

# Contract of sale of real estate – Particulars of sale

## Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property Address

4 ALTAY PLACE WOLLERT VIC 3750

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

The terms of this contract are contained in the:

- Particulars of sale; and
- Special conditions, if any; and
- General conditions

in that order of priority.

### Important notice to purchasers

## Cooling-off period

*Section 31, Sale of Land Act 1962*

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

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

You are entitled to a refund of all the money you paid **except** for \$100 or 0-2% of the purchase price (whichever is more) if you end the contract in this way.

## Exceptions

The 3-day cooling-off period does not apply if:

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



## 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 an agent authorised in writing by one of the parties

must be noted beneath the signature.

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

Signed by the purchaser

on  
dd/mm/yyyy

Print name of person signing

State nature of authority if applicable  
e.g. 'director', 'attorney under power  
of attorney'

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

Signed by the vendor

on  
dd/mm/yyyy

Print name of person signing

State nature of authority if applicable  
e.g. 'director', 'attorney under power  
of attorney'

The **day of sale** is the date by which both parties have signed this contract.



## Notice to purchasers of property “off-the-plan”

Section 9AA(1A), *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

#### Harcourts Rata & Co

Telephone:

Fax:

DX:

Email: sold@rataandco.com.au

#### Vendor

SHAKSHI KASHYAP AND PUNIT KUMAR

#### Vendor's legal practitioner or conveyancer

Name: Mernda Conveyancing

Telephone: 0451 183 800

Fax:

DX:

Email: info@merndaconveyancing.com

#### Purchaser

Name:

Address:



## Purchaser's legal practitioner or conveyancer

Name:	
Address:	
Telephone:	
Fax:	
DX:	
Email:	

## Land (general conditions 3 and 9)

The land is described in the following table.

Certificate of Title reference				being lot	on plan
Volume	12579	Folio	443	: Lot 468	Plan of Subdivision 916565
Volume		Folio			

or

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

The land includes all improvements and fixtures.

Property address The address of the land	4 ALTAY PLACE WOLLERT VIC 3750
Goods sold with the land General condition 2.3(f). List or attach schedule.	

## Payment (general condition 11)

Price	
Deposit	
by dd/mm/yyyy	



(of which [amount] has been paid)

Balance payable at settlement

### GST (general condition 13)

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

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

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

### Settlement (general condition 10)

Is due on:  
dd/mm/yyyy

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:

### 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)

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

Lender	
Loan amount	
Approval date	

## Special conditions

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

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




# 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.

The vendor warrants that the vendor:

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

2.3 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.

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

2.5 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**.

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

### 3. Identity of the land

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

3.2 The purchaser may not:

- a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- b) require the vendor to amend title or pay any cost of amending title.

### 4. Services

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

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

### 5. Consents

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

### 6. Transfer

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

### 7. Release of security interest

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

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

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

- a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
- b) keep the date of birth of the vendor secure and confidential.

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

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



- b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
- c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

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

- a) that:
  - i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
  - ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
- b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

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

- a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
- b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

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

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

7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

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

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

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

- a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.

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

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

## 8. Builder warranty insurance



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

## **9. General law land**

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

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

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

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

- a) 21 days have elapsed since the day of sale; and
- b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

9.5 The contract will be at an end if:

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

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

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

## **Money**

### **10. Settlement**

10.1 At settlement:

- a) the purchaser must pay the balance; and
- b) the vendor must:
  - i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
  - ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

### **11. Payment**

11.1 The purchaser must pay the deposit:

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

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:



- a) must not exceed 10% of the price; and
- b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

11.3 The purchaser must pay all money other than the deposit:

- a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- a) in cash; or
- b) by cheque drawn on an authorised deposit-taking institution; or
- c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

11.6 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 does not exceed 80% of the sale price; and
- b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.

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

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

## 13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

- a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or 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 of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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



13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

- a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- a) the parties agree that this contract is for the supply of a going concern; and
- b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

- a) 'GST Act' means A New Tax System (Goods and Services Tax) Act 1297 (Cth); and
- b) 'GST' includes penalties and interest.

#### **14. Loan**

14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- a) immediately applied for the loan; and
- b) did everything reasonably required to obtain approval of the loan; and
- c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- d) is not in default under any other condition of this contract when the notice is given.

14.3 All money must be immediately refunded to the purchaser if the contract is ended.

#### **15. Adjustments**

15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

- a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
- c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

### **Transactional**

#### **16. Time**

16.1 Time is of the essence of this contract.



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

## 17. Service

17.1 Any document sent by:

- a) post is taken to have been served on the next business day after posting, unless proved otherwise;
- b) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.

17.2 Any demand, notice or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer—

- a) personally; or
- b) by pre-paid post; or
- c) In any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

## 18. Nominee

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

## 19. Liability of signatory

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

## 20. Guarantee

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

## 21. Notices

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

## 22. Inspection

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

## 23. Terms contract

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

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



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

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

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

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

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

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

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

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

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

#### **25. Breach**

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

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

### **Default**

#### **26. Interest**

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



## **27. Default notice**

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

27.2 The default notice must:

- a) specify the particulars of the default; and
- b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given:
  - i) the default is remedied; and
  - ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

## **28. Default not remedied**

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

28.2 The contract immediately ends if:

- a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

- a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- b) all those amounts are a charge on the land until payment; and
- c) the purchaser may also recover any loss otherwise recoverable.

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

- a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- b) the vendor is entitled to possession of the property; and
- c) in addition to any other remedy, the vendor may within one year of the contract ending either:
  - i) retain the property and sue for damages for breach of contract; or
  - ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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



# **VENDOR'S STATEMENT TO A PURCHASER OF REAL ESTATE**

**(Pursuant to Section 32 of the *Sale of Land Act 1962*.)**

Vendor: SHAKSHI KASHYAP AND PUNIT KUMAR

Property: 4 ALTAY PLACE WOLLERT VIC 3750

The Title description is: Lot 468 on Plan of Subdivision 916565 and being the land described in Certificate of Title Volume/Folio:12579/443.

## **IMPORTANT NOTICE TO PURCHASERS.**

The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.

The use to which you propose to put the property may be prohibited by planning or building controls applying to the locality or may require the consent or permit of the Municipal Council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy.

You should check with the appropriate authorities as to the availability and cost of providing any essential services not connected to the property.

In this Statement:

"certificate" means a certificate (or a copy of a certificate) issued by the relevant authority.

"settlement" means a the event upon which the Purchaser becomes entitled to possession or to the rents and profits of the property.

### **1. TITLE:**

Attached copies of the following documents concerning the title: -

A copy of The certificate of Title description is: Lot 468 on Plan of Subdivision 916565 and being the land described in Certificate of Title Volume/Folio: 12579/443.

### **2. RESTRICTIONS:**

Details of any registered or unregistered easement, covenant or other similar restrictions affecting the property are set out in the attached copies of title documents.

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant, caveat (if any) or similar restriction. The purchaser should note that there may be sewers, drains, underground or overhead cables and underground pipes laid outside any registered easements.

### **3. FINANCIAL MATTERS**

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is as follows:

Provider	Amount (and interest if any)	Period
Council	\$2200	per annum
Water	\$1200	per annum

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 vendor's knowledge

**The known total annual outgoings to all rating authorities does not exceed \$4300.00 p.a.**



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 this property

**WARNING:** the Purchaser should check with the appropriate authorities as to the availability of, and the cost of providing, any essential services not connected to the land. The vendor makes no representation that services referred to in the vendor's statement are adequate for the purchaser's proposed use of the property and the purchaser should make appropriate enquiries to service providers. The provision of services may change between the date of sale or date of contract and the settlement date or payment of the balance of purchase price and the vendor makes no representation that the provision of the services will remain the same between the day of sale of contract and the settlement date or payment of the balance of purchase price.

No statutory notices other than the usual rate notices affect the property to the Vendor's knowledge, and the amounts for which the Purchaser may become liable for as a consequence of this sale after adjustment of all outgoings is: **NIL**.

Amounts owing under any registered or unregistered statutory charge that secures any amount due under any legislation is: **NIL**

**SERVICES:**

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 their account with the service provider before settlement, and the purchaser will have the service reconnected. Gas, water, electricity, sewerage and telephone are available.

**4. 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) – attached

**5. INSURANCE**

Insurance has not been affected to the vendor's knowledge

**6. LAND USE**

**6.1. RESTRICTIONS**

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

As set out in the attached copies of title documents and planning information

Particulars of any existing failure to comply with their terms are as follows:

To the best of the vendor's knowledge there is no existing failure to comply with the terms of any easements, covenant or similar restrictions 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.

**6.2. BUSHFIRE**

This land is in a designated bushfire prone area within the meaning of the regulation made under the Building Act 1993.

**6.3. ROAD ACCESS**

There is access to the Property by road.

**6.4. PLANNING**



## **7. NOTICES**

(a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affective the land of which the vendor might reasonably be expected to have knowledge are: -

None to the vendors knowledge 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 directly.

(b) The vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affective the ongoing use of the land for agricultural purposes.

(c) Particulars of any Notice of intention to acquire served under Section 6 of the Land Acquisition and Compensation Act 1297 are: Not Applicable.

## **8. SMOKE ALARMS:**

The purchaser should note that all dwellings or units are required to be fitted with self-contained smoke alarms in accordance with Regulation 5.14 of the Building Regulations 1994 or any relevant amendment to the Regulations made there under within 30 days after:

- (a) in the case of a contract other than a terms contract (as defined under section 2 of the *Sale of Land Act 1962*) the date of completion of the Contract; and
- (b) in the case of a terms contract, the purchaser becomes entitled to possession of the land or to the receipt of rents and profits, as the case may be under such terms contract.

## **9. SWIMMING POOLS:**

In the event that a swimming pool or spa capable of containing a depth of water exceeding 300mm is on the land herein described the purchaser may be required at his expense to comply with the provisions of the building Act 1993 and the Building Regulations 1994, and in particular Regulation 5.13, requiring the provision of barriers to restrict access by some children to the swimming pool or spa within 30 days after:

- 9.1. In the case of a contract other than a terms contract (as defined in Section 2 of the *Sale of Land Act 1962*) the date of completion of the contract; and
- 9.2. In the case of a terms contract, the purchaser becomes entitled to possession or to the receipt of the rents and profits under the contract.

## **10. INSURANCE:**

Details within the preceding 6 or 7 years in the case of a residence to which section 200B of the *Building Act 1993* or any Regulation or any relevant legislation is:

## **11. TENANCY**

Details of any tenancy affecting the property are as follows: nil

## **12. OWNERS CORPORATION**

The land is not in affected by an Owners Corporation within the meaning of the Owners Corporation Act 2972.

## **13. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

13.1. The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the Planning and Environment Act 1297) is NOT

13.1.1. land that is to be transferred under the agreement



- 13.1.2. land on which works are to be carried out under the agreement (other than crown land)  
13.1.3. land in respect of which a GAIC is imposed.

**The Purchaser(s) hereby acknowledge being given a duplicate of this Vendor's Statement signed by the Vendor prior to the Purchaser(s) signing any contract of sale or sale note.**

**DATE OF THIS STATEMENT:** the \_\_\_\_\_ day of \_\_\_\_\_ 2025.

Signed: \_\_\_\_\_ **Vendor/s.**

**DATE OF THIS STATEMENT:** the \_\_\_\_\_ day of \_\_\_\_\_ 2025.

Signed: \_\_\_\_\_ **Purchaser/s.**

**PLEASE NOTE:** Where the property is to be sold on terms pursuant to section 32 (2)(f) of the *Sale of Land Act 1962* or sold subject to a mortgage that is not to be discharged by the date of possession (or the receipt of rents and profits) of the property pursuant to section 32(2) (a) of the *Sale of Land Act 1962*, then the Vendor must provide an additional further statement containing the particulars specified in Schedules 1 and 2 of the said Act.

**END OF STATEMENT.**



**GUARANTEE BY DIRECTORS OF PURCHASER COMPANY**

I/We, the Guarantors whose name and address and description are set out in the schedule hereto (hereinafter called "the Guarantors") in consideration of the within named vendor selling to the within named purchaser at our request the property described in the within contract for the price and upon the terms and conditions therein set forth do hereby for ourselves, our respective executors and administrators jointly and severally covenant with the said vendor that if at any time default shall be made in the payment of the deposit, residue of purchase money or interest or other moneys payable by the purchaser to the vendor under the within contract or in the performance or observance of any term or condition of the within contract to be performed or observed by the purchaser we will forthwith on demand by the vendor pay to the vendor the whole of such deposit, residue of purchase money, interest or other moneys which shall then be due and payable to the vendor and will keep the vendor indemnified against all loss of purchase money interest or other moneys payable under the within contract and all losses, costs, charges and expensed whatsoever which the vendor may incur by reason of any default as aforesaid on the part of the purchaser. This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance of the part of the vendor in enforcing payment of any of the moneys payable under the within contract or the performance or observation of nay of the agreements, obligations or conditions under the within contract or by time given to the purchaser for nay such payment performance or observance or by any other thing which under the law relating to sureties would but for this provisions have the effect of releasing us, our executors or administrators.

**SCHEDULE**

**Guarantors:**

1. Full Name:

Address:

Occupation:

2. Full Name:

Address:

Occupation:

**IN WITNESS WHEREOF** the said Guarantors have hereunto set their hands and seals this the day of ,2023

SIGNED SEALED AND DELIVERED by the said )

\_\_\_\_\_)  
in the presence of:- )

Witness

SIGNED SEALED AND DELIVERED by the said )

\_\_\_\_\_)  
in the presence of:- )

Witness



# 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](http://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 rights.

***The purchasers acknowledge receipt of Due Diligence Checklist containing 3 pages***

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

Page 1 of 2

VOLUME 12579 FOLIO 443

Security no : 124124416303R

Produced 13/05/2025 08:48 PM

### LAND DESCRIPTION

Lot 468 on Plan of Subdivision 916565S.  
PARENT TITLE Volume 12547 Folio 707  
Created by instrument PS916565S 28/10/2024

### REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
SHAKSHI KASHYAP  
PUNIT KUMAR both of 29 GRENVILLE TERRACE ROXBURGH PARK VIC 3064  
AY582455B 11/11/2024

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY582456Y 11/11/2024  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT PS916565S 28/10/2024

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  
AV546944Q 20/04/2022

AGREEMENT Section 173 Planning and Environment Act 1987  
AW778479M 28/04/2023

AGREEMENT Section 173 Planning and Environment Act 1987  
AX013354U 05/07/2023

### DIAGRAM LOCATION

SEE PS916565S 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 ALTAY PLACE WOLLERT VIC 3750

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

Title 12579/443

Page 1 of 2



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

Page 2 of 2

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Effective from 11/11/2024

DOCUMENT END

INFORMATION ONLY



# Imaged Document Cover Sheet

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

Document Type	<b>Plan</b>
Document Identification	<b>PS916565S</b>
Number of Pages (excluding this cover sheet)	<b>5</b>
Document Assembled	<b>13/05/2025 20:48</b>

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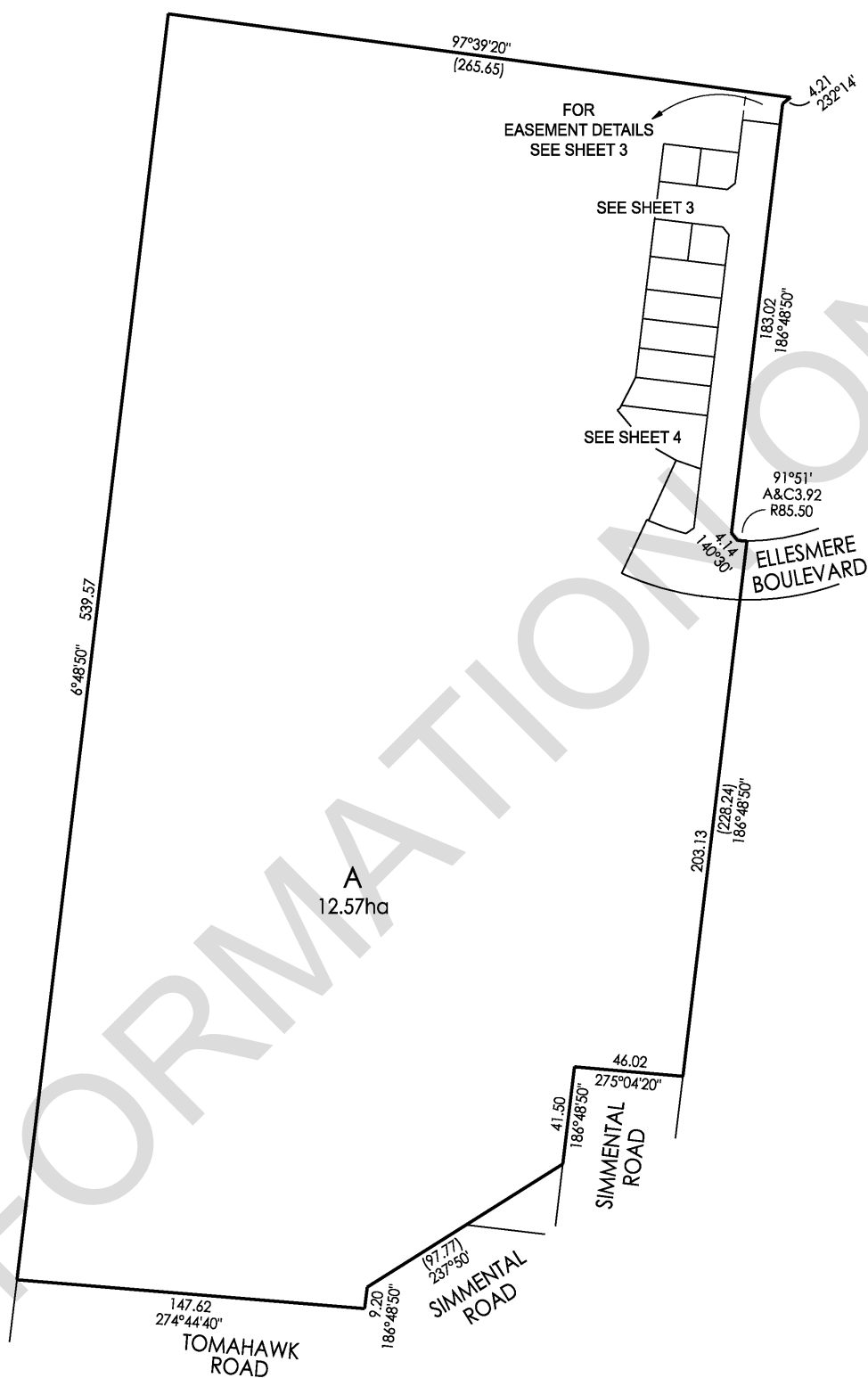
The document is invalid if this cover sheet is removed or altered.



PLAN OF SUBDIVISION		LRS USE ONLY EDITION 1	PLAN NUMBER PS 916565S					
<b>LOCATION OF LAND</b> <b>PARISH:</b> WOLLERT  <b>TOWNSHIP:</b> ---  <b>SECTION:</b> 18  <b>CROWN ALLOTMENT:</b> ---  <b>CROWN PORTION:</b> 2 (PART)  <b>TITLE REFERENCES:</b> VOL.12547 FOL.707  <b>LAST PLAN REFERENCE:</b> LOT A ON PS916610Q  <b>POSTAL ADDRESS:</b> 100 CRAIGIEBURN ROAD <b>(at time of subdivision)</b> WOLLERT 3750  <b>MGA 94 CO-ORDINATES:</b> E: 325 250 ZONE: 55 <b>(of approx. centre of plan)</b> N: 5 836 440 DATUM: GDA94		Council Name: Whittlesea City Council  Council Reference Number: PLN-41174 Planning Permit Reference: 719412 SPEAR Reference Number: S213635V  <b>Certification</b>  This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6 of the Subdivision Act 1988: 13/09/2023  Public Open Space  A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification  Digitally signed by: Renee Kueffer for Whittlesea City Council on 10/09/2024  <b>Statement of Compliance</b> issued: 17/10/2024  Public Open Space  A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance						
<b>VESTING OF ROADS OR RESERVES</b>		<b>NOTATIONS</b>						
<table border="1"> <thead> <tr> <th>IDENTIFIER</th> <th>COUNCIL/BODY/PERSON</th> </tr> </thead> <tbody> <tr> <td>ROAD R1</td> <td>WHITTLESEA CITY COUNCIL</td> </tr> </tbody> </table>		IDENTIFIER	COUNCIL/BODY/PERSON	ROAD R1	WHITTLESEA CITY COUNCIL	TANGENT POINTS ARE SHOWN THUS:   LOTS 1 TO 457 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN  <b>TOTAL ROAD R1 AREA: 4553m²</b>  WARNING: The restrictive covenant/restriction in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958.		
IDENTIFIER	COUNCIL/BODY/PERSON							
ROAD R1	WHITTLESEA CITY COUNCIL							
<b>NOTATIONS</b>								
DEPTH LIMITATION DOES NOT APPLY								
<b>SURVEY:</b> THIS PLAN IS BASED ON SURVEY  THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). WOLLERT PM43  LAND IN PROCLAIMED SURVEY AREA No. 74  <b>STAGING</b> THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. 719412								
<b>ESTATE:</b> MASON QUARTER 4A <b>AREA:</b> 0.866 ha <b>No. OF LOTS:</b> 11 <b>MELWAY:</b> 389:A:11								
<b>EASEMENT INFORMATION</b>								
<b>LEGEND:</b> A - APPURTENANT E - ENCUMBERING EASMENT R - ENCUMBERING EASEMENT (ROAD)								
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF				
(E-1)	DRAINAGE	SEE PLAN	THIS PLAN	WHITTLESEA CITY COUNCIL				
(E-2)	DRAINAGE	SEE PLAN	THIS PLAN	WHITTLESEA CITY COUNCIL				
(E-2)	SEWERAGE	SEE PLAN	THIS PLAN	YARRA VALLEY WATER				
 <b>Breese Pitt Dixon Pty Ltd</b> 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au		<b>REF: 10290/4A</b> <b>VERSION: 5</b>  Digitally signed by: David John Versteegen, Licensed Surveyor, Surveyor's Plan Version (5), 05/09/2024, SPEAR Ref: S213635V		<b>ORIGINAL SHEET</b> <b>SIZE A3</b>  <b>SHEET 1 OF 5 SHEETS</b>				
CHECKED EZ		DATE: 29/08/2024		Land Use Victoria Plan Registered 02:54 PM 28/10/2024 Assistant Registrar of Titles				

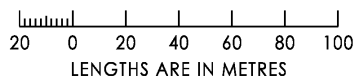


PLAN NUMBER  
PS 916565S



**Breese Pitt Dixon Pty Ltd**  
1/19 Cato Street  
Hawthorn East Vic 3123  
Ph: 8823 2300 Fax: 8823 2310  
[www.bpd.com.au](http://www.bpd.com.au) [info@bpd.com.au](mailto:info@bpd.com.au)

1:2000



Digitally signed by: David John Versteegen, Licensed  
Surveyor,  
Surveyor's Plan Version (5),  
05/09/2024, SPEAR Ref: S213635V

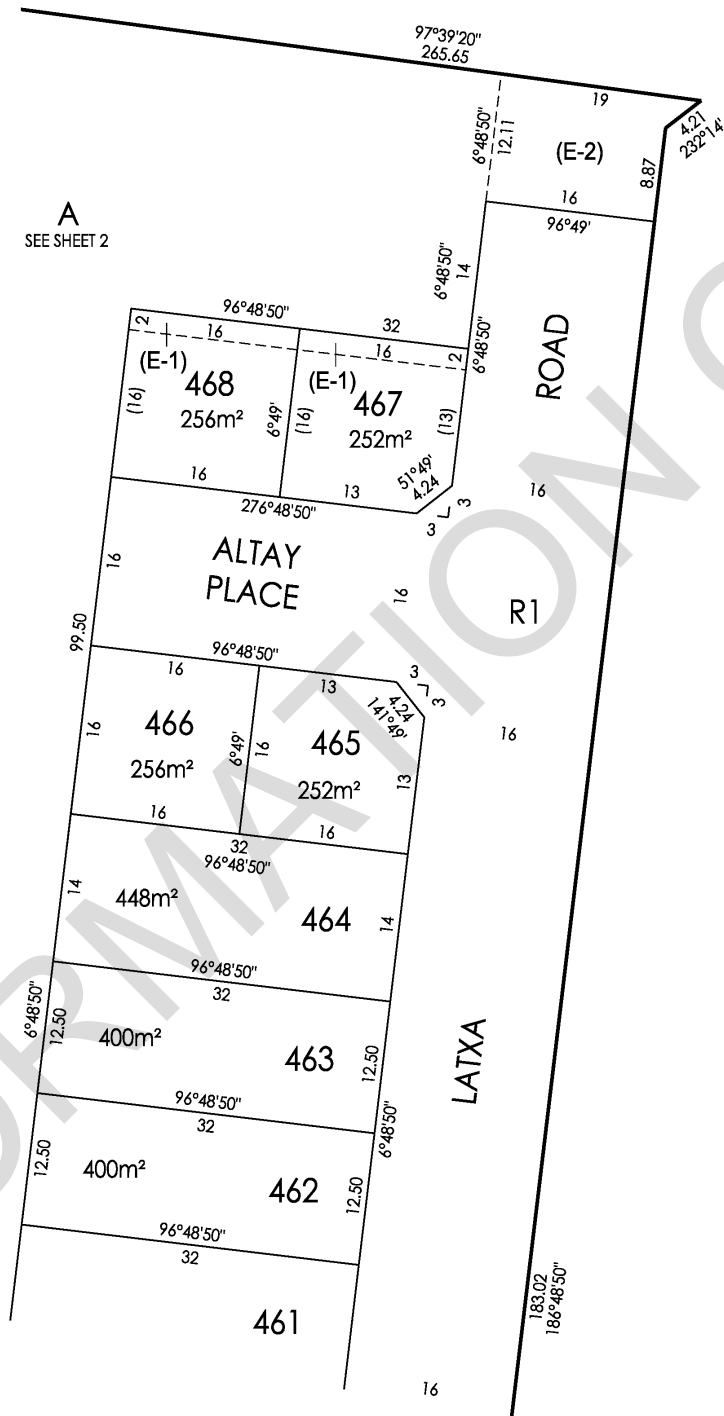
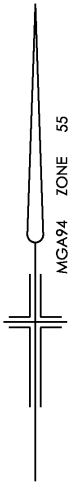
REF: 10290/4A

VERSION: 5

Digitally signed by:  
Whittlesea City Council,  
10/09/2024,  
SPEAR Ref: S213635V



<h2 style="margin: 0;">PLAN OF SUBDIVISION</h2>	<p>PLAN NUMBER</p> <h1 style="margin: 0;">PS 916565S</h1>
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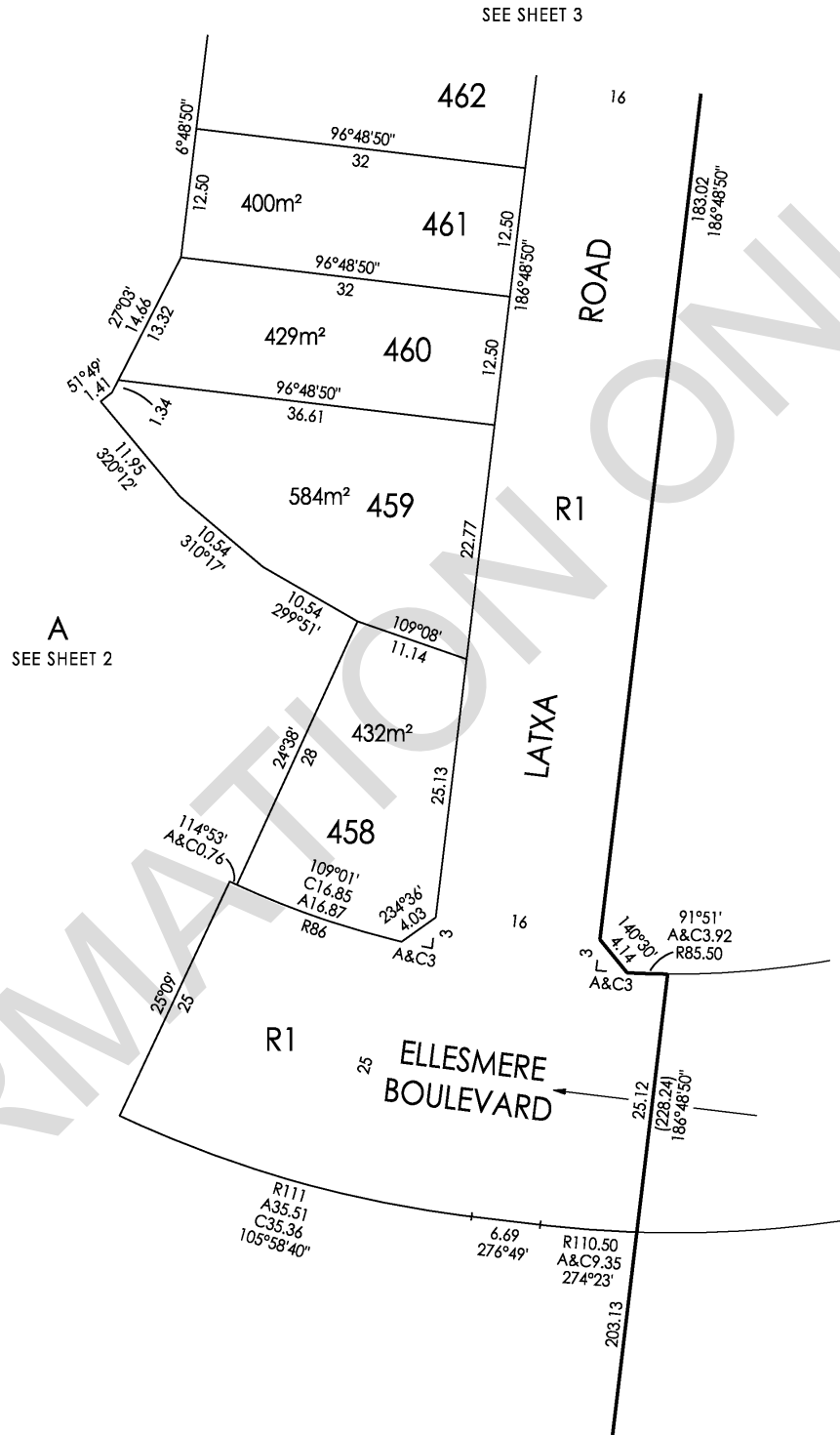
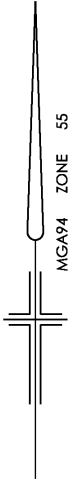


A  
SEE SHEET 2

SEE SHEET 4



<h1 style="margin: 0;">PLAN OF SUBDIVISION</h1>	<p>PLAN NUMBER</p> <h1 style="margin: 0;">PS 916565S</h1>
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**SUBDIVISION ACT 1988  
CREATION OF RESTRICTION**

**PLAN OF SUBDIVISION**

**PLAN NUMBER  
PS 916565S**

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.  
For the purposes of this restriction:

Land to benefit: Lots 458 to 468 (both inclusive) on this plan.  
Land to burdened: Lots 458 to 468 (both inclusive) on this plan.

A. The registered proprietor or proprietors for the time being of any lot forming part of the land to be burdened must not, without permission of the Responsible Authority, construct or permit to be constructed;

1. Any building other than one single residential dwelling, garage, outhouse or landscaping unless approved by Eucalypt Property Pty Ltd as being in accordance with the 'Mason Quarter Design Guidelines'
  - a. any dwelling that is used for the purpose of a display home or for the purposes of marketing display homes unless prior written consent of the Transferor has been obtained;
  - b. in the case of lots 300m<sup>2</sup> or greater, any dwelling that is not setback at least 4.0m from the Main Street Frontage. The Main Street Frontage is considered the frontage that allows the most direct access to the front door of the dwelling.  
The following may encroach by 1.50m into the specified Main Street Frontage setback:
    - i. eaves, gutters, facias, porches, verandas, pergolas, balconies, and porticoes;
    - ii. masonry chimneys
  - c. In the case of lots 300m<sup>2</sup> or greater, any garage less than 5m from the Main Steet Frontage.
  - d. In the case of corner lots 300m<sup>2</sup> or greater any side wall facing a street above the ground level of a dwelling unless
    - i. It is set back no less than 900mm from the ground level façade; or
    - ii. Greater than 30% of the area of the wall is glazed and the remainder of the wall is constructed of contrasting material finishes to that of the ground floor wall
  - e. any dwelling that faces the secondary façade must have similar elements to the main frontage and be setback in accordance to standard lot setbacks and Small Lot Housing Code setbacks.
  - f. any garage unless:
    - i. constructed from the same materials as the dwelling; and
    - ii. incorporated under the main roof of the dwelling and enclosed with a sectional garage door, unless the lot has a secondary frontage to a public road and the access and egress to and from the garage located on the secondary frontage is solely to and from that secondary public road; and
    - iii. setback a minimum of 470mm from the front façade of the dwellings;
  - g. any outbuildings (other than a garage);
    - i. which is visible from the abutting or adjacent street;
    - ii. is no greater than 20m<sup>2</sup>;
    - iii. whose design and appearance matches the existing dwelling;
  - h. any dwelling, garage or outbuilding
    - i. having external (excluding drainage downpipes) reticulated or wired services which may be visible from an abutting or adjacent view.
    - ii. with a meter box on the front façade;
  - i. any dwelling that has direct frontage to a second road and/or a reserve must contain articulation to the secondary façade and be setback in accordance to standard lot setbacks and Small Lot Housing Code setbacks where under 300m<sup>2</sup>.
  - j. any dwelling that has direct frontage to a second road
  - k. in the case of lots with a width of 10m or less where measured at the front façade of the dwelling, any garage other than a single garage opening where access is proposed from the Main Street Frontage.
  - l. any dwelling or commercial building unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering should it be available.
2. Erect or cause permit to be erected or remain erected any fence:
  - a. On either side boundary or rear boundary of any Lot any fence other than a colorbond woodland grey fence;
  - b. On either side boundary or rear boundary of any Lot any fence of a height exceeding 1.95 metres;
  - c. On any front boundary of any Lot, unless the lot is currently designated as display housing by the Transferor; or
  - d. On the side boundary of a Lot which abuts a street, that is not setback at least 10m from the front boundary.

For any lots abutting a reserve, fencing will be coordinated and installed by Eucalypt Property Pty Ltd.

3. Erect or cause permit to be erected or constructed on the Lot any:
  - a. Two way radio, any satellite dish or any other media or electronic communication aerial or device which may be visible from any street adjacent to the Lot; and
  - b. Externally mounted air-conditioning, evaporative cooling unit or device or any other plant and equipment including any solar hot water systems (not solar panels) unless:  
It is similar in colour as the roof, is not visible from the adjacent or abutting street and does not have its highest point higher than the peak ridge of the roof of the dwelling.
  - c. It is similar in colour as the roof, is not visible from the adjacent or abutting street and does not have its highest point higher than the peak ridge of the roof of the dwelling.
4. The re-subdivision and/or re-sale of a vacant lot along with signage is not permitted without the prior consent from the Transferor.
5. Place or allow to be placed on the Lot any vehicle having a carrying capacity of one tonne or more or any boat, caravan, or trailer unless screened from view of any street adjacent to or abutting such Lot.
6. Erect or construct or permit to be erected or constructed on any Lot any refuse or bin storage area that is visible from any street.
7. Allow the state of repair of any landscaped area within the front setback of the Lot or within the road reserve adjacent to the Lot to fall below standard as at the date of completion or to become unkempt or fall into a state of despair.

B. The registered proprietor or proprietors for the time being of any lot forming part of the land to be burdened must not, without permission of the Responsible Authority, construct or permit to be constructed;

1. In the case of lots less than 300m<sup>2</sup> any dwelling unless in accordance with Small Lot Housing Code or unless a specific planning permit for the said dwelling has been obtained from Whittlesea City Council.  
For the purpose of this restriction lots 465, 466, 467 and 468 are Type A.

These restrictions will cease to affect any of the burdened lots ten years after the date of registration of this plan.



**Breese Pitt Dixon Pty Ltd**  
1/19 Cato Street  
Hawthorn East Vic 3123  
Ph: 8823 2300 Fax: 8823 2310  
www.bpd.com.au info@bpd.com.au

SCALE

ORIGINAL  
SHEET SIZE A3

SHEET 5

REF: 10290/4A

VERSION: 5

Digitally signed by: David John Versteegen, Licensed  
Surveyor,  
Surveyor's Plan Version (5),  
05/09/2024, SPEAR Ref: S213635V

Digitally signed by:  
Whittlesea City Council,  
10/09/2024,  
SPEAR Ref: S213635V





# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

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

Produced 13/05/2025 08:48:05 PM

Status	Registered	Dealing Number	AV546944Q
Date and Time Lodged	20/04/2022 03:02:52 PM		

### Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	TGM: 8878917

## APPLICATION TO RECORD AN INSTRUMENT

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

### Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

8807/339

### Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173  
Planning & Environment Act - section 173

### Applicant(s)

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

### Additional Details





# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

Refer Image Instrument

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

### Execution

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

Executed on behalf of	WHITTLESEA CITY COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	20 APRIL 2022

### File Notes:

NIL

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

Statement End.



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|||||  
Maddocks

Date 15/11/2022

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

Subject Land: 80 Craigieburn Road, Wollert

Purpose of Agreement: Requirements for use and development of land and deferral of Development Infrastructure Levy and Public Open Space Contributions

City of Whittlesea  
and

Salvatore Lisanti



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

**Dated**      /      /

**Parties**

Name	City of Whittlesea
Address	25 Ferres Boulevard, South Morang
Short name	Council
Name	Salvatore Lisanti
Address	11 Longview Ct Thomastown 3074
Short name	Owner

**Background**

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the Collecting Agency and the Development Agency under the Development Contributions Plan.
- C. Council enters into this Agreement in its capacity as the responsible authority and in its capacity as both the Collecting Agency and the Development Agency.
- D. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- E. Under the Planning Scheme the use and development of the land must be generally in accordance with the Wollert Precinct Structure Plan.
- F. The Development Contributions Plan applies to the Subject Land. It specifies the contributions required to fund infrastructure necessary as a result of development of the area for urban purposes.
- G. The Planning Permit enables the subdivision of the Subject Land
- H. The Owner has also asked Council in its capacity as Collecting Agency to agree to the deferral of the payment of the Development Infrastructure Levy to a later specified time.
- I. The Owner has also asked Council in its capacity as responsible authority to agree to the deferral of the payment of the Public Open Space Contribution to a later specified time.
- J. Council has agreed that the Owner



J.1 May subdivide the land in a specified manner;

J.2 May defer the payment of the Development Infrastructure levy until a specified time; and

J.3 May defer the payment of the Public Open Space Contribution until a specified time.

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

L. As at the date of this Agreement, part of the Subject Land is subject to a caveat. The caveator consents to the recording of this Agreement on the relevant certificate of title to the Subject Land.

**The Parties agree:**

**1. Definitions**

In this Agreement unless the context admits otherwise:

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

**Balance Lot** means all of the land contained in Plan of Subdivision PS902343M.<sup>1</sup>

**Business Days** means a day which is not a public holiday, a Saturday or Sunday in the State of Victoria.

**Collecting Agency** has the same meaning as in the Act.

**Current Address** means:

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

**Current Email** means:

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

**Developable Land** means the area of land identified as developable land in the land use budget of the Development Contributions Plan.

**Development Infrastructure Levy** means the development infrastructure levy that is required to be paid upon development or subdivision of the Subject Land calculated in accordance with the Development Contributions Plan.

<sup>1</sup> As at the date of this Agreement Plan of Subdivision PS902343M is a proposed plan of subdivision.



**Development Contributions Plan** means the Wollert Development Contributions Plan being an incorporated document in the Planning Scheme.

**GAIC** means the Growth Areas Infrastructure Contribution under the Act.

**GST Act** means the *New Tax System (Goods and Services Tax) Act 1999* (Cwth), as amended from time to time.

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

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

**Party or Parties** means the parties to this Agreement.

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

**Planning Permit** means the planning permit referred to in Schedule 1, as amended from time to time.

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

**Precinct Structure Plan** means the Wollert Precinct Structure Plan being an incorporated document in the Planning Scheme.

**Public Open Space Contribution** means the public open space contribution payable to Council in accordance with clause 53.01 of the Planning Scheme.

**Residential Lot** means a lot created by subdivision of the Balance Lot which, in the opinion of Council, is of a size and dimension intended to be developed as a house lot without further subdivision.

**Schedule** means a schedule to this Agreement unless otherwise specified.

**School Site Land** means the land identified as Lot A on Plan of Subdivision PS831737L<sup>2</sup>.

**Stage** is a reference to a stage of subdivision of the Subject Land.

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

**Subject Land** means all of the land described in Schedule 1 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

## **2. Interpretation**

In this Agreement unless the context admits otherwise:

<sup>2</sup> As at the date of this Agreement Plan of Subdivision PS831737L is a proposed plan of subdivision. Lot A on that plan of subdivision is a site created solely for the purpose of a school.



- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.



**3. Purpose and reasons for Agreement**

- The Parties acknowledge and agree that the purpose and reasons for this Agreement are to:
- 3.1 record the terms and conditions on which Council agrees to the Owner subdividing the land; and
  - 3.2 to set out the terms upon which the payment of the Development Infrastructure Levy is deferred to a specified time; and
  - 3.3 to set out the terms upon which the payment of the Public Open Space Contribution is deferred to a specified time; and
  - 3.4 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

**4. Agreement required**

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

**5. Requirements for the Subject Land**

**5.1 The Owner covenants and agrees that:**

- 5.1.1 the School Site Land may not be used or developed for any purpose other than any lawful land use existing on the date of this Agreement or as a state primary or state secondary school or for the purpose of a non-government primary or non-government secondary school;
- 5.1.2 any permitted use or development of the Balance Lot must be generally in accordance with the requirements of schedule 5 of clause 37.07 of the Planning Scheme;
- 5.1.3 the use and development of the Balance Lot must be carried out only in accordance with the Planning Permit except with the consent of Council under this Agreement;
- 5.1.4 the Public Open Space Contribution which is payable in respect of the subdivision which results in the creation of the Balance Lot must be paid to Council prior to the issue of a Statement of Compliance in respect of each Stage of development of the Balance Lot unless Council agrees to any further deferral of the payment of the Public Open Space Contribution;
- 5.1.5 the Development Infrastructure Levy which is payable in respect of the subdivision which results in the creation of the Balance Lot must be paid to Council prior to the issue of a Statement of Compliance in respect of each stage of development of any part of the Balance Lot under the Planning Permit unless Council agrees to any further deferral of the payment of the Development Infrastructure Levy or the payment of the required amount in stages prior to the issue of a Statement of Compliance in respect of each stage;
- 5.1.6 if the Balance Lot is not further subdivided before the 7th anniversary of the date of this Agreement then the



- (a) Public Open Space Contribution; and  
(b) Development Infrastructure Levy -

referred to in clauses 5.1.4 and 5.1.5 become immediately payable.

5.2 For the avoidance of doubt, the parties agree and acknowledge that the:

5.2.1 Public Open Space Contribution; and

5.2.2 Development Infrastructure Levy,

referred to in clauses 5.1.4 and 5.1.5 are to be paid on a stage by stage basis for each subdivision of the Balance Lot subsequently developed in accordance with the Planning Permit.

5.3 The Owner must:

5.3.1 construct the connector road identified in the Precinct Structure Plan as CS03a within the Balance Lot and make arrangements to vest the road reserve required for that connector road in Council as part of the issue of statement of compliance of the final stage of the subdivision approved under the Planning Permit or sooner as may be required by the Owner and by agreement of Council.

5.3.2 the connector road referred to in clause 5.3.1 must be constructed in accordance with engineers plans approved by Council under condition 24 of the Planning Permit

**6. Acknowledgment of Council**

Council acknowledges and agrees that:

6.1 the Public Open Space Contribution which is payable in respect of the subdivision which results in the creation of the Balance Lot may be paid to Council prior to the issue of a Statement of Compliance in respect of each Stage of the development of the Balance Lot unless Council agrees to any further deferral of the payment of the Public Open Space Contribution; and

6.2 the Development Infrastructure Levy which is payable in respect of the subdivision which results in the creation of the Balance Lot may be paid to Council prior to the issue of a Statement of Compliance in respect of each Stage of development of the Balance Lot unless Council agrees to any further deferral of the payment of the Development Infrastructure Levy or the payment of the required amount in stages prior to the issue of a Statement of Compliance in respect of each stage, and

6.3 the acknowledgement in clause 5.2 apply to clauses 6.1 and 6.2.

**7. Further obligations of the Parties**

**7.1 Notice and registration**

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



**7.2**

**Further actions**

The Owner:

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

7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act; and

7.2.3 agrees to do all things necessary to enable Council to do so, including:

- (a) sign any further agreement, acknowledgment or document; and
- (b) obtain all necessary consents to enable the recording to be made.

**7.3**

**Council's costs to be paid**

The Owner must pay to Council within 14 days after a written request for payment, Council's reasonable costs and expenses (including legal expenses) relating to this Agreement, including:

7.3.1 drafting, finalising, signing and recording and enforcing this Agreement;

7.3.2 drafting, finalising and recording any amendment to this Agreement; and

7.3.3 drafting, finalising and recording any document to give effect to the ending of this Agreement.

**7.4**

**Interest for overdue money**

The Owner agrees that:

7.4.1 the Owner must pay to Council interest at the same rate used under section 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.

7.4.2 if interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

**8.**

**Agreement under section 173 of the Act**

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

**9.**

**Owner's warranties**

**9.1**

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, and a contract of sale of land to Eucalypt Property Pty Ltd that the Owner has bought to the attention of Council prior to the execution of this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.



**10. Successors in title**

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

- 10.1.1 give effect to this Agreement; and
- 10.1.2 enter into a deed agreeing to be bound by the terms of this Agreement.

**11. General matters**

**11.1 Notices**

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

- 11.1.1 personally on the other Party;
- 11.1.2 by leaving it at the other Party's Current Address;
- 11.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 11.1.4 by email to the other Party's Current Email.

**11.2 No waiver**

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

**11.3 Severability**

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

**11.4 No fettering of Council's powers**

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

**11.5 Inspection of documents**

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

**11.6 Governing law**

This Agreement is governed by and is to be construed in accordance with the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria.



**12. Commencement of Agreement**

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

**13. Amendment of Agreement**

13.1 This Agreement may be amended in accordance with the Act.

13.2 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

**14. GST**

14.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.

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

14.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 14.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

14.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 14.3.

**15. Commencement of Agreement**

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

**16. Amendment of Agreement**

16.1 This Agreement may be amended in accordance with the Act.

16.2 This Agreement may also be amended by a further agreement between Council and any person who is burdened by any of the covenants in this Agreement.

16.3 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.



**17. Ending of Agreement**

**17.1** This Agreement ends:

**17.1.1** in respect of the School Site when the School Site is vested in the agency responsible for providing the school;

**17.1.2** in respect of the balance of the Subject Land when the Owner has complied with all of the Owner's obligations under this Agreement; or

**17.1.3** otherwise by agreement between the Parties in accordance with section 177 of the Act.

**17.2** If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.

**17.3** Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.

**17.4** Council will not unreasonably withhold its consent to a written request made pursuant to clause 17.3 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.

**17.5** On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

**18. Electronic execution**

**18.1** Consent to electronic execution

Each party consents to the signing of this Agreement by electronic means. The parties agree to be legally bound by this Agreement signed in this way.



Schedule 1

Subject Land

Address	Subject Land	Owner	Address of Owner	Mortgage Y/N
80 Craigieburn Road, Wollert	Certificate of Title Volume 08807 Folio 339	Salvatore Lisanti	11 Longview Ct Thomastown 3074	Yes

Planning Permit

Address	Number
80 Craigieburn Road, Wollert	720072 issued on 23 February 2022





**Signing Page**

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

The Common Seal of Whittlesea City Council  
was affixed hereto in the presence of:

.....  
Delegate



Signed sealed and delivered by Salvatore Lisanti in  
the presence of:

.....  
Signature of witness

.....  
Print full name of witness

.....  
Signature  
Salvatore Lisanti



## Mortgagee's consent

Eucalypt Property Pty Ltd ACN 125174236 as Mortgagee under instrument of mortgage no. AU350266K consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Signature of Authorised Representative

Print full name

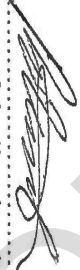
Signature of Authorised Representative


Print full name



## Caveator's consent

Eucalypt Property Pty Ltd ACN 125174236 as caveator under registered caveat no. AT899239J, registered on certificate of title volume 08807 folio 339, consents to the registration of this Agreement on the that certificate of title.

  
Signature of Authorised Representative .....  
Print full name ..... *APRIL ANN BAKER*

  
Signature of Authorised Representative .....  
Print full name ..... *NATHAN BLACKBURN*





# Department of Environment, Land, Water & Planning

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

Produced 13/05/2025 08:48:08 PM

Status	Registered	Dealing Number	AW778479M
Date and Time Lodged	28/04/2023 05:48:53 PM		

### Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	MYM:S173: 8940424

## APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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### Privacy Collection Statement

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### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

12384/191  
12466/223

### Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173  
Planning & Environment Act - section 173

### Applicant(s)

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





# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

### Additional Details

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

### Execution

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

Executed on behalf of	WHITTLESEA CITY COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	28 APRIL 2023

### File Notes:

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Statement End.



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## Maddocks

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DX 259 Melbourne

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

Subject Land: 80B and 100 Craigieburn Road, Wollert

Whittlesea City Council  
and

Eucalypt Property Pty Ltd  
ACN 125 174 236





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

Dated

---

## Parties

Name	Whittlesea City Council
Address	Civic Centre, Ferres Boulevard, South Morang, VIC
Short name	Council
Name	Eucalypt Property Pty Ltd
	ACN 125 174 236
Address	Cedarwoods Properties Ltd, G 50, Colin Street, West Perth, WA
Short name	Owner

---

## Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Eucalypt is the Owner is or is entitled to be the registered proprietor of 100 Craigieburn Road.
- C. Eucalypt is the Owner is or is entitled to be the registered proprietor of 80B Craigieburn Road.
- D. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in conditions 15 and 16 of the Planning Permit.
- E. As at the date of this Agreement:
  - E.1 100 Craigieburn Road is encumbered by a mortgage in favour of the Mortgagee; and
  - E.2 80B Craigieburn Road is encumbered by a mortgage in favour of the Mortgagee.
- F. The Mortgagee consents to the Owner entering into this Agreement.





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## The Parties agree

---

### 1. Definitions

In this Agreement unless the context admits otherwise:

**80B Craigieburn Road** means the land referred to in certificate of title volume 12384 folio 191.

**100 Craigieburn Road** means the land referred to in certificate of title volume 12466 folio 223.

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

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

**Balance Cost** means the cost to complete the outstanding and remaining obligations and/or recommendations of the Conservation Management Plan which, at the time that a Statement of Compliance is issued for the last Stage have not yet been incurred by the Owner and will be agreed between the Parties in accordance with clause 7. .

**Construction Plans** means engineering drawings:

- (a) identifying construction works including roads, bridges, culverts, paths and trails; and
- (b) endorsed with the stamp of Council from time to time as plans which form part of the Planning Permit.

**Construction Works** means the works identified and carried out in accordance with the Construction Plans.

**Current Address** means:

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

**Current Email** means:

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

**Development** means the development of the Subject Land in accordance with the Planning Permit.

**Endorsed Plan** means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.





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**Eucalypt** means Eucalypt Property Pty Ltd ACN 125 174 236.

**Local Conservation Reserve** means any local conservation reserve shown on Plan 2 – Future Urban Structure in the Wollert Precinct Structure Plan, and which is on the Subject Land.

**Lot** means a lot created by a subdivision of the Subject Land whether in accordance with the Planning Permit or otherwise.

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

**Matters of National Environmental Significance** means matters of national environmental significance protected under the *Environment Protection and Biodiversity Conservation Act 1999* (Cth).

**Owner** means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

**Owner's obligations** includes the Owner's specific obligations and the Owner's further obligations.

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

**Planning Permit** means planning permit numbers 720072 (issued on 23 February 2022) and 719412 (issued on 16 July 2021), as amended from time to time, authorising a subdivision of the Subject Land in accordance with plans endorsed by Council.

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

**Residential Lot** means a lot created by subdivision of the Subject Land which, in the opinion of Council, is of a size and dimension intended to be developed as a house lot without further subdivision.

**Senior Representative** means:

- (a) in respect of the Council, **Manager - Building and Planning;**
- (b) in respect of the Owner, **Ryan Beer,**

or such other person appointed to this role from time to time by notice in writing to the other Party.

**Subject Land** means, collectively, 80B Craigieburn Road and 100 Craigieburn Road and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

**Wollert Precinct Structure Plan** means the Wollert Precinct Structure Plan dated June 2017, as amended from time to time and incorporated in the Planning Scheme.





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## **2. Interpretation**

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

---

## **3. Purposes of Agreement**

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

- 3.1 give effect to conditions 15 and 16 of the Planning Permit; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

---

## **4. Reasons for Agreement**

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

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





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## 5. Agreement required

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

---

## 6. Owner's specific obligations

The Owner covenants and agrees:

- 6.1 to prepare a conservation management plan for the Local Conservation Reserve (**CMP**) prior to the approval of any Construction Plans;
- 6.2 to implement and comply with all provisions, requirements and recommendations contained in the CMP;
- 6.3 that its obligations under this Agreement will continue until the earlier of:
  - 6.3.1 10 years from the commencement of the works required under the CMP; or
  - 6.3.2 the issue of a Statement of Compliance for the last Stage;
  - 6.3.3 any other milestone prior to the issue of a Statement of Compliance for the last Stage and as agreed to by Council;
- 6.4 that if clause 6.3.2 or 6.3.3 applies, prior to the issue of a Statement of Compliance for the last Stage, the Owner must pay to Council the Balance Cost;
- 6.5 the CMP must:
  - 6.5.1 include:
    - (a) a detailed map of the Local Conservation Reserve including:
      - (i) high quality vegetation patches;
      - (ii) location of any threatened species, revegetation or direct seeding zones;
      - (iii) location of fuel breaks; and
      - (iv) locations of any pest animal warrens or dens;
    - (b) a comprehensive species list including indigenous and exotic species;
    - (c) a table of management actions that must:
      - (i) be costed for each year of the CMP;
      - (ii) include delivery timeframes;
      - (iii) in relation to fuel breaks, provide:
        - (A) for the establishment and annual maintenance of fuel breaks;





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- (B) all fuel breaks must be delineated using red galvanised and powder coats posts (1.1m x 50mm), evenly spaced (20m-30m apart) and at each corner of the Local Conservation Reserve;
  - (C) that the inside of each fuel break must be established to 25 metres from the nearest dwelling;
  - (d) refer to tailored management and monitoring of any significant or threatened species (flora and fauna) and noxious weeds as declared under the *Catchment and Land Protection Act 1994* (Vic) or those identified as priorities for control or prescribed Pest Plants under Council's local laws as available on Council's website from time to time or any other weeds considered to be of national significance;
  - (e) refer to pest animal management;
  - (f) provision of progress reports to:
    - (i) be provided to the Council at years 1, 3, 5, 8 and 10; and
    - (ii) include outcomes of monitoring conducted on site and progress made towards delivering the management actions.
  - (g) provision for the installation of permanent interpretive signage;
  - (h) detail the locations and contents of all interpretative signage;
- 6.5.2 provide for:
- (a) early securing and fencing of the Local Conservation Reserve and establishment of interpretive signage prior to the subdivision or commencement of Construction Works on any part of the Subject Land;
  - (b) a 10-year action plan providing for:
    - (i) the protection of all areas proposed for rehabilitation;
    - (ii) biodiversity improvement works and actions focussing on improving the Grassy Eucalypt Woodland of the Victorian Volcanic Plain and other Matters of National Environmental Significance;
    - (iii) re-vegetation and landscaping, pest plant and animal control, soil stabilisation, and on-going maintenance and monitoring;
- 6.5.3 where possible, identify stage triggers for the completion of the action items within the 10 year action plan referred to in clause 6.5.2;
- 6.5.4 be consistent with the Local Conservation Reserve Treatment and Management Guidelines in the Wollert Precinct Structure Plan;

all at the full cost of the Owner and to Council's satisfaction. As at the date of this Agreement, Council acknowledges that the Owner has complied with its obligations under clause 6.1 and 6.5 and the CMP may be amended but with the prior written approval of Council, approval not to be unreasonably withheld.





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## 7. Balance Cost

- 7.1 The Parties acknowledge and agree that:
- 7.1.1 as at the date of this Agreement, the Balance Cost is an estimate only; and
  - 7.1.2 the Parties will work together to agree on the final Balance Cost, in accordance with clauses 7.2 and 7.6.
- 7.2 Having regard to the timeframes specified in clause 6.3, the Owner will:
- 7.2.1 submit to Council its proposed updated Balance Cost (**Updated Balance Cost**), which must be prepared by a suitably qualified expert;
  - 7.2.2 cover the costs and expenses of a suitably qualified expert engaged by Council to peer review and advise Council (**Peer Review Advice**) on the Updated Balance Cost;
- 7.3 Within 20 Business Days of receiving the aforementioned Peer Review Advice, Council must in writing either:
- 7.3.1 approve the Updated Balance Cost; or
  - 7.3.2 request changes to Updated Balance Cost, with details and reasons of the requested changes.
- 7.4 If Council:
- 7.4.1 does not comment on or otherwise approve the Updated Balance Cost within the time frame specified in clause 7.3, the Updated Balance Cost is deemed to be accepted and will be the Balance Cost for the purposes of this Agreement; or
  - 7.4.2 requests changes in accordance with clause 7.3.2, the Parties must meet within 10 Business Days of Council's request under this clause 7.4.2 to discuss the requested changes (**Meeting**).
- 7.5 If a Meeting is required, all Parties must act reasonably and in good faith to discuss Council's requested changes and agree on any amendments to the Updated Balance Cost (**Further Updated Balance Cost**).
- 7.6 If at the Meeting:
- 7.6.1 the Parties agree on the Further Updated Balance Cost then the Further Updated Balance Cost is deemed to be the Balance Cost for the purposes of this Agreement; or
  - 7.6.2 the Parties cannot agree, then the dispute resolution mechanism in clause 9 will apply.

---

## 8. Owner's further obligations

### 8.1 Notice and registration

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





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## 8.2 Further actions

The Owner:

- 8.2.1 must do all things necessary to give effect to this Agreement;
- 8.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act; and
- 8.2.3 agrees to do all things necessary to enable Council to do so, including:
  - (a) sign any further agreement, acknowledgment or document; and
  - (b) obtain all necessary consents to enable the recording to be made.

## 8.3 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 8.3.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 8.3.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 8.3.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

---

## 9. Dispute resolution

### 9.1 Dispute or difference

If a dispute or difference between the Parties arises out of or in connection with clause 7 of this Agreement (**Dispute**), then either Party may deliver by hand or send by certified mail to the other Party a written notice which complies with clause 9.2 (**Notice of Dispute**).

### 9.2 Form of a Notice of Dispute

A Notice of Dispute must:

- 9.2.1 state that it is a notice issued under clause 9.1; and
- 9.2.2 identify and provide adequate details of the Dispute so as to enable the other Party to fully understand the nature of the Dispute.

### 9.3 Executive negotiation

The parties must procure that their Senior Representative respectively meet at least once within 5 Business Days from the date of the Notice of Dispute to attempt to resolve the Dispute. If their representatives do not resolve the Dispute within such period, then either Party may by a written notice to the other Party refer the Dispute to be determined by an expert under clause 9.4.

### 9.4 Expert Determination

- 9.4.1 The Parties may appoint an independent person to serve as an Expert within 10 Business Days of issuing the notice referred to in clause 9.3. If the Parties are





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unable to agree on an independent expert to serve as the Expert, then a Party may request that the President of the UDIA Victoria appoint a suitably qualified person to act as an Expert.

9.4.2 The Parties may make written submissions to the Expert.

9.4.3 The Parties must instruct the Expert that the Expert:

- (a) acts as an Expert and not an arbitrator;
- (b) may decide on rules of conduct in their absolute discretion and make enquiries into the matters to be determined as the Expert thinks fit, including receiving submissions and taking advice from any persons that the Expert considers appropriate and requiring the Parties to provide material in their possession and control which is reasonably relevant to the issues in dispute;
- (c) must give a written decision (including reason); and
- (d) must endeavour to give that reason as soon as practicable.

9.4.4 Each Party is to bear its own costs in relation to the Dispute. The Expert must decide the proportion in which each Party is to bear the costs of the Expert having regard to the extent a Party has acted unreasonably or been at fault.

9.4.5 The determination of the Expert is conclusive and binding on the Parties except in the case of fraud, bias or manifest error of fact or Law.

## 9.5 Summary relief

Nothing in this clause 9 will prejudice the right of a Party to seek urgent injunctive or declaratory relief in respect of any matter arising out of this Agreement.

---

## 10. Agreement under s 173 of the Act

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

---

## 11. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

---

## 12. Successors in title

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

12.1 give effect to this Agreement; and

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





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### **13. General matters**

#### **13.1 Notices**

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

13.1.1 personally on the other Party;

13.1.2 by leaving it at the other Party's Current Address;

13.1.3 by posting it by priority prepaid post addressed to the other Party at the other Party's Current Address; or

13.1.4 by email to the other Party's Current Email.

#### **13.2 Counterparts**

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

#### **13.3 Electronic Execution**

13.3.1 Each party consents to the signing of this Agreement by electronic means. The Parties agree to be legally bound by this Agreement signed in this way.

13.3.2 Each Party reserves the right to sign this Agreement by electronic means, including by use of software or an online service for this purpose.

#### **13.4 No waiver**

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

#### **13.5 Severability**

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

#### **13.6 No fettering of Council's powers**

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

#### **13.7 Inspection of documents**

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

#### **13.8 Governing law**

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





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## **14. Commencement of Agreement**

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

---

## **15. Ending of Agreement**

15.1 This Agreement will end:

15.1.1 with respect to any part of the Subject Land that is not a Local Conservation Reserve, upon the issue of a Statement of Compliance which subdivides the Subject Land so as to differentiate between that part of the Subject Land which is and is not a Local Conservation Reserve;

15.1.2 with respect to a Residential Lot external to a Local Conservation Reserve, upon the issue of a Statement of Compliance relating to a subdivision which creates the Residential Lot, provided that the Agreement must remain registered on any part of the Subject Land which is a Local Conservation Reserve at all times; or

15.1.3 otherwise in accordance with the Act.

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





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---

## Signing Page

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


**Signed, Sealed and Delivered** by the  
Manager Building and Planning on behalf of  
**Whittlesea City Council** pursuant to the  
power delegated to them by an Instrument  
of Delegation in the presence of:

DocuSigned by:  
  
A2E2AEAD67FD44A.....

Witness

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

)  
)  
)  
)  
).....  
Delegate

DocuSigned by:  
  
08629D29C6AF464...





Maddocks

**Executed by Eucalypt Property Pty Ltd** )  
**ACN 125 174 236** by its attorney under a power of )  
attorney dated 23 February 2022 (who have no notice )  
of revocation of that power of attorney as at the date of )  
signing) in the presence of:

*Ryan Beer*

.....  
Signature of Attorney

**Ryan Beer**

.....  
Print full name  
P.O.A Dated 23 Feb 2022

*Patrick Archer*

.....  
Signature of Attorney

**Patrick Archer**

.....  
Print full name  
P.O.A Dated 23 Feb 2023





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Mortgagee Consent

**ANZ Fiduciary Services Pty Ltd** in its capacity as mortgagee under instruments AU995528G, AW383807X and AW560394L consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement:

.....

INFORMATION ONLY  
AW383807X





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Mortgagee and Caveator's Consent

Signed for and on behalf of **ANZ Fiduciary Services Pty Ltd ABN 91 100 709 493** by its attorney under power of attorney dated 12 July 2016 in the presence of:



WITNESS

Print Name: **TREVOR O'LEARY**

Occupation: **BANKER**

Address: **242 PITT STREET  
SYDNEY NSW 2000**

By executing this document the attorney states that he/she has received no notice of revocation of the power of attorney



ATTORNEY

Print Name: **MICHAEL DAWKINS**

Position Held: **HEAD OF AGENCY SERVICES**





# Department of Environment, Land, Water & Planning

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Produced 13/05/2025 08:48:03 PM

Status	Registered	Dealing Number	AX013354U
Date and Time Lodged	05/07/2023 08:39:04 AM		

### Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	TGM: 9088379

## APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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### Privacy Collection Statement

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### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

12384/191  
12456/972  
12478/169

### Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173  
Planning & Environment Act - section 173

### Applicant(s)

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





# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

Postcode 3752

### Additional Details

Refer Image Instrument

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

### Execution

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

Executed on behalf of	WHITTLESEA CITY COUNCIL
Signer Name	ZINA TEOH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	05 JULY 2023

### File Notes:

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**Date**        /        /  
  
29/6/2023

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

Subject Land: 80A, 80B & 100 Craigieburn Road Wollert

Purpose of Agreement: WIK for Infrastructure Projects, Land Projects and Public Open  
Space

**City of Whittlesea**

and

**Eucalypt Property Pty Ltd ACN 125 174 236**

**Interstate offices**  
Canberra Sydney

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





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

**Dated**        /        / 29/6/2023

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## Parties

Name	<b>City of Whittlesea</b>
Address	25 Ferres Boulevard, South Morang, Victoria
Short name	<b>Council</b>
Name	<b>Eucalypt Property Pty Ltd ACN 125 174 236</b>
Address	Cedar Woods Properties Ltd 50 Colin Street, West Perth, Western Australia
Short name	<b>Owner</b>

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## Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the Collecting Agency and the Development Agency under the Development Contributions Plan.
- C. Council enters into this Agreement in its capacity as the responsible authority and in its capacity as both the Collecting Agency and the Development Agency.
- D. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- E. The Development Contributions Plan applies to the Subject Land. It specifies the contributions required to fund infrastructure necessary as a result of development of the area for urban purposes.
- F. The Owner has asked Council for permission to carry out certain Infrastructure Projects.
- G. The Owner has asked Council for permission to transfer to or vest in Council the Land Projects.
- H. Council has agreed that the Owner will:
- H.1 carry out the Infrastructure Projects; and
- H.2 transfer the Land Projects to Council,
- in return for a credit against its development contribution liability under the Development Contributions Plan.



- I. As at the date of this Agreement, part of the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.
- J. As at the date of this Agreement, part of the Subject Land is subject to a caveat. The caveator consents to the recording of this Agreement on the relevant certificate of title to the Subject Land.

## The Parties agree:

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### 1. Definitions

In this Agreement unless the context admits otherwise:

**Act** means the *Planning and Environment Act 1987* (Vic).

**Agreed Infrastructure Project Value** in relation to an Infrastructure Project means the amount specified for the Infrastructure Project in Schedule 3.

**Agreed Land Value** in relation to a Land Project means the amount specified for the Land Project in Schedule 4.

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

**Approved Plans** means the Designs of an Infrastructure Project approved by Council under clause 7 of this Agreement.

**Averaged Equalisation Payment Rate** means the total Equalisation Payment due divided by the total NDA (Hectare) as specified in Schedule 5.

**Bank Guarantee** means a bank guarantee or other form of security in the amount of 5% of the Agreed Infrastructure Project Value or such other amount as is agreed between the parties.

**Business Days** means a day which is not a public holiday, a Saturday or Sunday in the State of Victoria.

**Certificate of Practical Completion** means a written certificate issued by Council in its capacity as the Development Agency stating that an Infrastructure Project has been completed to the satisfaction of Council in its capacity as Development Agency.

**Collecting Agency** means the collecting agency under the Development Contributions Plan.

**Construction Program** means a program in relation to the construction of any Infrastructure Project and without limiting the generality of its content, the Construction Program may include key milestones at which time Council in its capacity as Development Agency must be able to inspect the construction and progression of the Infrastructure Project, as may be amended from time to time if agreed by the Development Agency.

**Credit** means a credit in the amount of the Agreed Land Value or the Agreed Infrastructure Project Value as the case may be, which has accrued to the Owner under this Agreement and which may be offset against the Owner's liability to pay the Development Infrastructure Levy for the Subject Land.

**Current Address** means:



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

**Current Email** means:

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

**Defect** means any defect, fault, shrinkage or omission in the Infrastructure Project or any other aspect of the Infrastructure Project which is not in accordance with this Agreement or the Approved Plans.

**Designs** means the detailed design and engineering plans and specifications of an Infrastructure Project prepared in accordance with this Agreement clause 7.

**Development Agency** means the development agency under the Development Contributions Plan.

**Development Infrastructure Levy** means the development infrastructure levy that is required to be paid upon development of the Subject Land calculated and adjusted in accordance with the Development Contributions Plan.

**Development Contributions Plan or DCP** means the Development Contributions Plan referred to in Schedule 1, being an incorporated document in the Planning Scheme.

**Equalisation Payment** means the amount specified in Schedule 5 (if any) as the amount required to be paid by the Owner to Council as the Averaged Equalisation Payment. This amount is calculated by reference to the percentage difference (expressed as a dollar amount) between:

- the area of Open Space Land that the Owner is required to provide to Council under this Agreement; and
- the Open Space Contribution that the Owner is required to make as shown in Schedule 5.

**Equalisation Reimbursement** means the amount specified in Schedule 6 (if any) as the amount required to be paid to the Owner by Council as an Equalisation Reimbursement paid as the Averaged Equalisation Reimbursement Amount. This amount is calculated by reference to the percentage difference between:

- the area of Open Space Land that the Owner is required to provide to Council under this Agreement; and
- the Open Space Contribution that the Owner is required to make as shown in Schedule 5.

**GAIC** means the Growth Areas Infrastructure Contribution under the Act.

**GST Act** means the *New Tax System (Goods and Services Tax) Act 1999* (Cwlth), as amended from time to time.



**Independent Certifier** means such architect, quantity surveyor, project manager, or other expert relevant to each Infrastructure Project as appointed by the Owner and approved by Council.

**Indexation** means an annual adjustment to an amount carried out as follows unless a different form of adjustment is specified in this Agreement:

Infrastructure Projects

- For an Infrastructure Project which comprises roads, intersections or bridges, the indexation is to be in line with the Australian Bureau of Statistics Producer Price Indexes, Road and Bridge Construction Index, Victoria.
- For an Infrastructure Project which comprises community infrastructure including recreation infrastructure, the indexation is to be in line with the Australian Bureau of Statistics Producer Price Indexes, Non-Residential Building Construction Index, Victoria.

Land Projects

- For a Land Project using the CPI as the adjustment index.

Open Space Land

- For Open Space Land using the CPI as the adjustment index -

in all instances, to be adjusted annually, as of the 1<sup>st</sup> of July each year.

**Infrastructure Project** means a project or projects identified in Schedule 3.

**Inherent GAIC Liability** means the current or future liability of the Subject Land for GAIC upon the happening of a GAIC event as defined and described in the Act whether that event occurs before, at or after the provision of any land to Council.

**Land Project** means land which is described in Schedule 4 and which under this Agreement is required to be provided to Council.

**Localised Infrastructure** means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices and which is not funded by the Development Contribution Plan.

**Maintenance Period** means the period specified in Schedule 6 commencing on the date of the Certificate of Practical Completion of an Infrastructure Project.

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

**Net Developable Hectare** means, in relation to specified land, each hectare of Net Developable Area comprising that specified land.

**Net Developable Area** means the total area of the Subject Land, less land requirements for high order transport networks, education and community facilities, utilities transmission easements, Melbourne Water waterway corridors, wetlands and retarding basins, State and local conservation reserves, open space (sports reserve and local parks), and land identified for future quarrying activities.

**Open Space Equalisation** means the process of balancing the Public Open Space Contribution made by the Owner so that the overall Public Open Space Contribution made by the Owner in respect of the Subject Land is not less than or greater than the Public Open



Space Contribution as specified in clause 53.01 of the Planning Scheme for the Subject Land.

**Open Space Land** means unencumbered land for public open space which is identified in Schedule 5.

**Open Space Land Value** means the amount specified in Schedule 5 as the Open Space Land Value.

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

**Party or Parties** means the parties to this Agreement.

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

**Planning Permit** means the planning permit referred to in Schedule 2, as amended from time to time.

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

**Precinct Structure Plan** means the Wollert Precinct Structure Plan as incorporated in the Planning Scheme as amended from time to time.

**Project Control Group** means a group comprised of the Owner or a representative of the Owner and representative of Council established in accordance with clause 6.4.

**Provision Trigger** means the milestone or provision trigger set out in the relevant columns of Schedule 3 or Schedule 4 as the case may be.

**Public Infrastructure Plan**<sup>1</sup> means the plan endorsed under the Planning Permit as the public infrastructure plan.

**Public Open Space Contribution** means the public open space contribution that the Owner is required to make under the Schedule to clause 53.01 of the Planning Scheme in respect of the Subject Land.

**Residential Lot** means a lot created by subdivision of the Subject Land which, in the opinion of Council, is of a size and dimension intended to be developed as a house lot without further subdivision.

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

**Stage** is a reference to a stage of subdivision of the Subject Land.

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

**Subject Land** means all of the land described in Schedule 7 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

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<sup>1</sup> Delete this definition if not used.



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## **2. Interpretation**

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.5 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.6 the Background forms part of this Agreement;
- 2.7 a reference to Council means a reference to Council in its capacity as Collecting Agency and Development Agency unless otherwise specified;
- 2.8 any agreement, representation, warranty or indemnity by 2 or more persons and the Owner's obligations take effect and bind them as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.



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### **3. Purpose and reasons for Agreement**

The Parties acknowledge and agree that the purpose and reasons for this Agreement are to:

- 3.1 record the terms and conditions on which Council agrees to the Owner providing an Infrastructure Project;
- 3.2 record the terms and conditions on which Council agrees to the Owner providing any Land Project to Council;
- 3.3 record the provision of Open Space Land and where relevant any agreed Land Equalisation; and
- 3.4 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

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### **4. Agreement required**

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required or unless it is ended in accordance with clause 27.

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### **5. Payment of Development Infrastructure Levy**

The Parties agree that:

- 5.1 subject to this Agreement, the Owner is required to pay the Development Infrastructure Levy in cash on a stage by stage basis unless the Subject Land has a Credit available to it in accordance with this Agreement;
- 5.2 notwithstanding any other provision of this Agreement, if Council becomes liable to pay money to the Owner by operation of this Agreement such liability must be paid by Council to the Owner unless the Owner instructs Council otherwise;
- 5.3 any component of the Development Infrastructure Levy which is not offset by an entitlement to a Credit must be paid to Council prior to the issue of the Statement of Compliance for subdivision of the Subject Land as a result of which the obligation to pay the Development Infrastructure Levy arises or at such other time as is specified in this Agreement; and
- 5.4 prior to the issue of a Statement of Compliance for the final stage of the subdivision or development of the Subject Land, Council will undertake a reconciliation of the Owner's obligations and entitlements under this Agreement to ensure that the Development Infrastructure Levies paid in respect of the Subject Land reflects the Net Developable Area and upon that reconciliation being undertaken –
  - 5.4.1 Council must within 28 days pay to the Owner any amount that is identified as owing to the Owner; and
  - 5.4.2 the Owner must within 28 days pay to Council any amount that is identified as owing to Council.



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## **6. Infrastructure Projects as Works in kind**

### **6.1 Provision of Infrastructure Projects**

The Owner must deliver or procure delivery of each Infrastructure Project:

- 6.1.1 in accordance with the Approved Plans;
- 6.1.2 so that a Certificate of Practical Completion is issued prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 6.2.1;
- 6.1.3 in accordance with the Public Infrastructure Plan; and
- 6.1.4 in accordance with any Construction Program provided to Council by the Owner.

### **6.2 Time for completion of Infrastructure Projects**

The Owner agrees that the provision of an Infrastructure Project under this Agreement is deemed to be public works for the purposes of section 21(1) of the *Subdivision Act 1988* and that if the Owner does not have a Certificate of Practical Completion for an Infrastructure Project issued by the relevant Provision Trigger for that Infrastructure Project or such other later time as Council has agree in writing, Council may:

- 6.2.1 in its capacity as the Collecting Agency, in writing, extend the timeframe; or
- 6.2.2 in its capacity as Council, refuse to issue any Statements of Compliance in respect of the development of the Subject Land until a Certificate of Practical Completion been issued for the Infrastructure Project .

### **6.3 Extension of time**

- 6.3.1 If the Owner becomes aware of anything which will, or is likely to cause, delay to the achievement of a Certificate of Practical Completion of the relevant Infrastructure Project, the Owner must give Council written notice of the cause and the estimated delay.
- 6.3.2 Provided the Owner complies with clause 6.3.1 Council may, acting reasonably, grant an extension of time for delivery of the relevant Infrastructure Project and modify the Provision Trigger accordingly, if the delay is caused by
  - (a) loss or damage by fire, flood, explosion, earthquake, lightning, storm, tempest, riot or civil commotion;
  - (b) any act, default or omission of Council;
  - (c) any variation requested by Council;
  - (d) any delay in any Authority in giving any approval or consent, or giving a direction to suspend the relevant Infrastructure Project;
  - (e) an event of force majeure;
  - (f) any prohibition or embargo imposed by any legislation or regulation that is not in place as at the date of this Agreement;
  - (g) any disputes between employers and employees, strikes, lockouts, stoppages or any like action that affects any builder or contractors, any of the trades employed in carrying out the relevant Infrastructure Project or any



supplier of the material or services required for the relevant Infrastructure Project, provided the Owner has not caused or contributed to these events; or

- (h) any civil commotion or industrial action beyond the control of the Owner which prevents the relevant Infrastructure Project from proceeding or continuing.

#### **6.4 Project Control Group**

The Parties agree that if requested by Council in writing at a time after the commencement of this Agreement, then, prior to the commencement of any works associated with the provision of any Infrastructure Project, a Project Control Group must:

- 6.4.1 be established jointly by the Parties to discuss the Construction Program associated with any Infrastructure Project and the general progress of each Infrastructure Project;
- 6.4.2 include equal representation from Council and the Owner or the Owner's representatives;
- 6.4.3 be chaired by a representative of Council; and
- 6.4.4 hold meetings at intervals to the satisfaction of Council.

#### **6.5 Obligation to complete Infrastructure Projects once commenced**

The Owner agrees that when the Owner commences works associated with an Infrastructure Project, the Owner must complete the Infrastructure Project in accordance with this Agreement regardless of whether the total cost of completing the Infrastructure Project exceeds the Agreed Infrastructure Project Value.

#### **6.6 Agreed Infrastructure Project Value**

The Parties agree that the Agreed Infrastructure Project Value is a fixed amount subject only to Indexation in the manner and up to the time, specified in this Agreement.

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### **7. Design of Infrastructure Projects**

The Owner agrees that:

- 7.1.1 the Owner must, at the full cost of the Owner, prepare the Designs of each Infrastructure Project and submit the Designs to Council for approval;
- 7.1.2 Council's approval of the Designs will be reflected in a set of plans and specifications endorsed by Council as the Approved Plans in accordance with clause 7.2;
- 7.1.3 the Owner must obtain all necessary permits and approvals for the Infrastructure Projects including all permits and approvals required for works surrounding the site of the Infrastructure Project such as for service relocations, driveway alteration and the like; and
- 7.1.4 if required by Council, prior to awarding any contract for the Infrastructure Projects, the Owner must submit to Council for Council's reference:
  - (a) a copy of the terms and conditions of the proposed contract; and



- (b) a copy of the proposed Construction Program.

## **7.2 Approval of Designs**

7.2.1 The Owner must:

- (a) upon finalisation of the concept design for each Infrastructure Project; and
- (b) upon finalisation of the detailed design for each Infrastructure Project,

prepare and submit to Council for approval the plans and specifications for the construction of each Infrastructure Project.

7.2.2 The Owner must take all reasonable steps to ensure that the plans and specifications for the construction of any Infrastructure Project are prepared with due care and skill so that, if the works are constructed in accordance with the plans and specifications, any Infrastructure Project will be fit for its intended purpose.

7.2.3 Within 20 Business Days of submission under clause 7.2.1 Council will give notice to the Owner as to whether the plans and specifications are approved by Council or provide any comments to the Owner, and if approved those plans will be the Approved Plans.

7.2.4 If Council provides any comments on the plans and specifications under clause 7.2.3, those comments must take into account and be consistent with the DCP and the Owner must take account of those comments to the extent it is reasonable to do so and re-submit the plans and specifications to Council for approval.

7.2.5 The process set out in clauses 7.2.3 to 7.2.4 will apply until such time as the plans and specifications are approved by Council or are deemed approved pursuant to clause 7.2.6 and the reference to '20 Business Days' in clauses 7.2.3 is to be read as '10 Business Days'.

7.2.6 If Council does not give approval or provide any comments within the time prescribed in clause 7.2.3, the plans and specifications will be deemed approved.

7.2.7 Where a dispute arises between Council and the Owner as to the compliance, suitability or desirability of any part of a proposed Design, plan or specification, either party may give written notice to the other requiring a meeting of senior executives for the purpose of resolving the dispute. The meeting of senior executives must be:

- (a) convened within 5 Business Days after delivery of the written notice, or such other period as the parties may agree in writing;
- (b) attended by senior officers of each party with authority to resolve the dispute on behalf of the relevant party;
- (c) attended by the parties in good faith and with a view to resolving the dispute.

## **7.3 Variation of Approved Plans**

There must be no further variations to the Approved Plans without the prior written consent of Council in its capacity as Development Agency.



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## **8. Construction of Infrastructure Projects**

The Owner agrees that in providing each Infrastructure Project:

- 8.1.1 the Owner is responsible for all design and construction risks in relation to the Infrastructure Projects;
- 8.1.1 Council has no responsibility for any costs incurred by the Owner beyond the Agreed Infrastructure Project Value Standard of work

In addition to any other requirement in this Agreement, the Owner agrees that all work for an Infrastructure Project must:

- 8.1.2 accord with the Approved Plans;
- 8.1.3 be fit and structurally sound, fit for purpose and suitable for its intended use;
- 8.1.4 not encroach upon any land other than the land shown in the Approved Plans; and
- 8.1.5 comply with any relevant current Australian Standard unless otherwise agreed in writing by Council in its capacity as development agency.

## **8.2 Completion of an Infrastructure Project**

The Owner must complete each Infrastructure Project by the Provision Trigger, unless such Provision Trigger is extended by Council in its sole and absolute discretion.

## **8.3 Access to other land**

- 8.3.1 Before accessing land owned by Council or a third party for the purpose of constructing an Infrastructure Project or for undertaking any maintenance or repair of defects in respect of an Infrastructure Project in accordance with this Agreement, the Owner must satisfy Council or if requested by a third party, that person, that the Owner has:
  - (a) consent of the owner of land to access such land; and
  - (b) satisfied any condition of such consent;
- 8.3.2 The Owner is responsible for putting in place all proper occupational health and safety plans as may be required under any law of the State of Victoria for that purpose.
- 8.3.3 Subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project to be constructed and completed, maintained or repaired in accordance with this Agreement.

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## **9. Certificate of Practical Completion**

### **9.1 Certificate of Practical Completion**

Council will issue a Certificate of Practical Completion for an Infrastructure Project when the Infrastructure Project, or any stage of it as specified in this Agreement or as otherwise agreed with Council in its capacity as Development Agency, has been completed to the



satisfaction of Council in its capacity as Development Agency in accordance with this Agreement.

## **9.2 Procedure for Certificate of Practical Completion**

The Parties agree that:

- 9.2.1 upon the completion of an Infrastructure Project, the Owner must notify Council and any other relevant authority and provide to Council all as-built plans and drawings, licences, warranties and insurance policies in connection with the Infrastructure Project;
- 9.2.2 within 10 days of receiving notice of the completion of an Infrastructure Project from the Owner, Council will arrange for it and any other relevant authority to promptly inspect the Infrastructure Project and determine whether Council will issue a Certificate of Practical Completion;
- 9.2.3 prior to Council being required to issue a Certificate of Practical Completion, the Owner must provide to Council:
  - (a) a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Infrastructure Project; and
  - (b) a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project;
- 9.2.4 if Council is not satisfied that the Infrastructure Project has been completed in accordance with the requirements of this Agreement (acting reasonably), Council may refuse to issue a Certificate of Practical Completion provided Council:
  - (a) identifies in what manner the Infrastructure Project is not satisfactorily completed; and
  - (b) what must be done to satisfactorily complete the Infrastructure Project;
- 9.2.5 Council may, notwithstanding a minor non-compliance or minor non-completion, determine to issue a Certificate of Practical Completion if Council in its capacity as Development Agency is satisfied that the proper construction of the Infrastructure Project can be secured or otherwise guaranteed to its satisfaction.
- 9.2.6 If Council notifies the Owner that it refuses to issue a Certificate of Practical Completion, the Owner must:
  - (a) undertake any further works it considers are required to complete the relevant Infrastructure Project; and
  - (b) notify Council when it has completed such works,following which, Council must then:
  - (c) attend an inspection of the works, jointly with the Owner, within 7 days of receiving notice from the Owner under clause 9.2.6(b); and
  - (d) within 7 days of that joint inspection either issue a Certificate of Practical Completion, or a notification that it refuse to issue a Certificate of Practical Completion provided that clause 9.2.4(a) and 9.2.4(b) will apply.



- 9.2.7 If Council notifies the Owner under clause 9.2.6(d) that it refuses to issue a Certificate of Practical Completion, the process set out in clause 9.2.6 will apply (provided it will only apply on two occasions).
- 9.2.8 Unless the parties agree otherwise, if, after adopting the process set out in clauses 9.2.6 and 9.2.7, Council issues a notification that it refuse to issue a Certificate of Practical Completion, an Independent Certifier will be appointed to provide advice on whether the relevant Infrastructure Project has been completed, and the following will apply:
- (a) either party may instruct the Independent Certifier to prepare a report detailing the works it considers are required to enable a Certificate of Practical Completion to be issued (**PC Report**);
  - (b) the Independent Certifier must:
    - (i) prepare that PC Report as soon as practicable and be instructed on terms that require 14 day completion;
    - (ii) first issue the PC Report in draft for comment of the parties within 7 days of issue; and
    - (iii) then issue the final PC Report.
- 9.2.9 The Owner must then undertake the works specified in the PC Report that the Independent Certifier considers are required so that a Certificate of Practical Completion can be issued.
- 9.2.10 When the Owner considers that it has completed such works, it must notify Council and the Independent Certifier, and the Independent Certifier must inspect the works within 7 days after receipt of such notice.
- 9.2.11 Within 7 days of such inspection, the Independent Certifier must either issue a notice confirming that a Certificate of Practical Completion can be issued, or issue a notice confirming that is not satisfied that the works have been completed with details of the further works that are required so that a Certificate of Practical Completion can be issued.
- 9.2.12 The Owner must then repeat the process under clauses 9.2.9 and 9.2.10 until a Certificate of Practical Completion can be issued.
- 9.2.13 If works are completed and confirmed to be completed by the Independent Certifier, then Council must issue a Certificate of Practical Completion within 7 Business Days of that confirmation.
- 9.2.14 The Parties agree that the costs of any Independent Certifier will be borne by the Owner.

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## 10. Risk

### 10.1 Care of the Infrastructure Project

Until a Certificate of Practical Completion is issued in respect of an Infrastructure Project, responsibility for care of the Infrastructure Project remains with Owner.



## **10.2 Insurance**

The Owner will, or must procure that its contractors, have any necessary insurances to cover the risks of undertaking each Infrastructure Project, including professional indemnity insurance where an Infrastructure Project involves design and otherwise public liability and contract works insurance and must provide evidence of those insurances upon request.

## **10.3 Maintenance Period of Infrastructure Projects**

10.3.1 Upon the issue of a Certificate of Practical Completion, an Infrastructure Project is subject to a Maintenance Period.

10.3.2 The Owner must, during the Maintenance Period, rectify all Defects in each Infrastructure Project within a reasonable time of being notified by Council and the Owner must carry out those rectification works causing as little inconvenience to the occupants or users of each Infrastructure Project as is reasonably possible. For the avoidance of doubt, the Owner is responsible for all costs associated with the rectification of a Defect in an Infrastructure Project. A further Maintenance Period applies to all rectified Defects.

10.3.3 If the Owner fails to rectify defects in accordance with clause 10.3.2, or the Infrastructure Project has not otherwise been completed in accordance with approved Designs, Council may have the rectification work carried out itself and the reasonable costs incurred by Council in so doing will be a debt due and payable by the Owner. Council will be responsible for all ongoing repairs and maintenance of the Infrastructure Project following the rectification of defects and the expiration of the Maintenance Period.

## **10.4 Bank Guarantee**

The Owner agrees that:

10.4.1 prior to the issue of a Certificate of Practical Completion for an Infrastructure Project, the Owner must provide Council with a Bank Guarantee ;

10.4.2 if the Owner fails to comply with a written direction from Council to rectify any notified Defects in an Infrastructure Project, Council may at its absolute discretion have recourse to the Bank Guarantee for the purposes of rectification of any Defects; and

10.4.3 the Bank Guarantee will be returned to the Owner within 10 Business Days after the Maintenance Period, less any amount applied to rectification of any Defects in the Infrastructure Project.

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## **11. Land Project**

### **11.1 Provision of Land Project**

The Owner must provide each Land Project to Council :

11.1.1 by vesting of the Land Project in Council;

11.1.2 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 11.2;

11.1.3 with all services to be available as specified in the relevant column of Schedule 4;



- 11.1.4 free of all encumbrances, including any structure, debris, waste, refuse and contamination, except as agreed by Council;
- 11.1.5 free of any fees and charges associated with the delivery of the site; and
- 11.1.6 otherwise in a condition that is to the satisfaction of Council in its capacity as Development Agency.

## **11.2 Time for vesting of Land Project**

If the Owner does not meet the Provision Trigger for a Land Project, Council may:

- 11.2.1 at its absolute discretion extend the timeframe; or
- 11.2.2 refuse to issue any Statements of Compliance in respect of the development of the Subject Land until the Land Project has been vested in Council.

## **11.3 Agreed Land Value**

- 11.3.1 The Owner agrees that the Agreed Land Value:
  - (a) includes all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;
  - (b) is a fixed amount but subject to Indexation; and
  - (c) replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of the Land Project.
- 11.3.2 The Owner agrees that upon payment being made in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Agreed Land Value, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of the Land Project.

## **11.4 Environmental Assessment**

The Owner covenants and agrees that prior to providing the Land Project to Council, if the Owner has not already done so in response to a condition in or as a requirement of a Planning Permit, the Owner must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and unequivocally states that the Land Project is suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

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## **12. Public Open Space**

### **12.1 Provision of Open Space Land**

The Owner must provide the Open Space Land to Council for municipal purposes:

- 12.1.1 by vesting the Open Space Land in Council;
- 12.1.2 with all utility services available to the Open Space Land;



- 12.1.3 on or before the relevant Provision Trigger if any is specified in Schedule 5, unless a later date is approved by Council; or
- 12.1.4 as part of and upon the registration of any Plan of Subdivision for the Subject Land containing the Open Space Land,

whichever occurs earlier.

## **12.2 Value of Open Space Land**

The Open Space Land Value is an amount which is fixed and non-variable but is subject to Indexation.

## **12.3 Open Space Equalisation**

- 12.3.1 The Owner agrees that its Open Space Liability under the Planning Scheme is the percentage amount set out in Schedule 5 being the amount specified in the schedule to clause 53.01 of the Planning Scheme.
- 12.3.2 The Parties agree that where the public open space liability of the Owner involves Open Space Equalisation, Open Space Equalisation is to be undertaken in the manner specified in Schedule 5.
- 12.3.3 The Parties agree that where an Equalisation Payment is to be paid, it must be paid by the payment to the Council of the Averaged Equalisation Payment Rate set out in Schedule 5 and at the time set out in Schedule 5.
- 12.3.4 The Owner agrees that where an Equalisation Reimbursement is to be paid, it must be paid by the payment to the Owner of the Averaged Equalisation Payment Rate set out in Schedule 5 and at the time set out in Schedule 5.
- 12.3.5 Prior to the issue of a Statement of Compliance for the final stage of the subdivision or development of the Subject Land, Council may undertake a reconciliation of the Owner's obligations and entitlements under this Agreement to ensure that any final equalisation payment reflects the Net Developable Area identified in Schedule 3 and reconciles any differences within the final equalisation payment and upon that reconciliation being undertaken –
  - (a) Council must within 28 days pay to the Owner any amount that is identified as owing to the Owner; and
  - (b) the Owner must within 28 days pay to Council any amount that is identified as owing to Council.

## **12.4 Council acknowledgement**

The parties acknowledge and agree that upon the Owner satisfying its obligations under clause 12, the Owner will have fulfilled its obligations under the Planning Permit, the Planning Scheme and the *Subdivision Act 1988* in relation to making the Public Open Space Contribution in respect of the Subject Land.



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## **13. Credit**

### **13.1 Process for Credit**

The Parties agree that:

- 13.1.1 the Owner will be entitled to a Credit for the Agreed Infrastructure Project Value from the commencement of this Agreement;
- 13.1.2 the Owner will be entitled to a Credit for the Agreed Land Value from the commencement of this Agreement;
- 13.1.3 where a Credit has become available, the Owner will not be required to pay the Development Infrastructure Levy in cash until the Credit has been exhausted;
- 13.1.4 the value of the Credit will be adjusted annually on the basis of Indexation of the Agreed Land Value and the Agreed Infrastructure Project Value in accordance with this Agreement;
- 13.1.5 prior to the issue of a Statement of Compliance by Council for one or more Stages, Council must:
  - (a) calculate the Development Infrastructure Levy payable for such Stage(s) as at that date; and
  - (b) deduct the amount calculated under paragraph (a) from the Credit until the Credit has been exhausted;
- 13.1.6 when the amount of the Development Infrastructure Levy payable in relation to a Stage exceeds the amount of the Credit remaining:
  - (a) then in relation to that Stage, the Owner must pay in cash, an amount equal to the amount of the Development Infrastructure Levy payable in relation to that Stage that exceeds the amount of Credit remaining, prior to the issue of a Statement of Compliance; and
  - (b) in relation to subsequent Stages, the Owner must pay the Development Infrastructure Levy in cash prior to the issue of a Statement of Compliance for each Stage or as otherwise agreed by Council;
- 13.1.7 when the amount of the Credit that the Owner is entitled to exceeds the Development Infrastructure Levy payable in relation to a Stage:
  - (a) the Credit remaining shall be applied to the Development Infrastructure Levy in the next Stage; and
  - (b) where at the final Stage the Owner has a Credit remaining, and clause 13.2 is not applicable, Council will pay the remaining amount of the Credit in cash as reasonably promptly as the cash reserves of the relevant Development Infrastructure Contribution account enable that payment to be made.

### **13.2 Exhaustion of Credit**

When the amount of the Development Infrastructure Levy payable in relation to a Stage exceeds the amount of the Credit remaining:



- 13.2.1 the Owner must pay in cash an amount equal to the amount of the Development Infrastructure Levy payable in relation to that Stage that exceeds the amount of the Credit remaining prior to the issue of a Statement of Compliance; and
- 13.2.2 in relation to subsequent Stages, the Owner must pay the Development Infrastructure Levy in cash prior to the issue of a Statement of Compliance for each Stage or as otherwise agreed by Council.

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## **14. Localised Infrastructure**

The Parties acknowledge that:

- 14.1.1 this Agreement is intended to relate only to the infrastructure that is funded by the Development Contributions Plan and not Localised Infrastructure; and
- 14.1.2 compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

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## **15. Further obligations of the Parties**

### **15.1 Transaction costs**

Where the Owner is required to transfer or vest land, the Owner is responsible for the payment of all costs and disbursements associated with that transfer or vesting as the case may be.

### **15.2 Notice and registration**

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

### **15.3 Further actions**

The Owner:

- 15.3.1 must do all things necessary to give effect to this Agreement;
- 15.3.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act; and
- 15.3.3 agrees to do all things necessary to enable Council to do so, including:
  - (a) sign any further agreement, acknowledgment or document; and
  - (b) obtain all necessary consents to enable the recording to be made.



#### **15.4 Council's costs to be paid**

The Owner must pay to Council within 14 days after a written request for payment, Council's reasonable costs and expenses (including legal expenses) relating to this Agreement, including:

- 15.4.1 drafting, finalising, signing and recording and enforcing this Agreement;
- 15.4.2 drafting, finalising and recording any amendment to this Agreement; and
- 15.4.3 drafting, finalising and recording any document to give effect to the ending of this Agreement.

#### **15.5 Interest for overdue money**

The Owner agrees that:

- 15.5.1 the Owner must pay to Council interest at the same rate used under section 120 the *Local Government Act* 2020 on any amount due under this Agreement that is not paid by the due date.
- 15.5.2 if interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

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### **16. Agreement under section 173 of the Act**

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

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### **17. Owner's warranties**

- 17.1 The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.
- 17.2 The Owner warrants that, to the best of the Owner's knowledge and belief:
  - 17.2.1 each Land Project is free of contamination of any kind which would make the Land Project unsuitable for its intended purpose as set out in the Precinct Structure Plan; and
  - 17.2.2 is in an environmental condition such as to be suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.



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## **18. Successors in title**

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

18.1.1 give effect to this Agreement; and

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

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## **19. General matters**

### **19.1 Notices**

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

19.1.1 personally on the other Party;

19.1.2 by leaving it at the other Party's Current Address;

19.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or

19.1.4 by email to the other Party's Current Email.

### **19.2 No waiver**

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

### **19.3 Severability**

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

### **19.4 No fettering of Council's powers**

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

### **19.5 Inspection of documents**

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

### **19.6 Governing law**

This Agreement is governed by and is to be construed in accordance with the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria.



## 19.7 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

## 19.8 Mortgagee

The Mortgagee by its consent to this Agreement acknowledges and agrees that if it ever becomes Mortgagee-in-possession of the Subject Land it will be bound by the provisions of this Agreement.

## 19.9 Caveator

The Caveator by its consent to this Agreement consents to the recording of this Agreement on the certificate of title to the Subject Land.

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## 20. GAIC

- 20.1 The Owner acknowledges and agrees that all land transferred to or vested in Council must have any Inherent GAIC Liability discharged prior to it being provided to Council and to the extent it is not so discharged, the Owner shall remain liable to Council for any GAIC liability incurred by Council subsequently incurred by Council as a result of its development after the termination of this Agreement.
- 20.2 The Parties agree that clause 20.1 survives the termination of this Agreement
- 20.3 The Owner agrees that the Owner must provide a certificate of release under section 201SY of the Act confirming the release of the land referred to in clause 20.1 from its Inherent GAIC Liability.

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## 21. Foreign resident capital gains withholding

### 21.1 Definitions

For the purposes of this clause, the following definitions apply:

**12.5%** means 12.5% or any other amount set out in the Tax Act from time to time as the withholding amount.

**Clearance Certificate** means a valid clearance certificate under section 14-220(1) of Schedule 1 to the Tax Act.

**Consideration** means any monetary and non-monetary consideration including a Credit required to be paid or given by Council to the Owner for the transfer or vesting of a Land Project or in respect of the equalisation of Open Space Land under this Agreement.

**Excluded Transaction** has the meaning given to that term in section 14-215 of Schedule 1 to the Tax Act.

**Statement of Compliance** has the same meaning as in the Subdivision Act 1988

**Tax Act** means the *Taxation Administration Act 1953* (Cth)

**Variation Amount** means, where the Owner has served a Variation Notice on Council, the amount required to be withheld as specified in the Variation Notice.



**Variation Notice** means a valid variation notice issued by the Australian Taxation Office in respect of a variation application made under section 14-235(2) of Schedule 1 of the Tax Act.

## **21.2 Foreign resident status of Owner**

The Owner is taken to be foreign residents under Subdivision 14-D of Schedule 1 to the Tax Act unless the Owner gives to Council a Clearance Certificate no later than 10 Business Days before the Land Project and the Open Space Land is transferred to or vested in Council.

## **21.3 Excluded transaction**

21.3.1 Clause 21.5 does not apply if:

- (a) the transfer or vesting of the Land Project or the Open Space Land is an Excluded Transaction; and
- (b) the Owner provides Council with all information and documentation to satisfy Council that the transfer or vesting of the Land Project and the Open Space Land is an Excluded Transaction no later than 10 Business Days before the Land Project or the Open Space Land as the case may be is transferred to or vested in Council's ownership.

21.3.2 Without limiting clause 21.3.1, the transfer or vesting of a Land Project or Open Space Land is an Excluded Transaction if the market value of the Land Project or Open Space Land as at the date of this Agreement is less than \$750,000.

## **21.4 Variation notice**

If the Owner provides Council with a Variation Notice prior to the transfer or vesting of the Land Project and Open Space Land, then Council will adjust the withholding amount (as specified in clause 21.5 below) in accordance with the Variation Notice.

## **21.5 Withholding**

21.5.1 This clause 21.5 applies if the Owner is taken to be foreign residents under clause 21.2 and the Owner has not satisfied Council that the transfer or vesting of the Land Project and Open Space Land is an Excluded Transaction under clause 21.3.

21.5.2 Subject to clauses 21.5.3 and 21.5.4, Council will deduct from any monetary consideration payable to the Owner an amount equal to:

- (a) 12.5% of the Consideration (excluding GST) in accordance with section 14-200(3) of Schedule 1 to the Tax Act; or
- (b) the Variation Amount, if the Owner have provided Council with a Variation Notice in accordance with clause 21.4,

(the **withholding amount**).

21.5.3 Subject to clause 21.5.4, if any monetary consideration payable to the Owner is less than 12.5% of the Consideration, the Owner must deliver to Council:

- (a) a cash payment equal to 12.5% of the Consideration (or such other amount as required by Council); or



- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 21.4 -

upon delivery of the executed form of this Agreement to Council or such other time as Council may have allowed in writing as notified to the Owner.

21.5.4 If there is no Consideration specified in this Agreement, the Owner must deliver to Council:

- (a) a cash payment equal to 12.5% of the market value of the Land Project and Open Space Land valued as at the date of this Agreement; or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 21.4,

upon delivery of the executed form of this Agreement to Council or such other time as Council may have allowed in writing as notified to the Owner and the Developer.

## **21.6 Council to remit withholding amount**

21.6.1 Council agrees to:

- (a) pay the withholding amount or amounts determined under clause 21.5 to the Reserve Bank of Australia (on behalf of the Australian Taxation Office) by electronic funds transfer immediately after the earlier of:
  - (i) Council receiving a transfer of land in respect of the Land Project and Open Space Land, in registrable form; or
  - (ii) the registration of a plan of subdivision which vests the Land Project or Open Space Land in Council's ownership;
- (b) provide the Owner with a copy of the purchaser payment notification form submitted by Council to the Australian Taxation Office; and
- (c) provide the Owner with a copy of any receipt of payment or proof of payment of the withholding amount issued by the Australian Taxation Office to Council.

## **21.7 Consideration adjusted after withholding**

For the avoidance of doubt and notwithstanding anything else in this Agreement, the Consideration payable to the Owner and the Developer is reduced to the extent that a withholding amount is deducted from the Consideration under clause 21.5.

## **21.8 Owner to co-operate**

21.8.1 The Owner must:

- (a) not procure the registration of a plan of subdivision which vests a Land Project or Open Space Land in Council's ownership unless:
  - (i) a Clearance Certificate has been provided to Council; or
  - (ii) the Owner and Council have agreed upon the amount to be withheld by and/or remitted by Council to the Australian Taxation Office in accordance with clause 21.5;



- (b) provide Council with 20 Business Days prior written notice of the lodgement of a plan of subdivision at Land Use Victoria which will have the effect of vesting any land in Council's ownership; and
- (c) notify Council immediately on the date on which a plan of subdivision registers which vests land in Council's ownership.

21.8.2 The Owner must provide Council with all information, documentation and assistance necessary to enable Council to comply with its obligation to pay the withholding amount within the time set out in section 14-200(2) of Schedule 1 to the Tax Act.

#### **21.9 Owner's and Developer's warranty**

The Owner warrants that the information provided to Council under this clause 21 is true and correct.

#### **21.10 Indemnity**

The Owner agrees to indemnify Council against any interest, penalty, fine or other charge or expense incurred by Council as a result of the Owner's failure to comply with this clause 21.

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### **22. Commencement of Agreement**

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

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### **23. Amendment of Agreement**

23.1 This Agreement may be amended in accordance with the Act.

23.2 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

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### **24. GST**

24.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.

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

24.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 24.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

24.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 24.3.



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## **25. Commencement of Agreement**

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

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## **26. Amendment of Agreement**

- 26.1 This Agreement may be amended in accordance with the Act.
- 26.2 This Agreement may also be amended by a further agreement between Council and any person who is burdened by any of the covenants in this Agreement.
- 26.3 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

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## **27. Ending of Agreement**

- 27.1 This obligations of the Owner pursuant to this Agreement end:
- 27.1.1 in relation to the balance of the Subject Land apart from Residential Lots, when the Owner has complied with all of the Owner's obligations under this Agreement; or
  - 27.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.
- 27.2 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.
- 27.3 Where it is proposed to end this Agreement in relation to part of the Subject Land by agreement, the parties agree that only Council and the Owner of the part of the Subject Land that is the subject of the proposal to end this Agreement are required to agree to the ending, and the agreement of other Owners of the Subject Land is not required.
- 27.4 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.
- 27.5 Council will not unreasonably withhold its consent to a written request made pursuant to clause 27.4 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.
- 27.6 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.



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**28. Electronic execution**

**28.1 Consent to electronic execution**

A party may sign this Agreement, and any variations to it, by electronic means where permitted by law. Each other party consents to that party signing by electronic means. Counterpart if electronic execution used

The parties agree that if any party signs this Agreement under clause 28.1, then:

- 28.1.1 an electronic form of this Agreement with that party's electronic signature(s) appearing will constitute an executed counterpart; and
- 28.1.2 a print-out of this Agreement with that party's electronic signature(s) appearing will also constitute an executed counterpart.



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## Schedule 1

Wollert Development Contributions Plan as incorporated in the Planning Scheme.



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## Schedule 2

Whittlesea Planning Permits 719412 issued on 16 July 2021 & 720072 issued on 23 February 2022



## Schedule 3

### Infrastructure Projects

DCP Project No.	Description of the Infrastructure Project	% of project costs	Provision Trigger	Agreed Infrastructure Project Value (\$2022/23)
RD-08c	Construction of Connector Road – between East Government Primary School and Local Conservation Reserve	93%	Prior to the issue of a Statement of Compliance for Stage 14	\$1,941,581.72
IN-02c	Craigieburn Road/ Andrew Roadway signalised intersection – Construction of 172m of 3.0m shared path and verge extent in accordance with DCP	<1%	Prior to the issue of a Statement of Compliance for Stage 11B.	\$37,794.18



## Schedule 4

### Land Projects

DCP Project No.	Description of the Land Project	Proportion of the of full DCP project costs	Services to be available	Provision Trigger	Agreed Land Value (\$2022/23)
CI-02	Purchase of land for Community Facility (East Wollert Level 1 Children's centre)	100%	Electricity Potable water Recycled (non-potable) water Drainage Sewerage Communications No Gas	Prior to the issue of a Statement of Compliance for Stage 14	\$766,008.00



## Schedule 5

### Open Space Equalisation

PSP/DCP Property Number	Subject Land Net Developable Area (ha)	Open Space Land (ha)	Agreed Rate per hectare (\$2022/23 /Ha)	Open Space Land Value \$2022/23 (\$ / Ha)	Public Open Space Contribution on liability (ha) @ 4.47% of NDA	Equalisation Payment (Owner to Council) <sup>2</sup> (\$2022/23)
21	17.3972	0.00	\$1,500,000	\$1,166,481.52	0.7777	\$1,166,481.52 Equalisation Payment by Owner to Council
22	12.4450	0.00	\$1,525,000	\$848,341.27	0.5563	\$848,341.27 Equalisation Payment by Owner to Council
<b>Total Equalisation Payment Due</b>						<b>\$2,014,822.79</b>
<b>Timing of when the Equalisation Payment must be made</b>						<b>Prior to issue of Statement of Compliance of Each Stage</b>
<b>Averaged Equalisation Payment Rate</b> per Net Developable Hectare - <b>\$2022/23(year) <sup>3</sup></b> (Total Equalisation Payment Due / Total NDHa of <b>29.8421</b> Ha) payable by Owner to Council.						<b>\$67,516.03</b>

<sup>2</sup> Delete whichever is not applicable.

<sup>3</sup> Delete if no Averaged Equalisation Payment is proposed and the payment is paid as a lump sum.



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# Schedule 6

Maintenance Period

Infrastructure Type	Maintenance Period
Road Projects	3 months, subject to clause 10.3



## Schedule 7

### Subject Land

Address	Land	Owner	Address of Owner	DCP Property Number	Mortgage
80A Craigieburn Road, Wollert	Certificate of Title Volume 12456 Folio 972, being Lot A on Plan of Subdivision 908262H	Eucalypt Property Pty Ltd	50 Colin Street West perth WA 6005	22	ANZ Fiduciary Services Pty Ltd
80B Craigieburn Road, Wollert	Certificate of Title Volume 12384 Folio 191, being Lot B on Plan of Subdivision PS902434M	Eucalypt Property Pty Ltd	50 Colin Street West perth WA 6005	22	ANZ Fiduciary Services Pty Ltd
100 Craigieburn Road, Wollert	Certificate of Title Volume 12478 Folio 169, being Lot A on Plan of Subdivision 844124Y	Eucalypt Property Pty Ltd	50 Colin Street West perth WA 6005	21	ANZ Fiduciary Services Pty Ltd



Signing Page

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

Signed, Sealed and Delivered for and on behalf, and with the authority, of the Whittlesea City Council by the members of Council staff occupying the positions or titles of or acting in the positions of Director Infrastructure and Environment and Manager Strategic Futures in the presence of:

DocuSigned by: Debbie Wood  
9D513D8D49AF43C...

Delegate

DocuSigned by: Siobhan Short  
71EA8418E28A49B...

Witness

DocuSigned by: George Saisanas  
4F1AD563CC694F4...

Delegate

DocuSigned by: Amir Mahdavian  
BA76C4CB89B449B...

Witness

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



**Executed as a deed** by Eucalypt Property Pty Ltd )  
**ACN 125174236** by its attorney under power of )  
attorney dated 23 February 2022 (who have no notice )  
of revocation of that power of attorney as at the date of )  
signing) in the presence of:

DocuSigned by:  
*Patrick Archer*  
-----  
Signature of Attorney  
Patrick Archer

-----  
Print full name  
DocuSigned by:  
*James Mitchell*  
-----  
Signature of witness  
James Mitchell  
-----  
Print full name of witness

DocuSigned by:  
*Ryan Beer*  
-----  
Signature of Attorney  
Ryan Beer

-----  
Print full name  
DocuSigned by:  
*James Mitchell*  
-----  
Signature of witness  
James Mitchell  
-----  
Print full name of witness



## Mortgagee's consent

ANZ Fiduciary Services PTY LTD as Mortgagee under instrument of mortgage nos. AU995528G, AW383807X and AW560394L consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Signed for and on behalf of **ANZ Fiduciary Services Pty Ltd ABN 91 100 709 493**  
by its attorney under power of attorney  
dated 12 July 2016 in the presence of:

) By executing this document the attorney  
) states that he/she has received no notice  
) of revocation of the power of attorney  
)  
)  
)  
)



) ATTORNEY ALISON CARLIN

) Print Name:

Position Held: ASSOCIATE DIRECTOR,  
AGENCY SERVICES

WITNESS

Print Name: Alicia Jayne Back

Occupation: Associate Director

Address:

242 PITT STREET  
SYDNEY NSW 2000

Loan Structuring  
Executive



## FINAL SEARCH STATEMENT

## Land Use Victoria

Page 1 of 1

Security No : 124124416301T  
Produced 13/05/2025 08:48 PM

Volume 12579 Folio 443

### ACTIVITY IN THE LAST 125 DAYS

NIL

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
Effective from 11/11/2024

STATEMENT END



# Domestic Building Insurance

## Certificate of Insurance

**PUNIT KUMAR, SHAKSHI KASHYAP****29 Grenville Tce  
ROXBURGH PARK  
VIC 3064**

Policy Number:

**C943702**

Policy Inception Date:

**11/02/2025**

Builder Account Number:

**002810**

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

### Policy Schedule Details

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

At the property: **LOT 468 4 ALTAY PLACE WOLLERT VIC 3750 Australia**

Carried out by the builder: **OSCAR BUILDERS PTY LTD**

Builder ACN: **602716129**

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

For the building owner(s): **PUNIT KUMAR, SHAKSHI KASHYAP**

Pursuant to a domestic building contract dated: **01/10/2024**

For the contract price of: **\$ 357,000.00**

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

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

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

### PLEASE CHECK

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

### IMPORTANT

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

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



Scan the QR code with your phone's camera to check the details on this policy are correct.

Alternatively, visit <https://www.buildvic.vic.gov.au/ClaimsPortal/s/verify-certificate> and enter your policy number to check the details on this policy are correct.



## Period of Cover

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

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

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

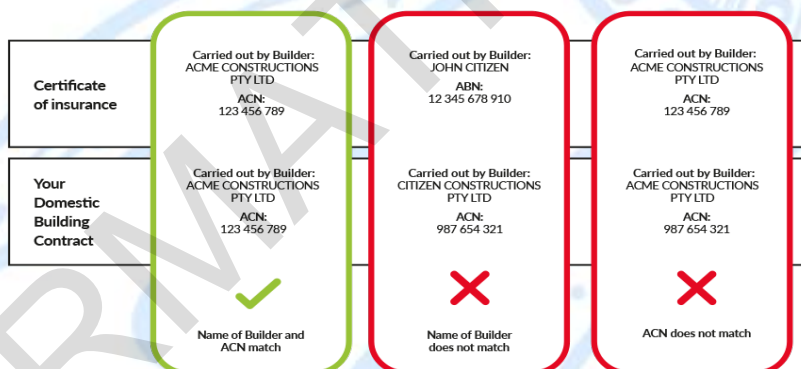
Issued by Victorian Managed Insurance Authority (VMIA)

## Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	<b>\$4,561.00</b>
GST:	<b>\$456.10</b>
Stamp Duty:	<b>\$451.54</b>
<b>Total:</b>	<b>\$5,468.64</b>

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

*Below are some examples of what to look for*





**FORM 2****Building Act 1993**  
Building Regulations 2018 - Regulation 37(1)  
**Building Permit No. CBS-U 66127/7267961619212****Issue to**

Agent of Owner: **Rishi Manocha**  
Postal Address: **10 Billabong Circuit, EPPING VIC**  
Email: [cbcgroupppty@gmail.com](mailto:cbcgroupppty@gmail.com)  
Address for serving or giving of documents:  
**10 Billabong Circuit, EPPING VIC**  
Contact Person: **Rishi Manocha**

Postcode: **3076**  
Telephone: **0424 544 447**

Postcode: **3076**  
Telephone: **0424 544 447**

**Ownership Details**

Owner: **Punit Kumar & Shakshi Kashyap**  
Postal Address: **29 Grenville Terrace, ROXBURGH PARK VIC**  
Email: [gotopunit@gmail.com](mailto:gotopunit@gmail.com)  
Contact Person: **Punit Kumar & Shakshi Kashyap**

Postcode: **3064**

Telephone: **0424 544 447**

**Property Details**

Number: **4**  
Lot/s: **468**  
CA: **n/a**  
Municipal District: **Whittlesea City Council**

Street/Road: **Altay Place**  
LP/PS: **PS916565**  
Section No: **n/a**

Suburb: **Wollert**  
Volume: **12579**  
Parish: **n/a**

Postcode: **3750**  
Folio: **443**  
County: **n/a**

**Builder**

Name: **Oscar Builders Pty Ltd**  
Telephone: **0425 392 350**  
Registration no.: **CDB-U 62491** **Domestic Builder - Unlimited**  
Postal Address: **11 Kalimna Crescent, DONCASTER VIC**  
Postcode: **3108**

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

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

Name	Category/class	Registration Number
Michael Miskas	Draftsperson - Building Design	DP-AD 36212
Shujun Liu	Engineer - Civil	PE0002059

**Details of Domestic Building Work Insurance**

Name of Builder: **Oscar Builders Pty Ltd**  
Name of Issuer or Provider: **BOVILL RISK & INSURANCE CONSULTANTS PTY LTD**  
Policy Number: **C943702**  
Policy cover: **\$300,000.00**

**Nature of Building Work**

Construction of a New Single Storey Dwelling & Associated Garage  
Storeys contains: **1**  
Version of BCA applicable to permit: **BCA VOL 2 2022**  
Stage of Building Work Permitted: **Entire - Dwelling And Garage**  
Cost of Building Work: **\$357,000.00**  
Total floor area of new building work m<sup>2</sup>: **158**



**BCA Classification**Part of Building: **Dwelling**Class: **1a(a)**Part of Building: **Associated Garage**Class: **10a****Performance Solution**

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

Relevant performance requirement	Details of performance solution
P2.6.1 / Part 3.12.0	To permit use of reticulated Class A recycled water in lieu of providing a solar hot water system or rainwater tank connected to sanitary flushing facilities as prescribed within BCA Vol 2.

**Prescribed Reporting Authorities**

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

Matter Reported On	Regulation	Reporting Authority
Legal Point of Discharge	Regulation 133 (2)	Whittlesea City Council

**Protection Work**

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

**Inspection Requirements**

The mandatory inspection notification stages are:

1. Pre-Slab Inspection
2. Slab-Steel Inspection
3. Frame Inspection
4. Final Inspection

**Occupation or User of Building:** An occupancy permit is required prior to the occupation or use of this building. If an occupancy permit is required, the permit is required for the building in relation to which the building work is carried out.

**Commencement and Completion**

This building work must commence by 14 February 2026

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

This building work must be completed by 14 February 2027

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

**Conditions and required Certificates**

This building permit is issued subject to compliance with all the conditions as listed in attached Annexures (Appendix)

**Relevant Building Surveyor**

Name:  
Address:  
Email:  
Building practitioner registration no.:  
Municipal district:

**Opes Permits Pty Ltd**  
**PO BOX 2042, Oak Park VIC 3046**  
[admin@opesbs.com.au](mailto:admin@opesbs.com.au)  
**CBS-U 66127**  
**Whittlesea City Council**

**Designated Building Surveyor**

Name:  
Permit no.:  
Building practitioner registration no.:  
Date of issue of permit:  
Signature:

**Oktay Ozelik**  
**CBS-U 66127/7267961619212**  
**BS-L 72286**  
**14 February 2025**





PROPOSED NEW RESIDENCE  
at:  
Lot 468 Altay Place, Wollert, Vic, 3750  
for:  
Aarnik Homes

GENERAL NOTES:

ALL MATERIALS AND WORK PRACTICES SHALL COMPLY WITH, BUT NOT LIMITED TO THE BUILDING REGULATIONS 2018, THE BUILDING CODE OF AUSTRALIA, LOCAL BY-LAWS, TOWN PLANNING REQUIREMENTS AND ALL RELEVANT CURRENT AUSTRALIAN STANDARDS.

THESE DRAWINGS HAVE BEEN PREPARED FOR THE EXCLUSIVE USE OF THE CLIENT, FOR THE PURPOSE EXPRESSLY NOTIFIED TO THE DESIGNER. ANY OTHER PERSON WHO USES OR RELIES ON THESE DRAWINGS WITHOUT THE DESIGNERS WRITTEN CONSENT DOES SO AT THEIR OWN RISK - AND NO RESPONSIBILITY IS ACCEPTED BY THE DESIGNER FOR SUCH USE AND/OR RELIANCE.

THE APPROVAL BY THIS OFFICE OF A SUBSTITUTE MATERIAL, WORK PRACTICE, VARIATION OR THE LIKE IS NOT AN AUTHORISATION FOR ITS USE OR A CONTRACT VARIATION. ANY SAID VARIATIONS MUST BE ACCEPTED BY ALL PARTIES TO THE AGREEMENT, AND WHERE APPLICABLE, THE RELEVANT BUILDING SURVEYOR PRIOR TO IMPLEMENTING THE SAID VARIATION.

DO NOT SCALE THIS DRAWING - FIGURED DIMENSIONS TO TAKE PRECEDENCE OVER SCALE. BUILDERS AND CONTRACTORS TO VERIFY ALL DIMENSIONS, LEVELS, BUILDING ENVELOPES, AREAS AND SPECIFICATIONS PRIOR TO THE ORDERING OF ANY MATERIALS OR THE COMMENCEMENT OF ANY WORKS. IF DISCREPANCIES OCCUR - CONTACT THIS OFFICE IMMEDIATELY.

-ALL MEASUREMENTS ARE IN MILLIMETERS UNLESS OTHERWISE INDICATED.

-ALL SITE LEVELS ARE IN METERS, UNLESS OTHERWISE INDICATED.

-THE BUILDER MUST TAKE ALL STEPS NECESSARY TO ENSURE THE STABILITY AND GENERAL WATER TIGHTNESS OF NEW AND EXISTING STRUCTURES DURING ALL CONSTRUCTION WORKS.

-THE BUILDER MUST TAKE ALL NECESSARY PRECAUTIONS TO ENSURE THE SAFETY OF ALL PERSONS WITHIN THE BUILDING SITE.

INSTALLATION OF ALL SERVICES SHALL COMPLY WITH THE RESPECTIVE SUPPLY AUTHORITY REQUIREMENTS.

ALL DRAWINGS DENOTED WITH "DRAFT" OR "PRELIMINARY" ARE STRICTLY ONLY FOR USE BETWEEN THIS OFFICE AND THE CLIENT. THESE DRAWINGS ARE NOT FOR PERMIT APPROVAL, QUOTATION OR TO BE USED BY BUILDERS. WORKING DRAWINGS TO BE READ IN CONJUNCTION WITH ENGINEERS DRAWINGS, SPECIFICATIONS AND COMPUTATIONS AND ALL OTHER DOCUMENTATION PROVIDED.

THESE NOTES ARE NEITHER EXHAUSTIVE NOR A SUBSTITUTE FOR REGULATIONS, STATUTORY REQUIREMENTS, BUILDING PRACTICE OR CONTRACTUAL OBLIGATIONS AND UNLESS EXPRESSLY STATED OTHERWISE, ARE PROVIDED ONLY AS GUIDELINES.

GLAZING:

-ALL GLAZING MUST COMPLY WITH **AS.1288-2021**.

-ALL GLAZING MUST BE INSTALLED TO COMPLY WITH **AS.1288-2021**.

ALL GLAZING, INCLUDING SAFETY GLAZING, SHALL BE INSTALLED TO A SIZE, TYPE AND THICKNESS SO AS TO COMPLY WITH:

- **BCA NCC 2022** VOL. 2 PART H108 FOR CLASS 1 & 10 BUILDINGS WITH A DESIGN WIND SPEED OF NOT MORE THEN N3, AND BCA PART B1.4 FOR CLASS 2-9 BUILDINGS.

-WINDOW SIZES TO BE VERIFIED ON SITE PRIOR TO ORDERING.

-WINDOW MEASUREMENT INDICATED MAY VARY FROM MANUFACTURERS SIZES. BUILDER TO PLACE ORDER WITH SELECTED WINDOW MANUFACTURER BASED ON MANUFACTURERS SIZES WITHIN CLOSE PROXIMITY OF THE SCHEDULED SIZE.

General Notes

-ALL MASONRY CONSTRUCTION TO COMPLY WITH AS.3700-2018 AND THE BUILDING CODE OF AUSTRALIA.

-ALL DAMP PROOF COURSES AND FLASHINGS MUST BE IN ACCORDANCE WITH AS.2904-1995.

-STRUCTURAL STEEL WORK MUST BE IN ACCORDANCE WITH AS.4100-2020.

-ALL TIMBER FRAMING MUST BE IN ACCORDANCE WITH AS.1684.2-2021.

PROVIDE DOUBLE STUDS TO ALL OPENINGS GREATER THEN 1500mm.

-PROVIDE BRACING TO ALL INTERNAL AND EXTERNAL WALLS AS PER AS.1684.2-2021.

SUB- FLOOR VENTS TO PROVIDE A RATE OF 6000mm Sq. CLEAR VENTILATION PER 1000mm RUN OF EXTERNAL MASONRY WALL AND 22000mm Sq. CLEAR VENTILATION PER 1000mm RUN OF INTERNAL DWARF WALLS. ALL SUB-FLOOR PLYNTH BOARDS TO BE LOCATED BELOW THE LEVEL OF THE BEARER.

CONVENTIONAL TIMBER FLOOR CONSTRUCTION TO ENGINEERS DETAILS & COMPUTATIONS PROVIDE CLEARANCE FROM UNDERSIDE OF BEARER TO FINISHED GROUND LEVEL OF 150mm FOR FLOORS WITH STRIP FLOORING AND 200mm FOR FLOORS WITH PARTICLE BOARD FLOORING. REFER TO **BCA NCC 2022** VOL. 2 PART 6.2.1 TABLE 6.2.1a FOR SUB-FLOOR VENTILATION DETAILS.

ROOF TRUSSES:

ALL ROOF TRUSSES ARE TO BE CONSTRUCTED AND ASSEMBLED AS PER THE MANUFACTURERS DESIGN AND SPECIFICATIONS. MANUFACTURERS COMPUTATIONS ARE TO BE PROVIDED PRIOR TO FRAME INSPECTION.

STAIRS, LANDINGS & BALUSTRADES:

REFER TO **BCA NCC 2022** VOL. 2 PART 11.1

STEP SIZES (OTHER THEN SPIRAL STAIRS) TO BE:

-RISERS (R) AT 190mm MAXIMUM AND 115mm MINIMUM

-GOING (G) 355mm MAXIMUM AND 240mm MINIMUM

-GAPS BETWEEN RISERS TO NOT EXCEED 125mm

ALL TREADS, LANDINGS AND THE LIKE TO HAVE A NON-SLIP FINISH OR SUITABLE NON-SKID STRIP NEAR EACH NOSING.

PROVIDE BALUSTRADES WHERE CHANGE IN LEVEL EXCEEDS 1000mm ABOVE THE SURFACE BENEATH LANDINGS, RAMPS AND/OR TREADS. BALUSTRADES (OTHER THEN WIRE) TO BE:

-1000mm ABOVE FINISHED SURFACE LEVEL OR BALCONIES AND LANDINGS OR THE LIKE, AND 865mm MIN ABOVE FINISHED SURFACE LEVEL OF STAIR NOSINGS OR RAMP.

-VERTICAL WITH LESS THEN 125mm GAP BETWEEN.

-ANY HORIZONTAL ELEMENT WITHIN THE BALUSTRADE BETWEEN 150mm AND 760mm ABOVE THE FINISHED SURFACE LEVEL MUST NOT FACILITATE CLIMBING WHERE CHANGES IN LEVEL EXCEEDS 4000mm ABOVE THE SURFACE BENEATH LANDINGS, RAMPS OR TREADS.

WIRE BALUSTRADE CONSTRUCTION TO COMPLY WITH BCA VOL.2 PART 11.2 FOR CLASS 1-10 BUILDINGS AND BCA VOL.1 PART D2.16 FOR OTHER CLASSES OF BUILDINGS.

LANDINGS NEED ONLY BE PROVIDED WHERE A DOORWAY OPENS ONTO A STAIR THAT PROVIDES A CHANGE IN FLOOR LEVEL GREATER THEN 570mm.

INSULATION:

THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH APPROVED STAMPED PLANS WHICH HAVE BEEN ASSESSED BY AN ACCREDITED THERMAL ASSESSOR. PROVIDE INSULATION AND GLAZING SPECIFICATIONS AS PER THE THERMAL ASSESSMENT REPORT.

TERMITE AND CORROSION PREVENTION:

WHERE THE BUILDING IS LOCATED IN A TERMITE PRONE AREA, THE AREA TO THE UNDERSIDE OF THE BUILDING AND THE PERIMETER IS TO BE TREATED AGAINST TERMITE ATTACK, AS PER AS.3660.1-2014.

PROVIDE CORROSION PROTECTION OF BUILT IN STRUCTURAL STEEL MEMBERS SUCH AS STEEL LINTELS, SHELF ANGLES, CONNECTORS AND ACCESSORIES IN ACCORDANCE WITH **BCA NCC 2022** VOL. 2 PART 3.4.1

PROVIDE CORROSION PROTECTION FOR SHEET ROOFING IN ACCORDANCE WITH **BCA NCC 2022** VOL. 2 PART 6.3.9 TABLE 6.3.9a.

BUSHFIRE DESIGN INFORMATION:

THESE DRAWINGS MUST BE READ IN CONJUNCTION WITH THE BUSHFIRE ASSESSMENT REPORT FOR THE SITE. THIS REPORT REFERS TO AS.3959-2018, WHICH SPECIFIES THE NECESSARY CONSTRUCTION METHODS AND MATERIALS REQUIRED FOR EACH SITE. IF THE DRAWING SPECIFICATIONS DO NOT CORRELATE WITH THE BUSHFIRE REPORT - CONTACT THIS OFFICE.

STORM WATER AND DRAINAGE:

STORM WATER DRAINS TO BE CONNECTED TO THE EXISTING LEGAL POINT OF DISCHARGE OR AS DIRECTED BY COUNCILS ENGINEERING DEPARTMENT.

INSPECTION OPENINGS TO BE AT 9000mm CTRS AND AT EACH CHANGE OF DIRECTION.

PROVIDE 100mm DIA UPVC PIPES

PROVIDE 75mm DIA DOWNPIPES

PROVIDE A MINIMUM FALL GRADIENT OF 1:100

BASE OF PIPES TO HAVE CRUSHED ROCK WITH A MINIMUM OF 50mm COVER.

THE COVER TO UNDERGROUND STORM WATER DRAINS TO BE NOT LESS THAN: 100mm UNDER SOIL.

50mm UNDER PAVED OR CONCRETE AREAS

100mm UNDER UN-REINFORCED CONCRETE OR PAVED DRIVEWAYS

75mm UNDER REINFORCED CONCRETE DRIVEWAYS

ALL BOX GUTTERS TO BE A MINIMUM OF 100mm x 200mm UNLESS OTHERWISE SPECIFIED - 1:100 GRADE MINIMUM - ADJUST TO SUIT ON SITE.

SEWER AND SEPTIC SYSTEMS TO BE IN ACCORDANCE WITH AS.3500

ALL SURFACE WATER RUN-OFF MUST BE CONTAINED WITHIN THE PROPERTY BOUNDARIES AND DISCHARGED TO THE STORM WATER SYSTEM.

THE BUILDER AND SUB-CONTRACTOR SHALL ENSURE THAT ALL STORM WATER DRAINS, SEWERS AND THE LIKE ARE LOCATED AT A SUFFICIENT DISTANCE FROM ANY BUILDINGS FOOTING AND/OR SLAB EDGE BEAMS SO AS TO PREVENT GENERAL MOISTURE PENETRATION, DAMPNESS, WEAKENING AND UNDERMINING OF ANY BUILDING AND ITS FOOTING SYSTEM.

WATERPROOFING:

WATERPROOFING OF WET AREAS, BEING BATHROOMS, SHOWERS, LAUNDRIES AND SANITARY COMPARTMENTS AND THE LIKE SHALL BE PROVIDED IN ACCORDANCE WITH AS.3740-2021. - WATERPROOFING OF WET AREAS IN RESIDENTIAL BUILDINGS.

OTHER GENERAL NOTES:

(SA) DENOTES THE LOCATION OF SMOKE ALARMS. THESE ARE TO BE PROVIDED AND INSTALLED IN ACCORDANCE WITH AS.3786-2014. THE SMOKE ALARM SHALL BE HARD WIRED WITH A BATTERY BACK-UP.

(EF) DENOTES THE LOCATION OF EXHAUST FANS. DUCT ALL EXHAUST FANS TO OUTSIDE AIR WHERE POSSIBLE - OR, AN EXHAUST FAN OF RATING 140/S MIN TO BE DISCHARGED INTO A VENTILATED ROOF SPACE WITH MIN 1000mm HORIZONTAL DUCT - IN ACCORDANCE WITH AS.1668.2-2012. EXTERNAL DISCHARGE RATE MINIMUM 25l/s.

SANITARY COMPARTMENT DOORS MUST EITHER - OPEN OUTWARDS, SLIDE OR BE READILY REMOVABLE FROM THE OUTSIDE UNLESS A MINIMUM CLEARANCE OF 1200mm BETWEEN THE DOOR AND THE PAN IS ACHIEVED.

WINDOW SCHEDULE

NOTE: WINDOWS TO BE CONFIRMED BY MANUFACTURE & BUILDER/CLIENT				
NO.	SIZE (hxw)	HEAD HEIGHT	LOCATION	DESCRIPTION
D01	2340X1020	2340 a.f.l	Entry	1020W timber door (Check on site)
W01	2100X1800	2400 a.f.l	Master Bed	Aluminum framed clear glazed awning window
W02	2100X600	2400 a.f.l	Entry	Aluminum framed clear glazed awning window
W03	2100X1800	2400 a.f.l	Bed 2	Aluminum framed clear glazed awning window
W04	1200X1200	2100 a.f.l	Bed 3	Aluminum framed clear glazed sliding window
W05	1200X1500	2100 a.f.l	Bed 4	Aluminum framed clear glazed sliding window
W06	2100X2700	2100 a.f.l	Living/Dining	Aluminum framed clear glazed sliding doors (3P)
W07	1800X600	2100 a.f.l	Kitchen	Aluminum framed clear glazed sliding window
NOTE: WINDOW MEASUREMENTS INDICATED MAY VARY FROM WINDOW MANUFACTURER SIZES. BUILDER TO PLACE ORDER WITH WINDOW MANUFACTURER WITH STANDARD SIZES THAT MATCH THE ABOVE MEASUREMENTS WITHIN CLOSE PROXIMITY. WINDOW SIZES TO BE VERIFIED ON SITE PRIOR TO PLACING ORDER WITH MANUFACTURER ANY DISCREPANCIES PLEASE CONTACT OFFICE IMMEDIATELY NOTE: ALL GLAZING MUST COMPLY WITH AS.1288				

SITE & AREA ANALYSIS

SITE (APPROX)	256 sq/m
SITE COVERAGE	62.01 % approx.
GARDEN AREA	71.95 sq/m 28.10 % approx.
PERMEABILITY	74.95 sq/m 29.27 % approx.

DWELLING AREAS

LIVING	117.70 sq/m
PORCH	6.05 sq/m
GARAGE	35.00 sq/m

TOTAL	158.75 sq/m	17.09 sq's
-------	-------------	------------

DRAWING SCHEDULE:

DRAWING No.	DRAWING TITLE
A1 .....	GENERAL NOTES
A2 .....	SITE / ROOF PLAN
A3 .....	FLOOR PLAN
A4 .....	ELEVATIONS
A5 .....	SECTION & DETAILS
A6 .....	DETAILS
A7 .....	DETAILS
A8 .....	ELECTRICAL LAYOUT

Project: PROPOSED RESIDENCE

At: Lot 468 Altay Place,  
Wollert, Vic, 3750

For: Aarnik Homes  
PERMIT NUMBER: CBS-U 66127/7267961619212  
ISSUED DATE: 14/07/2025



P (03) 9467 6954 M 0403 568 160  
48 Bell Street, Heidelberg Heights, Vic. 3081.  
info@miskdesign.com.au  
miskdesign.com.au

- New Homes  
- Unit Developments  
- Extensions  
- Commercial

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DO NOT SCALE THIS DRAWING - FIGURED DIMENSIONS TO TAKE PRECEDENCE OVER SCALE. BUILDERS TO CONFIRM DIMENSIONS ON SITE PRIOR TO COMMENCEMENT OF WORKS.

NOTE: SITE & FLOOR LEVELS TO BE CONFIRMED ON SITE BY BUILDER PRIOR TO COMMENCEMENT OF ANY WORKS.

	INITIAL CONCEPT DESIGN	26.04.24
A.	WD - DA SUBMISSION	31.01.25
B.	RFI CHECKLIST	12.02.25
REV.	DESCRIPTION	DATE

Date: 12.02.25

Drawn MG Dwg Title: GENERAL NOTES

Scale: 1:100@A3

Checked MM Sheet No. A01/08

Job No. 20247038

WORKING DRAWING

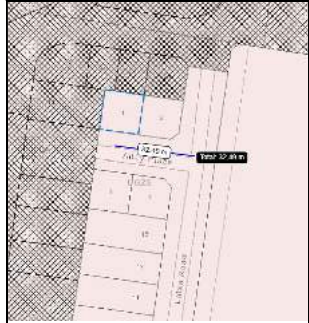
Rev:



ALL SURFACE DRAINAGE WORKS SHALL BE INSTALLED IN ACCORDANCE WITH THE ENGINEERS DESIGN DETAIL FOR THE SELECTED FOOTING SYSTEM AND SOIL CLASSIFICATION AND IN ACCORDANCE WITH DRAINAGE REQUIREMENTS OF AS2870-2011, WHEREIN FOR BUILDINGS ON MODERATELY, HIGHLY AND REACTIVE SITES:

- SURFACE DRAINAGE SHALL BE CONTROLLED THROUGHOUT CONSTRUCTION AND BE COMPLETED BY THE FINISH OF CONSTRUCTION.
- THE BASE OF TRENCHES SHALL SLOPE AWAY FROM THE BUILDING.
- WHERE PIPES PASS UNDER THE FOOTING SYSTEMS, CLAY PLUGS ARE ADOPTED TO PREVENT THE INGRESS OF WATER.

FOR BUILDINGS ON HIGHLY AND REACTIVE SITES, THE DRAINER SHALL PROVIDE DRAINAGE ARTICULATION TO ALL STORMWATER, SANITARY PLUMBING DRAINS AND DISCHARGE PIPES IN ACCORDANCE WITH PLUMBING REQUIREMENTS, WHEREIN FLEXIBLE JOINTS IMMEDIATELY OUTSIDE THE FOOTING AND COMMENCING WITHIN 1M OF THE BUILDING PERIMETER ARE REQUIRED TO ACCOMMODATE THE REQUIRED DIFFERENTIAL MOVEMENT BASED ON THE SOIL CLASSIFICATION.

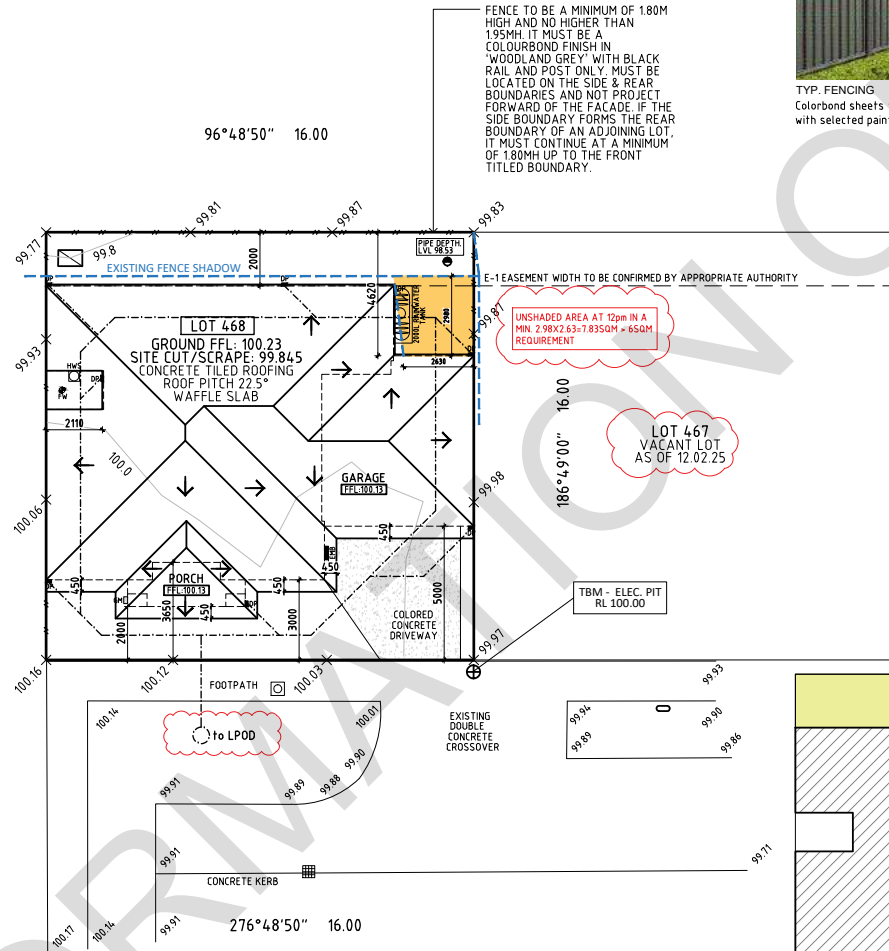


ALTAY PLACE

APPROX. 33m TO LATXA ROAD

VACANT LOT  
AS OF 12.02.25

VACANT LOT  
AS OF 12.02.25



ALTAY PLACE



TYP. FENCING  
Colorbond sheets fencing at 18m High  
with selected paint



TYP. LETTER BOX  
Northcote Pottery Grey And White  
Pillar Letterbox

## DOWNPIPE LEGEND

- DP 100 x 50mm COLORBOND DOWNPIPE  
DROPPING FROM GROUND FLOOR
- DP 100 x 50mm COLORBOND DOWNPIPE  
DROPPING FROM FIRST FLOOR
- RH 100 x 50mm COLORBOND DOWNPIPE  
WITH SELECTED RAIN WATER HEAD
- DPS 100 x 50mm COLORBOND DOWNPIPE  
WITH SPREADER
- DP 75mm Ø CONCEALED PVC PIPE
- FLOOR WASTE
- EXHAUST COWL LOCATION
- ALL DOWN PIPES SHALL HAVE MAXIMUM  
SPACING OF 12M. (UNLESS NOTED OTHERWISE)
- BG1 300mm WIDE COLORBOND BOX  
GUTTER, ADJUST ON SITE.
- ROOF FALL / BOX GUTTER FALL  
DIRECTION

SURFACE WATER MUST BE DIVERTED  
AWAY FROM THE DWELLING AND GRADED  
AWAY FROM ALL FOUNDATIONS TO GIVE A  
SLOPE OF NOT LESS THAN 50MM OVER THE  
FIRST 1000MM FROM THE DWELLING

SUBSURFACE DRAINS TO REMOVE GROUND  
OR TABLE WATER SHALL BE DETAILED BY  
THE DESIGN ENGINEER. FURTHERMORE,  
DAMP-PROOFING MEMBRANE IN  
ACCORDANCE WITH NCC BCA 2022 VOL. 2  
PART SA 4.2.8 SHALL BE INSTALLED FOR  
GROUNDWATER OR AGGRESSIVE SOILS

PROVISION MUST BE MADE INCORPORATING  
PLUMBING THAT ALLOWS FOR CONNECTION  
TO ANY FUTURE RECYCLE WATER SUPPLY.  
THE BUILDING SURVEYOR MUST BE  
SATISFIED THAT THIS REQUIREMENT HAS  
BEEN MET BEFORE ISSUING ANY BUILDING  
PERMIT.

MIN. 100Ømm U.P.V.C. SEWER DRAIN CLASS  
"SH" CONNECTED INTO LEGAL POINT OF  
DISCHARGE AS DIRECTED BY LOCAL  
AUTHORITY.

NO RETAINING WALLS FORWARD OF THE  
BUILDING LINE.

BUILDER MUST COMPLETE ALL FIBRE CABLE  
ENTRY WORK IN ACCORDANCE WITH  
OPTICOMM GUIDELINES.

DWELLING MUST INCORPORATE DUAL  
PLUMBING FOR THE USE OF RECYCLED  
WATER IN TOILET FLUSHING AND GARDEN  
WATERING.

DRIVEWAY TO MATCH WIDTH OF THE  
CROSSOVER AT THE TRUE BOUNDARY OF  
THE LOT

ALL LEVELS SHOWN AND PROVIDED BY  
LAND SURVEYOR, SITE FEATURE SURVEY  
COMPLETED

ALL LEVELS SHOWN AS PROVIDED BY  
SURVEYOR AND ARE TO BE CONFIRMED  
ON SITE PRIOR TO CONSTRUCTION.

## Site/Roof Plan



Project: PROPOSED RESIDENCE

At: Lot 468 Altay Place,  
Wollert, Vic 3150

For: Aarnik Homes  
THIS DOCUMENT IS THE SUBJECT OF -  
PERMIT NUMBER: CBS-U 66127/7267961619212  
ISSUED DATE: 14/02/2025



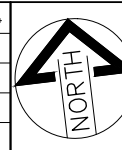
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- Unit Developments
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PRECEDENCE OVER SCALE. BUILDERS  
TO CONFIRM DIMENSIONS ON SITE  
PRIOR TO COMMENCEMENT OF  
WORKS  
NOTE: SITE & FLOOR LEVELS TO BE  
CONFIRMED ON SITE BY BUILDER  
PRIOR TO COMMENCEMENT OF ANY  
WORKS.

REV.	DESCRIPTION	DATE
-	INITIAL CONCEPT DESIGN	26.04.24
A.	WD - DA SUBMISSION	31.01.25
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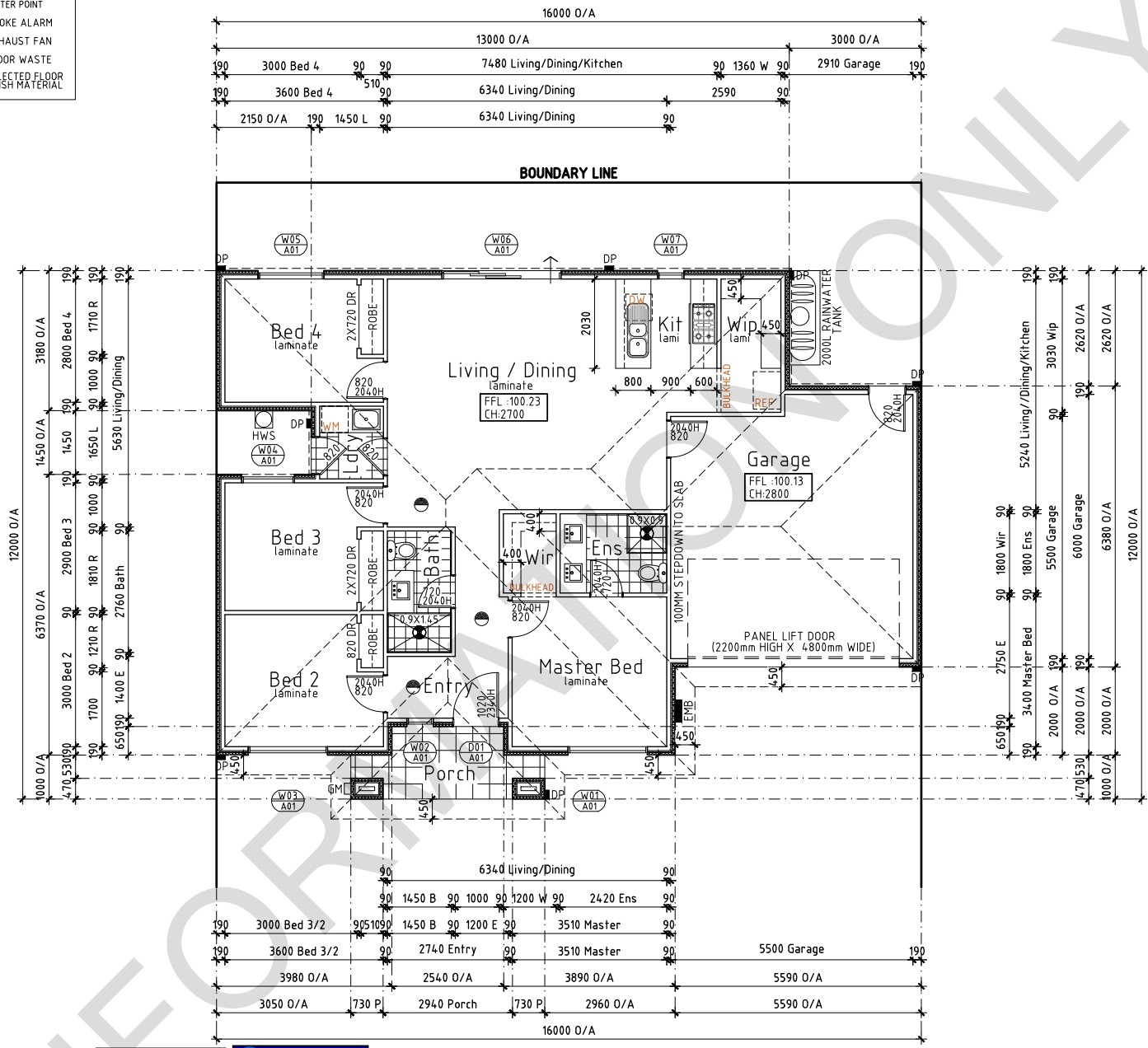


Date: 12.02.25	Drawn: MG	Dwg Title: SITE / ROOF PLAN
Scale: 1:200@A3	Checked: MM	Sheet No. A02/08
Job No. 20247038	WORKING DRAWING	Rev:



**LEGEND**

WM	WASHING MACHINE	90mm STANDARD STUD WALL	GA	GAS POINT
DW	DISH WASHER	240mm BRICK VENEER WALL	WP	WATER POINT
MW	MICROWAVE	110mm SINGLE BRICK WORK	SA	SMOKE ALARM
O.H.C	OVER HEAD CABINET	75mm FORM OVER THE STUD WALL	EF	EXHAUST FAN
O.H.S	OVER HEAD SHELVES	ARTICULATION JOINTS	FW	FLOOR WASTE
SELECTED TILES			FW	SELECTED FLOOR FINISH MATERIAL
FLOOR FINIS				



- NOTE:  
HEBEL IS NOT TO RETAIN ANY SOIL
- PROVIDE LIFT OFF HINGE DOORS TO ALL OPENING INTO TOILETS PAN WITHIN 1200MM
- FLOW RATE AND DISCHARGE OF EXHAUST SYSTEM - PART 10.8.2 NCC 2022
- FINISHED GROUND LEVEL TO FALL 50MM OVER THE FIRST 1.0M AS REQUIRED UNDER CLAUSE 3.1.3.3 FROM NCC 2019 SURFACE WATER DRAINAGE
- EXHAUST FANS FROM BATHROOM, SANITARY OR LAUNDRY MUST BE DISCHARGED INTO THE ATMOSPHERE IN ACCORDANCE TO NCC BCA 2022 VOL. 2 PART 10.8.2
- THIS PLAN IS TO BE READ AND COMPLY IN ACCORDANCE WITH THE ATTACHED ENERGY RATERS SPECIFICATION.
- ALL SMOKE DETECTORS TO BE HARDWIRED AND INTERCONNECTED IN ACCORDANCE WITH NCC 2022
- ALL EXHAUST FANS IN BATHROOMS MUST ACHIEVE MIN 25L/s FLOW RATE. KITCHEN RANGE HOODS TO ACHIEVE 40L/s. DEMONSTRATE ALL ARE TO DISCHARGE OUTSIDE NOT INTO ROOF SPACE.
- SMOKE ALARMS TO BE KEPT 300MM MIN. FROM WALLS, BULKHEADS, DOORWAYS ECT.
- BULKHEAD MAYBE REQUIRED TO GROUND FLOOR AND GARAGE AREAS THROUGHOUT. SUBJECT TO ENG. DESIGN
- RANGEHOOD CONNECT TO EXTERNAL AIR
- SHOWERS TO HAVE A 160 OR 180 FALL TO COMPLIANCE TO NCC BCA 2022 VOL. 2 PART 10.2.12
- PROVIDE 10mm EXPANSION JOINTS AS PER SOIL TEST REQUIREMENTS, IN MASONRY WALLS ABOVE OR CLOSE TO JUNCTIONS BETWEEN DIFFERENT TYPES OF FOOTING SYSTEMS, FOOTINGS FOUNDED AT SIGNIFICANTLY DIFFERENT DEPTHS, OR FOOTINGS FOUNDED ON SIGNIFICANTLY DIFFERENT MATERIALS. (ie. CLAY & ROCK) ALSO WHERE NEW BRICKWORK ABUTTS EXISTING BRICKWORK.
- ALL PLIABLE MEMBRANE MUST COMPLY WITH AS 4200.1 AND BE INSTALLED IN ACCORDANCE WITH AS4200.2 AS PER NCC BCA 2022 VOL. 2 PART 10.8.1 FOR CONDENSATION MANAGEMENT.
- SLIDING DOORS MUST BE GRADE 'A' SAFETY GLASS
- EAVES SHOWN IN THE PLAN BE 450mm OFF THE WALL FINISH
- TRUSS MANUFACTURERS SPECIFICATIONS TO BE PROVIDED PRIOR TO THEIR ERECTION AND LOADBEARING POINTS I.E. LINTELS, STUDS SUPPORTING CONCENTRATED LOADS TO BE DESIGNED BY TRUSS MANUFACTURER AND/OR STRUCTURAL ENGINEER. IF STRUCTURAL DESIGN WAS PROVIDED THE DESIGN ENGINEER TO VERIFY TRUSS LOCATIONS AND DESIGN FOR LOADBEARING POINTS AS REQUIRED.

## Floor Plan

**BAL 12.5** This land is located within a Bushfire Prone Zone.

To achieve minimum Energy Rating, Scheme the dwelling will be incorporated with Class A - Recycled Water System

Project: PROPOSED RESIDENCE

At: Lot 468 Alfay Place, Wollert, Vic 3150

For: Aarnik Homes

THIS DOCUMENT IS THE SUBJECT OF -  
BUILDING SOLUTIONS  
PERMIT NUMBER: CBS-U 66127/7267961619212  
ISSUED DATE: 14/02/2025

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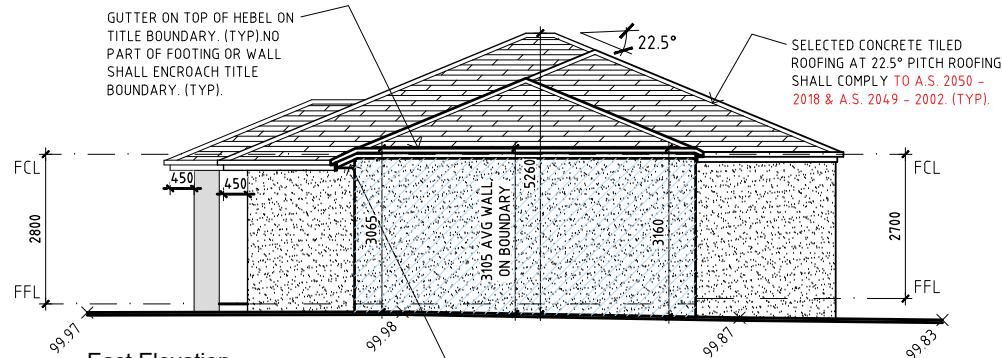
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NOTE: SITE & FLOOR LEVELS TO BE CONFIRMED ON SITE BY BUILDER PRIOR TO COMMENCEMENT OF ANY WORKS.

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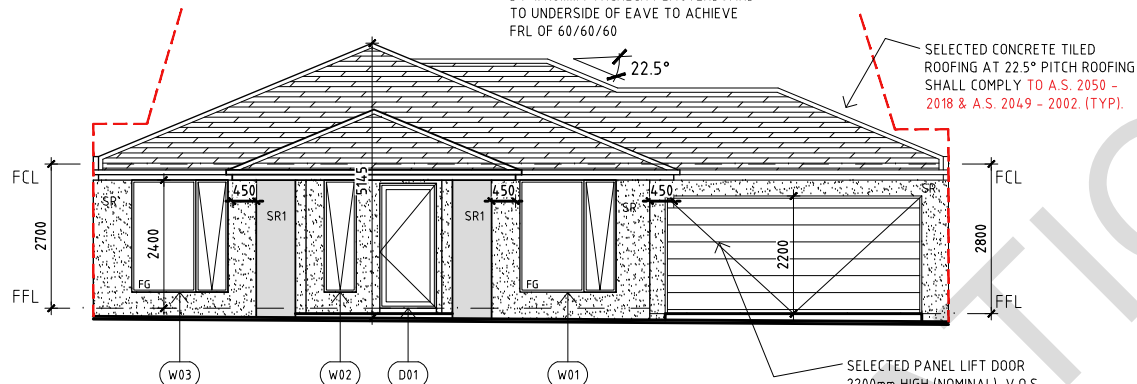
Date.	12.02.25	Drawn	MG	Dwg Title:	FLOOR PLAN
Scale.	1:100@A3	Checked	MM	Sheet No.	A03/08
Job No.	20247038	WORKING DRAWING			Rev:



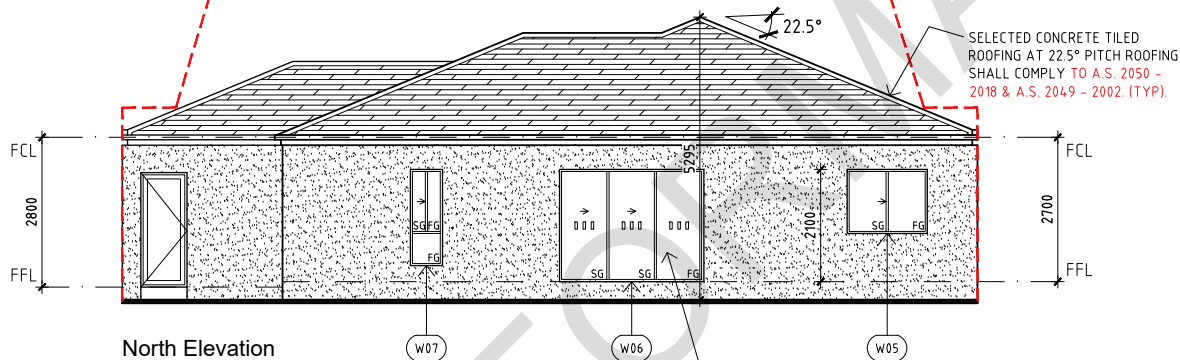


East Elevation  
Scale: 1:100

EAVES LOCATED WITHIN 450mm OF THE BOUNDARY TO BE PROTECTED BY 1X16mm FYR CHECK PLASTERBOARD TO UNDERSIDE OF EAVE TO ACHIEVE FRL OF 60/60/60

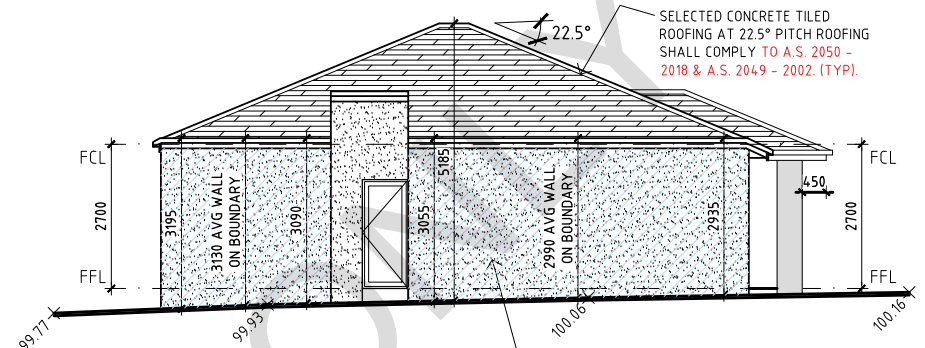


South Elevation  
Scale: 1:100



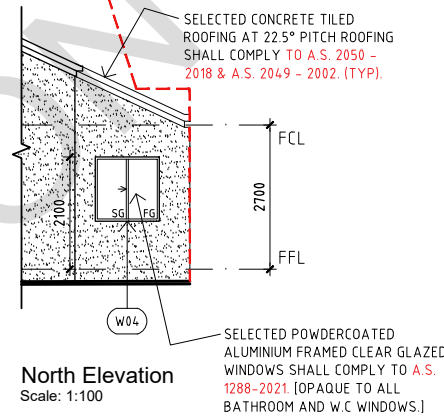
North Elevation  
Scale: 1:100

PROVIDE SAFETY GLASS TO POWDERCOATED ALUMINIUM FRAMED SLIDING DOOR



West Elevation  
Scale: 1:100

SELECTED 75mm THICK HEBEL POWER PANEL, SELECTED RENDER FINISH REFER TO MANUFACTURER'S DETAILS FOR INSTALLATION



North Elevation  
Scale: 1:100

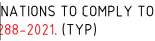
SELECTED POWDERCOATED ALUMINIUM FRAMED CLEAR GLAZED WINDOWS SHALL COMPLY TO A.S. 1288-2021 [OPAQUE TO ALL BATHROOM AND W.C WINDOWS.]

## EXTERNAL COLOUR AND MATERIAL SCHEDULE

CR	CONCRETE ROOF TILES AT 22.5° PITCH: LUTUM SLIMLINE - TWILIGHT
CF	COLORBOND FASICA
CG	GUTTER & DOWNPIPE: MONUMENT
DP	MONUMENT
WF	ALUMINIUM FRAMED WINDOWS: MONUMENT
SR	SMOOTH RENDER FINISH: DULUX - FEATHER SOFT
SR1	SMOOTH RENDER FINISH: MONUMENT
FD	FRONT ENTRY DOOR: CORINTHIANS - INFINITY INF 5VG
GD	GARAGE DOOR: WESTERN RED-CEDAR HAND PAINTED FINELINE PROFILE
DRV	COLOURED CONCRETE DRIVEWAY: LIGHT GREY
LB	LETTERBOX: NORTHCOTE POTTERY GREY AND WHITE PILLAR LETTERBOX

HEBEL PANEL CLADDING NOT RETAIN ANY SOIL

## Elevations



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Date:	12.02.25	Drawn:	MG	Dwg Title:	ELEVATIONS
Scale:	1:100@A3	Checked:	MM	Sheet No.	A04/08
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Project: PROPOSED RESIDENCE

At: Lot 468 Alfay Place,  
Wollert, Vic. 3150

For: Aarnik Homes  
THIS DOCUMENT IS THE SUBJECT OF -  
PERMIT NUMBER: CBS-U 66127/7267961619212  
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SPECIFICATIONS:

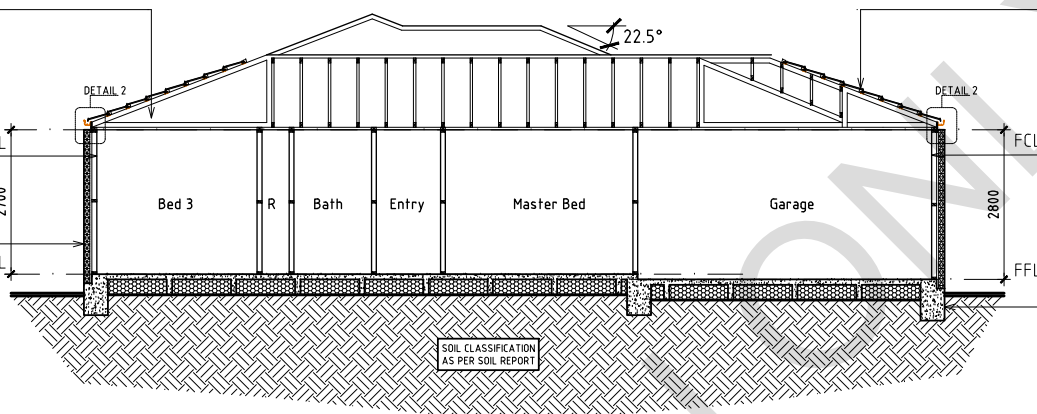
SUB FLOOR:  
REINFORCED CONCRETE SLAB TO ALL GROUND FLOORS. REFER TO ENGINEERS DRAWINGS FOR SIZES AND DETAILS  
FLOORING:  
FLOOR FINISHES AS SELECTED BY CLIENT.  
WALL FRAMING:  
FRAMING MUST BE IN ACCORDANCE WITH AS.1684.  
BOTTOM PLATE- 90x35 MGP10  
STUDS- 90x35 MGP10 AT 450 CTRS  
JAMB STUDS- 2 / 90x35 MGP10  
NOGGINS- 70x35 MERCH AT 1350 CTRS MAX  
TOP PLATE- 2 / 90x35 MGP10  
LINTELS TO ENGINEERS DESIGN AND SPECIFICATION.  
ROOF FRAMING:  
ROOF TRUSSES AS PER MANUFACTURERS DESIGN AND SPECIFICATIONS. MANUFACTURERS COMPUTATIONS ARE TO BE PROVIDED PRIOR TO FRAME INSPECTION.  
BUILDING TO CONFIRM EAVES DO NOT CLASH WITH WINDOWS OR MOLDS PRIOR TO ORDERING TRUSSES.  
ROOF BATTENS- 38x75 F8 HW AT 330 CTRS (TILE)  
38x75 F8 HW AT 900 CTRS (COLORBOND)  
38x75 F8 HW AT 900 CTRS (KLIP-LOK)

ROOFING TYPE:  
- SELECTED CONCRETE TILED ROOF PITCH 22.5°  
EXTERNAL FINISHES:  
ALL MATERIALS AND FINISHES TO CLIENTS SPECIFICATION.  
- SELECTED FACE BRICKWORK TO CLIENTS SPECIFICATION WHERE INDICATED  
- SELECTED SMOOTH RENDER FINISH TO CLIENTS SPECIFICATION WHERE INDICATED.  
INTERNAL WALL FINISHES:  
10mm PLASTERBOARD TO BE PAINTED (ALL INTERNAL WALLS)  
10mm PLASTERBOARD TO BE PAINTED (ALL INTERNAL CEILINGS)  
CLIENT TO SELECT SQUARE FINISH OR CORNICE FOR EACH ROOM.  
WET AREAS:  
ALL WET AREAS TO HAVE IMPERVIOUS FINISH TO FLOOR AND WALLS (TILES) IN ACCORDANCE WITH THE BUILDING CODE OF AUSTRALIA AND AS.3740.2021.  
SHOWERS TO 2100a.F.I MIN  
SINKS, TROUGHS AND HAND BASINS - 300mm MIN WINDOWS:  
ALL WINDOW SIZES, TYPES AND COLORS MUST BE IN ACCORDANCE WITH ENDORSED TOWN PLANNING DOCUMENTS.  
WINDOW MEASUREMENTS INDICATED MAY VARY FROM THE WINDOW MANUFACTURERS SIZES. BUILDER TO PLACE ORDER WITH WINDOW MANUFACTURER WITH STANDARD SIZES THAT MATCH THE NOMINATED MEASUREMENTS WITH CLOSE PROXIMITY.  
WINDOW SIZES TO BE VERIFIED ON SITE BEFORE PLACING ORDER WITH MANUFACTURER. IF ANY DISCREPANCIES ARE FOUND, PLEASE CONTACT THIS OFFICE IMMEDIATELY.  
BUILDER TO CONFIRM WINDOW HEAD HEIGHTS DO NOT CLASH WITH ANY MOLDS OR EAVES PRIOR TO PLACING ORDER WITH MANUFACTURER.  
GLAZING:  
ALL GLAZING SHALL COMPLY WITH THE AUSTRALIAN BUILDING CODE, FOR CLASS 1&10 BUILDINGS WITH A DESIGN WIND SPEED OF NOT MORE THEN N3.  
FOR CLASS 2 TO 9 BUILDINGS, REFER TO THE BUILDING CODE OF AUSTRALIA PART B1.4 AND AS.12882021 & AS.2047-2021.  
ALL GLAZING SPECIFICATIONS TO BE IN ACCORDANCE WITH THE APPROVED THERMAL ASSESSMENT.  
BUILDER TO CONFIRM WINDOW SPECIFICATION PRIOR TO PLACING ORDER WITH MANUFACTURER.  
INSULATION:  
PROVIDE INSULATION IN ACCORDANCE WITH THE THERMAL ASSESSMENT PROVIDED BY AN ACCREDITED ASSESSOR.

REFER TO TRUSS MANUFACTURERS DOCUMENTATION FOR ALL DETAILS ON PRE-FABRICATED ROOF FRAMING (TYP) @ 600 cts. ALL DIMENSIONS TO BE VERIFIED ON SITE PRIOR TO MANUFACTURE & INSTALLATION.

STUDS:90X45 MGP10 AT 450 CRS WITH NOGGINS AT 1350 MAX CRS

75mm THICK HEBEL POWER PANEL, SELECTED RENDER FINISH REFER TO MANUFACTURER'S DETAILS FOR INSTALLATION



SELECTED CONCRETE TILED ROOFING AT 22.5° PITCH ROOFING SHALL COMPLY TO A.S. 2050 - 2002 & A.S. 2049 - 2002. (TYP).

PROVIDE 10mm THICK PLASTER BOARD LINING TO ALL GARAGE INTERNAL WALLS. REFER TO MANUFACTURERS SPECIFICATIONS FOR DETAILS.

REINFORCED CONCRETE FLOOR STRUCTURE TO GARAGE. REFER TO STRUCTURAL ENGINEERS DRAWINGS FOR ALL DETAILS AND SIZES. (TYP)

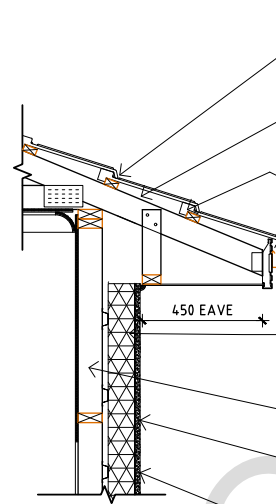
STRUCTURAL TIMBER WORK

ALL STRUCTURAL TIMBER WORK AND ASSOCIATED CONNECTIONS SHALL COMPLY WITH A.S. 1720-2010 TIMBER STRUCTURES CODE.  
ALL TIMBER MEMBERS SHALL BE STRESS GRADED AND MARKED IN ACCORDANCE WITH A.S. 2058-2008, A.S. 1748-2006, A.S. 1749-1978 AND NCC BCA 2022 VOL. 2.  
ALL TIMBER FRAMING INCLUDING FLOORS, WALLS AND ROOF, SHALL COMPLY WITH AS 1684 TIMBER FRAMING CODE.  
ALL WALL BRACING SHALL BE IN ACCORDANCE WITH A.S. 1684.

Section AA

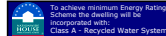
Section A-A  
SCALE 1:100

A-A  
S-A



Detail -1  
Scale 1:20

Details



SELECTED CONCRETE TILED ROOFING AT 22.5° PITCH ROOFING SHALL COMPLY TO A.S. 2050 - 2018 & A.S. 2049 - 2002. (TYP).

REFER TO TRUSS MANUFACTURERS DOCUMENTATION FOR ALL DETAILS ON PRE-FABRICATED ROOF FRAMING (TYP) @ 600 cts. ALL DIMENSIONS TO BE VERIFIED ON SITE PRIOR TO MANUFACTURE & INSTALLATION.

ROOF BATTENS: 38x75 F8 H.W. AT 330 CRS

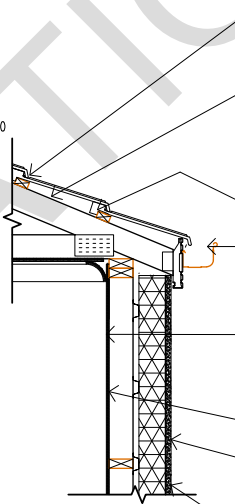
SELECTED COLORBOND GUTTER SET TO FALL 1 IN 500mm FIXED TO A COLORBOND FASCIA (TYP)

10mm PLASTERBOARD WALL & CEILING LINING, FOR FIXING REFER TO MANUFACTURERS DETAILS. STUDS AT 450 MAX. CENTRES. (TYP)

STUDS:90X45 MGP10 AT 450 CRS WITH NOGGINS AT 1350 MAX CRS

75mm THICK HEBEL POWERPANEL, SELECTED RENDER FINISH REFER TO MANUFACTURER'S DETAILS FOR INSTALLATION

HEBEL RENDER SYSTEM TO SPECIFICATION



Detail - 2  
Scale 1:20

SELECTED CONCRETE TILED ROOFING AT 22.5° PITCH ROOFING SHALL COMPLY TO A.S. 2050 - 2018 & A.S. 2049 - 2002. (TYP).

REFER TO TRUSS MANUFACTURERS DOCUMENTATION FOR ALL DETAILS ON PRE-FABRICATED ROOF FRAMING (TYP) @ 600 cts. ALL DIMENSIONS TO BE VERIFIED ON SITE PRIOR TO MANUFACTURE & INSTALLATION.

ROOF BATTENS: 38x75 F8 H.W. AT 330 CRS

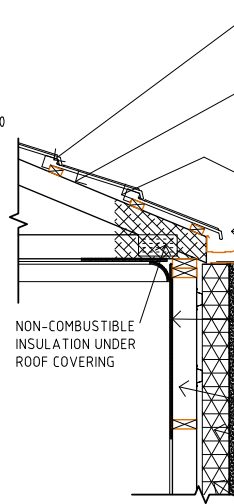
SELECTED COLORBOND GUTTER SET TO FALL 1 IN 500mm FIXED TO A COLORBOND FASCIA (TYP)

10mm PLASTERBOARD WALL & CEILING LINING, FOR FIXING REFER TO MANUFACTURERS DETAILS. STUDS AT 450 MAX. CENTRES. (TYP)

STUDS:90X45 MGP10 AT 450 CRS WITH NOGGINS AT 1350 MAX CRS

75mm THICK HEBEL POWERPANEL, SELECTED RENDER FINISH REFER TO MANUFACTURER'S DETAILS FOR INSTALLATION

HEBEL RENDER SYSTEM TO SPECIFICATION



Detail - 3  
Scale 1:20

SELECTED CONCRETE TILED ROOFING AT 22.5° PITCH ROOFING SHALL COMPLY TO A.S. 2050 - 2018 & A.S. 2049 - 2002. (TYP).

REFER TO TRUSS MANUFACTURERS DOCUMENTATION FOR ALL DETAILS ON PRE-FABRICATED ROOF FRAMING (TYP) @ 600 cts. ALL DIMENSIONS TO BE VERIFIED ON SITE PRIOR TO MANUFACTURE & INSTALLATION.

ROOF BATTENS: 38x75 F8 H.W. AT 330 CRS

SELECTED COLORBOND GUTTER SET TO FALL 1 IN 500mm FIXED TO A COLORBOND FASCIA (TYP)

FLASHING AS REQUIRED

10mm PLASTERBOARD WALL & CEILING LINING, FOR FIXING REFER TO MANUFACTURERS DETAILS. STUDS AT 450 MAX. CENTRES. (TYP)

STUDS:90X45 MGP10 AT 450 CRS WITH NOGGINS AT 1350 MAX CRS

75mm THICK HEBEL POWERPANEL, SELECTED RENDER FINISH REFER TO MANUFACTURER'S DETAILS FOR INSTALLATION

HEBEL RENDER SYSTEM TO SPECIFICATION

Project: PROPOSED RESIDENCE

At: Lot 468 Alfay Place,  
Wollert, Vic. 3150

For: Aarnik Homes  
THIS DOCUMENT IS THE SUBJECT OF -  
CITY OF MELBOURNE PERMIT NUMBER: CBS-U 66127/7267961619212  
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REV.	DESCRIPTION	DATE
-	INITIAL CONCEPT DESIGN	26.04.24
A.	WD - DA SUBMISSION	31.01.25
B.	RFI CHECKLIST	12.02.25

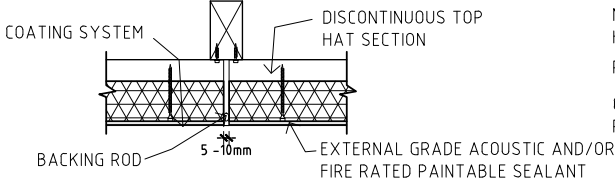
Date: 12.02.25	Drawn: MG	Dwg Title: SECTION AA DETAILS
Scale: 1:100@A3	Checked: MM	Sheet No. A05/08
Job No. 20247038	WORKING DRAWING	Rev:



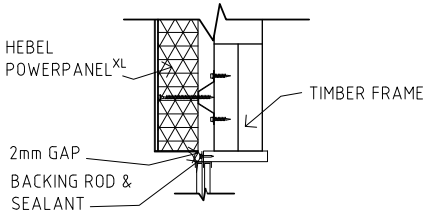
THIS PLAN IS TO BE READ AND COMPLY IN ACCORDANCE WITH THE ATTACHED ENERGY RATERS SPECIFICATION.

ALL PLIABLE MEMBRANCE MUST COMPLY WITH AS 4200.1 AND BE INSTALLED IN ACCORDANCE WITH AS 4200.2 AS PER 3.8.7.2 NCC BAC FOR CONDENSATION MANAGEMENT.

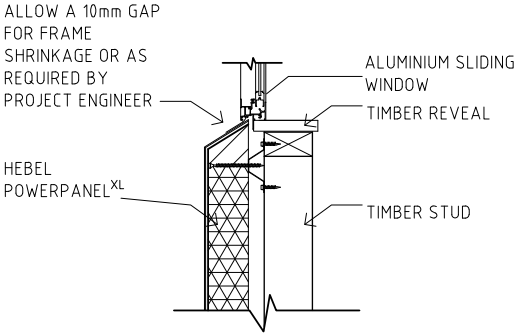
ALL PLIABLE MEMBRANCE MUST COMPLY WITH AS 4200.1 AND BE INSTALLED IN ACCORDANCE WITH AS 4200.2 AS PER PART 3.10.1 NCC BCA FOR CONDENSATION MANAGEMENT.



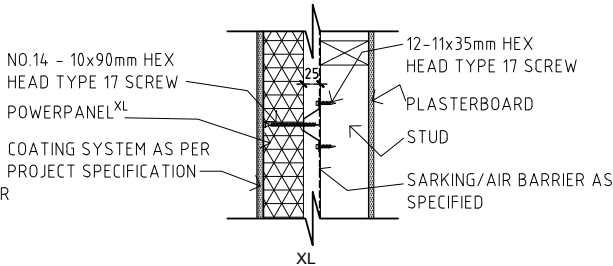
Typical Vertical Control Joint  
Scale 1:10



Header Detail  
Scale 1:5



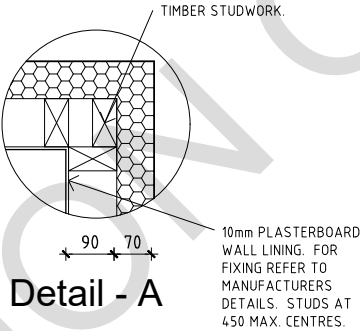
Typical Window Sill Detail Aluminium Window Frame  
Scale 1:5



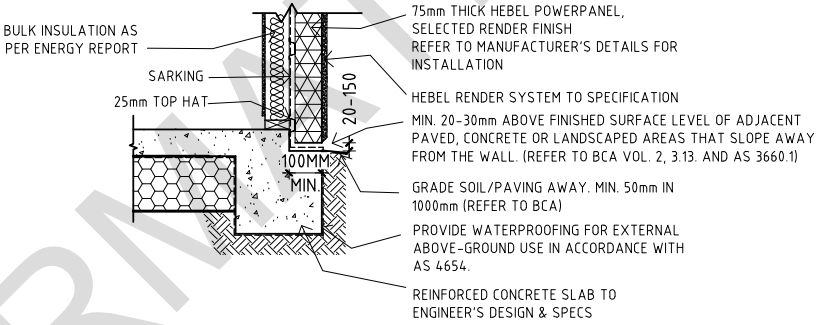
External Fixing Detail Hebel Power Panel  
Scale 1:10

CONTACT HEBEL TECHNICAL SERVICES FOR INTERNAL FIX BOUNDARY LINE DETAILS.

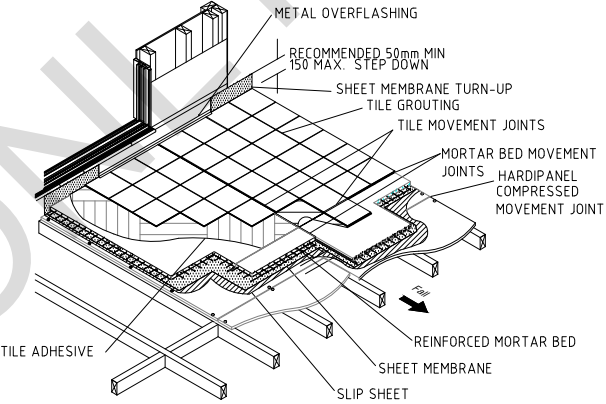
NOTE: WHEN POSITIONING THE STUD FRAMES ALLOW 5-7mm EXTRA CAVITY WIDTH FOR THE SHEET BRACING BETWEEN TOP HAT AND TIMBER STUD.



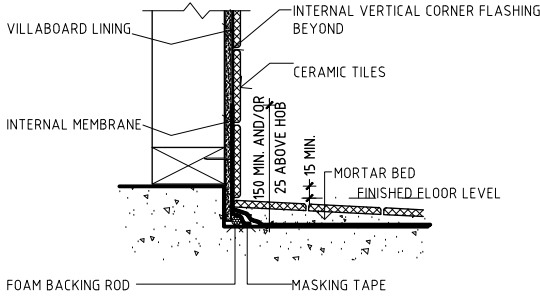
Detail - A



Hebel At Edge Beam Detail



Waterproofing Detail  
Scale 1:10



Typical Wet Area Set-Down Details At Slab  
Scale 1:5

Details



Project: PROPOSED RESIDENCE  
At: Lot 458 Alfay Place, Wollert, Vic 3150  
For: Aarnik Homes  
THIS DOCUMENT IS THE SUBJECT OF -  
BUILDING SOLUTIONS  
PERMIT NUMBER: CBS-U 66127/7267961619212  
ISSUED DATE: 14/02/2025



P 03) 9467 6954 M 0403 568 160  
48 Bell Street, Heidelberg Heights, Vic. 3081.  
info@miskdesign.com.au  
miskdesign.com.au

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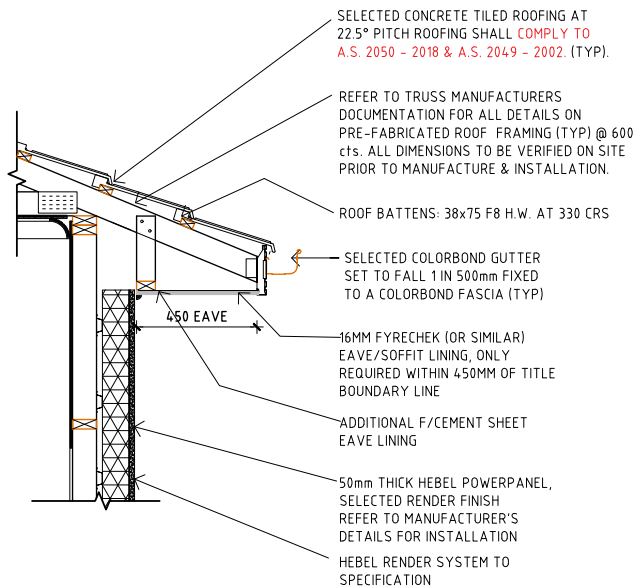
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Job No. 20247038	WORKING DRAWING	Rev:

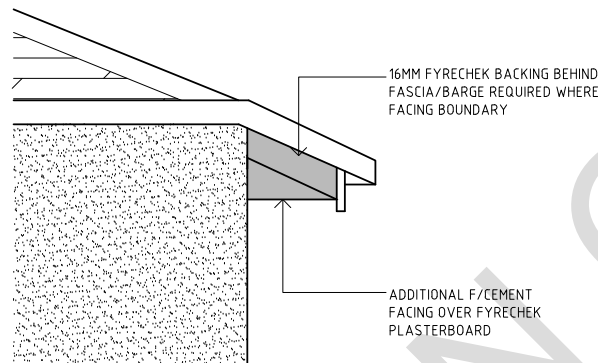
FOR INSPECTIONS & ENQUIRIES CALL (03) 9304 4412





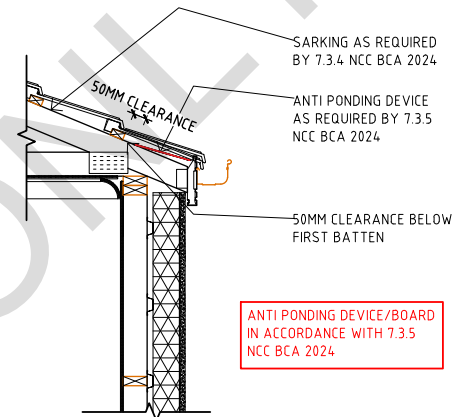
Fire Rated Section Detail

Scale 1:20



Fire rated eave detail

Scale 1:20



Anti Ponding Detail

Scale 1:20



Project: PROPOSED RESIDENCE

At: Lot 458 Alfay Place,  
Wollert, Vic, 3150

For: Aarnik Homes

THIS DOCUMENT IS THE SUBJECT OF -  
BUILDING PERMIT NUMBER: CBS-U 66127/7267961619212  
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Scale. 1:100@A3	Checked MM	Sheet No. A07/08
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Artificial Lighting Calculator	
(To be installed in accordance with AS/NZ 1680 - 2009)	
Internal of dwelling - (Class 1)	
Dwelling floor areas:	117.70 sq/m
Total light fitting wattage proposed	286 watts
Max allowable wattage - (5W/m²)	2.43 watts
Internal garage areas:	
35.00 sq/m	
Total light fitting wattage proposed	11 watts
Max allowable wattage - (3W/m²)	0.31 watts
Porch/Alfresco area(s):	
6.05 sq/m	
Total light fitting wattage proposed	11 watts
Max allowable wattage - (4W/m²)	1.82 watts

LOCATIONS OF SMOKE ALARMS TO BE PROVIDED AND INSTALLED IN ACCORDANCE WITH A.S. 3786-2014 & UNLESS INSTALLED IN AN EXISTING PART OF A CLASS 1, 2 OR 3 BUILDING OR A CLASS 4 PART OF A BUILDING, THE SMOKE ALARM SHALL BE HARD WIRED WITH BATTERY BACKUP AND INTERCONNECTED.

CEILING EXHAUST FAN PROVIDE A LIGHT AND AN EXHAUST FAN WHERE NATURAL LIGHTING AND VENTILATION IS NOT PROVIDED WHERE REQUIRED BY LOCAL AUTHORITY, DUCT THE EXHAUST TO THE OUTSIDE.

ALL EXTERNAL FITTINGS TO BE WATERPROOF AS STANDARD

PROVIDE LIGHT & POWER FOR HEATER UNIT WITHIN ROOF SPACE NEAR ROOF ACCESS.

PROVIDE POWER POINT WITHIN ROOF SPACE FOR COOLING UNIT.

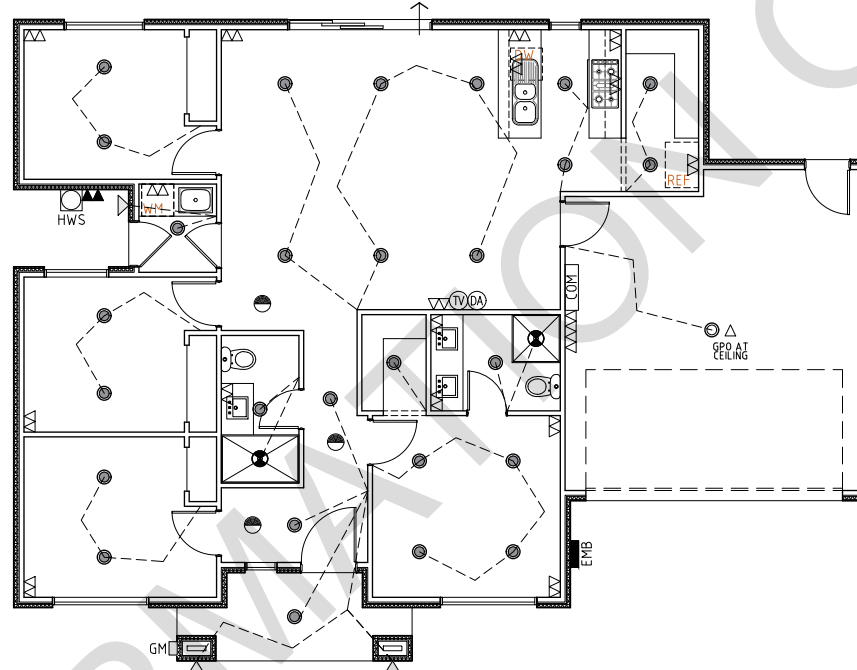
PROVIDE ONE 15 AMP DOUBLE POWER POINT TO THE GARAGE AS INDICATED

LIGHTING NOT TO EXCEED 5 WATTS PER SQUARE METER FOR LIVING AREAS IN ACCORDANCE WITH BCA 2018.

LIGHTING NOT TO EXCEED 3 WATTS PER SQUARE METER FOR GARAGE IN ACCORDANCE WITH BCA 2018.

THIS PLAN IS TO BE READ AND COMPLY IN ACCORDANCE WITH THE ATTACHED ENERGY RATERS SPECIFICATION.

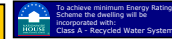
BUILDER TO PROVIDE ENERGY METERING DEVICE WITH IN HOME DISPLAY (IE. CLIPSLAL CENT-A-METER)



## ELECTRICAL LEGEND

- EMB ELECTRIC METER BOX
- △△ DOUBLE GPO (ADD EXT GPO IN CEILING)
- ▲▲ WEATHERPROOF DOUBLE GPO
- CEILING LIGHT POINT
- Ⓟ PHONE POINT
- ⊗ EXHAUST FAN
- Ⓣ TELEVISION POINT
- STANDARD BATTEN LIGHT
- LED DOWN LIGHT
- SMOKE DETECTOR
- ☀ EXTERNAL SENSOR LIGHT
- △ EXTERNAL DOUBLE FLOOD LIGHT
- ▽ INTERNAL WALL / STAIR LIGHT
- ▽ EXTERNAL WALL/PIER LIGHT
- Ⓛ DOOR BELL WITH 7inch MONITOR
- Ⓜ INTERNAL 7inch MONITOR
- Ⓥ DUCTED VACUUM POINT
- Ⓦ DUCTED VACUUM UNIT
- Ⓛ DATA POINT
- Ⓢ THERMOUS
- Ⓢ ALARM KEYPAD/SENSOR
- Ⓢ CCTV SYSTEM CAMERA
- Ⓢ 2 GLOBE IXL LIGHT
- Ⓢ 4 GLOBE IXL LIGHT
- Ⓢ RETURN AIR
- Ⓢ FLUORESCENT LIGHT
- Ⓢ CHANDELIER POINT
- Ⓢ HANGING POINT
- Ⓢ JUNCTION BOX
- Ⓢ COOLING
- Ⓢ HEATING
- Ⓢ DUCTED HEATING UNIT
- Ⓢ COM/BNB BOX
- Ⓢ PROPOSED WIRING

Electrical Layout



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Scale: 1:100@A3	Checked MM	Sheet No. A08/08
Job No. 20247038	WORKING DRAWING	Rev:



# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 13 May 2025 08:58 PM

## PROPERTY DETAILS

Address: **4 ALTAY PLACE WOLLERT 3750**  
Lot and Plan Number: **Lot 468 PS916565**  
Standard Parcel Identifier (SPI): **468\PS916565**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **1265511**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 389 A10**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

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

## OTHER

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

[View location in VicPlan](#)

## Note

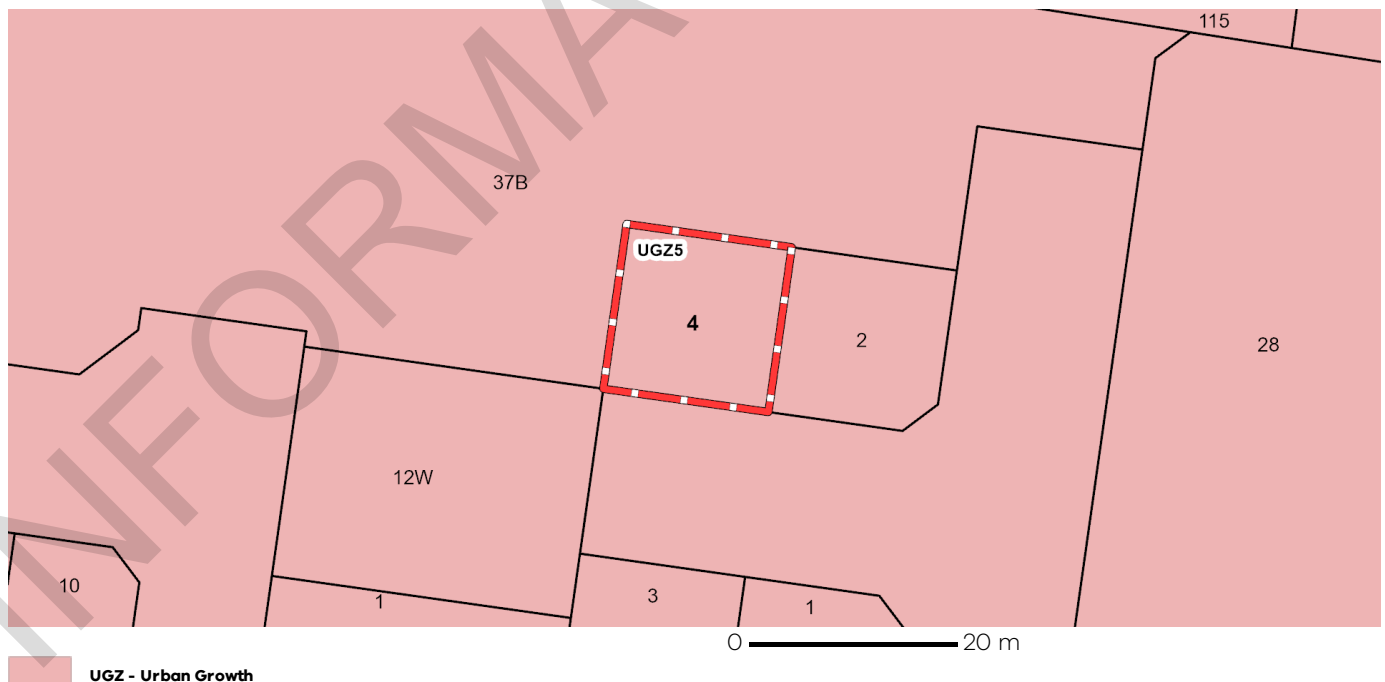
**This land is in an area added to the Urban Growth Boundary after 2005.  
It may be subject to the Growth Area Infrastructure Contribution.**

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

## Planning Zones

[URBAN GROWTH ZONE \(UGZ\)](#)

[URBAN GROWTH ZONE - SCHEDULE 5 \(UGZ5\)](#)



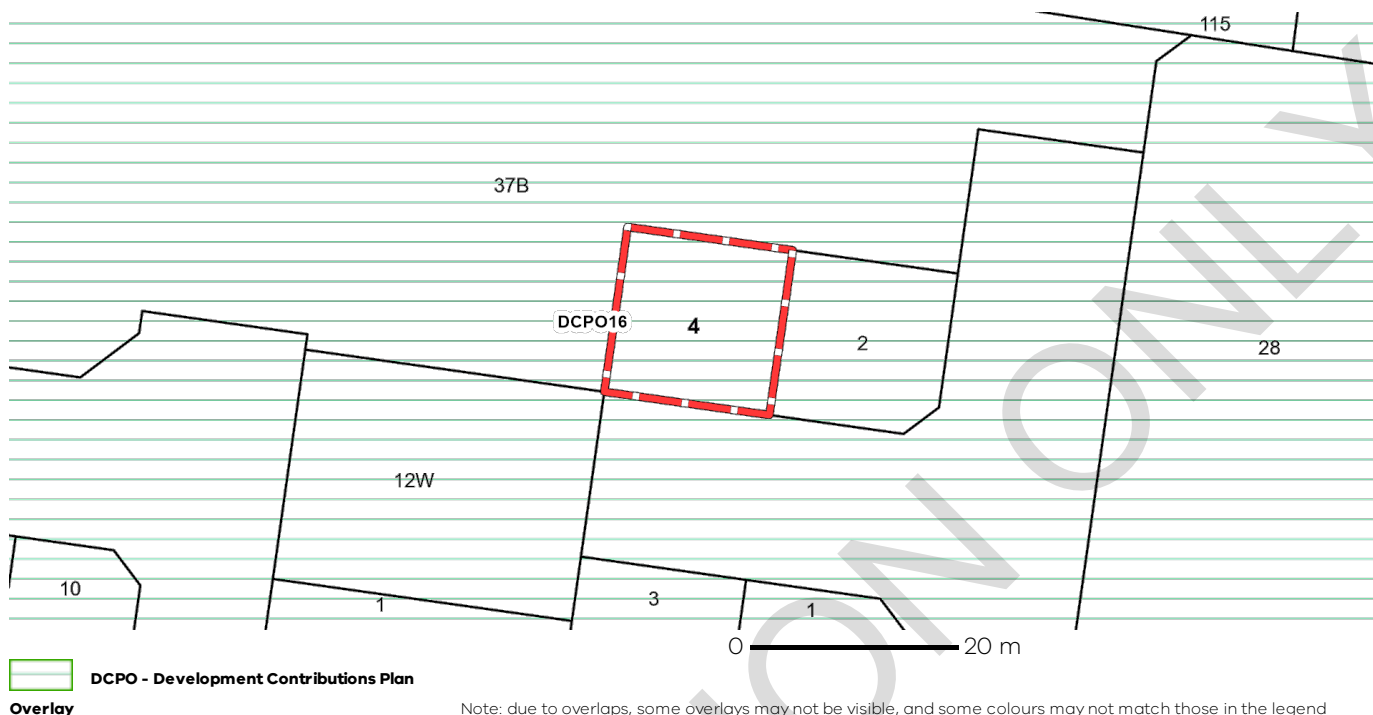
Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.



## Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 16 \(DCPO16\)](#)

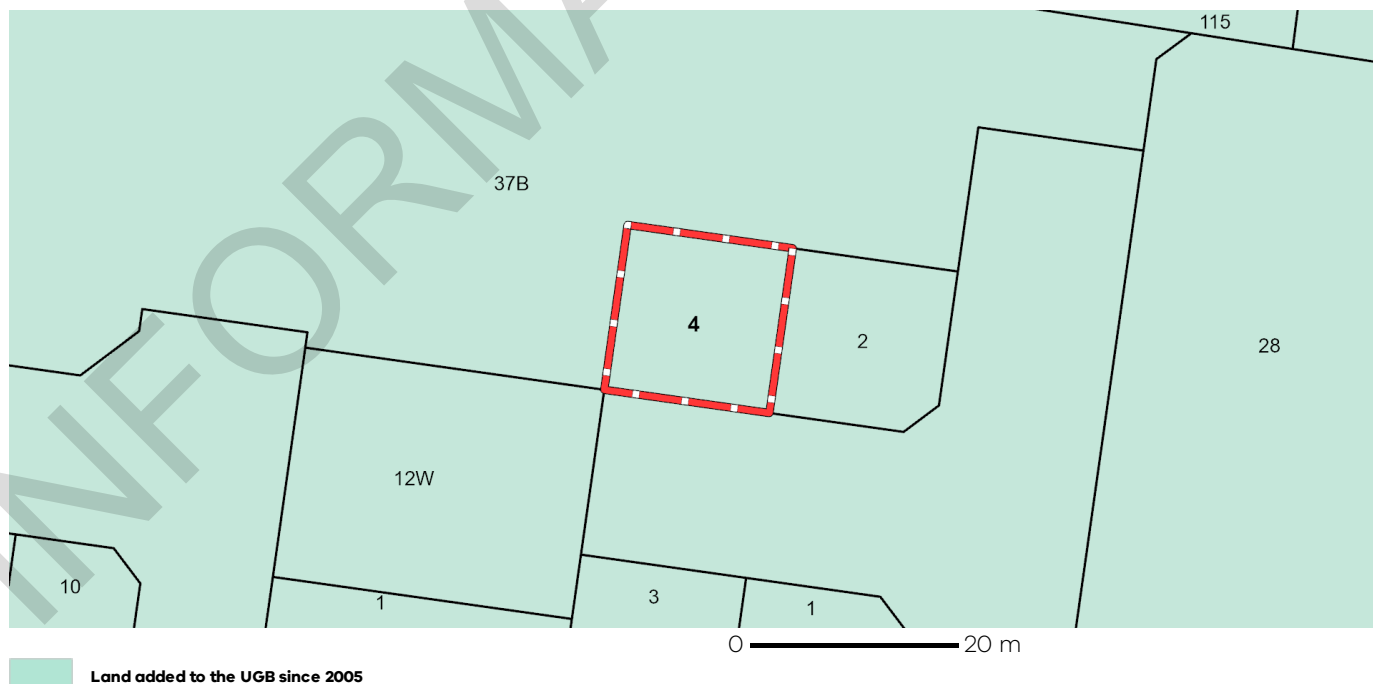


## Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005.

It may be subject to the Growth Area Infrastructure Contribution.

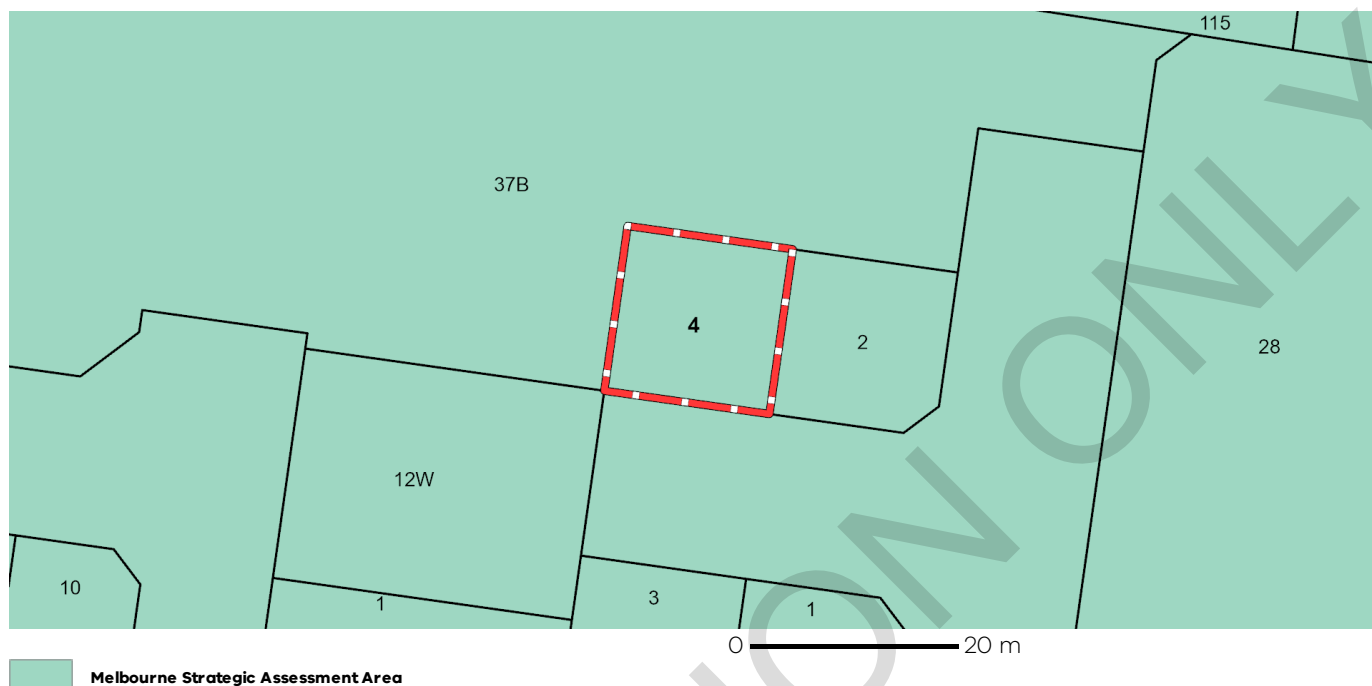
For more information about this contribution go to [Victorian Planning Authority](#)





## Melbourne Strategic Assessment

This property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://nvim.delwp.vic.gov.au/BCS>





## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

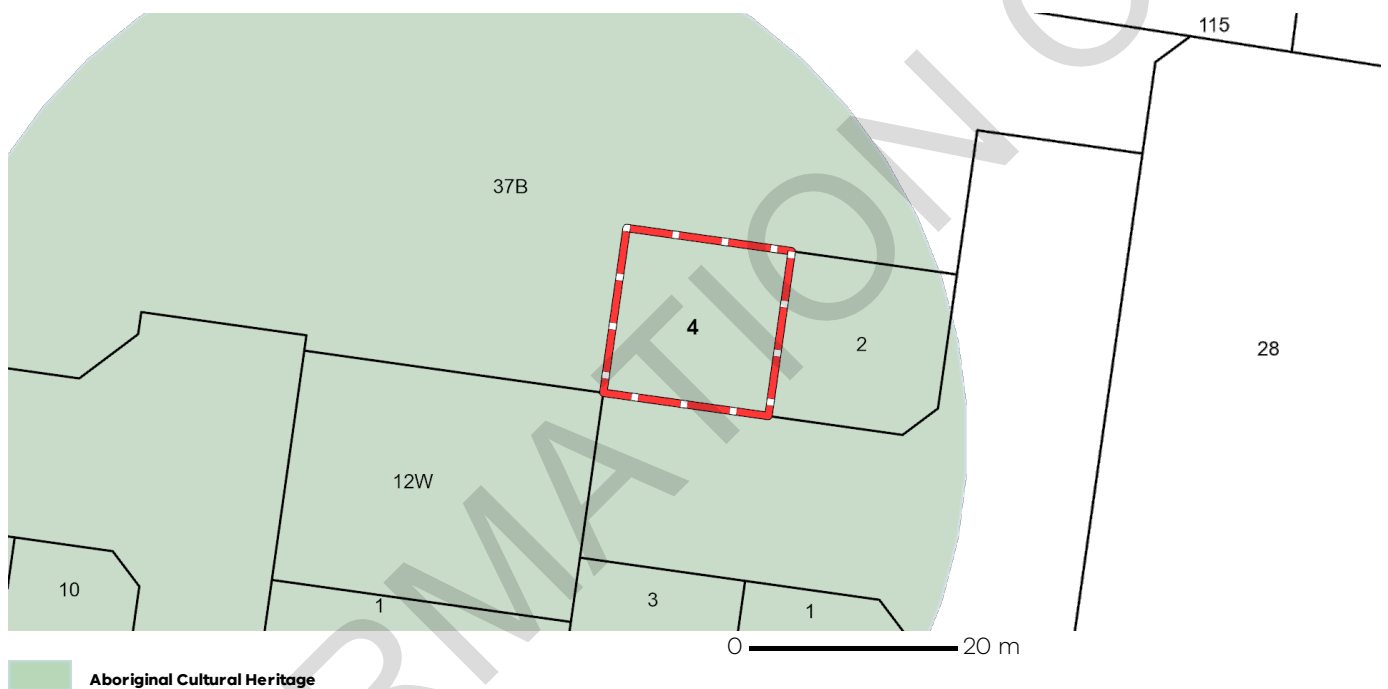
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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





## Further Planning Information

Planning scheme data last updated on 13 December 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>

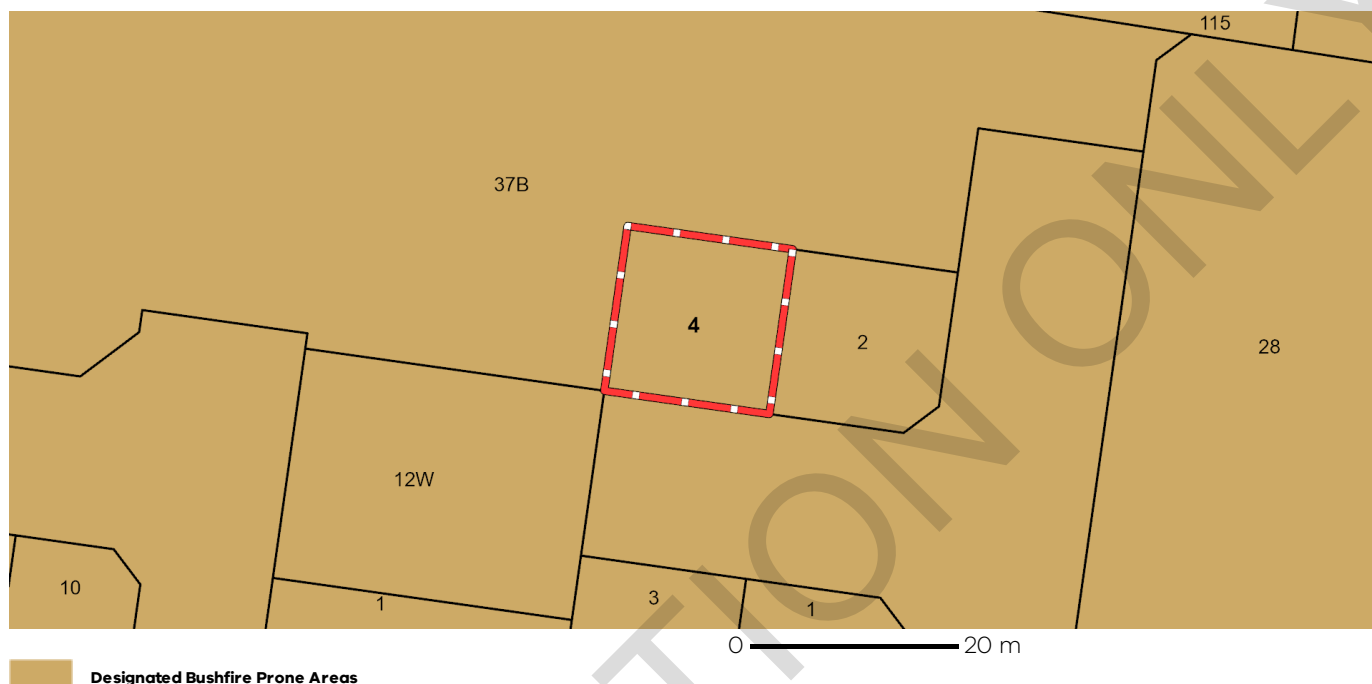


## Designated Bushfire Prone Areas

**This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). 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>.