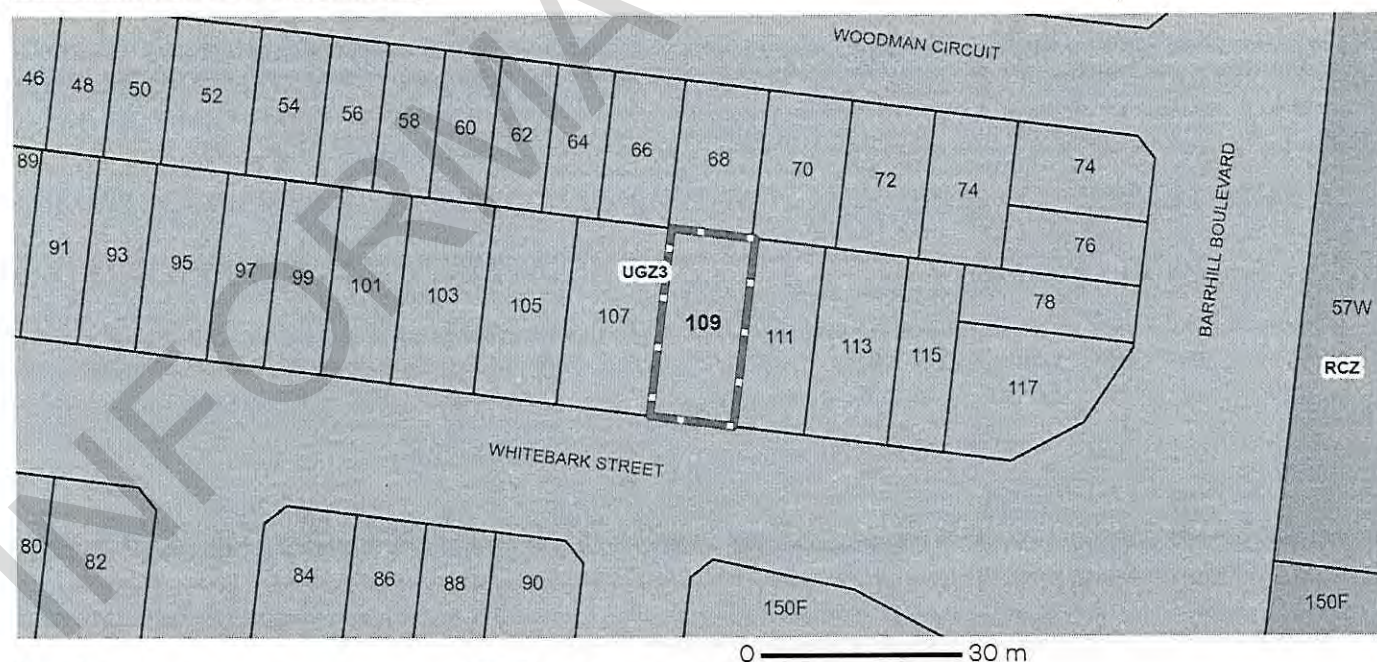
**This land is in an area added to the Urban Growth Boundary after 2005.  
It may be subject to the Growth Area Infrastructure Contribution.**

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

## Planning Zones

URBAN GROWTH ZONE (UGZ)

URBAN GROWTH ZONE - SCHEDULE 3 (UGZ3)



**RCZ - Rural Conservation** **UGZ - Urban Growth**

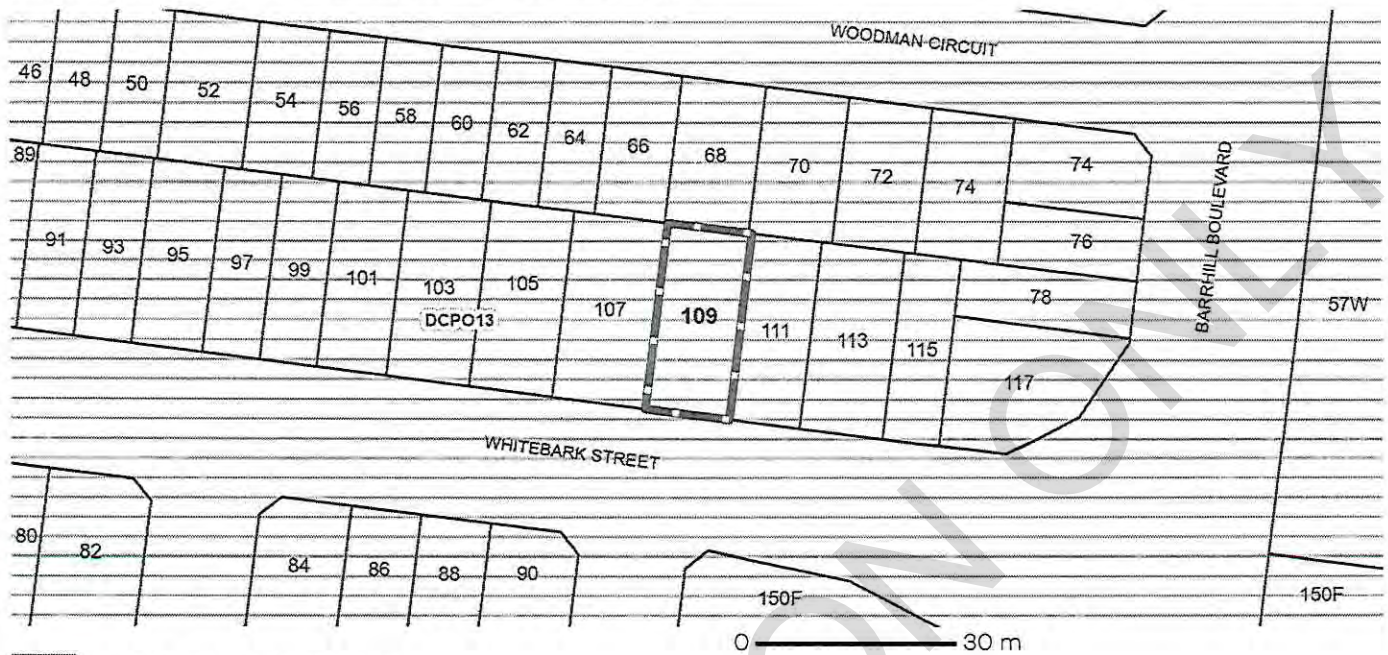
Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.



## Planning Overlays

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 13 (DCPO13)



DCPO - Development Contributions Plan Overlay

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

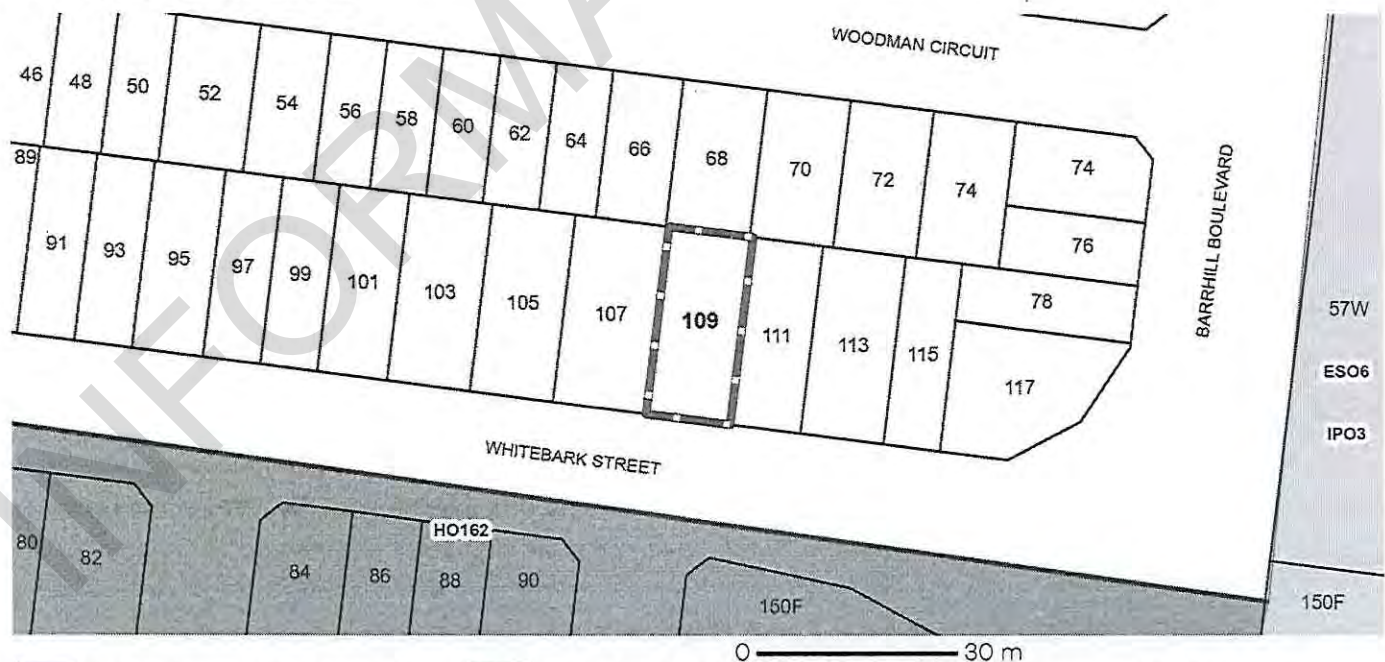
### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

### ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

### HERITAGE OVERLAY (HO)

### INCORPORATED PLAN OVERLAY (IPO)



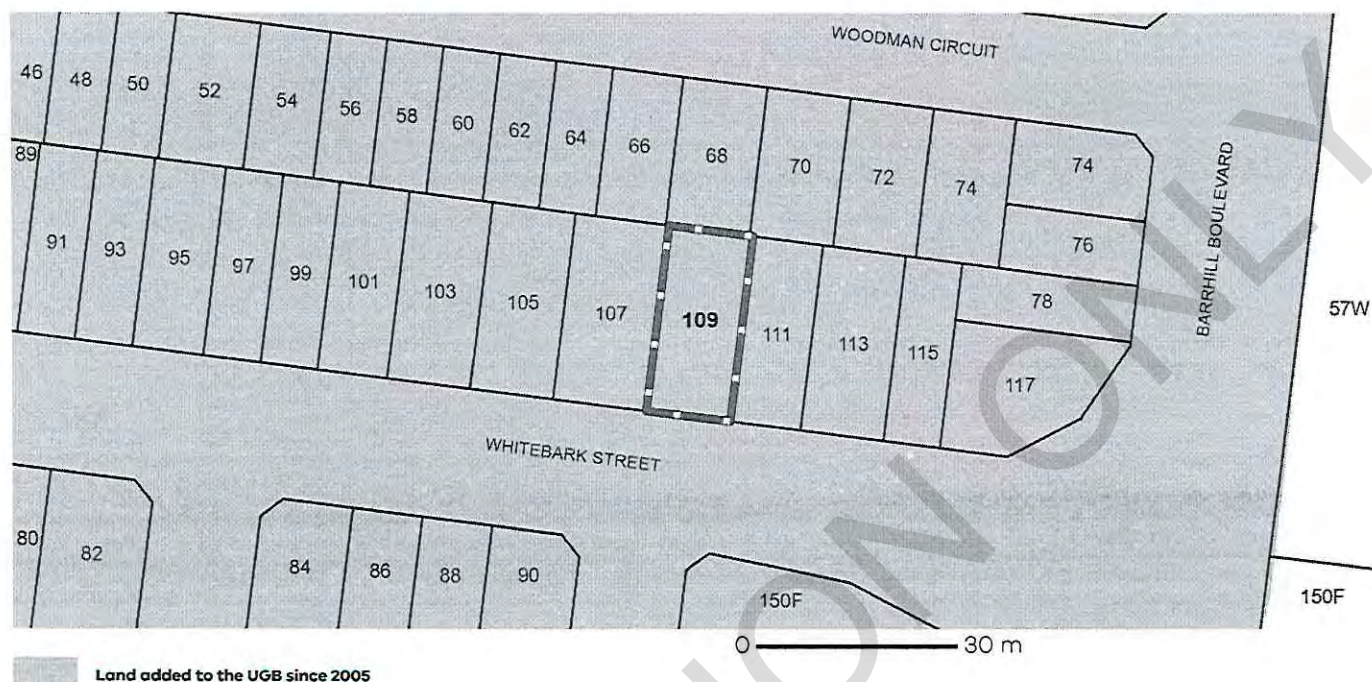
ESO - Environmental Significance Overlay HO - Heritage Overlay IPO - Incorporated Plan Overlay

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



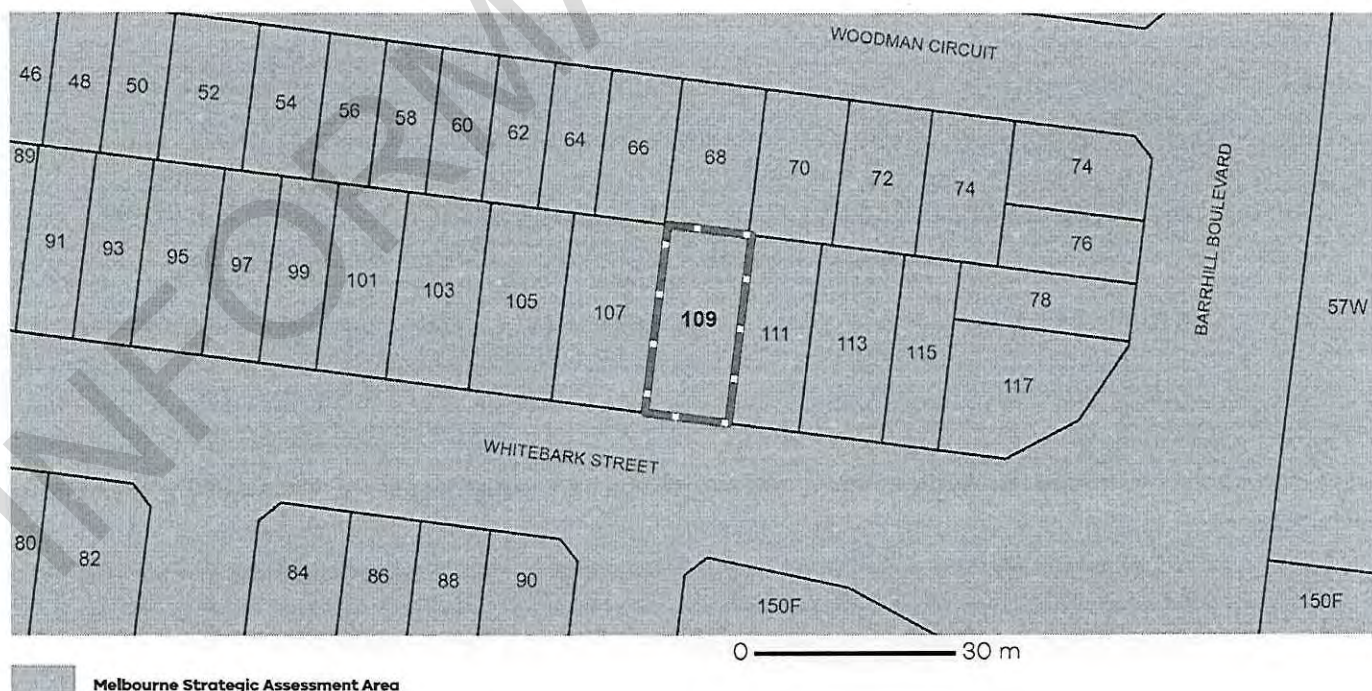
## Growth Area Infrastructure Contribution

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](http://www.victorianplanningauthority.vic.gov.au)



## 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://nvm.delwp.vic.gov.au/BCS>





## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

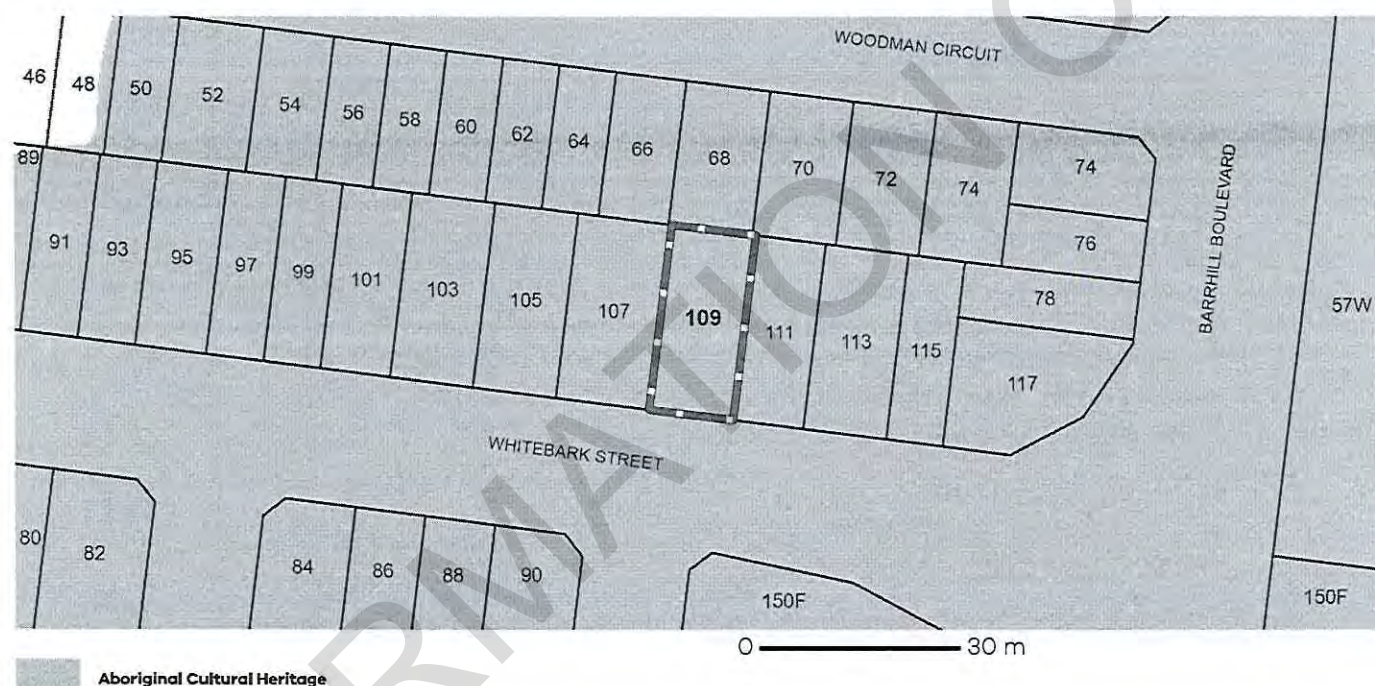
Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to

<http://www.oav.nrms.net.au/oavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018,

can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



## Further Planning Information

Planning scheme data last updated on 6 August 2024.

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

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

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

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

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



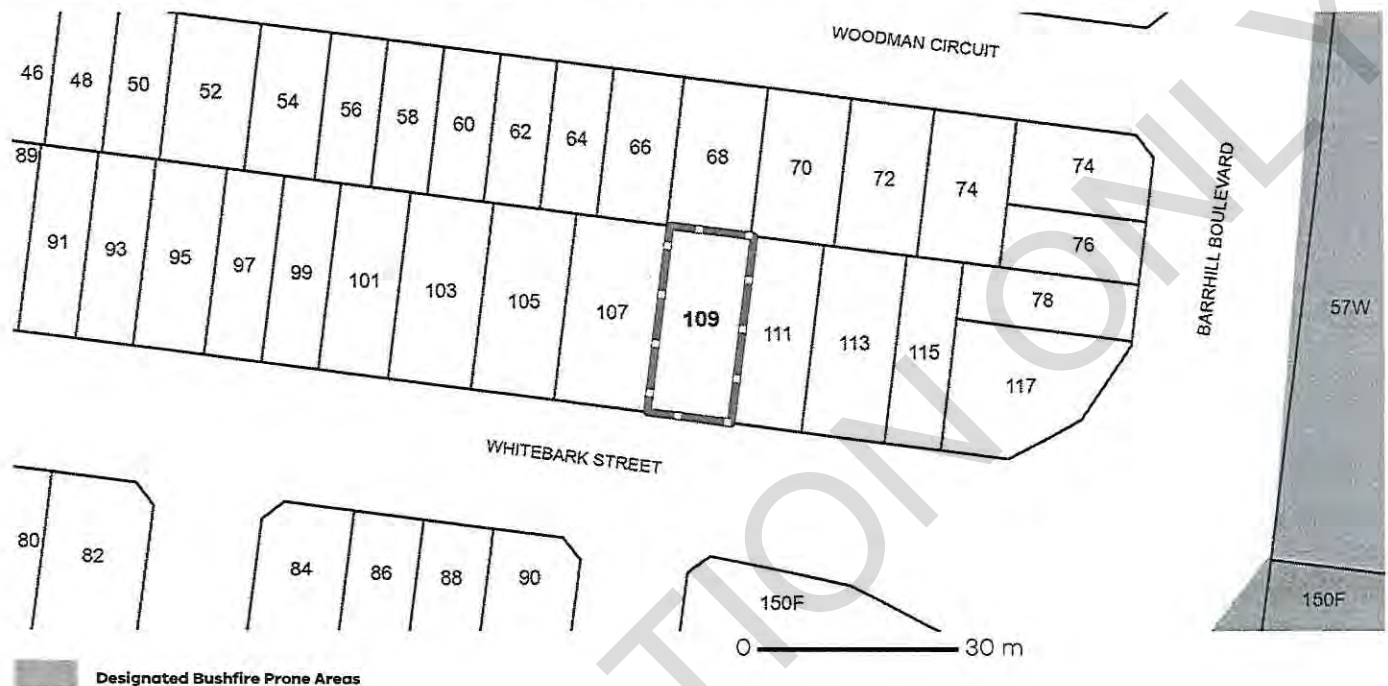
## Designated Bushfire Prone Areas

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

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

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

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



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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

## **Vendor's Statement**

---

**Haneen AL KHAMAS**  
*Vendor*

**109 WHITEBARK STREET, WOLLERT 3750**  
*Property*

**Vicland Conveyancing**  
Office 8/315 Barry Road  
Campbellfield 3061

**Tel : 9357 7500**  
Fax: 9357 9353  
Our ref: 25745  
[info@viclandconveyancing.com.au](mailto:info@viclandconveyancing.com.au)