

# Contract of Sale of Real Estate\*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

**Property address**                      **4 PORTER AVENUE, ROXBURGH PARK VIC 3064**

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as 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 ...../...../2024

**Print names(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 ...../...../2024

**Print names(s) of person(s) signing:**    **BHARATH KUMAR VENKATESALU CHETTY** .....

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 have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

\*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

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

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

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

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

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

### Particulars of sale

#### Vendor's estate agent

Name:	Harcourts Rata & Co.(Head Office)			
Address:	Unit 1, 337 Settlement Road, Thomastown VIC 3074			
Email:	sold@rataandco.com.au			
Tel:	03 9465 7766	Mob:	Fax:	Ref: Ron Singh

#### Vendor

Name:	BHARATH KUMAR VENKATESALU CHETTY
Address:	
ABN/ACN:	
Email:	

#### Vendor's legal practitioner or conveyancer

Name:	National Conveyancing Group			
Address:	32 Ravenhall Way, Ravenhall VIC 3023 PO Box 3334, Caroline Springs VIC 3023			
Email:	manpreet@nationalconveyancinggroup.com.au			
Tel:	0432 605 070	Fax:	DX:	Ref: SV:884

#### Purchaser

Name:	
Address:	
ABN/ACN:	
Email:	

#### Purchaser's legal practitioner or conveyancer

Name:				
Address:				
Email:				
Tel:		Fax:	DX:	Ref:

#### Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	10314	Folio	360	1695	PS 343808K

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

**Property address**

The address of the land is: 4 Porter Avenue, Roxburgh Park VIC 3064

**Goods sold with the land** (general condition 2.3(f)) (list or attach schedule)

All fixed floor coverings, fixtures and fittings of a permanent nature as inspected.

**Payment** (general condition 11)

Price \$

Deposit \$ by (of which \$ has been paid)

Balance \$ payable at settlement

**GST** (general condition 13)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a '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.

**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

OR

☐ \*periodic residential tenancy agreement determinable by notice

OR

☐ \*lease for a term ending on 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.

**Loan** (general condition 14)-**NOT APPLICABLE AT AUCTION**

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

Lender:

Loan amount:

Approval date:

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

**special conditions**

## Special Conditions

**Instructions:** it is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

### Special condition 1 – Acceptance of title

General condition 12.4 is added:

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

### \*Special condition 1B – Foreign resident capital gains withholding

\*This special condition applies to contracts entered into on or after 1 July 2016.

- 1B.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise.
- 1B.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 1B.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$2 million or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).
- 1B.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 1B.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
  - (b) ensure that the representative does so.
- 1B.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this special condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 1B.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 1B.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 1B.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## Special Conditions – cont.

### Special condition 2 – Electronic Conveyancing

EC

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 2 ceases to apply from when such a notice is given.
- 2.3 Each party must:
  - (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
  - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
  - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
  - (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 The vendor must before settlement:
  - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
  - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

3. If settlement is rescheduled due to the Purchaser, the Purchaser shall pay the Vendor's Conveyancer an amount of \$330 Inc GST for each and every rescheduled settlement, such additional amount or amounts to be paid at the rescheduled settlement.

#### 4. Planning and Restrictions

The purchaser buys subject to any restriction imposed as to the use under any order, plan, Town Planning Acts or Schemes, permit, overlay, regulation or by-law contained in or made pursuant to the provision of any legislation or requirement made by any authority to control or restrict the use of land. Any such restriction shall not affect the validity of this contract nor shall they constitute a defect. No such restriction shall constitute a defect in the Vendor's title and the purchaser shall not 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. Entire Agreement and No representations

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

The Purchaser agrees that he is not relying upon any representation made by or on behalf of the Vendor to the purchaser or a representative of the Purchaser and that the Purchaser is relying upon his own enquiries made before signing this contract.

## 6. Building and Goods

6.1 The Purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquiries of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the Vendor or his consultants or any agents or servants notwithstanding anything to the contrary herein contained or bylaw otherwise provided or implied and it is agreed that the Purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures.

6.2 The Purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the Vendors Title and the Purchaser shall not claim any compensation whatsoever from the Vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors.

6.3 The Purchaser/s acknowledges that they has inspected the property and chattels prior to the day of sale. They agree that they are purchasing and will accept delivery of the property and chattels in their present condition and shall make no claim in relation to the condition of the property and chattels and will indemnify and keep indemnified the vendor for any claim arising out of the property or the chattels.

## 7. Deposit

The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

## 8. Auction

The property may be offered for sale by auction, subject to the vendor's reserve price. The Rules and Information Sheet for the conduct of the auction shall be as set out in the Schedules of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

## 9. Guarantee

If a company purchases the property:

- (a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- (b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

## 10. FIRB Approval

If the named purchaser or the nominated purchaser is a foreign person within the meaning of the *Foreign Acquisitions*

*and Takeovers Act 1975* (as adopted and amended from time to time) then the purchaser warrants to the vendor that they have received approval from the Foreign Investment Review Board of the Commonwealth of Australia (FIRB Approval) and shall be deemed to be in default under this Contract unless a copy of the FIRB Approval letter is provided for the named purchaser and/or the nominated purchaser on the earlier of seven days from the date of sale or within seven days from the date the contract becomes unconditional or simultaneously with the Nomination Form (whichever is the earlier date). The named purchaser and or the nominated purchaser hereby warrant that they will comply with this special condition and all of their obligations to obtain approval to acquire the land hereby sold, as required by law and shall indemnify and keep indemnified the vendor for any loss and damages including consequential loss, and costs and expenses incurred by the vendor as a result of the vendor having relied on this warranty when entering into this contract. The Vendor shall retain an equitable interest in the land hereby sold until all loss and damages including consequential loss, and costs and expenses incurred by the vendor are paid by the party that breached this special condition.

## 11. Nomination

General Condition 18 is replaced with the following:

If the named Purchaser chooses to nominate a substitute or additional purchaser the named Purchaser shall remain personally liable for the due performance and observance of all the named Purchaser's obligations under this contract and it shall be a condition precedent to such nominations that:

- (a) The Purchasers representative shall not submit any nomination documents to the Vendors representative where the nominated Purchaser is still required to seek approval from the Foreign Investment Review Board (FIRB);
- (b) The named Purchaser shall have the substituted purchaser sign an approved Nomination Form and provide the executed form to the Vendor's representative - at least 14 days before settlement;
- (c) If the nominated purchaser or one or more of them is an incorporated body, then the nominated Purchaser shall deliver a personal guarantee to the Vendor's representative signed by all the directors of the said incorporated body;
- (d) The nominated purchaser acknowledges that the vendor will incur additional conveyancing costs due to the Purchaser's nomination as the Vendor's Conveyancer will be required to (among other tasks) check the validity of the nomination, update their system records and re prepare the notices of disposition. The Nominee therefore agrees to pay the Vendors Representatives legal costs for administration in the sum of \$250.00 by way of adjustment at Settlement.

## **12 . Default Interest & Costs Payable**

- a) General Condition 26 is amended by inserting 6% instead of 2%.  
The said interest shall be calculated from the due date herein provided for the payment of the said money until such money is paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing.
- b) The purchaser hereby agrees that reasonable costs of each default is the sum of \$990.00 including GST, payable to the vendor's representative.
- c) Should settlement be rescheduled after all parties have accepted a scheduled booking on the same day, the purchaser further acknowledges to pay \$330.00 including GST for each rescheduled settlement at settlement should the fault be of their own, bank or representative payable to the vendors representative.

## **13. Identity**

The Purchaser admits that the Land as offered for sale and inspected by the Purchaser is identical to that described in the Title particulars in the Vendors Statement herewith. The Purchaser agrees not to make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in the area or measurements or call upon the Vendor to amend title or bear all or any part of the cost of doing so.

## **14. Breach**

General Condition 25 is amended by adding the following new paragraph at the end of the condition. 'The purchaser acknowledges that the following items constitute a reasonable foreseeable loss', the Vendor will or may suffer the following losses and expenses which the Purchaser would be required to pay in addition:

- a) Expenses payable by the Vendor under any existing loans secured over the property or other property of the vendor associated with this settlement including interest payable by the vendor.
- b) The vendor's legal costs and additional conveyancing expenses incurred due to the breach; including the cost of issuing any Default Notice prepared and served on the Purchaser agreed at a sum of \$660.00 including GST to the vendor's representative, per service.
- c) All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance;
- d) Legal costs and expenses as between the Vendor and its Solicitor and/or conveyancer;
- e) Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase;
- f) Accommodation and removalist expenses that are additionally incurred as a result of the Purchaser's delay with settlement.

## **15. Notice**

General Condition 21 is replaced with the following:

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

## **19. Non payment of the whole or part of the deposit**

The failure to pay the deposit or any part thereof on the due date shall be a fundamental breach of the contract. Furthermore the contract may be immediately terminated by the vendor at his option. If the contract is terminated, the deposit paid is forfeited to the vendor.

General Condition 27 shall not apply where the deposit or part of the deposit is not paid when it is due.

## **20. Swimming Pools and Smoke Alarms**

20.1 The Vendor makes no representation and accepts no responsibility concerning compliance of swimming pools or spas with the minimum standards of the Building Regulations 1994. The purchaser is advised that Regulation 5.13 requires that pools or spas have barriers installed to restrict access by some children to the swimming pool, within 30 days if the date of completion of the Contract, or, in the case of a terms contract, after the purchaser becomes entitled to possession or to the receipt of rents and profits.

20.2 The Vendor makes no representations and accepts no responsibility concerning compliance with the Building Regulations 1994 requirement for smoke alarms. The purchaser is advised that Regulation 5.14 of the Building Regulations 1994 requires that all dwelling and or units be fitted with self-contained smoke alarms within 30 days of settlement.

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

21.1 The purchaser may end this contract within 7 days from the day of sale if the purchaser:

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

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

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

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

## **22. Pest report- NOT APPLICABLE AT AUCTION**

22.1 The purchaser may end this contract within 7 days from the day of sale if the purchaser:

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

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

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

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

## **23. Finance: NOT APPLICABLE AT AUCTION**

If this contract is subject to finance, the purchaser must provide the Vendor's Legal Representative with written notice as to whether the Purchaser's finance application has or has not been unconditionally approved. Where a purchaser's application for finance has not been approved, the Purchaser may end this contract by notice in writing and must provide a letter from an Authorized Banking Institution stating the decline has been issued. General Condition 14.2(c) does not apply to this contract.

If the Purchaser fails to notify the vendor as required, or if further extensions are not granted by the Vendor, the Vendor may terminate the Contract. A letter from mortgage broker/mobile lender is not sufficient in this regard.

24. The Purchaser shall pay to the Vendor's representative the sum of \$220 for each extension made to the finance and/or deposit payment due date ( or other change to the contract or settlement document) made with the Vendor's consent, at the Purchaser's request.

25. Adjustments- Adjustment must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 3 business days prior to the due date of settlement and any failure to do so , will cause the Purchasers to pay administration fee to the Vendors representative of \$220 for the delay in receiving Statement of Adjustments.

## **26. OFFICE CLOSURE**

The Vendor's conveyancer's office will be closing for the 2024/2025 Christmas Period.

Should the due date for settlement as stipulated in the Particulars of Sale fall between 21 December 2024 and 10 January 2025 (inclusive), this Special Condition shall prevail and have the effect of altering the due date for settlement to read 13 January 2025. Neither party shall have any recourse against the other or shall be entitled to make any claim, requisition or request for compensation should the due date for settlement be required to be changed to 13 January 2025.

Furthermore, should the due date for any special conditions, including but not limited to purchaser's loan approval, building and pest inspections and/or representative review of the contract (or any extensions thereto), fall between 21 December 2024 and 10 January 2025 (inclusive), this Special Condition shall prevail and have the effect of altering the due date for such condition to read 13 January 2025. Neither party shall have any recourse against the other or shall be entitled to make any claim, requisition or request for compensation should the due date for conditions/approvals be required to be changed to 13 January 2025.



# 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 lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the 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 -
- only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - 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 release from the secured party releasing the property from the security interest; or
  - 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
  - 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 any personal property —
- that -
    - the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - 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
  - 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 -
- the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - 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 a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11** The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12** The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13** If settlement is delayed under general condition 7.12, the purchaser must pay the vendor—
- 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
  - 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 vendors 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 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:
- 21 days have elapsed since the day of sale; and
  - 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:
- 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
  - 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'.

- 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 or 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) 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 subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred
- 12. Stakeholding**
- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts 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 section 27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 13. GST**
- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
  - (b) 'GST' includes penalties and interest.
- 14. Loan**
- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

- (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

**15. Adjustments**

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

**TRANSACTIONAL**

**16. Time**

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

**17. Service**

- 17.1 Any document sent by
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) email is taken to have been served at the time of receipt within the meaning of Section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer -
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
  - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by 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 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 notice being given
    - (i) the default is remedied; and
    - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

**28. Default not remedied**

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

## GUARANTEE and INDEMNITY

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

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

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

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

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

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

SIGNED SEALED AND DELIVERED by the said )

Print Name..... )

in the presence of: )

Witness..... )

Director (Sign)

SIGNED SEALED AND DELIVERED by the said )

Print Name..... )

in the presence of: )

Witness..... )

Director (Sign)

# **SECTION 32**

# **STATEMENT**

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

<b>Vendor:</b>	BHARATH KUMAR VENKATESALU CHETTY
<b>Property:</b>	4 Porter Avenue, Roxburgh Park VIC 3064

## **VENDORS REPRESENTATIVE**

National Conveyancing Group  
32 Ravenhall Way, Ravenhall VIC 3023  
PO Box 3334  
CAROLINE SPRINGS VIC 3023  
Tel: 0432 605 070  
Email: manpreet@nationalconveyancinggroup.com.au

Ref: SV:884

**32A FINANCIAL MATTERS**

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

**Their total does not exceed \$6000.00**

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the Vendors knowledge

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

**32B INSURANCE**

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

**32C LAND USE**

(a) **RESTRICTIONS**

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) **BUSHFIRE**

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) **ROAD ACCESS**

There is access to the Property by Road.



SECTION 32 STATEMENT  
4 Porter Avenue, Roxburgh Park VIC 3064

(d) PLANNING

Planning Scheme: Hume Planning Scheme  
Responsible Authority: Hume City Council  
Zoning: See attached certificate  
Planning Overlay/s: See attached certificate

**32D NOTICES**

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

**32E BUILDING PERMITS**

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

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

**32F OWNERS CORPORATION**

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

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

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –
- land that is to be transferred under the agreement.
  - land on which works are to be carried out under the agreement (other than Crown land).
  - land in respect of which a GAIC is imposed

**32H SERVICES**

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

**SECTION 32 STATEMENT**  
4 Porter Avenue, Roxburgh Park VIC 3064

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

**32I    TITLE**

Attached are the following document/s concerning Title:

A copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

**ATTACHMENTS**

Attached to this Section 32 Statement please find:-

- All documents noted as attached within this Section 32 Statement
- **Due Diligence Checklist**

**DATE OF THIS STATEMENT**

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

**Name of the Vendor**

**BHARATH KUMAR VENKATESALU CHETTY**

**Signature/s of the Vendor**

✕

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

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

**DATE OF THIS ACKNOWLEDGMENT**

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

**Name of the Purchaser**

**Signature/s of the Purchaser**

✕

# Due Diligence Checklist

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

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

### Urban living

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

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

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

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

### Growth areas

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

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

### Flood and fire risk

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

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

### Rural properties

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

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

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

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

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

### Soil and groundwater contamination

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

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

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

INFORMATION ONLY

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

Page 1 of 1

VOLUME 10314 FOLIO 360

Security no : 124117300857W  
Produced 09/08/2024 11:20 AM

### LAND DESCRIPTION

Lot 1695 on Plan of Subdivision 343808K.  
PARENT TITLE Volume 10266 Folio 477  
Created by instrument PS343808K 29/01/1997

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
BHARATH KUMAR VENKATESALU CHETTY of 4 PORTER AVENUE ROXBURGH PARK VIC 3064  
AR906217E 07/02/2019

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX399770W 30/10/2023  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT W108764L 18/06/1999

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  
U538291W 05/12/1996

### DIAGRAM LOCATION

SEE PS343808K 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: 4 PORTER AVENUE ROXBURGH PARK VIC 3064

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
Effective from 30/10/2023

DOCUMENT END

# Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	<b>Plan</b>
Document Identification	<b>PS343808K</b>
Number of Pages (excluding this cover sheet)	<b>12</b>
Document Assembled	<b>09/08/2024 11:20</b>

**Copyright and disclaimer notice:**

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

<b>PLAN OF SUBDIVISION</b>		Stage No. /	LTO use only <b>EDITION 4</b>	Plan Number <b>PS 343808K</b>
----------------------------	--	----------------	----------------------------------	----------------------------------

<p>Location of Land          Parish: Yuroke          Township:          Section: 6 &amp; 7          Crown Allotment: 5,8,9,10,11,12 &amp; 13 (parts)          Crown Portion: L &amp; K (parts) and part former Government Road          LTO base record: Yuroke (Parish)          Title References Vol. 10266 Fol. 477</p> <p>Last Plan Reference: PS 327328R Lot U          Postal Address: Lot U Somerton Road          (At time of subdivision) Roxburgh Park 3064</p> <p>AMG Co-ordinates      317 500 E      Zone 55          (Of approx. centre of plan) 5 832 500 N</p>	<p style="text-align: center;"><b>Council Certification and Endorsement</b></p> <p>Council Name: HUME CITY COUNCIL      Ref: 28-7-2470</p> <p>1. <del>This Plan is certified under Section 6 of the Subdivision Act 1988.</del></p> <p>2. This plan is certified under section 11(7) of the Subdivision Act 1988          Date of original certification under section 6 19/1/96</p> <p>3. <del>This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</del></p> <p>OPEN SPACE</p> <p>(i) A requirement for public open space under Section 18 Subdivision Act 1988 has / has not been made.</p> <p>(ii) The requirement has been satisfied.</p> <p>(iii) <del>The requirement is to be satisfied in Stage</del>          Council delegate          Council seal          Date / /</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988.</p> <p>Council delegate  <del>Council seal</del>          Date 8 / 8 / 96</p>
--	---

<b>Vesting of Roads or Reserves</b>	
Identifier	Council/Body/Person
R-1 RESERVE N°1 TO N° 5 RESERVE N°7	HUME CITY COUNCIL HUME CITY COUNCIL SOLARIS POWER LTD. ACN 064 651 083

Depth Limitations Does not apply	<b>Notations</b> Staging This is not a staged subdivision Planning permit No. 1917 LOTS 1 TO 1671 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN Survey This plan is based on survey (To be completed where applicable) This survey has been connected to permanent marks no(s). 4022,8095 & 8096 in Proclaimed Survey Area no. 74
----------------------------------	--

<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
SEE SHEET 2 FOR EASEMENT DETAIL				

<p>LTO use only</p> <p>Statement of compliance/ Exemption Statement</p> <p>Received <input checked="" type="checkbox"/></p> <p>Date: 22 / 1 / 97</p> <p>LTO use only</p> <p>PLAN REGISTERED</p> <p>TIME 9.15 DATE: 29 / 1 / 97</p> <p><i>K Osborne</i> Assistant Registrar of Titles.</p> <p>Sheet 1 of 11 Sheets</p>	<p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>Original sheet size A3</p>
---	---

<p><b>MAHON &amp; MAHON PTY. LTD.</b>          LAND SURVEYORS &amp; URBAN PLANNERS          1A CROMWELL STREET, CAULFIELD 3162          P.O. BOX 340 CAULFIELD SOUTH 3162          PHONE (03) 523 7111 FAX (03) 528 5368</p>	<p>LICENSED SURVEYOR (PRINT) TERRY J MAWSON</p> <p>SIGNATURE _____ DATE _____</p> <p>REF. 88-7-24/78      VERSION 5</p> <p>Stage 14      WB F:\ROX\ROXS14-1 24/06/96 11:30</p>
--	--



**PLAN OF SUBDIVISION**

Stage No.

LTO use only

Plan Number

EDITION

**PS 343808K****Easement Information****Legend:** A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of
E-1	Transmission of Electricity	See Diag.	D270447	S.E.C.V.
E-2	Drainage pipelines or Ancillary purposes	See Diag.	This Plan - Section 61 Water Industry Act 1994	Yarra Valley Water Ltd ACN. 066 902 501
E-2	Sewerage	See Diag.	This Plan	Yarra Valley Water Ltd ACN. 066 902 501
E-3	Transmission of Electricity	35-05	H233359	S.E.C.V.
E-4	Drainage & Sewerage	2	This Plan	Land in this plan
E-4	Sewerage	2	This Plan	Yarra Valley Water Ltd ACN. 066 902 501
E-5	Drainage & Sewerage	3	This Plan	Land in this plan
E-5	Sewerage	3	This Plan	Yarra Valley Water Ltd ACN. 066 902 501
E-6	Drainage pipelines or Ancillary purposes	4	This Plan - Section 61 Water Industry Act 1994	Yarra Valley Water Ltd ACN. 066 902 501
E-6	Sewerage	4	This Plan	Yarra Valley Water Ltd ACN. 066 902 501
E-6	Drainage & Sewerage	4	PS 325542A	Land in PS 325542A
E-6	Sewerage	4	PS 325542A	Melbourne Water Corporation
E-7	Transmission of Electricity	See Diag.	D270447	S.E.C.V.
E-7	Pipeline	See Diag.	PS 322016P	Melbourne Water Corporation
E-7	Carriageway	See Diag.	<i>This Plan</i>	C/T Vol 1022 Fol 359 (Lot A PS 347153N)
E-10	Drainage & Sewerage	See Diag.	PS 325542A	Land in PS 325542A
E-10	Sewerage	See Diag.	PS 325542A	Melbourne Water Corporation
E-11	Pipeline	See Diag.	PS 322016P	Melbourne Water Corporation
E-11	Carriageway	See Diag.	PS 337996Q	Land in PS 337996Q
E-11	Carriageway	See Diag.	<i>This Plan</i>	C/T Vol 1022 Fol 359 (Lot A PS 347153N)
E-12	Powerline	1-50	This Plan - Section 44 of the Electricity Industry Act 1993	Solaris Power Ltd ACN 064 651 083
E-13	Drainage & Sewerage	2	PS 327328R	Land in PS 327328R
E-13	Pipelines or Ancillary purposes	2	PS 327328R Section 61 Water Industry Act 1994	Yarra Valley Water Ltd ACN. 066 902 501
E-14	Powerline	See Diag.	This Plan - Section 44 of the Electricity Industry Act 1993	Solaris Power Ltd ACN 064 651 083
E-15	Party Wall	0.13	X788391G	The Relevant Abutting Lot on This Plan
E-16	Party Wall	0.17	X788391G	The Relevant Abutting Lot on This Plan
E-17	Party Wall	0.12	X788391G	The Relevant Abutting Lot on This Plan



**MAHON & MAHON PTY. LTD.**  
 LAND SURVEYORS & URBAN PLANNERS  
 1A CROMWELL STREET, CAULFIELD 3162  
 P.O. BOX 340 CAULFIELD SOUTH 3162  
 A.C.N. 060 604 220 PHONE (03) 523 7111 FAX (03) 528 5368

LICENSED SURVEYOR (PRINT) TERRY J MAWSON

SIGNATURE \_\_\_\_\_ DATE / /

REF. 88-07-24/78

VERSION 5

WB F.ROX\ROXS14-2 24/06/96 11:31

Sheet 2 of 11 Sheets

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

# PLAN OF SUBDIVISION

Stage No

Plan Number

**PS 343808K**

**POR 15**

ENLARGEMENT

Not to scale

ENLARGEMENT  
Not to scale

ENLARGEMENT  
Not to scale

AMG ZONE 55

**MAHON & MAHON PTY. LTD.**  
LAND SURVEYORS & URBAN PLANNERS  
1A CROMWELL STREET, CAULFIELD 3162  
P.O. BOX 340 CAULFIELD SOUTH 3162  
A.C.N. 880 804 220 PHONE (03) 623 7111 FAX (03) 628 5360

SCALE

0 50 100 150 200  
50 LENGTHS ARE IN METRES

ORIGINAL

SCALE 1:5000  
SHEET SIZE A3

LICENSED SURVEYOR (PRINT) TERRY J MAWSON

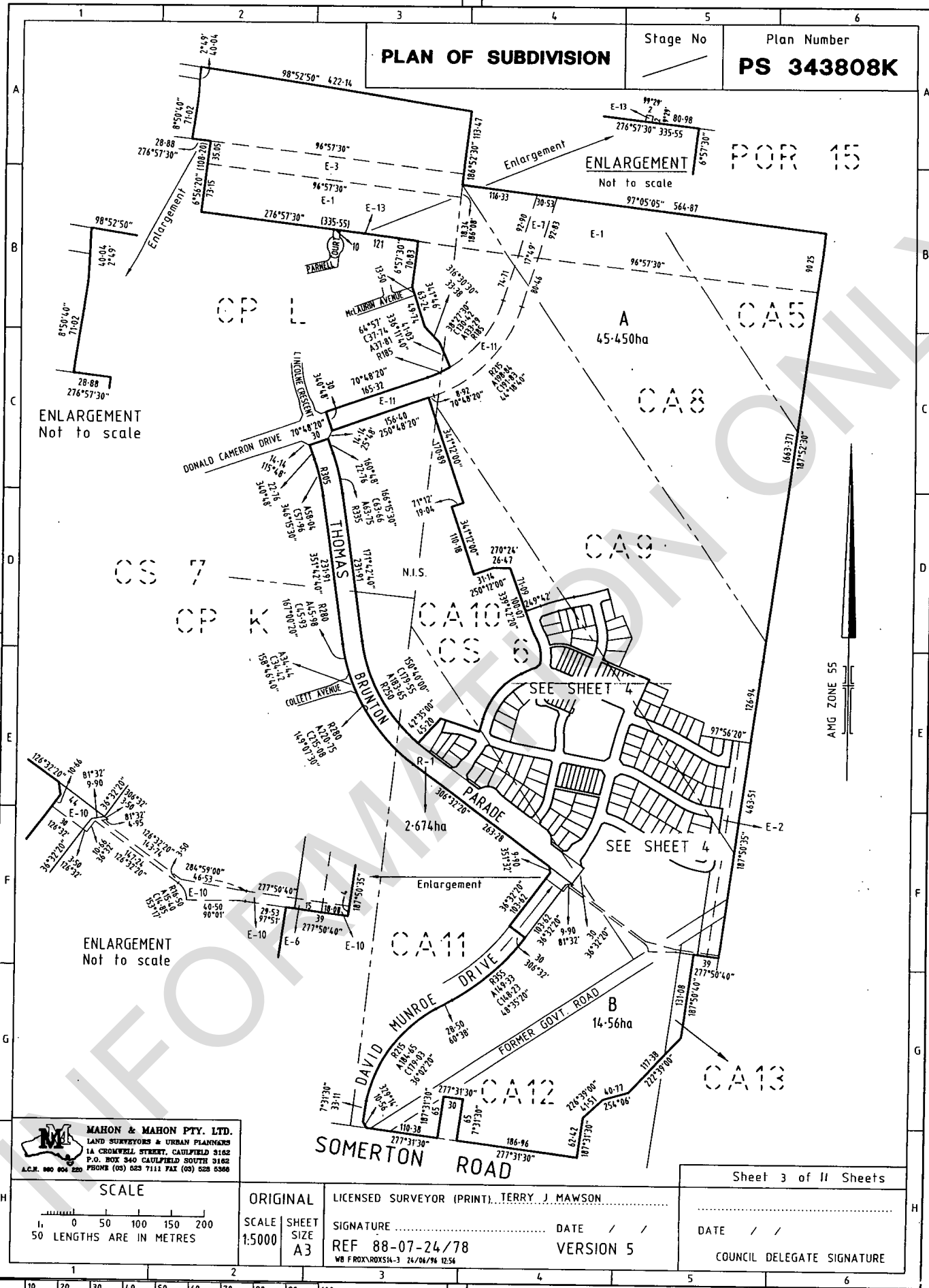
SIGNATURE .....  
REF 88-07-24/78  
WB F ROX/ROX514-3 24/06/96 12:54

DATE / /  
VERSION 5

Sheet 3 of 11 Sheets

DATE / /

COUNCIL DELEGATE SIGNATURE





PLAN OF SUBDIVISION

Stage No

/

Plan Number

PS 343808K

SEE SHEET 3

SEE SHEET 7

SEE SHEET 8

SEE SHEET 3

THOMAS

BRUNTON

PARADE

AVENUE

Mc KINLEY DRIVE

CARR PLACE

ALMONDS

RESERVE N°2  
(PUBLIC OPEN SPACE)  
867m<sup>2</sup>

RESERVE N°3  
(PLANTATION RESERVE)  
146m<sup>2</sup>

RESERVE N°4  
(PLANTATION RESERVE)  
82m<sup>2</sup>

1672 449m<sup>2</sup>

1673 476m<sup>2</sup>

1674 419m<sup>2</sup>

1675 420m<sup>2</sup>

1676 472m<sup>2</sup>

1677 501m<sup>2</sup>

1678 504m<sup>2</sup>

1679 523m<sup>2</sup>

1680 500m<sup>2</sup>

1681 481m<sup>2</sup>

1682 492m<sup>2</sup>

1683 496m<sup>2</sup>

1684 493m<sup>2</sup>

1685 449m<sup>2</sup>

1686 432m<sup>2</sup>

1687 499m<sup>2</sup>

1688 510m<sup>2</sup>

1689 753m<sup>2</sup>

1690 2884m<sup>2</sup>

1764 449m<sup>2</sup>

1765 432m<sup>2</sup>

1766 499m<sup>2</sup>

1767 510m<sup>2</sup>

1768 753m<sup>2</sup>

1769 2884m<sup>2</sup>

1770 449m<sup>2</sup>

1771 432m<sup>2</sup>

1772 499m<sup>2</sup>

1773 510m<sup>2</sup>

1774 753m<sup>2</sup>

1775 2884m<sup>2</sup>

1776 449m<sup>2</sup>

1777 432m<sup>2</sup>

1778 499m<sup>2</sup>

1779 510m<sup>2</sup>

1780 753m<sup>2</sup>

1781 2884m<sup>2</sup>

1782 449m<sup>2</sup>

1783 432m<sup>2</sup>

1784 499m<sup>2</sup>

1785 510m<sup>2</sup>

1786 753m<sup>2</sup>

1787 2884m<sup>2</sup>

1788 449m<sup>2</sup>

1789 432m<sup>2</sup>

1790 499m<sup>2</sup>

1791 510m<sup>2</sup>

1792 753m<sup>2</sup>

1793 2884m<sup>2</sup>

1794 449m<sup>2</sup>

1795 432m<sup>2</sup>

1796 499m<sup>2</sup>

1797 510m<sup>2</sup>

1798 753m<sup>2</sup>

1799 2884m<sup>2</sup>

1800 449m<sup>2</sup>

1801 432m<sup>2</sup>

1802 499m<sup>2</sup>

1803 510m<sup>2</sup>

1804 753m<sup>2</sup>

1805 2884m<sup>2</sup>

1806 449m<sup>2</sup>

1807 432m<sup>2</sup>

1808 499m<sup>2</sup>

1809 510m<sup>2</sup>

1810 753m<sup>2</sup>

1811 2884m<sup>2</sup>

1812 449m<sup>2</sup>

1813 432m<sup>2</sup>

1814 499m<sup>2</sup>

1815 510m<sup>2</sup>

1816 753m<sup>2</sup>

1817 2884m<sup>2</sup>

1818 449m<sup>2</sup>

1819 432m<sup>2</sup>

1820 499m<sup>2</sup>

1821 510m<sup>2</sup>

1822 753m<sup>2</sup>

1823 2884m<sup>2</sup>

1824 449m<sup>2</sup>

1825 432m<sup>2</sup>

1826 499m<sup>2</sup>

1827 510m<sup>2</sup>

1828 753m<sup>2</sup>

1829 2884m<sup>2</sup>

1830 449m<sup>2</sup>

1831 432m<sup>2</sup>

1832 499m<sup>2</sup>

1833 510m<sup>2</sup>

1834 753m<sup>2</sup>

1835 2884m<sup>2</sup>

1836 449m<sup>2</sup>

1837 432m<sup>2</sup>

1838 499m<sup>2</sup>

1839 510m<sup>2</sup>

1840 753m<sup>2</sup>

1841 2884m<sup>2</sup>

1842 449m<sup>2</sup>

1843 432m<sup>2</sup>

1844 499m<sup>2</sup>

1845 510m<sup>2</sup>

1846 753m<sup>2</sup>

1847 2884m<sup>2</sup>

1848 449m<sup>2</sup>

1849 432m<sup>2</sup>

1850 499m<sup>2</sup>

1851 510m<sup>2</sup>

1852 753m<sup>2</sup>

1853 2884m<sup>2</sup>

1854 449m<sup>2</sup>

1855 432m<sup>2</sup>

1856 499m<sup>2</sup>

1857 510m<sup>2</sup>

1858 753m<sup>2</sup>

1859 2884m<sup>2</sup>

1860 449m<sup>2</sup>

1861 432m<sup>2</sup>

1862 499m<sup>2</sup>

1863 510m<sup>2</sup>

1864 753m<sup>2</sup>

1865 2884m<sup>2</sup>

1866 449m<sup>2</sup>

1867 432m<sup>2</sup>

1868 499m<sup>2</sup>

1869 510m<sup>2</sup>

1870 753m<sup>2</sup>

1871 2884m<sup>2</sup>

1872 449m<sup>2</sup>

1873 432m<sup>2</sup>

1874 499m<sup>2</sup>

1875 510m<sup>2</sup>

1876 753m<sup>2</sup>

1877 2884m<sup>2</sup>

1878 449m<sup>2</sup>

1879 432m<sup>2</sup>

1880 499m<sup>2</sup>

1881 510m<sup>2</sup>

1882 753m<sup>2</sup>

1883 2884m<sup>2</sup>

1884 449m<sup>2</sup>

1885 432m<sup>2</sup>

1886 499m<sup>2</sup>

1887 510m<sup>2</sup>

1888 753m<sup>2</sup>

1889 2884m<sup>2</sup>

1890 449m<sup>2</sup>

1891 432m<sup>2</sup>

1892 499m<sup>2</sup>

1893 510m<sup>2</sup>

1894 753m<sup>2</sup>

1895 2884m<sup>2</sup>

1896 449m<sup>2</sup>

1897 432m<sup>2</sup>

1898 499m<sup>2</sup>

1899 510m<sup>2</sup>

1900 753m<sup>2</sup>

1901 2884m<sup>2</sup>

1902 449m<sup>2</sup>

1903 432m<sup>2</sup>

1904 499m<sup>2</sup>

1905 510m<sup>2</sup>

1906 753m<sup>2</sup>

1907 2884m<sup>2</sup>

1908 449m<sup>2</sup>

1909 432m<sup>2</sup>

1910 499m<sup>2</sup>

1911 510m<sup>2</sup>

1912 753m<sup>2</sup>

1913 2884m<sup>2</sup>

1914 449m<sup>2</sup>

1915 432m<sup>2</sup>

1916 499m<sup>2</sup>

1917 510m<sup>2</sup>

1918 753m<sup>2</sup>

1919 2884m<sup>2</sup>

1920 449m<sup>2</sup>

1921 432m<sup>2</sup>

1922 499m<sup>2</sup>

1923 510m<sup>2</sup>

1924 753m<sup>2</sup>

1925 2884m<sup>2</sup>

1926 449m<sup>2</sup>

1927 432m<sup>2</sup>

1928 499m<sup>2</sup>

1929 510m<sup>2</sup>

1930 753m<sup>2</sup>

1931 2884m<sup>2</sup>

1932 449m<sup>2</sup>

1933 432m<sup>2</sup>

1934 499m<sup>2</sup>

1935 510m<sup>2</sup>

1936 753m<sup>2</sup>

1937 2884m<sup>2</sup>

1938 449m<sup>2</sup>

1939 432m<sup>2</sup>

1940 499m<sup>2</sup>

1941 510m<sup>2</sup>

1942 753m<sup>2</sup>

1943 2884m<sup>2</sup>

1944 449m<sup>2</sup>

1945 432m<sup>2</sup>

1946 499m<sup>2</sup>

1947 510m<sup>2</sup>

1948 753m<sup>2</sup>

1949 2884m<sup>2</sup>

1950 449m<sup>2</sup>

1951 432m<sup>2</sup>

1952 499m<sup>2</sup>

1953 510m<sup>2</sup>

1954 753m<sup>2</sup>

1955 2884m<sup>2</sup>

1956 449m<sup>2</sup>

1957 432m<sup>2</sup>

1958 499m<sup>2</sup>

1959 510m<sup>2</sup>

1960 753m<sup>2</sup>

1961 2884m<sup>2</sup>

1962 449m<sup>2</sup>

1963 432m<sup>2</sup>

1964 499m<sup>2</sup>

1965 510m<sup>2</sup>

1966 753m<sup>2</sup>

1967 2884m<sup>2</sup>

1968 449m<sup>2</sup>

1969 432m<sup>2</sup>

1970 499m<sup>2</sup>

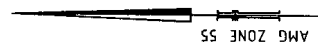
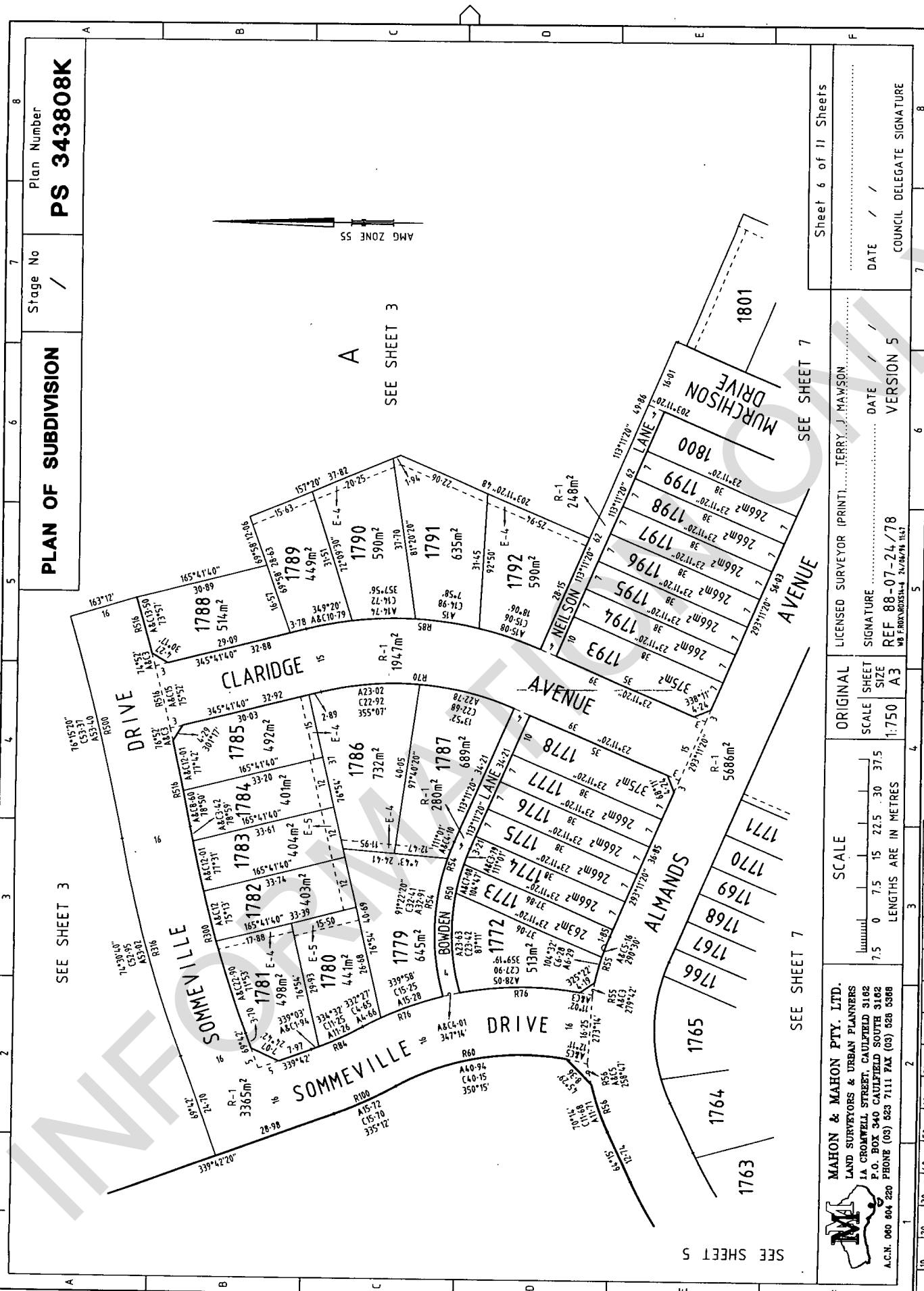
1971 510m<sup>2</sup>

1972 753m<sup>2</sup>

1973 2884m<sup>2</sup>

1974 449m<sup>2</sup>

1975 432m<sup>2</sup>



SEE SHEET 3

PLAN OF SUBDIVISION

Stage No /

Plan Number PS 343808K

**MAHON & MAHON PTY. LTD.**  
LAND SURVEYORS & URBAN PLANNERS  
1A CROMWELL STREET, CAULFIELD SOUTH 3162  
P.O. BOX 340 CAULFIELD SOUTH 3162  
A.C.N. 060 004 220 PHONE (03) 523 7111 FAX (03) 528 5368



**SCALE**  
7.5 0 7.5 15 22.5 30 37.5  
LENGTHS ARE IN METRES

**ORIGINAL**  
SCALE SHEET  
1:750 A3

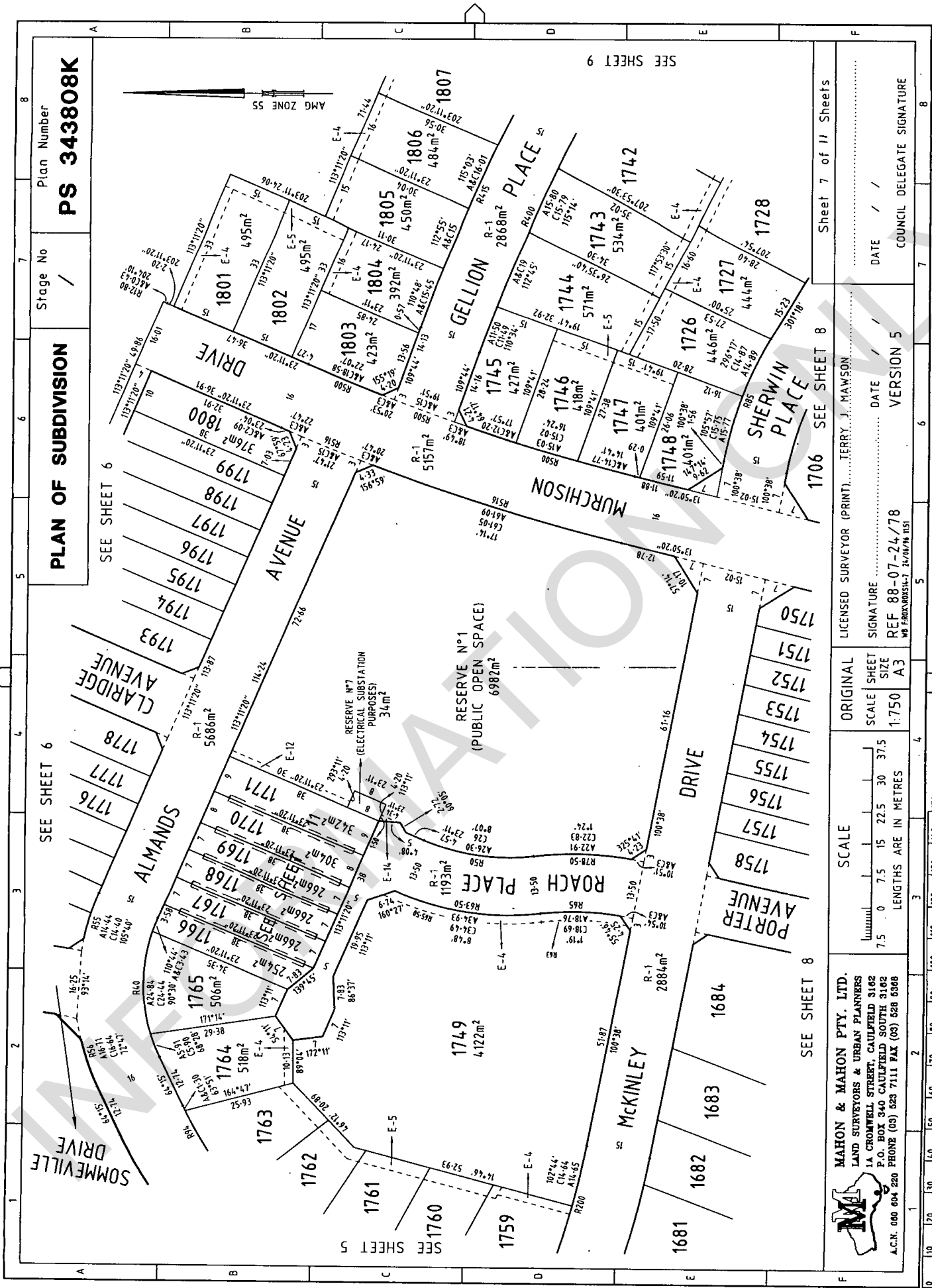
**LICENSED SURVEYOR (PRINT)** TERRY J. MAWSON  
**SIGNATURE** \_\_\_\_\_  
**DATE** / /  
**VERSION 5**  
REF 88-07-24/78  
MR. FRODO BILBO BAGGINS

**Sheet 6 of 11 Sheets**  
**DATE** / /  
**COUNCIL DELEGATE SIGNATURE**

SEE SHEET 7

SEE SHEET 7

SEE SHEET 5



PLAN OF SUBDIVISION

Stage No /

Plan Number PS 343808K

Sheet 7 of 11 Sheets

DATE / /

COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) TERRY J. MAWSON

SIGNATURE

DATE / /

VERSION 5

REF 88-07-24/78

MR FRANK WOODS JR 24/07/01

SCALE

7.5 0 7.5 15 22.5 30 37.5

LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET SIZE

1:750 A3

MAHON & MAHON PTY. LTD.

LAND SURVEYORS & URBAN PLANNERS

1A CROMWELL STREET, CAULFIELD 3162

P.O. BOX 340 CAULFIELD SOUTH 3162

A.C.N. 000 004 220 PHONE (03) 523 7111 FAX (03) 528 5368

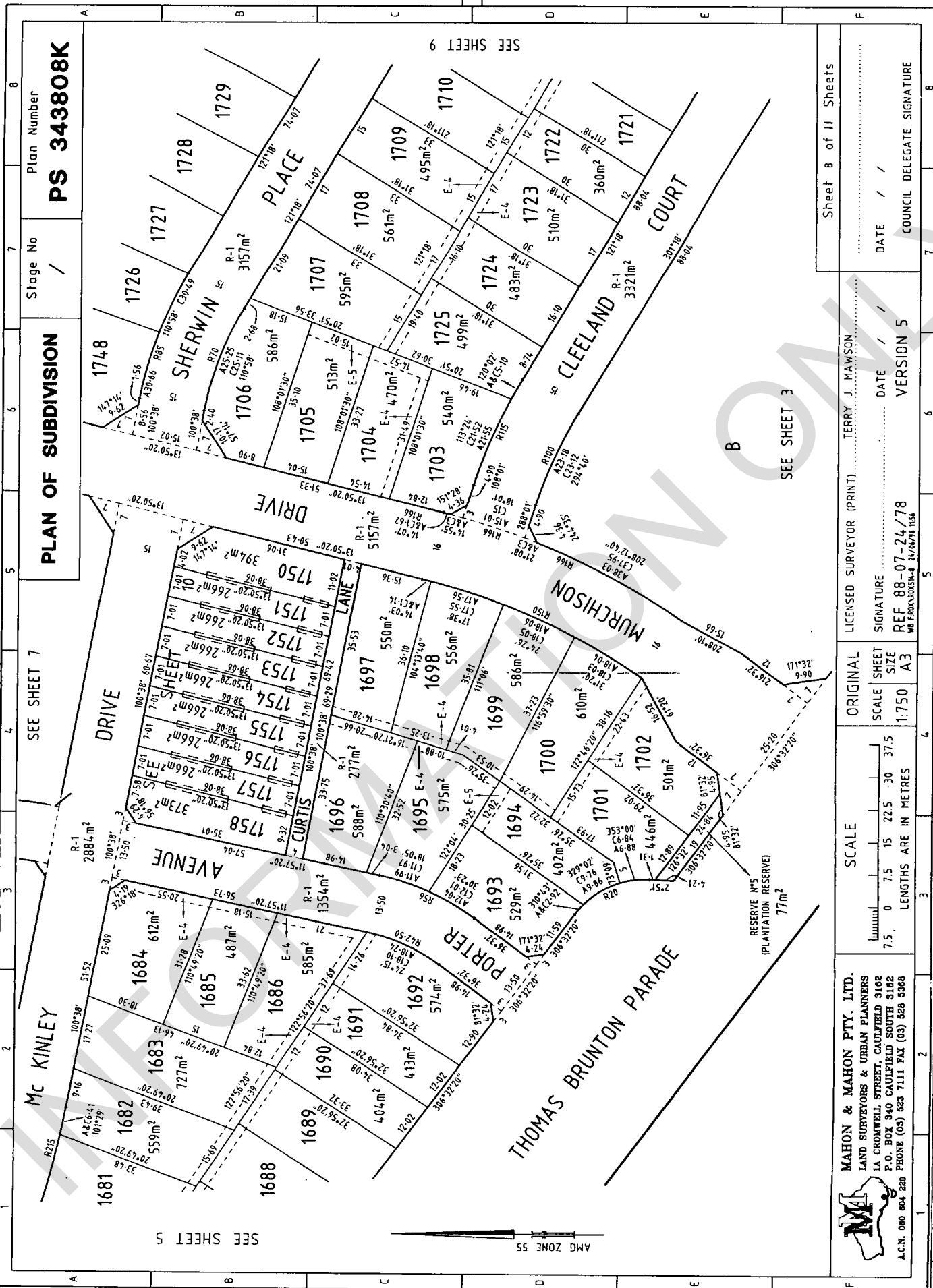
SEE SHEET 5

SEE SHEET 6

SEE SHEET 7

SEE SHEET 8

SEE SHEET 9



PLAN OF SUBDIVISION

SEE SHEET 7

Mc KINLEY

SEE SHEET 5

Stage No  
/

Plan Number  
PS 343808K

SEE SHEET 3

THOMAS BRUNTON PARADE

MURCHISON DRIVE

DRIVE

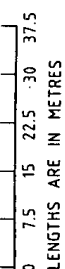
SHERWIN PLACE

CLEELAND COURT



MAHON & MAHON PTY. LTD.  
LAND SURVEYORS & URBAN PLANNERS  
1A CROMWELL STREET, CAULFIELD 3162  
P.O. BOX 340 CAULFIELD SOUTH 3162  
A.C.N. 000 804 220 PHONE (05) 523 7111 FAX (03) 528 5368

SCALE



LENGTHS ARE IN METRES

ORIGINAL

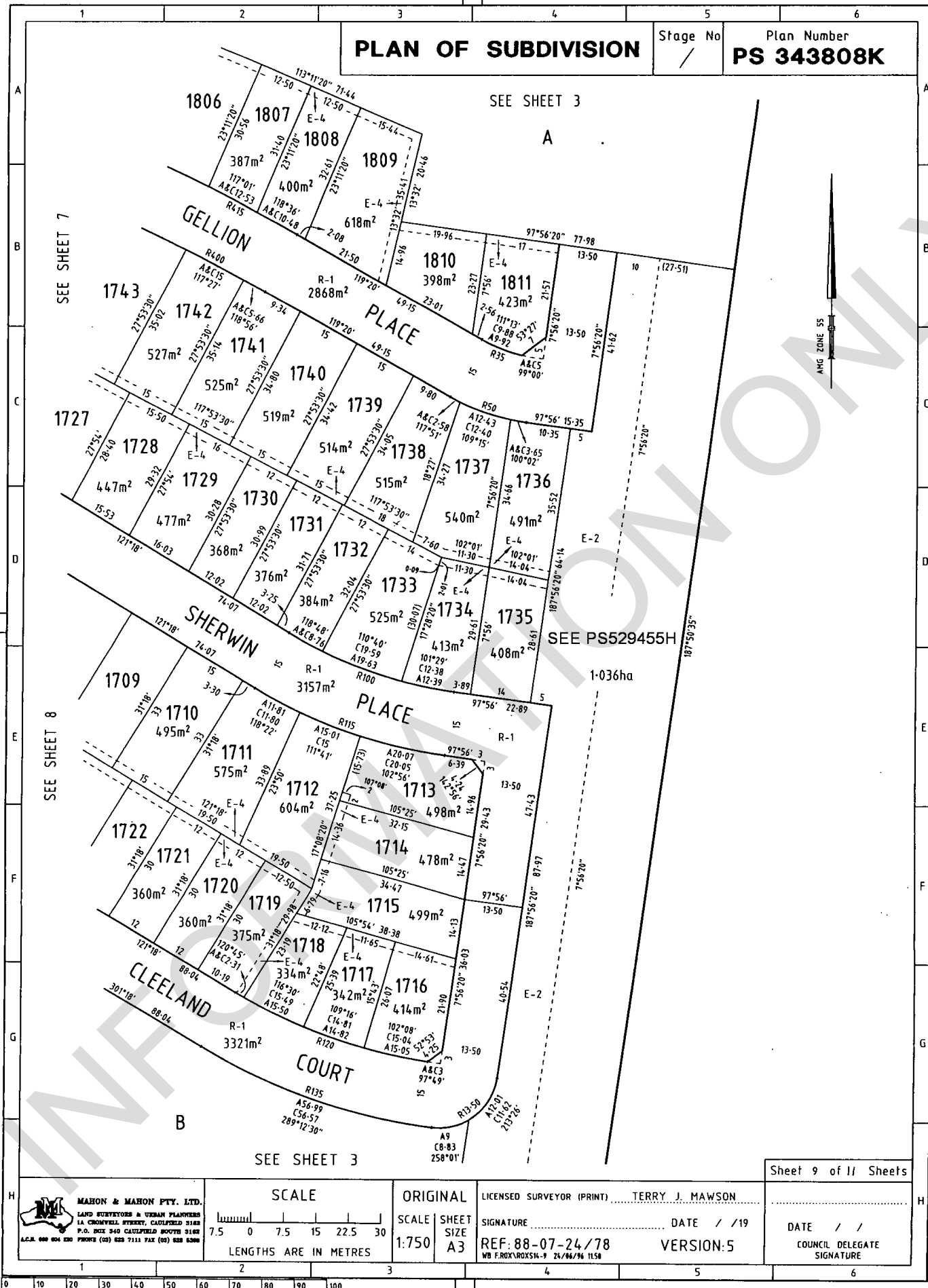
SHEET  
SCALE  
1:750 A3

LICENSED SURVEYOR (PRINT) TERRY J. MAWSON

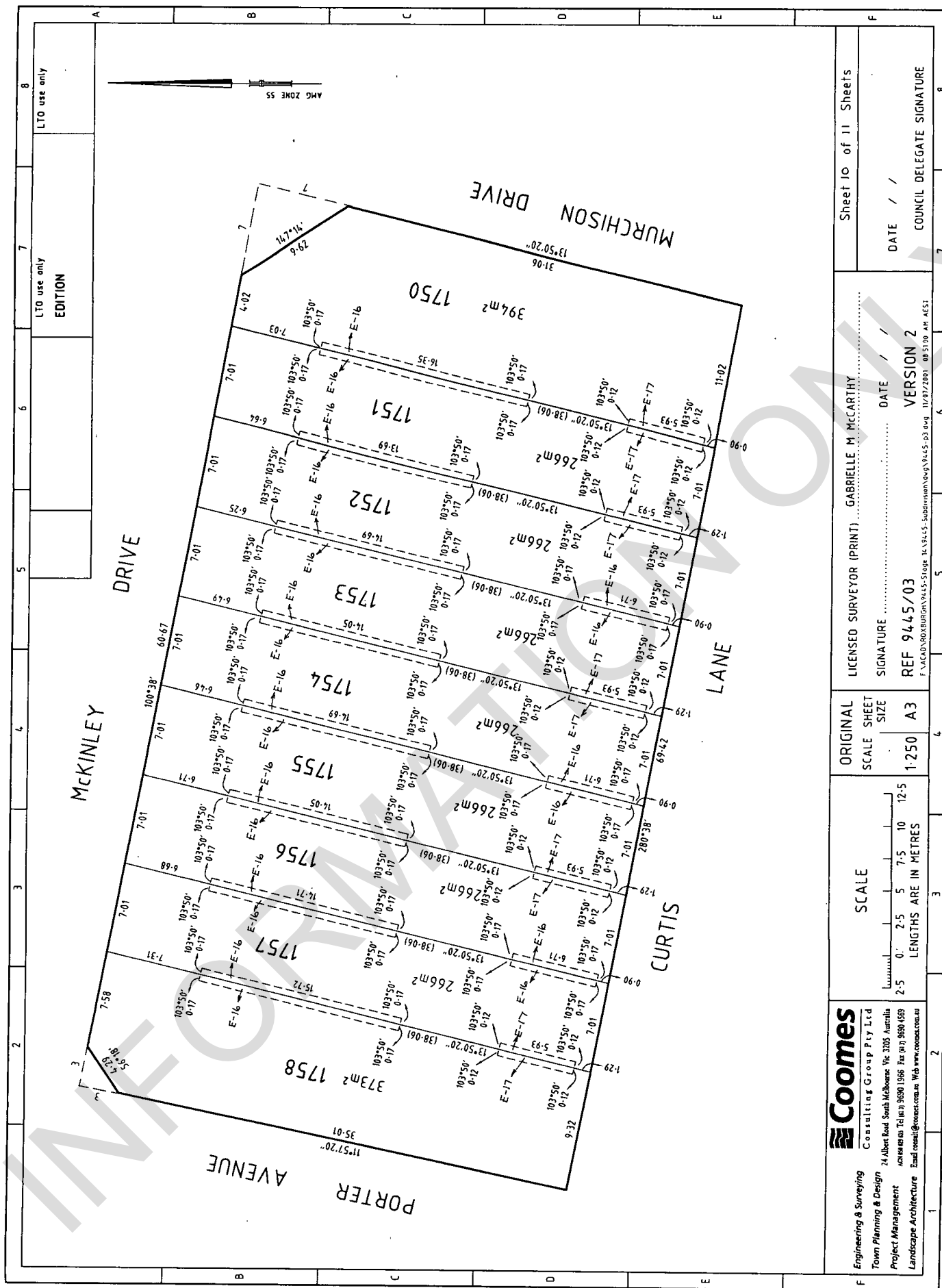
SIGNATURE DATE / /  
REF 88-07-24/78  
VER 5

Sheet 8 of 11 Sheets

DATE / /  
COUNCIL DELEGATE SIGNATURE







**Coomes**  
Engineering & Surveying  
Town Planning & Design  
Project Management  
Landscape Architecture  
Consulting Group Pty Ltd  
24 Albert Road South Melbourne Vic 3205 Australia  
1300 454 454 Tel (03) 9590 1565 Fax (03) 9590 4593  
Email: coomes@coomes.com.au Web: www.coomes.com.au

**SCALE**  
2.5 0 2.5 5 7.5 10 12.5  
LENGTHS ARE IN METRES

**ORIGINAL SCALE SHEET SIZE**  
1:250 A3

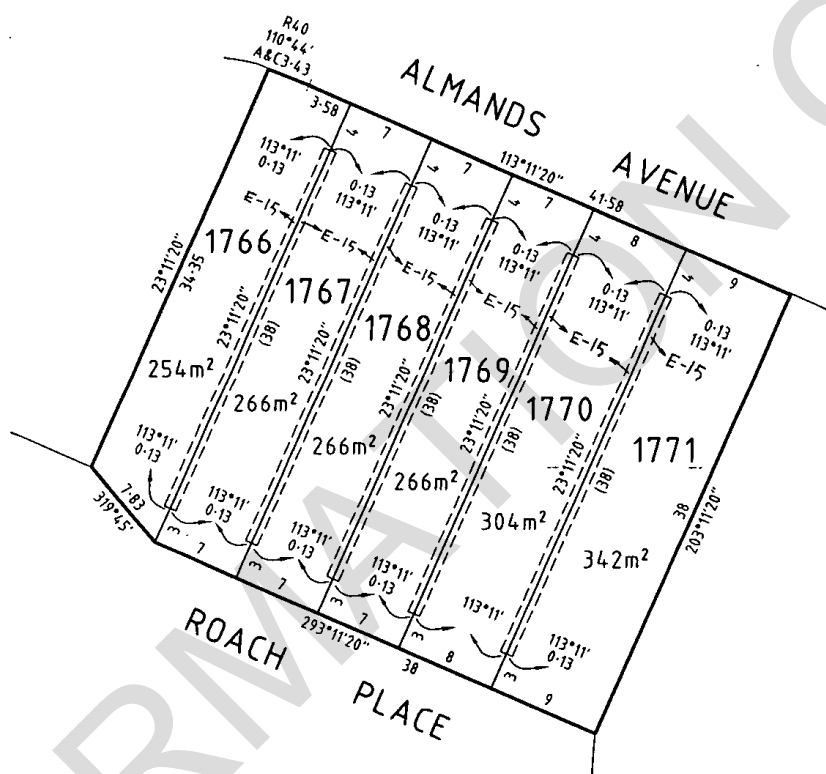
**LICENSED SURVEYOR (PRINT)** GABRIELLE M MCCARTHY  
**SIGNATURE** \_\_\_\_\_  
**DATE** / /  
**VERSION 2**  
**REF 9445/03**  
F:\CADD\9408\BIRMGHAY\9445-Stage 1\9445-Subdivision\9445-03.dwg 11/07/2001 08:57:00 AM AESS

**Sheet 10 of 11 Sheets**  
**DATE** / /  
**COUNCIL DELEGATE SIGNATURE**

LTO use only

EDITION

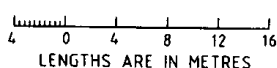
LTO use only



ANG ZONE 55

**Coomes**  
Engineering & Surveying  
Consulting Group Pty Ltd  
Town Planning & Design  
Project Management  
Landscape Architecture  
21 Albert Road, South Melbourne VIC 3200 Australia  
PH 03 9590 1968 FAX 03 9590 4269  
Email: coomes@coomes.com.au Web: www.coomes.com.au

SCALE



LENGTHS ARE IN METRES

ORIGINAL  
SCALE SHEET  
SIZE  
1:400 A3

LICENSED SURVEYOR (PRINT) GABRIELLE M MCCARTHY

SIGNATURE \_\_\_\_\_ DATE / /

REF: 9445/03

VERSION: 2

Sheet 11 of 11 Sheets

DATE / /  
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

# MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

**PS343808K**

[illegible]

# Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	<b>Instrument</b>
Document Identification	<b>U538291W</b>
Number of Pages (excluding this cover sheet)	<b>17</b>
Document Assembled	<b>09/08/2024 11:26</b>

**Copyright and disclaimer notice:**

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

Form 9.1

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

**U538291W**

051296 1043 173



Section 181(1)

***Planning and Environment Act 1987***

Lodged at the Land Titles Office by:

Name: COLTMANS PRICE BRENT

Phone: 246 5000

Address: 500 Bourke Street, Melbourne

Ref: CMB:URB344/480

Customer Code: 1413R

The Authority having made an Agreement requires a recording to be made in the Register for the land.

**LAND** (insert Volume and Folio references of all land affected by Agreement)  
(if part only, define the part)

Lots 1672 to 1748 (inclusive) and 1750 to 1811 (inclusive) on Plan of Subdivision No. 343808K and being land in Certificate of Title Volume 10226 Folio 389 **CF**

**RESPONSIBLE AUTHORITY** (name and address)

**HUME CITY COUNCIL** of Pascoe Vale Road, Broadmeadows, 3047

**SECTION AND ACT UNDER WHICH AGREEMENT MADE**

Section 173 Planning and Environment Act 1987

**A copy of the Agreement is attached to this Application**

Signature for the Responsible Authority

Name of Officer:

Date:

**JOHN W. WATSON**

**11 NOVEMBER, 1996**

URB344-480 - 295141 CMB AWE 09/04/96

**11 DEC 1996**

**As per**

**CANCELLED**  
**Now = 10266.477**

**HUME CITY COUNCIL**  
("the Council")

- and -

**URBAN LAND AUTHORITY**  
("the Owner")

---

**AGREEMENT**  
**ROXBURGH PARK STAGE 14**

---

**THIS AGREEMENT** is made under Section 173 of the Planning and Environment Act 1987 on the 22<sup>nd</sup> day of August 1996.

**BETWEEN: HUME CITY COUNCIL** ("the Council")

**AND URBAN LAND AUTHORITY** of 11th Floor, 360 Elizabeth Street, Melbourne ("the Owner")

**WHEREAS:**

- A. The Owner is registered or entitled to be registered as the proprietor of the Land, and is the Owner of the Land in accordance with the Act.
- B. The Council is the Responsible Authority under the Act for the administration and enforcement of the Planning Scheme, with respect to the Land.
- C. The Council and the Owner are agreed that certain controls are desirable for the appropriate development of the Land.
- D. The Owner and the Council have agreed to enter into an Agreement on the terms and conditions herein for the above purposes.

**THIS AGREEMENT WITNESSES AND THE PARTIES AGREE AS FOLLOWS:**

**Part 1. - INTRODUCTION AND INTERPRETATION**

**1.1 Operation**

Without limiting any operation or effect which this Agreement otherwise has, the parties acknowledge that this Agreement is made under Division 2 Part 9 (and, in particular, Section 173) of the Act, with the intent that the burden of the Owner's covenants runs with the land.

**1.2 Definitions**

In this Agreement, unless the contrary appears:

"Act" means the Planning and Environment Act 1987;

"Owner" means the Urban Land Authority or other person or persons entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it;

**U538291W**

051296 1043 173



- 2 -

"Land" means Lots 1672 to 1748 (inclusive) and 1750 to 1811 (inclusive) on Plan of Subdivision No. 343808K;

"the Neighbourhood Design Plan" means the Neighbourhood Design Plan Attachment A to this Agreement;

"the Roxburgh Park Building Guidelines" means Attachment B to this Agreement;

"the Plan of Subdivision" means Plan of Subdivision No. 343808K;

"the Council" means the Hume City Council.

### **1.3 Interpretation**

In this Agreement, unless the contrary intention appears:

- 1.3.1 words importing the singular include the plural, and vice versa;
- 1.3.2 words importing a gender include any gender;
- 1.3.3 where a word or phrase has a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- 1.3.4 a covenant or obligation on the part of two or more persons binds them jointly and severally;
- 1.3.5 a reference to the "Council" includes its successors and assigns (including its successors as Responsible Authority under the Act);
- 1.3.6 a reference to an Act of Parliament, statutory provision or subordinate instrument shall be read as meaning such Act, statutory provision or subordinate instrument;
- 1.3.7 headings are for guidance only and do not affect the interpretation of this Agreement.

### **1.4 Proper Law**

This Agreement is governed by, and the Owner submits to the jurisdiction of, the laws of the State of Victoria.

### **1.5 Commencement**

This Agreement begins immediately upon execution by the parties.

URB344-480

**U538291W**

051296 1043 173





- 3 -

## **1.6 Termination**

This Agreement will end upon completion by the parties of their respective covenants and obligations under this Agreement, or otherwise in accordance with the Act, and in relation to any lot created by a Plan of Subdivision, after the issue of an Occupancy Permit for a dwelling on that lot under the provisions of the Building Act 1993.

## **1.7 Termination in part**

Where the Land is subdivided or at any time comprised in more than one allotment, the Council may, in its discretion and by notice in writing to the owner of an allotment, release such allotment from the application of this Agreement, and the Agreement shall immediately end in relation to such allotment and thereafter operate only in relation to the balance of the Land.

## **1.8 Reading Down and Severability**

If a provision of this Agreement is void or voidable by a party, or unenforceable or illegal, but would not be so if read down or severed from the Agreement, it must be read down or severed accordingly.

# **Part 2. - COVENANTS**

## **2.1 Owner Covenants**

2.1.1 Except with the written permission of the Council the Land shall only be developed in accordance with the attached Neighbourhood Design Plan marked "A" and the Roxburgh Park Building Guidelines marked "B".

2.1.2 The Urban Land Authority will establish a Neighbourhood Design Panel comprising a representative of the Authority and/or an appropriate consultant appointed by the Authority from time to time for the review of all house plans, specifications and elevations prior to their submission for approval under the Building Act 1993 (whether by the Council or a Private Building Surveyor registered under the Building Act 1993) and such Panel will endorse plans as having complied with the requirements of the



- 4 -

Neighbourhood Design Plan referred to in Clause 2.1.1 herein, if the Panel is satisfied that the plans comply with the Neighbourhood Design Plan.

- 2.1.3 All plans submitted for approval to the Council or a Private Building Surveyor must be endorsed by the Neighbourhood Design Panel referred to in Clause 2.1.2 unless the Council's consent in writing is first obtained.

## **2.2 Costs of Agreements**

The Owner will forthwith upon any request or account from the Council or its legal representative pay to the Council the Council's reasonable costs, fees and disbursements in connection with and incidental to the preparation, execution, registration and (if necessary) enforcement of this Agreement or any other Agreement made under Division 2 Part 9 of the Act in respect of the matters referred to in this Agreement.

## **PART 3. - GENERAL**

The parties agree as follows:

### **3.1 Covenants to run with the Land**

The covenants and obligations imposed on the Owner upon commencement of this Agreement will take effect as covenants which shall be annexed to and run at law and equity with the Land and bind the Owner, its successors, assigns and transferees, and the registered proprietor for the time being of the whole or any relevant part of the Land.

### **3.2 Acknowledgement**

The parties expressly acknowledge that any obligation imposed upon the Council under this Agreement does not fetter the future exercise of any statutory discretion by the Council, whether in relation to the Agreement or otherwise, and the provisions of this Agreement must be read accordingly.



- 5 -

### 3.3 Further Documents

The parties will do all things and prepare and sign all further documents necessary to give effect to this Agreement and to ensure that the covenants and obligations of the parties under this Agreement are fully carried out.

### 3.4 Registration

The parties will do all things necessary to enable the Council, in its discretion, to register this Agreement with the Registrar of Titles in accordance with Section 181 of the Act.

### 3.5 Notice

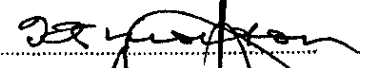

Any notice or document under this Agreement may be served upon a party to this Agreement by being left at or posted by prepaid letter addressed to the party at its address stated at the commencement of this Agreement (or such address as is notified to all parties from time to time) and shall be conclusively deemed to have been served at the expiration of 48 hours from the time of posting.

**IN WITNESS OF THE TERMS OF THIS AGREEMENT**, it is executed by the parties:

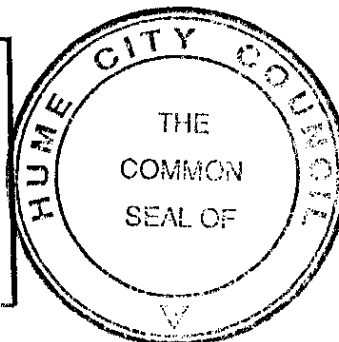
~~THE COMMON SEAL of HUME CITY~~  
~~COUNCIL~~ was hereunto affixed in the  
presence of:

Commissioner

Chief Executive Officer

THE COMMON SEAL of HUME CITY COUNCIL	
was hereunto affixed on the <u>11 NOVEMBER 1996</u> in the presence of:	
COMMISSIONER	
CHIEF EXECUTIVE OFFICER	

URB344-480



**U538291W**

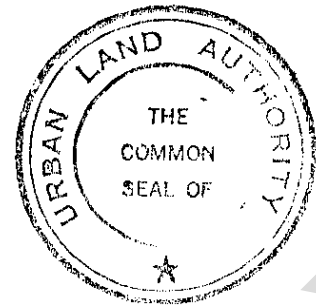
051296 1043 173



- 6 -

**THE COMMON SEAL of URBAN LAND  
AUTHORITY** was hereunto affixed in the  
presence of:

*Boyer Moore*  
.....  
*P. Xitas*  
.....



General Manager, ~~Development~~

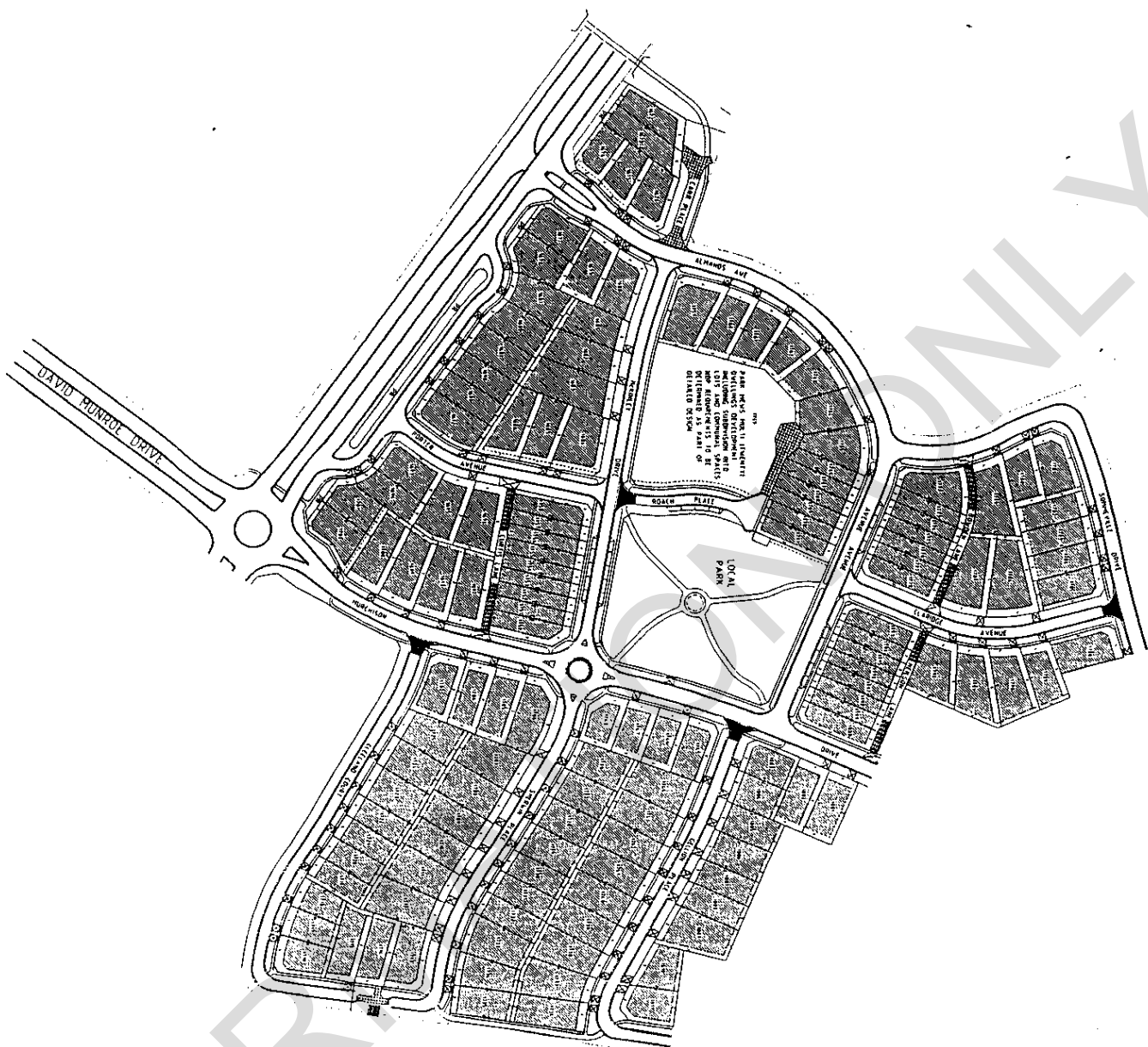
Project Manager

URB344-480

**U538291W**

051296 1043 173





## STATUTORY PROVISIONS

The provisions of the Home Planning Scheme apply to development and uses in Rosburgh Park. These provisions include the Victorian Code for Residential Development, Strickland and single dwellings (Victoria), any some of which are repeated below, the Rosburgh Park Local Structure Plan and the Rosburgh Park Development Guidelines.

Prior to application for a building permit and in accordance with the Section 173 agreement, all buildings (including fences and other structures) must be endorsed by the Urban Land Authority (ULA) as complying with the Roeburgh Plot Development Guidelines and in particular the Neighbourhood Design Plan (NDP).

specific requirements of this ADP provided its general intent is met. No such varied development shall be endorsed by the U.S. if it requires an additional planning permit or other approval from the responsible authority under the Plans Planning Scheme if that permit or other approval has not been granted.

## MIDRUMUK BUILDING SET BACKS

The figure beside each lot boundary represents the minimum required setback for a house from that property boundary. In the case of frontages and side boundaries that abut a street the minimum required setback relates to all buildings.

### HEIGHT AND BUILDING SITING

All buildings must have a maximum height of 32 metres and external wall height complying with the following setbacks from side or rear boundaries:

- Height: unless the wall is built to the boundary, for that part of the wall over 0.5 metres in height a minimum setback of 1 metre plus 0.2 metres for each 1 metre of height over 3.5 metres up to a height of 0.9 metres.
- For that part of the wall over 0.9 metres in height a minimum setback of 1 metre for every 1 metre of height.



Even, stairs and gutters, masonry chimneys, flues, pipes, domestic hot water, cooling or heating appliances or other services may encroach beyond the building envelope related to above provided that the distance between the nearest point of the structure and the boundary is not less than 0.5 metre.

- light fittings, electricity or gas meters, services or antennae, open parapets (other than in setbacks from street frontages) or sunblinds;
- unroofed terraces, landings, steps or ramps, not more than 1 metre in height;
- roof lighting and ventilation.

ROXBURGH PARK  
NEIGHBOURHOOD  
DESIGN  
PLAN

SECTION C STAGE 14



### BUILDING TO THE BOUNDARY

Houses and outbuildings may be built to the boundary' under the following conditions:

- a minimum building height of 3.6 metres (except for boundaries marked with the symbol  $\oplus$  where the minimum wall height is 1.2 metres) on and within 1 metre of the boundary;
- a maximum of 20 metres total wall length (including carports) along a side or rear boundary (except for boundaries marked with the symbol  $\oplus$ ).

board in the boundary enclosure (see also paragraph 10.1.1.1). Walls within 300 millimetres of the boundary must not contain any openings unless they comply with the resistance levels specified in the Building Regulations 1994.



## ESSENTIALS

Entered with the approval of the relevant servicing authority, no buildings are to be constructed on easements. Buildings shall be designed so that they do not adversely affect the intended function of nearby easements.

**CAR PARKING**

Houses must be sited to enable fire protection at least of two car parking spaces on the site, at least one of which must be capable of being covered, all in accordance with VCoCo and the Development Guidelines. Plans for house endorsement

## NOTES

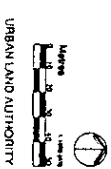
- |                         |   |   |
|-------------------------|---|---|
| 2 metres wide easement. | 4   | House envelope and lot number.  |
| 3 metres wide easement. |  | Designated vehicle cross-over to lot (no other vehicular access) is indicated by a lot access |
|                         |  |   |



MO	Means mandatory house construction on this boundary.
Building	Means any structure including a carport, fence, screen house and shed.

# C1.14

COLLIE 04SERV80-01 Eason 2 31 July 1999





## HOUSE SITING AND DESIGN

### IMPORTANT INFORMATION

*The Urban Land Authority (ULA) requires via a Section 173 Agreement or as a condition in the contract of sale that the developer of each lot obtain the endorsement of the ULA for each building or structure (including fences and signs) on the lot prior to seeking a building permit.*

*Plans require the endorsement of the ULA as complying with the Roxburgh Park Development Guidelines.*

*The ULA endorsed plans have statutory status and lot owners are liable to legal action and costs if development is not in compliance with the endorsed plans.*

*Each request for endorsement must be accompanied by the following material:*

- *Endorsement Request form (available from the ULA or its authorised consultant);*
- *three site plans (drawn to scale and not reduced) fully dimensioned and showing all lot boundaries and the location of all buildings;*
- *three sets (drawn to scale and not reduced) of building plans and elevations fully dimensioned in respect of heights and lengths of external and internal walls.*

*The ULA can also require a schedule of external finishes and colours. You will be advised.*

*Endorsement pursuant to a Section 173 Agreement or contract of sale is additional to and not in lieu of any State or Local Government planning or building approval requirements.*

*No building permit application can be considered by Council or private building surveyors without prior endorsement by the ULA.*

## SUMMARY

### TECHNICAL REQUIREMENTS

☐ Main outdoor and indoor living areas face north.

☐ Internal service areas (bathroom and laundry) located on a non-north side of houses.

☐ West facing windows minimised but where unavoidable, are protected from afternoon summer sun.

☐ Unless otherwise specified on the Neighbourhood Design Plan (NDP), only one house is permitted on each lot.

☐ Easements must be protected.

☐ Frontage, side and rear setbacks and building heights must comply with the NDP.

☐ Buildings must not be constructed in the setbacks (indicated on the NDP) to any street reserve except for a garage or carport in the setback from a street reserve of 6 metres width or less developed as an access lane.

☐ The development of houses is encouraged on the boundary where permitted under the NDP.

☐ Two storey houses should be constructed with the second storey closer to the lot frontage, to minimise direct overlooking and building bulk and must not

extend further from the street frontage than a distance equal to the front set back plus 60 per cent of the depth of the lot.

☐ Outdoor space must be sited and designed to differentiate between private open space for recreation and service areas.

☐ Private open space on a lot greater than 300 square metres in area is a minimum of 20 per cent of the lot area or 80 square metres (whichever is greater) and:

- the minimum dimension is 2.5 metres;
- at least one part comprises an area of 25 square metres with a minimum dimension of 4

*continued on reverse*

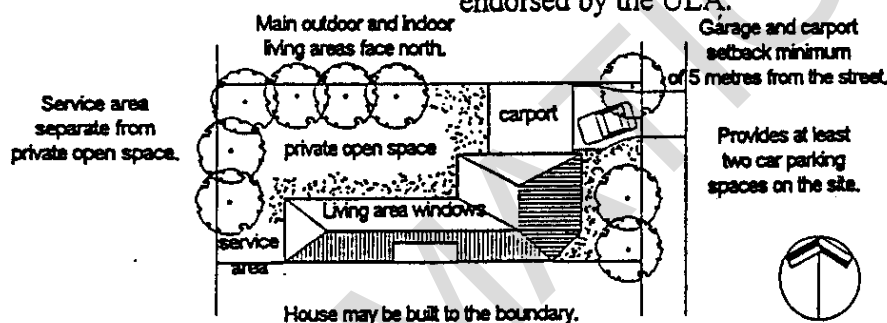
metres and is accessible from a main living area.

☐ On lots 300 square metres or less in area, private open space is at least 40 square metres with one part having convenient access to a main living room and an area of 25 square metres with a width of 3 metres.

☐ The external colours, materials and appearance of the buildings, driveways or structures may require ULA endorsement.

☐ The design, appearance, and colours of outbuildings should be compatible with the house.

☐ Buildings should be predominantly brick or other masonry except where design or development proposals warrant an alternative material.



☐ Houses must be sited to enable at least two car parking spaces on site, at least one of which must be capable of being covered, all in accordance with these Guidelines. Plans for house endorsement must specify the location, dimensions, driveway access and surface treatment proposed.

☐ Uncovered car spaces must have minimum dimensions 4.9 by 2.6 metres.

☐ Car spaces capable of being covered must have minimum dimensions of:

- 5 by 3 metres for car ports;

- 6 by 3 metres (internal) for single garages;
- 6 by 5.5 metres (internal) for double garages.

☐ Garages and car ports, except where the opening is perpendicular to the street reserve, must be setback five metres from:

- the frontage of a lot;
- a side street (other than a lane) on a corner lot at least 15 metres wide.

☐ A garage of double width is discouraged on a lot of 10 metres width or less and will be endorsed only where it is integrated into the house design and where it does not dominate the streetscape.

☐ Vehicle access will be in accordance with the NDP or as endorsed by the ULA.

☐ Driveways must have a minimum width of 3 metres and be setback a minimum of 0.9 metre from side boundaries for the first 5 metres from the front boundary except where a lesser setback is warranted to align with an existing crossover.

☐ Driveways must be constructed by the owner within 1 month of first occupation of the house.

☐ Solar collectors, air conditioning units and the like must not be intrusive to neighbours

☐ Owners and occupiers must control moisture variations and

potential damage from vegetation in the vicinity of any adjoining building particularly where built to the boundary.

## HOUSE ENDORSEMENT REQUIREMENTS

☐ Prior to the preparation of plans applicants are invited to discuss with the ULA these siting and design requirements.

☐ All plans will be assessed to determine if they meet the siting and design requirements.

☐ Plans should be submitted for endorsement to the Roxburgh Park Land Sales and Information Centre at 1 Manley Avenue, Roxburgh Park, 3064.

For further information contact the Roxburgh Park Land Sales and Information Centre on (03) 9305 1010.

# NON-RESIDENTIAL DEVELOPMENT

## IMPORTANT INFORMATION

*The Urban Land Authority (ULA) requires via a Section 173 Agreement or as a condition in the contract of sale that the developer of each lot obtain the endorsement of the ULA for any buildings, structures (including fences and signs) or other works on the lot prior to seeking a building permit.*

*Plans require the endorsement of the ULA as complying with the Roxburgh Park Development Guidelines.*

*The ULA endorsed plans have statutory status and lot owners are liable to legal action and costs if development is not in full compliance with the endorsed plans.*

*Each request for endorsement must be accompanied by the following material:*

- *Endorsement Request form (available from the ULA or its authorised consultant);*
- *three site plans (drawn to scale and not reduced) fully dimensioned and showing all lot boundaries and the location of all buildings;*

- *three sets (drawn to scale and not reduced) of building plans and elevations fully dimensioned in respect of heights and lengths of external and internal walls.*

*The Bulla Planning Scheme requires that a planning permit be obtained for many non-residential land uses in Roxburgh Park. Some non-residential land uses do not require a planning permit provided the site is:*

- *identified for the use in the Roxburgh Park Local Structure Plan; or*
- *within an Activity Centre designated in the Roxburgh Park Local Structure Plan;*
- *identified for the use and is within an Activity Centre designated in the Roxburgh Park Local Structure Plan.*

*A list of the uses that do not require a planning permit are included in the Bulla Planning Scheme. In most cases (even if a planning permit is not required) a plan or plans showing the proposed layout, elevations, dimensions, car parking, access and landscaping is required to be approved to the satisfaction of the responsible authority.*

## SUMMARY

### APPLICATIONS FOR NON-RESIDENTIAL DEVELOPMENT

☐ Non-residential development plans submitted to the ULA for endorsement should ensure that the location, siting and design:

- is consistent with the objectives, policies and landuse intentions contained in the Roxburgh Park Local Structure Plan;
- is generally suitable for and compatible with the area;
- is sympathetic to the protection of the reasonable amenity of existing and proposed

neighbouring residential and non-residential developments;

- provides for ease of pedestrian and vehicle access and movement;
- provides appropriate off-street car parking;
- is sympathetic to an attractive streetscape and does not create unacceptable building bulk and visual intrusion;
- is in keeping with the objective of a high quality design environment.

☐ Non-residential development should be sited and designed generally in accordance with the Roxburgh Park Local Structure Plan, the Roxburgh Park

Development Guidelines and with any Development Plan approved by Hume City Council.

☐ Frontage, side and rear setbacks and building heights must comply with the relevant NDP.

☐ Buildings must not be constructed in the setbacks (indicated on the NDP) to any street reserve.

For further information contact Collie Planning and Development Services Pty Ltd on (03) 9427 9688.





# Roxburgh Park

## DEVELOPMENT GUIDELINES SUMMARY: PART 3

### LANDSCAPE

#### IMPORTANT INFORMATION

*The Urban Land Authority (ULA) has a Comprehensive Landscape Program with the objective of creating a sustainable, easily managed and attractive landscape throughout Roxburgh Park. The ULA proposes the use of indigenous plant species to form treelined avenues and public open spaces of shady, sheltered areas with an open woodland character.*

*The program outlines landscape treatments for:*

- *main entrances into Roxburgh Park, arterial roads and local streets;*
- *parks and recreation areas;*
- *walking/cycling paths;*
- *landscape staging and maintenance.*

*The program also forms the basis for planting themes and patterns within private lots and will assist to create a unified landscape character throughout Roxburgh Park.*

### SUMMARY

#### GENERAL

☐ Owners must landscape gardens in public view within six months of occupation of a house on the lot.

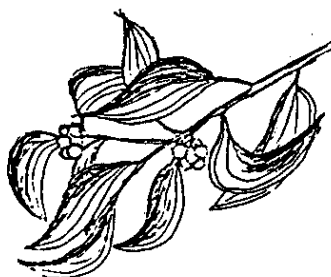
☐ A screen of attractive trees and shrubs helps increase privacy and hide service areas. Trees also provide protection from strong winds.

☐ Residents must control moisture variations and potential damage from tree roots in the vicinity of any adjoining building, particularly where the building is built to the boundary.

☐ Landscaped areas should be designed to drain appropriately and avoid water-logging.

☐ Excessive water use is costly and wasteful. There are simple ways of minimising the amount of water used around the garden including:

- minimising lawn areas;
- using hardy native plants;
- using watering systems to control the time and length of watering;
- deep, regular soakings (rather than quick, light watering which tends to run off and dries out quickly);
- mulching to conserve moisture around trees and plants;
- contouring areas to retain or capture water.



#### PLANT SELECTION

☐ It is recommended that plants be selected that are suitable for Roxburgh Park soils and climate. A list of suitable species is available from the ULA.

☐ Native trees and shrubs are generally fast growing, especially those species indigenous to the area.

☐ The careful selection and placement of deciduous trees helps to provide shade in summer and sun in winter.

☐ When selecting trees check the mature height and breadth of the species before planting. Plant trees where they are able to grow to full size.

*continued on reverse*

## LAWNS

☐ A suggested mixture of lawn seed for Roxburgh Park includes creeping red fescue, fine leaf rye and Victorian bent.

☐ Before planting lawn seed soil should be prepared properly by:

- rotary hoeing and adding about two kilograms of gypsum per square metre dug into the soil to a depth of about 100 millimetres;
- adding sandy loam which will improve further the structure of basalt soils and will assist drainage and root development;
- keeping the ground damp while lawn seed is germinating and using a good fertiliser.

☐ Seeded lawn on the nature strip provides visual continuity to the streetscape and adds to the appearance of houses. Property owners are encouraged to complete landscaping of the area of the nature strip adjacent to their property.



## SERVICES

☐ It is your responsibility to be aware of the location of any underground services before excavating for any purpose. Contact the *Melbourne - One Call* line by telephoning 1100 to determine the location of service lines.

☐ Trees should not be planted above sewer/stormwater lines.

☐ The booklet **Guide to Tree Planting Near Power Lines** provides advice on planting in the vicinity of overhead power lines.

## PLANTING HINTS

☐ Good planting techniques help to establish successful gardens. Some suggestions (which may vary depending on individual circumstances) are:

- native plants bought in tubes will grow more strongly and quickly than larger native plants;
- trees and shrubs should be planted preferably from plastic pots or bags because they have stronger roots than bare-rooted plants;
- autumn planting requires less watering and is the best time to plant most natives;
- deciduous plants should be planted in winter and early spring;
- soil should be moistened slowly before digging a hole slightly wider and deeper than the container holding the plant;

- bare-rooted plants, such as fruit trees or roses, should not be left to dry out before planting;
- after planting, slow release fertiliser should be added and the plant staked on its windward side;
- plants should be pruned to remove unwanted growth with evergreens pruned after flowering and deciduous shrubs pruned when leafless;
- some plants, such as roses and azaleas, need specific alkaline/acid levels in the soil and should have special horticultural products added at prescribed rates;
- gardens should be fertilised periodically; compost is excellent and cheap.

## OTHER CONTROLS

☐ This brochure is a summary of the main landscape controls and guidelines in the Roxburgh Park Development Guidelines. Other development controls also apply.

☐ The Roxburgh Park Development Guidelines also include controls relating to house siting and design, non-residential development, fencing, signs and other issues not referred to here.

☐ You are required to comply with all of the parts of the Roxburgh Park Development Guidelines.



## DEVELOPMENT GUIDELINES SUMMARY: PART 4

### FENCES

#### IMPORTANT INFORMATION

The Urban Land Authority (ULA) requires by Section 173 Agreement or as a condition in the contract of sale the endorsement (as complying with the Roxburgh Park Development Guidelines) by the ULA of each fence (including any gates) between a street reserve and the nearest building line on the same lot, other than as exempted below.

Each request for endorsement must be accompanied by:

- an Endorsement Request Form (available from the ULA or its authorised consultant);
- three site plans (drawn to scale and not reduced) fully dimensioned and showing all lot boundaries, the location of all buildings and the location of proposed fences;
- details (including if required by the ULA an elevation fully dimensioned) of the height,

materials, colour and construction of the proposed fence.

Endorsement of any fence will not occur where buildings on the land have not been endorsed or are not part of a combined fence/buildings endorsement request.

Endorsement will normally require a feature fence.

Endorsement pursuant to a Section 173 Agreement or contract of sale is additional to and not in lieu of any State or Local Government planning or building approval requirements.

The ULA endorsed plans have statutory status and lot owners are liable to legal action and costs if development is not in full compliance with the endorsed plans.

No building permit application can be considered by Council or private building surveyors without prior endorsement by the ULA.

### SUMMARY

#### FENCES IN STREET RESERVE SETBACKS

☐ In order to achieve an open streetscape fences are discouraged in building setbacks from street reserves.

☐ Where an applicant seeks endorsement of a fence between any building and any street reserve, the following provisions will normally apply:

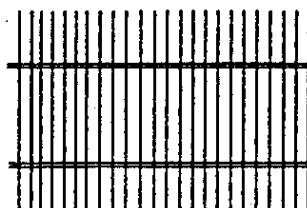
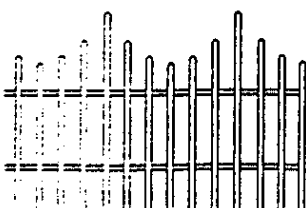
- any fence must be of a height and design that takes into account the amenity and

character of the street, the design and appearance of the building on the lot, surveillance and safety;

- any fence must be a feature fence (pickets, paling with

exposed posts and capping or equivalent);

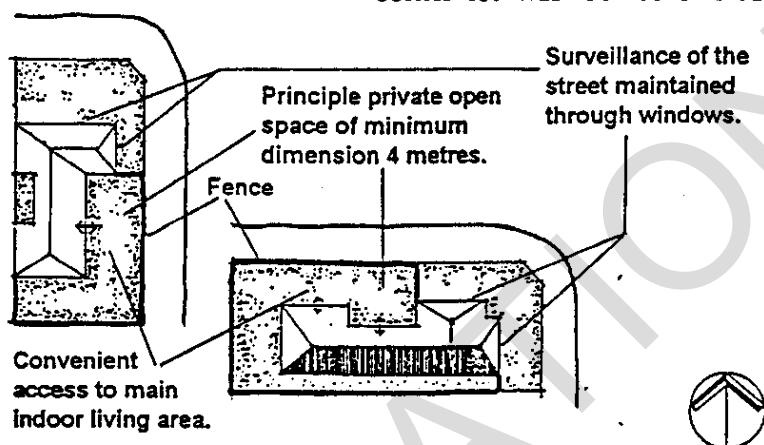
- any fence is not more than 1.2 metres high or is not more than 1.5 metres high if more than 50 per cent transparent;



continued on reverse

- on corner lots and north south lots on the south side of a street, a full height fence (up to 2 metres high) may be erected only where:

- it encloses the principal private open space (of minimum dimension 4 metres) of the house;
- the principal private open space is adjacent to and conveniently accessible from the main living rooms of the house;
- surveillance of the street is maintained from other living room windows.



- on corner lots, a full height fence will normally only be endorsed along part of one street reserve boundary of a lot.

#### SIDE AND REAR FENCES

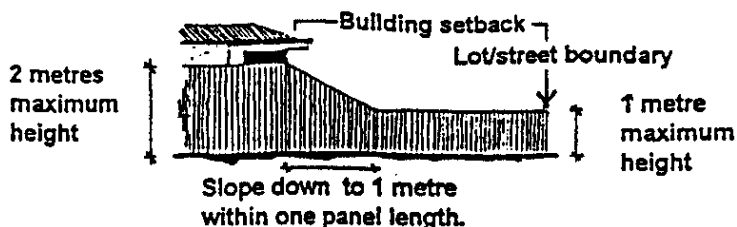
- ☐ Between lots, side fences outside building setbacks from street reserves do not require ULA endorsement provided they do not exceed 2 metres in height.
- ☐ Between lots, side fences within building setbacks from street reserves (or one normal fence panel width forward of the building setback where a transition in height may occur as shown below) do not require

normally as side fences for endorsement purposes.

- ☐ Side fences which may be endorsed other than as noted above are those which complete a fenced private courtyard endorsed under the 'Fences in Street Reserve Setbacks' above.

#### OTHER FENCES

- ☐ All lot fencing adjacent to public open space or tree reserves on arterial roads, will be erected by the ULA in accordance with the Comprehensive Landscape Program for Roxburgh Park. Such fencing will be high quality feature fencing. The equivalent half cost of a standard paling fence will be recovered from abutting lot owners.



#### ENDORSEMENT

- ☐ Prior to the preparation of plans applicants are invited to discuss with the ULA these fencing requirements.
- ☐ All plans will be assessed to determine if they meet the fencing requirements.
- ☐ Plans should be submitted for endorsement to the Roxburgh Park Land Sales and Information Centre at 1 Manley Avenue, Roxburgh Park, 3064.

For further information contact the Roxburgh Park Land Sales and Information Centre on (03) 9305 1010.



# Roxburgh Park

## DEVELOPMENT GUIDELINES SUMMARY: PART 5

### SIGNS

#### IMPORTANT INFORMATION

*The Urban Land Authority (ULA) requires via a Section 173 Agreement or as a condition in the contract of sale that the developer gain the endorsement of the ULA for most signs on a lot. Some signs do not require ULA endorsement.*

*Plans require the endorsement of the ULA as complying with the Roxburgh Park Development Guidelines.*

*The ULA endorsed plans have statutory status and lot owners are liable to legal action and costs if development is not in full compliance with the endorsed plans.*

*Each request for endorsement must be accompanied by the following material:*

- *Endorsement Request form (available from the ULA or its authorised consultant);*
- *three site plans (drawn to scale and not reduced) fully dimensioned and showing all lot boundaries, the location of all buildings and the location of proposed signs;*
- *three sets (drawn to scale and not reduced) of elevations of proposed signs fully dimensioned in respect of heights and lengths and detailing proposed construction materials and colour schemes.*

*Endorsement pursuant to a Section 173 Agreement or contact of sale is additional to and not in lieu of any State or Local Government planning or building approval requirements. The onus is on the applicant to ascertain any such requirements.*

### SUMMARY

#### GENERAL

☐ All signs (other than exempt signs) must be endorsed by the ULA before being erected.

☐ One temporary sign may be erected and be on a lot at any one time without the endorsement of the ULA, provided that it is not an animated or internally illuminated sign and it is either:

- a sign related to the construction of a building on the lot on which the sign is displayed (for example, the name of the builder) where the sign is no larger than 915mm x 610mm in

size and is removed within seven days of completion of construction; or

- a sign publicising the sale of a property on which it is displayed where the sign is no larger than 1830mm x 915mm (with the long axis of the sign being vertical) and is removed within seven days of the signing of the contract of sale.



**Urban  
Land  
Authority**

#### OTHER CONTROLS

☐ This brochure summarises the main sign controls in the Roxburgh Park Development Guidelines. Other sign controls also apply.

☐ The Roxburgh Park Development Guidelines also include controls relating to house siting and design, non-residential development, landscaping, fences and other issues not referred to here.

☐ Owners/occupiers are required to comply with all of the parts of the Roxburgh Park Development Guidelines.

# Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	<b>Instrument</b>
Document Identification	<b>W108764L</b>
Number of Pages (excluding this cover sheet)	<b>2</b>
Document Assembled	<b>09/08/2024 11:26</b>

**Copyright and disclaimer notice:**

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

# TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name: ELTAU

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Ref: \_\_\_\_\_

Customer Code: 6021



**W108764L**

180699 0904 45 48



MADE AVAILABLE / CHANGE CONTROL

Land Titles Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land:

Certificate of Title Volume 10314 Folio 360.

**IMAGED**

Estate and Interest:

All its estate in fee simple

Consideration:

\$48,000.00 (FORTY EIGHT THOUSAND DOLLARS).



DW108764L-1-0

Transferor: **URBAN LAND CORPORATION** formerly  
URBAN LAND AUTHORITY

Transferee:

IDEA BUILDERS PTY. LTD. A.C.N. 064 582 387 of 444 Waverley Road, East Malvern, Vic. 3145.

Directing Party:

Creation and/or Reservation of Easement and/or Covenant

The Transferee HEREBY for himself his heirs executors administrators and transferees the registered proprietor or the proprietors for the time being of the lot hereby transferred COVENANTS with URBAN LAND AUTHORITY pursuant to the provisions of Section 14 of the Urban Land Authority Act 1979 that he will use the lot hereby transferred for a Display Home in accordance with the Agreement entered into by him with the transferor and others dated the 4<sup>th</sup> day of March, 1997 ("the Agreement") and at the expiration of the display period as determined by the Agreement hereof for disposal by sale or for rental

Continued on T2 Page 2.

Approval No. 7869705A

**T2**

Page 1 of 2



✓Lawdocs

THE BACK OF THIS FORM MUST NOT BE USED

Victorian Stamp Duty:	\$ 952 -
Original / Counterpart / Collateral	
Transaction Number:	8248
Date:	19/02/99
Signature:	<i>[Signature]</i>
AP Number:	366
Stamp Act 1958	

ELTAU INVESTMENTS PTY LTD

and it is intended that this covenant shall appear as an encumbrance affecting the same and every part thereof on the Certificate of Title to be issued in respect of the Lot hereby transferred and FURTHER that this covenant shall forever run at Law.

Dated: 00 Nov 1/2018

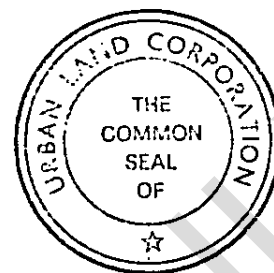
Execution and attestation:

URBAN LAND CORPORATION

THE COMMON SEAL of URBAN LAND AUTHORITY  
was hereunto affixed in the presence of:

  
GENERAL MANAGER FINANCE & ACCOUNTING


  
SALES ADMINISTRATION MANAGER



THE COMMON SEAL of IDEA BUILDERS PTY. LTD.  
A.C.N. 064 582 387 was hereunto affixed in accordance  
with its Articles of Association in the presence of:

Director:

Secretary:

  
PETER ROBERT BOURKE  
13 SHERATON CLOSE  
BURLWOOD EAST

  
ROBERT WIEDERSTEIN  
9 TUMFORD ST  
WILLIAMSTOWN



Approval No. 7869705A

T2

Page 2 of 2



Lawdocs

W108764L  
180699 0904 45 48



W108764L-2-7

THE BACK OF THIS FORM MUST NOT BE USED



**Rates to 30 June 2025**  
email:rates@hume.vic.gov.au

Property ID: 406318

Date of Issue: 9/08/2024



1079 PASCOE VALE ROAD  
BROADMEADOWS  
VICTORIA 3047

PO BOX 119  
DALLAS 3047

T 03 9205 2200  
F 03 9309 0109  
contactus@hume.vic.gov.au

B K VENKATESALU CHETTY &  
A KOZHINJAVADI KANNA  
4/36 CAVENDISH AVE  
WANTIRNA VIC 3152

Current Owners: B K VENKATESALU CHETTY & A KOZHINJAVADI KANNA  
Location: 4 PORTER AVE ROXBURGH PARK VIC 3064  
Legal Description: Lot 1695 PS 343808K Vol 10314 Fol 360

Valuations:

Site Value \$470000  
Capital Improved Value \$710000  
Net Annual Value \$35500

Rates/Charges:

Balance at 30/6/2024 \$0.00  
Rates/Charges & Fire Services Levy 1/7/24 to 30/6/25 \$2471.52  
Pensioner Rebates/Council Waivers \$0.00  
Interest Penalty \$0.00  
Payments / Adjustments \$0.00  
**Balance \$2471.52**

The amounts above detail the position of the rate account as at today's date only.

For 2024/2025 the rate instalment due dates for payment are 30/09/2024, 30/11/2024, 28/2/2025 and 31/5/2025. Interest penalties on late payments or overdue amounts are charged at 10.00% Per Annum.

**This statement is issued subject to the clearance of any payments and should not be relied upon in any transfer or sale of this property. If you require full disclosure of rates and any other charges or orders issued by Council a Land Information Certificate should be applied for and will be issued on the payment of a \$29.70 fee.**

	Billers Code: 12500 Ref: 9215203	Telephone and Internet Banking – Bpay Call your bank, credit union or building society to make this payment from your cheque, savings or credit card account. <a href="http://www.bpay.com.au">www.bpay.com.au</a>
	Billpay Code: 0862 Ref: 9215203	Phone 13 18 16 using your credit card or <a href="http://www.hume.vic.gov.au">www.hume.vic.gov.au</a> Payment can also be made at your local Post Office.
	Cashier Hours: 8.15 am to 4.45pm (All Offices)	Council Offices are Located at: 1079 Pascoe Vale Road, Broadmeadows 75-95 Central Park Avenue, Craigieburn 40 Macedon Street, Sunbury

**Please return this section with your payment.**

Payment Reference: 9215203  
Amount Payable: \$2471.52  
Ratepayers: B K VENKATESALU CHETTY &  
Property Details: 4 PORTER AVE ROXBURGH PARK VIC 3064  
Date of Issue: 9/08/2024



\*0862 9215203

# Your quarterly bill



Emailed to: Bharathv@msn.com  
MR B VENKATESALU CHETTY  
UNIT 4/36 CAVENDISH AVE  
WANTIRNA VIC 3152

Enquiries	1300 304 688
Faults (24/7)	13 27 62
Account number	58 9002 7907
Invoice number	5899 8052 58121
Issue date	31 May 2024
Property address	4 PORTER AVE ROXBURGH PARK
Property reference	1533048, PS 343808
Tax Invoice Yarra Valley Water ABN 93 066 902 501	

## Summary

Previous bill	\$184.98
Payment received thank you	-\$184.98
Balance carried forward	\$0.00
This bill	
Service charges	
Water supply system	\$20.03
Sewerage system	\$114.47
Other authority charges	
Waterways and drainage	\$29.38
Parks	\$21.10
Total this bill (GST does not apply)	\$184.98
Total balance	\$184.98



**Important note**  
Your bill includes the parks charge, which is now billed quarterly.



## Your daily spend

This bill compared to the same time last year.  
Excludes other authority charges.

This bill  
**\$1.48**

Last year  
**N/A**



## How to pay



\*3042 589980525812 1



**Direct Debit**  
Sign up for Direct Debit at [yvw.com.au/directdebit](http://yvw.com.au/directdebit) or call **1300 304 688**.



**Centrepay**  
Arrange regular deductions from your Centrelink payments. Visit [yvw.com.au/paying](http://yvw.com.au/paying) CRN reference: **555 054 118T**



**EFT**  
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).  
Account name: **Yarra Valley Water**  
BSB: **033-885**  
Account number: **589057246**



**Credit card**  
Online: [yvw.com.au/paying](http://yvw.com.au/paying)  
Phone: **1300 362 332**



**Post Billpay®**  
Pay in person at any post office, by phone on **13 18 16** or at [postbillpay.com.au](http://postbillpay.com.au)  
Bill code: **3042**  
Ref: **5899 8052 58121**



**BPAY®**  
Bill code: **344366**  
Ref: **589 0027 9070**

MR B VENKATESALU CHETTY	
Account number	58 9002 7907
Invoice number	5899 8052 58121
Total due	<b>\$184.98</b>
Due date	<b>21 Jun 2024</b>
Amount paid	\$

Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
MAF394490	6,815kL -	6,815kL =	0kL
From 18 Apr 2024 - 30 May 2024			(42 days)
Total	0.000kL		\$0.00

Your charges explained

- Water supply system charge

1 April 2024 - 30 June 2024

A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- Sewerage system charge

1 April 2024 - 30 June 2024

A fixed cost for running, maintaining, and repairing the sewerage system.
- Other authority charges

Waterways and drainage charge

1 April 2024 - 30 June 2024

Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit [melbournewater.com.au/wwdc](http://melbournewater.com.au/wwdc)
- 🌲 Parks charge

1 April 2024 - 30 June 2024

Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit [parks.vic.gov.au](http://parks.vic.gov.au)

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit [yvw.com.au/financialhelp](http://yvw.com.au/financialhelp).  
Registering your concession can also reduce the amount you need to pay. Please call us on **1800 680 824** or visit [yvw.com.au/concession](http://yvw.com.au/concession).

Contact us

📞 Enquiries	1300 304 688	For language assistance
🔧 Faults and Emergencies	13 27 62 (24hr)	العربية 1300 914 361
✉️ <a href="mailto:enquiry@yvw.com.au">enquiry@yvw.com.au</a>		廣東話 1300 921 362
🌐 <a href="http://yvw.com.au">yvw.com.au</a>		Ελληνικά 1300 931 364
📞 TTY Voice Calls	133 677	普通话 1300 927 363
🗣️ Speak and Listen	1300 555 727	For all other languages call our translation service on <b>03 9046 4173</b>

📅 Next meter reading:

Between 27 Aug-3 Sep 2024

Spotted a burst or leak?

- 🖱️ To report an issue visit [yvw.com.au/reportfault](http://yvw.com.au/reportfault)
- 📱 Download and use the **Snap Send Solve** app
- 📞 Call our 24-7 emergency hotline on **13 27 62**
- 📍 View our live faults map at [faults.yvw.com.au](http://faults.yvw.com.au)

WE'RE THE  
WATER  
WATCHERS

Here to help young earthlings save their precious water.

[yvw.com.au/water-watchers](http://yvw.com.au/water-watchers)

# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 09 August 2024 11:19 AM

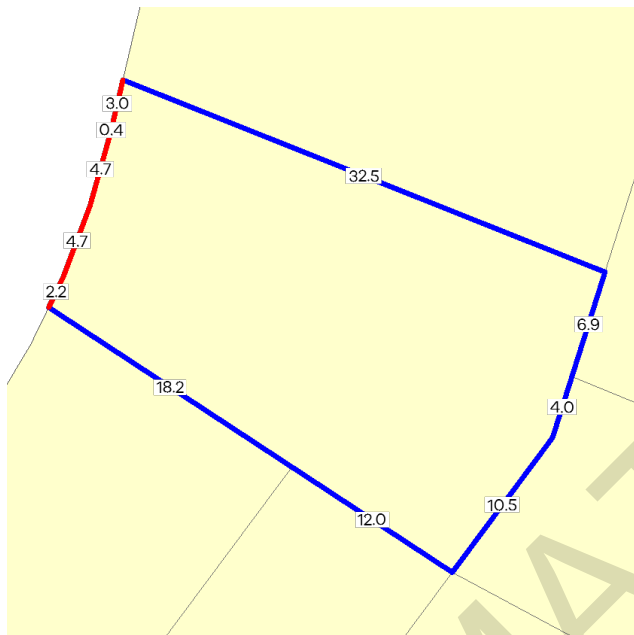
## PROPERTY DETAILS

Address: **4 PORTER AVENUE ROXBURGH PARK 3064**  
Lot and Plan Number: **Lot 1695 PS343808**  
Standard Parcel Identifier (SPI): **1695\PS343808**  
Local Government Area (Council): **HUME**  
Council Property Number: **406318**  
Directory Reference: **Melway 180 A7**

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

## SITE DIMENSIONS

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



**Area:** 575 sq. m

**Perimeter:** 99 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **GREENVALE**

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

## Area Map



 Selected Property



# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 09 August 2024 11:20 AM

## PROPERTY DETAILS

Address: **4 PORTER AVENUE ROXBURGH PARK 3064**  
Lot and Plan Number: **Lot 1695 PS343808**  
Standard Parcel Identifier (SPI): **1695\PS343808**  
Local Government Area (Council): **HUME**  
Council Property Number: **406318**  
Planning Scheme: **Hume**  
Directory Reference: **Melway 180 A7**

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

[Planning Scheme - Hume](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **GREENVALE**

## OTHER

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

[View location in VicPlan](#)

## Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



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

## Planning Overlays

No planning overlay found

Copyright © - State Government of Victoria

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

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

PLANNING PROPERTY REPORT: 4 PORTER AVENUE ROXBURGH PARK 3064

Page 1 of 3

## Further Planning Information

Planning scheme data last updated on 7 August 2024.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

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

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

To view planning zones, overlay and heritage information in an interactive format visit

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

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

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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